

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

AMENDMENT FOR CHANGE
AMENDMENT NO. 1

TO: ALL STATE AGENCIES, STATE INSTITUTIONS OF HIGHER EDUCATION AND PROPERLY REGISTERED COOPERATIVE PURCHASING MEMBERS.

FROM: ROBERT BLAIR, DIRECTOR, DEPARTMENT OF ADMINISTRATIVE SERVICES

SUBJECT: CONTRACT FOR MOVING, HAULING AND LABOR SERVICES (OFFICE FURNITURE/EQUIPMENT) & MOVING SUPPLIES

Attached are pages 3, 10, 16, 18, 20, 22, 24, 26 and 30 to this contract. Remove these pages from the existing contract and replace with the attached pages on the effective and/or revision date.

This amendment is issued to update Minimum Order Requirements, update Move and Move Schedule information, remove Mileage Rate from all regions, and to add the Summary of Amendments.

All other prices, terms and conditions remain unchanged.

Questions regarding this Amendment and/or the Requirements Contract may be directed to:

Alice Ewing
alice.ewing@das.ohio.gov

This Amendment, the main Requirements Contract and any additional amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Affected Contractor(s):

72895
E.E. Ward Moving & Storage Co LLC
1975 Galaxie St.
Columbus, Ohio 43207
brian@eeward.com

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

*MINIMUM ORDER: The minimum time for any one requirement for use of this contract is established at three (3) hours. The agency may utilize this contract for less-than minimum requirements, however, a minimum charge of three (3) hours of labor and vehicle rates will apply.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within seven (7) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will: Multiply the estimated annual usage of supervisor, mover, installer, straight truck, van, moving cartons, color-coded labels, tape and mileage by its corresponding unit price and then add these totals together for each region per year and subtract the total for credit for moving cartons returned for each year for an estimated contract cost. If estimated usages are unknown a quantity of one (1) will be used for the evaluation.

Bidders are eligible to be awarded multiple bid regions, provided they are the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within. Failure to bid all items may result in the bidder being deemed not responsive for that bid region.

Bid Region Map (Page 28) will disclose counties within each Bid Region.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by each region.

COOPERATIVE PURCHASING CONTRACT: This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

*Indicates change.

SPECIFICATIONS (Cont'd)

VI. MOVE AND MOVE SCHEDULE

- * A. The majority of the service provided will be during normal business days of Monday through Friday, however, the Contractor shall provide services outside of normal business days if requested by the ordering Agency, excluding State of Ohio holidays (Link to State of Ohio holidays: <http://ohio.gov/stateemployee/benefits/>). All price schedule categories shall be billed at the regular hourly rates. Regular, straight time hour rates are the only rates that will be paid to the Contractor. No overtime shall be paid. The labor and vehicle hourly rates shall apply only to hours where work is actually performed and travel time. Labor and vehicle rates shall not apply to lunch or other breaks.
- B. Agency designated contacts will provide, to the Contractor, up to three telephone numbers to contact the Agency move team member(s) to advise them of their expected arrival time and potential delay. A reduction in the rate may be applied for late arrivals on scheduled move days. The following penalties will apply:
 - 1. If the Contractor is more than 15 minutes late, the ordering Agency may charge a reduction rate of 5% for late arrivals.
 - 2. If the Contractor is 30 minutes late or more, the ordering Agency may charge a reduction rate of 10% for late arrivals.
 - 3. The Contractor shall plan and perform all move activities so as to minimally impact the ongoing operations of the ordering Agency. If the Contractor fails to adhere to the previously announced and accepted move schedule date, the Agency may deduct 20% of the total value of service that is the subject of the default, for every day that the default is not cured by the Contractor.

Agencies may take into consideration any extenuating circumstances such as traffic jams, snow, accidents, etc. that may have caused the delay. Each situation will be reviewed and considered on its' own merit.

- C. Representatives of each Agency may supervise the Contractor, which shall include monitoring the Contractor's performance to ensure compliance with the terms of the contract. A representative or a point of contact from each Agency shall be determined at the time of the services being requested. Failure to comply with the provisions of the contract may result in the cancellation of the contract.
- D. The Contractor shall provide secure overnight storage, when required, of loaded trucks or vans for delivery the next day.
- E. The Contractor shall furnish trained and experienced labor and supervision, equipment, and supplies for proper packing and preparation, protected transportation, unpacking and placement of all items designated for location, in accordance with tagging instructions. Floor plans may be provided by the ordering Agency, and under the direction of Agency personnel.
- F. All Contractor personnel must be bonded. Proof of Contractor personnel bonding may be requested by the ordering Agency.
- G. The Contractor shall accomplish the move activities in accordance with the move schedule. This move schedule shall be mutually agreed upon between the Contractor and the ordering Agency in advance of the move.
- H. The ordering agency may request that the Contractor move all PCs, printers and peripheral equipment at the beginning of each move activity. Some Agencies will find this process necessary to facilitate the reinstallation of computer equipment.
- I. In the event that inclement weather prohibits a move from starting or move activities are interrupted due to inclement weather, the Contractor shall resume moving activities as soon as possible and shall work, uninterrupted if required, to ensure timely completion. The Contractor shall include in their bid response a description of the specific weather conditions, which will prevent them from conducting moving activities.

*Indicates change.

*PRICE SCHEDULE

REGION 1 – COUNTIES: WILLIAMS, FULTON, LUCAS, OTTAWA, DEFIANCE, HENRY, WOOD, SANDUSKY, ERIE, PAULDING, PUTNAM, HANCOCK, SENECA, HURON, VAN WERT, ALLEN, HARDIN, WYANDOT, CRAWFORD

Hourly labor rates are all inclusive and include, but are not limited to, the Contractor's labor charges (including benefits) per worker, insurance, taxes, overhead, profit, cell phones, laptops, project management software, reimbursement to employees for travel expenses and administrative labor such as clerical and accounting support.

HOURLY LABOR RATES	ITEM ID NO.	COST 03/01/15 through 02/28/16	COST 03/01/16 through 02/29/17	COST 03/01/17 through 02/28/18
Supervisor	27092	\$ 28.00 / hour	\$ 28.00 / hour	\$ 28.00 / hour
Mover	27093	\$ 12.00 / hour	\$ 12.00 / hour	\$ 12.00 / hour
Installer (shelving/furniture) Prevailing Wage	27094	\$ 11.55 / hour	\$ 11.55 / hour	\$ 11.55 / hour
HOURLY VEHICLE RATES (Includes Driver)	ITEM ID NO.	COST 03/01/15 through 02/28/16	COST 03/01/16 through 02/29/17	COST 03/01/17 through 02/28/18
Straight Truck	27095	\$ 42.00 / hour	\$ 42.00 / hour	\$ 42.00 / hour
Van	27096	\$ 50.00 / hour	\$ 50.00 / hour	\$ 50.00 / hour
SERVICES	ITEM ID NO.	COST 03/01/15 through 02/28/16	COST 03/01/16 through 02/29/17	COST 03/01/17 through 02/28/18
Pre-Move Services	27097	\$ 60.00 / hour	\$ 60.00 / hour	\$ 60.00 / hour
Post-Move Services	27098	\$ 60.00 / hour	\$ 60.00 / hour	\$ 60.00 / hour
Bi-Annual Services	27099	\$ 60.00 / hour	\$ 60.00 / hour	\$ 60.00 / hour

*Amendment 1 issued to note the removal of Mileage Rate.

*PRICE SCHEDULE

REGION 2 COUNTIES: MERCER, AUGLAIZE, LOGAN, DARKE, SHELBY, CHAMPAIGN, MIAMI, CLARK, PREBLE, MONTGOMERY, GREENE, BUTLER, WARREN, CLINTON, HAMILTON, CLERMONT, BROWN

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REGION 3 COUNTIES: FAYETTE, ROSS, HOCKING, ATHENS, HIGHLAND, PIKE, VINTON, MEIGS, JACKSON, ADAMS, SCIOTO, LAWRENCE, GALLIA

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REGION 4 COUNTIES: HOLMES, TUSCARAWAS, CARROLL, JEFFERSON, COSHOCTON, HARRISON, MUSKINGUM, GUERNSEY, BELMONT, PERRY, MORGAN, NOBLE, MONROE, WASHINGTON

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REGION 5 COUNTIES: MARION, MORROW, RICHLAND, UNION, DELAWARE, KNOX, MADISON, FRANKLIN, LICKING, PICKAWAY, FAIRFIELD

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REGION 6 COUNTIES: LORAIN, CUYAHOGA, LAKE, ASHTABULA, GEAUGA, ASHLAND, MEDINA, SUMMIT, PORTAGE, TRUMBULL, WAYNE, STARK, MAHONING, COLUMBIANA

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SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	04/02/15	To update Minimum Order Requirements, to update Move and Move Schedule information, and to remove Mileage Rate from all regions.