



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
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State of California

**OFFICE MOVING SERVICES
STATEMENT OF WORK (5-14-88-01)**

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**Office Moving Services
(Non-Mandatory)
Statement of Work**

This section contains requirements that define the Provider's and Ordering Agency's responsibilities. The Provider shall provide all the necessary resources required to successfully perform under the contract. This Statement of Work is binding to any resulting Request for Offer (RFO), unless explicitly provided otherwise in the RFO.

1 KEY TERMS

Provider. This term refers to a company that is approved for the Office Moving Services Approved Provider listing and will be providing moving services. For the purposes of this agreement, the terms Provider and contractor shall refer to the same entity.

Labor. As used in this Office Moving Services MSA, the term "labor" includes all labor categories shown in the California Public Utilities Commission Maximum Rate Tariff 4 (CPUC MAX 4) rates including packing, unpacking and labor for assembly & disassembly of modular furniture (California Labor Code Section 1720).

Ordering Agency or Agency. An ordering agency is any State or local government entities with appropriate purchasing authority to use the Master Services Agreement under their applicable rules and regulations.

Pass-Through. Services that are provided by other than the Provider's personnel and that are included on the Provider's invoice at the same cost the Provider was charged.

RFO. A Request for Offer which is sent by the Ordering Agency to prospective Providers which includes the terms and details of the services requested.

SCM. State Contracting Manual. All manuals can be found on the Department of General Services website. For guidance on this contract, please see SCM Vol. 1: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.

Services. All work required to be performed under the Contract, including any goods furnished incidental to such work (e.g., blankets, boxes, etc.).

STD. 65. For State of California contracts under \$50,000 and one time, one location only, the Ordering Agency may use a STD. 65 for award of a contract for services as a result of the RFO process under this MSA.

STD. 213. For State of California contracts over \$50,000, or with multiple locations, multiple uses, the Ordering Agency must use a STD. 213 for award of a contract for services as a result of the RFO process under this MSA.

MSA. Master Services Agreement. The State of California document that encompasses the entire agreement between the Provider and the Department of General Services including all attachments of the Master Services Agreement and the Provider's application.

2 OFFICE MOVING SERVICES

2.1 Purpose

The purpose of this MSA is to solicit applications from qualified moving services companies that will result in a non-Mandatory OFFICE MOVING SERVICES CONTRACT available to state and local governmental agencies. The non-Mandatory Contract shall include a full range of services to remove free-standing or affixed office and/or lab furniture (including modular furniture), equipment and related supplies from an existing

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location, transport items to a new location, and place the objects according to the direction of the Ordering Agency. This Statement of Work shall accompany all Request for Offers (RFO) from ordering agencies.

2.1.1 **Products and Equipment.** State departments may use the Office Moving Services MSA to purchase items needed to support office moving such as boxes, cartons, drums, blankets, wrap, and crates.

2.1.2 **Services.** This MSA may be used to purchase services related to office moving including; Move Coordination and Planning; Packing, Pickup, Unpacking, and Other Preparations; Storage; assembly and disassembly of modular furniture, lab equipment, and furniture delivery and installation.

2.2 Period of Performance

The Period of Performance will be defined in the Request for Offer (RFO).

2.3 Services Covered

The Moving Services Provider shall provide the following services under this agreement:

2.3.1 Labor, equipment and materials to perform various office move related services including packing, moving, transportation/delivery, and unpacking and moving management.

2.3.2 Labor and equipment to perform various assembly and disassembly of furniture including reconfigurations, moves, additions, and changes.

2.3.3 Personal computer disconnection and reconnection services by experienced personnel as requested by Ordering Agency. All sensitive equipment shall be pad-wrapped.

2.3.4 Storage of property in a secured location as required. For storage space beyond the first 90-day period see Section 2.12.3, Storage.

2.3.5 Removal of surplus property to an appropriate location as needed.

2.3.6 Removal of packing materials, rubbish and debris from government premises as directed.

2.3.7 Removal or transportation of hazardous materials is not included in this MSA. Removal of these substances is regulated under the Office of Emergency Services and the California Environmental Protection Agency.

2.4 Modular Furniture

If required, Contractor will provide assembly, disassembly, removal, relocation and/or reconfiguration of systems furniture (modular) as required by the Ordering Agency.

2.5 Contracting for Services

2.5.1. This contract is awarded under the authority of Public Contract Code Section 10298 authorizing the director to consolidate the needs of multiple state agencies for goods, information technology, and services. State and local agencies may contract with service providers awarded those contracts without further competitive bidding.

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- 2.5.2. Ordering agencies must obtain an offer from an Approved Provider prior to execution of a purchase. While it is not required, agencies are encouraged to request offers from multiple providers, if available, to assure fair and reasonable pricing or best value.
- 2.5.3. Each Request for Offer (RFO) shall be issued with a scope of work which details their services requested including the date of the move and any special conditions of the existing and future facilities (stairs, elevators, access, parking, Masonite, etc.). Since a RFO for a MSA contract is not considered a competitive solicitation, departments must not include protest language.
- 2.5.4. Sufficient notice will typically be provided to the Provider; however, short or emergency response times by Provider may be requested and/or required.
- 2.5.5. In most cases offers shall be based on a visual inspection of goods to be moved.
- 2.5.6. The price on the RFO Offer will be the "not to exceed" price. Agencies shall choose the Provider offering the best value (may be least cost) to the State.
- 2.5.7. All hourly and mileage rated costs indicated in this RFO contract document shall not include third party or extra charges such as, parking fees, fuel surcharges, bond fees, rental of equipment, and other moving related expenses an agency may request. These costs, excluding fuel surcharges, bridge tows, and parking fees, shall be on a pass-through basis only. Documentation must be submitted to support any of these charges in order to receive payment. Providers shall itemize the above charges on the RFO for agency approval prior to contract. Equipment rental (such as book carts) is limited to specialized needs required by the ordering agency and must be agreed to prior to contract award by the ordering agency.
- 2.5.8. Offers for moves in excess of 100 miles (line haul) shall use Max 4 Tariff Rates. All others shall use the hourly rates.
- 2.5.9. State Agencies shall initiate a Std. 213 or Std. 65 (depending on total cost, conditions) to the Provider that will include the agency billing code and MSA number. Local Government should follow their own ordering procedures.

2.6 Move Coordination and Planning

- 2.6.1 The Provider shall assign a move coordinator to direct workers and to insure that all necessary communications with the Agency are provided throughout the project.
- 2.6.2 Along with the RFO, Agencies should supply the Provider with an inventory of items to be moved.
- 2.6.3 Any items of particular value shall be listed separately by the Agency and the value noted on the inventory list.
- 2.6.4 Any items that require special handling shall be noted and the items tagged.

2.7 Packing, Pickup and Other Preparations

- 2.7.1 Agencies shall notify the Provider of any packing requirements and shall pay no more than the applicable contracted maximum hourly rates.

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2.7.2 Pickup shall be on the date mutually agreed upon. If the Provider cannot meet that date and time, the Provider shall notify the Agency twenty-four (24) hours in advance. Delays by the Provider of more than one (1) day from the agreed upon date may result in a penalty to the Provider of \$100 per day.

2.7.3 The Provider shall provide the type of vehicle applicable to the items to be moved (e.g., refrigerated van, vehicle Provider, low-boy, etc.). Also, the Provider shall not provide two smaller vehicles (and charge extra) when one larger vehicle would be more appropriate.

2.7.4 For line haul moves, moving vans or Provider vehicles shall be weighed before and after loading by a certified weigh master on a certified scale and a copy of the report to be delivered or faxed to the Agency. There shall be no separate and extra charges allowed for moves which require weigh tickets.

2.8 Unpacking

2.8.1 If unpacking is required, the Provider shall unpack items with efficiency and care and with consideration of all safety requirements.

2.8.2 Upon delivery, all items on the inventory list shall be verified by the agency as having been delivered prior to invoice payment.

2.8.3 The Provider shall be notified in writing of any missing or damaged articles in accordance with 2.11, Filing a Claim.

2.9 Limits of Liability

The Provider shall be liable for loss or damage to property caused by its failure to properly pack and transport property; however, the Provider shall not be held liable for loss or damage in the following situations:

2.9.1 Damage or breakage to items packed improperly by other than the Provider's personnel.

2.9.2 Damage caused by deterioration or inherent susceptibility of the article or by insects.

2.10 Valuation of Articles

The Provider's rates shall include full replacement value protection against possible loss or damage while property is under the protection of the Provider. Provider shall be responsible for the satisfactory repair, or replacement (at the State's option) of any State property that is lost, damaged or stolen while in Provider's custody and for the satisfactory repair of any damage to buildings or grounds. The Ordering Agency must declare any item of extraordinary value (above \$20,000). If the Provider is required to purchase additional insurance to provide full value protection to the Agency for that item, the Provider will be allowed to pass through those charges to the Agency in accordance with Statement of Work 2.5.7.

2.11 Filing a Claim

2.11.1 If the Agency has determined that damage or loss to property has occurred, the Agency shall note it on the Provider's bill for services and file a formal claim by:

2.11.1.1 Sending a written notice to the office of the Provider describing the loss or damage.

2.11.1.2 Listing each of the damaged articles.

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- 2.11.1.3 Including the valuation for each item.
- 2.11.1.4 Providing the Provider's order number, date of move, origin and destination.
- 2.11.1.5 Storing any damaged packing material or other evidence of damage.
- 2.11.1.6 Retaining copies of all receipts, correspondence, repair estimates, etc.
- 2.11.2 Claims should be filed within nine (9) months after delivery or after loss has been reasonably established. Provider shall acknowledge claim in writing within thirty (30) days and commit to action within sixty (60) days (i.e., pay, identify a compromise or decline to pay). Claims not settled within one year shall be reported to the Department of General Services, Office of Risk and Insurance Management (ORIM) at (916) 376-5300.
- 2.11.3 A Provider will be allowed no more than three upheld customer service complaints during the course of each year of the contract term before being removed from the contract for a period of no less than 90 days. The Provider will be given the opportunity to fully defend and resolve any complaint that may be received. Failure to provide full explanation and resolution of complaints may result in permanent removal from the contract.

2.12 Storage

If the new facility is not available at the time of the move and/or items must be stored, the Ordering Agency may request storage-in-transit. When that occurs, the following steps shall be taken:

- 2.12.1 The Ordering Agency must request storage-in-transit at least five days prior to the move.
- 2.12.2 Separate charges will accrue for transportation to storage, the storage period, and transportation from storage to the new facility.
- 2.12.3 If storage is required for more than 90 days, a separate agreement will be necessary with the storage company itself with rates and terms that are not regulated by the Public Utilities Commission.
- 2.12.4 The Ordering Agencies that expect to use long-term storage should carefully review the rates and terms offered by the storage facility before the move. If the terms would place an undue burden on the State (such as limited access/removal, an unnecessary requirement for staff, etc.), the State may decline and the Provider shall offer an acceptable alternate facility. Facilities offered by the Provider must be applicable to the type of property requiring storage (i.e., refrigeration, low humidity, etc.).

2.13 Provider Responsibilities

- 2.13.1 The selected Provider shall not commence work until the STD. 65 or STD. 213 has been fully approved and authorization has been received from the authorized contact of the Ordering Agency.
- 2.13.2 The Provider must have personnel available to commence work on the project if given sufficient advance notice (10 working days) by the Ordering Agency or upon mutual agreement. All personnel shall be properly licensed, insured and experienced to perform their tasks.

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- 2.13.3 The Provider shall supply vehicles in good working condition and in compliance with all federal, state, and local laws and regulations for operation. All vehicles shall be sufficiently equipped with clean protective equipment to ensure safe transit and delivery of agency property.
- 2.13.4 The Provider must be able to perform services in any location in the State of California for which the Provider submitted an offer.
- 2.13.5 The Provider shall make all arrangements with the building manager at the new site if necessary and shall obtain any necessary clearances or permits that may be required for parking and unloading. It shall be the Provider's responsibility to make all necessary arrangements with building managers and local traffic authorities for use of elevators, loading docks, adjacent streets, sidewalks and malls. The Provider shall be responsible for understanding and estimating the difficulties involved in each move.
- 2.13.6 Job hours shall begin when the Provider's personnel arrive at the Ordering Agency's designated site and shall end when items are delivered and placed as specified at the new location. No additional drive time is allowed unless part of the RFO requirements.
- 2.13.7 Work shall be performed during normal agency workdays and hours unless a different schedule is specifically requested by the Ordering Agency.
- 2.13.8 The Provider is responsible to furnish sufficient personnel to accomplish the work in the time indicated on their estimate. If work is not completed within that period of time and requires overtime which was not specifically required by RFO, the Ordering Agency shall not be liable for overtime charges. In addition, overtime shall not accrue due to the Provider's failure to provide personnel and equipment at the Agency-designated place and time. The Ordering Agency shall not pay overtime rates unless Provider's personnel have worked in excess of eight hours on the job for the day overtime is charged. Per DIR prevailing wage determination, any work on Saturday or Sunday requires payment of overtime.
- 2.13.9 If the scope of work provided by the Ordering Agency is not clear, it is the Provider's responsibility to seek clarification prior to submitting a offer.
- 2.13.10 The Provider shall not charge for any time lost in any way not required in the performance of the services requested (excluding required break periods). The Provider may charge for time used in delivering equipment and materials and in removing them at the conclusion of the move. This time should be included in the Provider's response to the RFO.
- 2.13.11 Provider shall attach documentation for all pass-through charges to the invoice. See Section 1, Key Terms.
- 2.13.12 Failure to comply with any of the requirements from this section may result in contract termination.
- 2.14 Provider Reporting Requirements**
Providers shall submit a report to the Department of General Services (DGS), Procurement Division (PD) contract administrator detailing contracts they have performed against this MSA. The report shall be submitted to DGS on a quarterly basis to be

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received by DGS on April 15, July 15, October 15, and January 15 of each year. The report must contain the following information:

- 1) Quarter Reporting Date (quarter number and year)
- 2) The MSA number
- 3) Provider business name and address
- 4) Provider contact information
- 5) For each Ordering Agency:
 - a. State or Local Agency contact information and address
 - b. State Agency billing code (if applicable)
 - c. Order Number (Contract (STD 213) or P.O. (STD 65) or local government order #)
 - d. Contract term (dates services were performed)
 - e. Dollar value
 - f. Total Quarterly report

The following is an example of the reporting format:

Quarter Report:			
Calendar Quarter Number:	Q1, 2014		
Master Service Agreement:	TMU14-5-88-01		
Provider:	Jack's Moving Service 123 Main Street Anytown, CA 95814		
Provider Contact:	Jack Harkness (916) 555-1234		
State or Local Agency:	Dept of General Services		
Agency Contact info:	John Smith 321 Big Street Capitol City, CA 95814 (916) 555-4321		
State Agency billing code:	123456		
	22132	7/1/14-7/12/14	\$8,400.00
	22134	8/1/14-8/12/14	\$5,600.00
Total dollars for quarter:	<u>\$ 14,000.00</u>		

Providers shall send reports via mail or email to:

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Department of General Services
Procurement Division, Transportation Management Unit
707 3rd Street, 2nd Floor
West Sacramento, CA 95605
Attn: Office Moving Services Quarterly Report

Or;

Email: transportationmanagement@dgs.ca.gov
Subject: Office Moving Services Quarterly Report

2.15 Provider Response to Request for Offer

The RFO is a request to the Provider to submit an offer to the Ordering Agency detailing the Provider's "not to exceed" cost for the proposed service as described in the Scope of Work. The RFO may be used for any job, but is required for jobs estimated to exceed \$5,000.00. The Provider's offer must be within the requesting agency timeframe specified in the RFO.

2.16 Small Business/DVBE Contracting

- 2.16.1 The amount an Ordering Agency can claim towards achieving its Small Business or Disabled Veteran Business Enterprise (DVBE) goals is the dollar amount of the prime contract or the subcontract award made by the Provider to a small business or DVBE.
- 2.16.2 For subcontracted services, the Provider will provide an Ordering Agency with the following information at the time the offer is provided:
- 2.16.2.1 The Provider will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the offer.
- 2.16.2.2 The Provider will indicate to the Ordering Agency how the offer meets the Small Business or DVBE goal, as follows:
- 2.16.2.2.1 List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
- 2.16.2.2.2 Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- 2.16.2.2.3 Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the Ordering Agency towards the small business or DVBE goal; and
- 2.16.2.2.4 Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
- 2.16.3 The Ordering Agency's purchase document must be addressed to the Prime Contractor, and must reference the information provided by the Prime Contractor as outlined above.
- 2.16.4 All Providers must complete the Bidder's Declaration form (Visit the Department of General Services website for more information. Refer to

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<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> for a downloadable version of this document). When completing the declaration, Providers must identify all subcontractors proposed for participation in the contract. Providers awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified, unless the State agrees to a substitution. Unless you are the manufacturer, the company from which you are buying the finished product is one of your subcontractors and must be listed on the Bidder Declaration.

- 2.16.5 Visit the Department of General Services website for more information. Refer to <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf> for a downloadable version of this document.
- 2.16.6 Departments will perform inquiries through Office of Small Business and DVBE Services (OSDS) database to verify small business and DVBE certification status of all MSA contractors prior to issuing the order. The certification data (small business and DVBE reference number, status, term, business type, etc.) provided from an inquiry, when applicable, must be maintained within the procurement file. To access the small business and DVBE services web page: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

2.17 Ordering Agency Responsibilities

- 2.17.1 This contract is awarded under the authority of Public Contract Code Section 10298 authorizing the director to consolidate the needs of multiple state agencies for goods, information technology, and services. State and local agencies may contract with service providers awarded those contracts without further competitive bidding.
- 2.17.2 Ordering agencies must obtain an offer from an Approved Provider prior to execution of a purchase. While it is not required, agencies are encouraged to request offers from multiple providers, if available, to assure fair and reasonable pricing or best value.
- 2.17.3 Each Request for Offer (RFO) shall be issued with a scope of work which details their services requested including the date of the move and any special conditions of the existing and future facilities (stairs, elevators, access, parking, Masonite, etc.)
- 2.17.4 The Ordering Agency completing the RFO (SCM Volume 2, 6.A2) should include the following information:
- Agency contact information
 - Requested date of move
 - Date of pre-offer walk through
 - Work Hours (will overtime be allowed? Is work to be performed on the weekend? Per DIR prevailing wage determination, any work on Saturday or Sunday requires payment of overtime.)
 - Location (from and to)
 - Inventory of items (recommended)
 - Will work involve modular furniture? (assembly or disassembly)
 - Scope of Work
 - Who will be responsible for packing contents of desks and files? (Usually the agency staff handles this.)
 - Any special conditions of the job or work site (stairs, elevators, parking, bonds, security issues, etc.)

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- 2.17.5 State agencies may use the Standard 65, Purchasing Authority Purchase Order, for jobs estimated at \$50,000 and under. You may obtain the Std. 65 at the following link:
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std065.pdf>
- 2.17.6 Once an agency procurement official has obtained the proper departmental and/or agency approvals complete the Std. 65, then mail or fax it directly to the Contractor to complete the order.
- NOTE:** A Std. 65 may not be amended. If a possibility exists that additional work may be required for that project or if work is of an on-going nature, a Std. 213 should be used regardless of the amount.
- 2.17.7 A Standard Agreement (Std.213) must be used by State agencies for any job estimated to exceed \$50,000 or for continuing use, such as a quarterly contract. You may obtain a copy of the Std. 213 at the following link:
<http://www.documents.dgs.ca.gov/ols/CONTRACTING%20INFO/STD213-JUNE%2003.doc>
- 2.17.8 A Scope of Work (SOW) containing the Ordering Agency's requirements must be included in the RFO. The SOW cannot change prior to contract award or offer acceptance unless all of the providers contacted are given another opportunity to respond to the revised requirements. After an evaluation of all offers, the Ordering Agency may select the Provider.
- 2.17.9 Ordering Agencies may specify in their RFO whether or not the packing containers will be returned to the Provider and the Provider shall include any reimbursement amount in its offer. Further, the Provider shall ensure that all boxes are emptied, collapsed and stacked neatly in a pre-designated pick-up site.
- 2.17.10 Any additional security requirements, such as special clearance procedures or the need for Provider's personnel to wear a uniform or identifying logo, will be stated clearly in the SOW.
- 2.17.11 Ordering agencies shall give the Provider adequate, but no less than two (2) days, notice of the need to postpone or reschedule the move. Cancellation of service will be made at least twenty-four (24) hours prior to the day and start time of the move. Should the Agency elect to cancel a job within 24 hours of the arranged pick-up time, any cancellation fee shall not exceed 10% plus materials that have been supplied and utilized.
- 2.17.12 Should occurrences of poor performance be encountered, the DGS PD Contract Administrator should be notified.

2.18 Federal Debarment

The Federal Department of Labor requires that State agencies, which are expending Federal funds of \$25,000 or more, have in the contract file a certification by the Provider that they have not been debarred or suspended from doing business with the Federal Government. Each Provider must provide this documentation upon request.

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2.19 Bonds

Each Ordering Agency reserves the right to require a performance bond from the Provider in an amount not to exceed 50 percent of the contract. Bonds, if required, must be issued by a California-admitted surety (Code of Civil Procedure Section 995.311).

Note: Public works contracts funded in whole or in part from state-issued bonds may have significant additional requirements for both contractors and Ordering Agencies which include electronic filing of certified payroll records with, and fee payments to, the Department of Industrial Relations (DIR), as well as posting a DIR-prescribed notice at the jobsite. (See Labor Code Sections 1771 *et seq* and related regulations).

2.20 Subcontractors

2.20.1 The State allows the use of subcontractors to enable contractors to expand their ability to meet the needs of the State. If any Subcontractor's portion of the project exceeds 25 percent of the value of that project, the Subcontractor and their staff are subject to all the requirements and provisions of the contract resulting from this RFO. Use of subcontractors does not relieve the contractor from its responsibility to the State under the contract, or this RFO.

2.20.2 The State reserves the right to contact, consult, or undertake business discussions with any subcontractor's employee during the term of the contract if needed and may reject proposed personnel at any time.

2.20.3 Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

2.20.4 Local government ordering agencies shall follow their own processes for subcontracting and include that language in any RFO.

2.21 Prevailing Wage Rates

State Ordering Agency contracts exceeding \$2,500 with a carrier for commercial office moving services must conform to the requirements contained in Labor Code Section 1720 and SAM § 3810, which provide for such contracts to be with a carrier whose drivers and supporting personnel are operating under current collective bargaining agreements or who are maintaining the prevailing wages, standards, and conditions of employment for its driver and supporting personnel, including mover, packer, driver, helper, Modular furniture installer; including Master Installer, Lead Installer, Installer I, Installer II (Labor Code Section 1720 and Government Code Section 14920) as set forth for each county. Prevailing wage requirements only apply to State agency moves and do not apply to contracts involving State political subdivisions such as county offices or public schools unless explicitly called for in the local government RFO. County prevailing wage determinations can be found at:

<https://www.dir.ca.gov/OPRL/dpewagedetermination.htm>.

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2.22 Insurance Requirements:

Providers shall provide proof of insurance to the Ordering Agency in accordance with Section 6 of TMU14-5-88-01a (Office Moving Services Provider Application Terms and Conditions) and Attachment D (Insurance Requirements). If additional insurance is required by the Ordering Agency, that requirement will be included in the Ordering Agency's Statement of Work.