



# CONTRACT

## State of Oklahoma

Dispatch via Print

**Supplier** 0000056396  
 ACE MOVING & STORAGE LLC  
 1700 S EASTERN AVE  
 OKLAHOMA CITY OK 73129-7440  
 USA

<b>Contract ID</b> 0000000000000000000004188		Page 1 of 1	
<b>Contract Dates</b> 10/15/2015 to 10/14/2016	<b>Currency</b> USD	<b>Rate Type</b> CRRNT	<b>Rate Date</b> PO Date
<b>Description:</b> SW 050 - Moving Services		<b>Contract Maximum</b> 0.00	
<b>TYPE: STATEWIDE</b>			

Tax Exempt? Y      Tax Exempt ID:736017987

**Contract Lines:**

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
1	78101804 / Moving Services Initial Contract Award. Please reference posted pricing information.	JA	1.00	0.00	0.00	0.00
	Contract Base Pricing		1.00000			JA

**COMMENTS:**

Refence Attached Pricing Schedule

Labor by Hour - State Packing / Supplier

Packing Per 1000 Pound Rate

Mandatory State Contract

Final = The price is final after adjustments  
 Hard = Apply adjustments regardless of other adjustments  
 Skip = Skip adjustments if any other adjustments have been applied

**Authorized Signature**  
 Original Signature on File

## Attachment A - Price Sheet Based on Rate Per Hour

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\*\*\* C.4.5. See below for supplier's separate area pricing.

	Per State Packing		Per Supplier Packing	
Labor Categories:				
Worker / Laborer	\$_____	\$27.00	Worker / Laborer	\$_____ \$27.00
Field Supervisor	\$_____	\$42.00	Field Supervisor	\$_____ \$42.00
Move Coordinator	\$ NC	Included	Move Coordinator	\$ NC Included
	(One Time Charge per Move)			(One Time Charge per Move)
Driver (optional)	\$_____	\$29.00	Driver (optional)	\$_____ \$29.00
Truck (optional)	\$_____	\$18.00	Truck (optional)	\$_____ \$18.00

\*\* Where applicable. i.e. where prohibited by law.

\*\*\* C.4.5. Ace will service all four regions and both metropolitan areas listed, however, activities outside The CWT per mile portion is all inclusive and is also exempt from travel surcharge. The travel surcharge is only for by-the-hour projects.

## Attachment A - Price Sheet Based on Weights

	1-50 miles	51-100 miles	101-150 miles	151-200 miles	201-250 miles	251-300 miles	301-350 miles	351-400 miles	401-450 miles	451-500 miles
1-1,000 lbs	829.00	866.00	895.00	905.00	919.00	940.00	950.00	963.00	974.00	980.00
1,001-2,000 lbs	665.00	700.50	728.50	737.00	750.50	771.00	780.50	793.50	804.00	812.50
2,001-3,000 lbs	577.00	611.60	639.30	648.00	661.70	681.30	691.00	703.30	714.00	716.70
3,001-4,000 lbs	535.50	570.00	597.50	606.30	620.00	639.80	649.30	658.80	669.50	671.30
4,001-5,000 lbs	511.40	545.00	572.00	580.60	593.40	610.40	620.00	632.00	642.80	644.00
5,001-6,000 lbs	495.50	528.30	554.70	563.20	575.80	593.20	602.30	614.30	625.00	626.70
6,001-7,000 lbs	484.10	516.50	542.60	550.90	561.60	580.60	589.60	601.60	612.30	614.30
7,001-8,000 lbs	475.60	507.60	533.40	541.60	552.30	571.10	580.10	590.40	601.00	602.50
8,001-9,000 lbs	468.70	500.20	525.60	532.40	544.20	563.10	570.40	582.00	592.70	594.40
9,001-10,000 lbs	463.20	494.40	518.20	526.30	537.90	555.40	564.00	575.50	586.10	588.00
10,001-11,000 lbs	458.60	489.50	513.40	521.30	532.60	550.10	558.70	570.10	580.70	581.80
11,001-12,000 lbs	456.30	487.10	511.00	519.00	530.50	548.10	556.60	568.00	578.70	580.00
12,001-13,000 lbs	450.20	480.80	504.40	512.50	522.80	541.30	549.80	561.00	571.60	573.10
13,001-14,000 lbs	445.20	475.50	499.10	506.90	517.10	535.50	543.80	555.00	565.60	566.40
14,001-15,000 lbs	440.90	470.80	494.30	502.00	512.10	530.40	538.70	549.80	559.70	560.70
15,001-16,000 lbs	436.60	465.60	489.50	497.30	507.20	525.30	533.60	543.80	554.50	555.60
16,001-17,000 lbs	443.90	457.50	496.20	503.10	513.60	531.60	539.70	549.90	560.60	561.80
17,001-18,000 lbs	440.20	453.70	492.00	498.90	509.20	527.20	534.40	545.30	555.90	556.70

## Attachment A - Price Sheet Based on Flat Rates - Ace

	1-50 miles	51-100 miles	101-150 miles	151-200 miles	201-250 miles	251-300 miles	301-350 miles	351-400 miles	401-450 miles	451-500 miles
1-1,000 lbs	\$829	\$866	\$895	\$905	\$919	\$940	\$950	\$963	\$974	\$980
1,001-2,000 lbs	\$1,330	\$1,401	\$1,457	\$1,474	\$1,501	\$1,542	\$1,561	\$1,587	\$1,608	\$1,625
2,001-3,000 lbs	\$1,731	\$1,834	\$1,917	\$1,944	\$1,985	\$2,044	\$2,073	\$2,109	\$2,142	\$2,148
3,001-4,000 lbs	\$2,142	\$2,280	\$2,390	\$2,425	\$2,480	\$2,559	\$2,597	\$2,635	\$2,678	\$2,685
4,001-5,000 lbs	\$2,557	\$2,725	\$2,860	\$2,903	\$2,967	\$3,052	\$3,100	\$3,160	\$3,214	\$3,220
5,001-6,000 lbs	\$2,973	\$3,169	\$3,328	\$3,379	\$3,454	\$3,559	\$3,612	\$3,685	\$3,750	\$3,760
6,001-7,000 lbs	\$3,388	\$3,615	\$3,798	\$3,856	\$3,931	\$4,064	\$4,127	\$4,211	\$4,286	\$4,300
7,001-8,000 lbs	\$3,804	\$4,060	\$4,267	\$4,332	\$4,418	\$5,139	\$4,640	\$4,723	\$4,808	\$4,820
8,001-9,000 lbs	\$4,218	\$4,501	\$4,730	\$4,791	\$4,896	\$5,068	\$5,133	\$5,238	\$5,334	\$5,349
9,001-10,000 lbs	\$4,632	\$4,944	\$5,182	\$5,263	\$5,379	\$5,554	\$5,640	\$5,755	\$5,861	\$5,880
10,001-11,000 lbs	\$5,044	\$5,384	\$5,647	\$5,734	\$5,858	\$6,050	\$6,145	\$6,270	\$6,380	\$6,391
11,001-12,000 lbs	\$5,475	\$5,845	\$6,132	\$6,228	\$6,366	\$6,576	\$6,672	\$6,816	\$6,944	\$6,960
12,001-13,000 lbs	\$5,850	\$6,250	\$6,557	\$6,662	\$6,796	\$7,036	\$7,147	\$7,293	\$7,430	\$7,449
13,001-14,000 lbs	\$6,232	\$6,657	\$6,987	\$7,096	\$7,239	\$7,490	\$7,602	\$7,770	\$7,918	\$7,929
14,001-15,000 lbs	\$6,613	\$7,062	\$7,414	\$7,530	\$7,681	\$7,950	\$8,070	\$8,247	\$8,395	\$8,410
15,001-16,000 lbs	\$6,985	\$7,449	\$7,832	\$7,956	\$8,115	\$8,400	\$8,528	\$8,700	\$8,872	\$8,889
16,001-17,000 lbs	\$7,546	\$7,777	\$8,435	\$8,552	\$8,731	\$9,037	\$9,163	\$9,348	\$9,530	\$9,537
17,001-18,000 lbs	\$7,923	\$8,166	\$8,856	\$8,980	\$9,165	\$9,486	\$9,612	\$9,815	\$10,006	\$10,008

## OPTIONAL MATERIAL COSTS

OFFICE MOVING TOTE CARTONS. Heavy duty tote carton with reinforced sides 24" long X 15" high X 12" deep for owner packing. Please note that in an effort to reduce the environmental impact of corrugated carton disposal after each project Ace offers a rebate of \$1.82 for every office moving lock bottom carton returned. This then results in a net cost to the State of \$1.06 per carton. (\$2.88 new - \$1.82 rebate = \$1.06 net cost)	Each	\$1.06
CARTONS 1.5 Book Carton, Various sizes, bidder to specify alternative sizes available	Each	\$1.12
CARTONS 3.0 Medium Carton, Various sizes, bidder to specify alternative sizes available	Each	\$1.98
CARTONS 4.5 Large Carton, Various sizes, bidder to specify alternative sizes available	Each	\$2.44
CARTONS Mirror Carton, Various sizes, bidder to specify alternative sizes available	Each	\$6.10
CARTONS Wardrobe Carton, Various sizes, bidder to specify alternative sizes available	Each	\$10.18
CARTONS - China Barrel	Each	\$6.87
Bubblewrap - Large Bubbles, 24" wide roll, 250' length	Roll	\$63.00
Shrink-wrap - 18" wide X 1500' long roll	Roll	\$29.00
Roll Tape - Plastic packing tape, 2" wide X 100' length roll	Roll	\$1.98

**Contract Period**

The initial contract period shall be for a twelve (12) month period, commencing Date of Award. This contract will include the option to renew at the same unit prices, terms and conditions for a maximum of four (4) optional additional years, in increments of one (1) year.

Contract Renewal – Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Supplier(s) performance of this Contract and subject to the availability of funds. The State, if it desires to exercise its renewal option, will provide written notice to the Supplier (s) no later than thirty (30) days prior to the Contract expiration date.

**Extension of Contract**

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

**Contract Preference**

This contract will be mandatory to all State Agencies.

**Type of Contract**

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

**Ordering**

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

**Cure Cause & Breach of Contract**

Upon written notification from requesting agency concerning the Contractor's failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for the State to cancel this contract on seven (7) days written notice to the Contractor. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation has been made.

**Work Overload Clause**

Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then the State reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

**Minimum Order Requirements**

Minimum order requirements will not be accepted.

**Indemnification and Hold Harmless Clause**

The Contractor shall indemnify and save harmless the State, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the State, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any part or parties by or from acts of said Contractor or its servants, agents, and subcontractors, in doing the work and rendered the services contracted for, or by or consequence of any negligence in operation, or any improper material or equipment used, or by or on account of any fact or omission of said Contractor or his or its servants, agents, and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court cost and all other expenses incurred in the investigation and defense of any claim or suit.

**Introduction**

The moving services established from this contract will consist of both commercial office relocations and employee household/residential relocations.

Oklahoma Statute Title 74 Chapter 17 – Travel and Moving Expenses – Section 500.51 – 500.55 provides the specifics of employee relocation allowances.

## **Definitions**

“Carrier” means any common carrier registered and approved by the Oklahoma Corporation Commission.

“Employee” means any state officer of employee with the exception of elected officials.

“Permanent transfer” means a transfer in excess of twenty –one (21) weeks

“Household goods” means personal effects excluding automobiles, boats, trailers, other than a manufactured home which is the principal residence of the employee, animals or any other possession not normally considered as household goods.

### **Household Moves:**

Mover is to pack, load, and unload household goods as specified per individual release (order) from this contract.

Mover is to service appliances at the point of origin and destination of move.

Per Title 74 O.S. §500.53, the actual line-haul cost of moving shall not include over ten thousand (10,000) pounds of employee’s household goods.

Movement of one manufactured home and its contents, regardless of the number of pieces into which it disassembles for transport, provided it is the principal residence of the employee; provided further, that said movement shall not exceed the equivalent cost of moving ten thousand (10,000) pounds of household goods the equivalent distance.

The insuring of the employee’s household goods and/or manufactured home, in the amount of One Dollar (\$1.00) per pound, not to exceed Ten Thousand Dollars (\$10,000.00).

Any additional moving expenses incurred as a result of said transfer shall be assumed by the employee upon approval.

### **Commercial/Office Moves:**

Supplier shall furnish all labor, equipment, vehicles and other items necessary to accomplish the move. All personnel are required to be employees of the Supplier. No subcontracting is permitted under this contract without written permission from the State.

Supplier shall be responsible for freestanding furniture, boxed personal belongings, electronic equipment (including copiers), artwork, equipment, and all other items when they are identified in the single statement of work.

All computer equipment shall be transported in a manner that provides protection from damage, moisture, dust, and shock related movement.

Supplier shall make the following preparations for the move of personal computers, computer monitors, printers, plotters, scanners, fax machines, copiers and any other miscellaneous peripheral devices:

The State will disconnect all cords, wires, etc., from device and wall outlets and leave them adjacent to the computer. Supplier shall pack all cords, wires, mouse, etc., in the same box with the same central processing unit (CPU). Label box with location number.

Each monitor shall be packed in a separate box protected from damage. The CPU, all associated cables, accessories, keyboard, etc., may be packed in the same box. Label box(s) with location number. Supplier shall use their professional judgment in providing appropriate boxes/packaging.

At new location, Supplier is to unpack the monitor, CPU and all associated accessories. These items shall be placed on any work surface in the designated office, conference room, etc. The cables, wires, mouse, keyboard, etc., should be placed on top of or immediately adjacent to the CPU.

All boxes and packing material are to be removed from the site by Supplier immediately after the items are unpacked. Supplier is not responsible for reconnecting cables, cords, etc.

The State reserves the right that some equipment may be prepared for shipment under separate contract but is to be moved by the Supplier.

### **Move Coordination Services**

Supplier shall be required, upon request, to provide a move plan and move coordination services. These services shall include a detailed move plan and all activities necessary for the relocation of furnishings, equipment, etc., from one location to another.

All planning and stages of coordination should be geared to meet a specific move date.

The coordinator shall determine the amount of effort required, plan the sequencing of the move, arrange for meetings, schedule delivery of packing boxes if required, ensure those being moved understand their tasks and schedule deadlines, be on-site as a troubleshooter on the day(s) of the move, etc.

A separate charge for this service shall be indicated on the pricing submittal. The rate specified shall include all direct and indirect overhead costs such as transportation, general and administrative costs, etc.

### **Move Consultation Meetings**

Occasionally during the move process Supplier may be required to attend meetings with department(s) to answer questions. The State will make every effort to keep these meetings infrequent and less than an hour in duration. If the State elects to contract for move coordination services, consultation meetings will be covered under that Scope of Work. The meetings are considered part of overhead costs and are not separately billable under this contract.

### **Coordination with Move Coordinator (MC)**

Supplier shall work closely with the State's MC prior to and during any office move to coordinate all issues at no cost to the State. The MC is a State employee from the department(s) moving, and will serve as the point of contact for coordinating the move with the Supplier.

### **Hours of Service**

Hours on the job will be computed from the arrival at the original site to the departure from the "move to" location. After Suppliers move team is assembled from the original site, supplier supervisor shall meet with the State MC or other person in authority. This meeting is to verify the starting time, number and grade of workers present and resolve any last minute issues. This meeting is mandatory and the supervisor shall be required to sign a tall sheet or verification form supplied by the State before starting.

Supplier's field supervisor shall obtain the State representatives written approval of time worked and the number of workers used at the end of each day. This approval is mandatory and shall be obtained and agreed to by both parties prior to the commencement of any move.

Most moves will take place during normal business hours, Monday – Friday, 7:30 AM – 5:30 PM.

### **Building Walk-Through and Protection**

Supplier shall, upon request from State, conduct coordinate, and document a pre-move walk through with the State MC to verify pre-existing conditions in and damages to the building at no additional cost to the State.

Supplier shall protect all surfaces (walls, floors, elevators, etc.) from damage by providing adequate building protection as approved by the State at no additional cost. Supplier shall notify the State in writing of any pre-existing damage to furnishings, equipment, surfaces, etc., prior to the move and receive verification from MC or designee. Once move is completed Supplier and MC shall inspect for any damage caused by the move. Any damage caused by Supplier shall be repaired or replaced at Suppliers expense and within a reasonable period of time.

Supplier shall assist the State in developing packing, tagging, and numbering procedures at no additional cost to the State.

### **Supervision**

Supplier shall provide field supervision during all moves. Upon request, Supplier shall provide evidence that supervisor is adequately trained. Due to critical nature and timeliness of each move, supervisor shall be conversant in English and have excellent communication skills. If contract performance problems arise, a supervisor must be available to meet on site as often as needed to resolve the problem.

### **Cleaning Up**

Supplier shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials and shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

### **Response Time**

Supplier shall perform any move no later than five (5) days after notification from the State to proceed with the move.

Supplier shall provide a contact person and telephone number for normal working hours. Supplier using a voice mail system or answering service shall initiate a call back to the sender within thirty (30) minutes of original call.

The State has the option of declaring any needed work to be an emergency. For emergency point-of-contact, the Supplier shall provide a contact person and a telephone number available 24 hours a day, 7 days a week, or have a

voice mail paging system service or an answering service.

### **Estimates**

Not to exceed estimates for each move shall be returned no later than three (3) working days after site visit, unless the Supplier and the State agree to a different time. Estimates shall be furnished at no additional cost to the State. Estimates shall include but are not limited to the following:

Name of department or agency to be moved

Indicate whether the move is during normal working hours or outside normal working hours (including nights, weekends or holidays).

Estimated number of labor hours itemized by category of work and number of workers needed within each category.

Hourly rate for each category from the pricing submittal

Estimated material cost itemized by type from the pricing submittal

Cost of special equipment (i.e., forklift, roll-off truck) if required for the move. All costs associated with the special equipment (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in its hourly rate.

All costs associated with the move (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in the hourly rates of the pricing submittal.

### **Settlement of Damage Claims**

All claims by the State for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move at one hundred percent (100%) of repair or replacement costs.

The State may hold payment for the individual moving service in abeyance until all such claims are resolved against the move.

### **Insurance Requirements**

The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1.	Workers' Compensation: Coverage A:	Statutory
2.	General Liability: Per Occurrence:	\$1,000,000
	Personal/Advertising Injury:	\$1,000,000
	General Aggregate:	\$2,000,000
	Products/Completed Operations:	\$ 2,000,000 aggregate
	Fire Damage Legal Liability:	\$ 100,000
3.	Automobile Liability: Combined Single Limit:	\$1,000,000