

SWC 170, Moving Services Specifications

1. General Solicitation Information

1.1. **Scope:** The purpose of this solicitation is to provide moving services per the specifications outlined below. The Contractor(s) shall provide all goods or services required by this Contract to all Tennessee State Agencies and shall also make this Contract available to all Authorized Users, as defined in the Terms and Conditions. Contractor(s) agrees to extend this Contract to Authorized Users.

2. Definitions and Abbreviations

Boxes	Any cardboard Boxes provided by the Contractor(s).
Contractor(s) Personnel	Contractor(s) personnel shall include supervisor, move personnel, and
	truck operators necessary to complete the service.
Crates	Any case, Tyga-boxes (or equal), etc. provided by the Contractor(s).
	Crates shall:
	a. have a reinforced double wall collar;
	b. include tie-wrap and clip compatibility and positive strapping
	locations in both directions;
	c. have leak-resistant lids; and
	d. be stackable.
Crate Dolly or Skate	Used to increase the mobility of the Crates, shall be able to hold and
	move stacked Crates safely
Emergency Moves	A move deemed as an emergency by the Authorized User where little
	or no advance notice can be given due to the circumstances of the
	move (e.g. safety concerns).
Mandatory Walk Through	The time designated by the Authorized User for all qualified
	Contractors to visit the move site and learn which items shall be
	moved. The Authorized User shall notify Contractors of any special
	requirements for the move and all scope of work and scheduling
	details at this time. Any qualified Contractor who fails to attend a
	Mandatory Walk Through cannot submit a Quote for that particular
	move.
Move Date	The actual date items are moved from the Authorized User's original
	location to the Authorized User's destination location. For moves that

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	last more than one day, the move project shall have multiple move
	dates based on when physical items are moved.
Move Destination	The location the Authorized User is moving to.
Move Manager	The person appointed by any Authorized User to be the manager of
	the move. This is the main person the Contractor shall work with in
	coordinating and conducting the move.
Move Origin	The location the Authorized User is moving from.
Office Furniture/Equipment	Any furniture, equipment or general office effects utilized within the
	total office area. This includes but is not limited to:
	a. Chairs;
	b. Desks;
	c. Bookcases;
	d. Conference and other table;
	e. File cabinets and files;
	f. Printers and Facsimile machines;
	g. Automation equipment; and,
	h. Break room equipment.
Packing Material	Items that are required to assist and protect in the movement of
	Authorized User property from one location to another. This includes
	but is not limited to Boxes, dish packing, tape, labels, bubble wrap,
	Crates and Crate Dollies or Skates.
Pallet Pick-Up and Transfer	Involves the transfer of Pallets or Skids from one designated facility to
	another. The Authorized User shall specify the move origin and move
	destination locations.
Pallet or Skid	Used to stack Boxes, Crates, or other items being moved on to
	transfer them more easily from one location to another.
Quote	This is the written and itemized list of prices for the goods and
	services needed for each move. Qualified Contractors for the Region
	of the Move Origin will provide prices and volume, or other amounts
	as specified in the request for quotes. The Contractor submits a
	Quote in response to a move request at no cost to the State.
Statewide Contract "SWC"	Means a contract for goods or services established by the Chief
	Procurement Officer that all State Agencies shall utilize and that may
	be used by Authorized Users.
Supervisor	The person appointed by the Contractor to supervise the move. This
	is the main person the Authorized User shall work with in
	coordinating and conducting the move.
UOM	Unit of Measure.
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3. Scope of Services

3.1. Contractor shall provide the moving services required to coordinate and perform all activities required to transport and relocate Office Furniture, automation equipment, records management (file systems), other equipment, Boxes, Crates, general office effects, and Pallets or Skids. Contractor(s) shall furnish all labor, materials, equipment, and vehicles to accomplish each scheduled move.

- 3.2. Moving services shall include but not be limited to the following:
 - Deconstruct, transport, reconstruct, and place all Office Furniture/Equipment and general office effects from Move Origin to Move Destination.
 - b. Transport surplus furniture/equipment to a facility of Authorized User's designation and dispose of any landfill items as requested.
 - Drop-off, pick-up and transport from Move Origin to Move Destination any Pallets, Skids,
 Crates, Crate Dollies or Skates and any other materials designated by the Authorized
 User.
- 3.3. For moves over \$10,000, Authorized Users shall seek Quotes from all Contractors awarded in the Move Origin's region. The Authorized User shall award the move to the Contractor who timely submits the lowest Quote. All Contractors who timely submitted Quotes shall receive notice of the award.
- 3.4. For moves under \$10,000, Authorized Users may seek Quotes from all Contractors awarded in the Move Origin's region as described in Section 3.3. Authorized Users may choose to instead proceed to utilize any Contractor awarded to the Move Origin's region without seeking multiple quotes.
- 3.5. The Contractor shall respond to an Emergency Move job request within seventy-two (72) hours; if this period falls over a weekend, this may be extended up to one hundred twenty (120) hours at the discretion of the Authorized User.

4. Move Initiation Process

- 4.1. When initiating a move, the Authorized User shall provide relevant details regarding an individual move, such as the following:
 - a. Estimated scope of work;
 - b. Estimated move date(s);
 - c. Move Origin and Move Destination points;
 - d. Authorized User Move Manager and contact information;
 - e. Estimated Quote submission deadline;
 - f. Mandatory Walk Through details if the Authorized User, at its sole discretion, determines a Walk Through is required; and,

- g. Pre-move meeting details if the Authorized User, at its sole discretion, determines a Pre-move meeting is required. Contractors shall coordinate pre-move activities by meeting an Authorized User representative, prior to the move, at no additional cost to the Authorized User.
- 4.2. Authorized User has the final decision making authority as to what products and/or services shall be used to fulfill the move.
- 4.3. At the discretion of the Authorized User, Contractors may be required to attend a Mandatory Walk Through as further described below.
 - a. Contractor shall be on time and sign in at the Mandatory Walk Through. Any Contractor not on time may be excluded from submitting a Quote for the specified move.
 - b. If deemed necessary, the Authorized User is only required to conduct one Mandatory Walk Through per move. However, the Authorized User, at its sole discretion, may choose to conduct more than one Mandatory Walk Through to allow for more Contractor participation. If more than one Mandatory Walk Through is made available, the Contractor is only required to attend one.
 - c. The Contractor shall be notified at least five (5) working days prior to the Mandatory Walk Through date.
 - d. Contractors shall respond by the RSVP date listed on the Mandatory Walk Through invite with confirmation of attendance for regular and Emergency Moves.
 - e. Contractors in attendance at the Mandatory Walk Through may be given additional details the Authorized User requires for the move and activities relative to the specified move such as move schedules, critical times, or scope of work. Authorized User may provide a moving guideline hand out at Mandatory Walk Through or with the move quote request. The awarded Contractor and the Authorized User may modify the moving guidelines upon mutual agreement.
 - f. The Authorized User shall notify the Contractor at the Mandatory Walk Through of the exact location of the destination point(s). If the destination point is known before the Mandatory Walk Through the Authorized User should let the Contractor know so they can determine if they want to participate. All details of the move shall be provided by the Authorized User to Contractors no later than the date of the Mandatory Walk Through or due date listed in the individual move requirement.
- 4.4. The Contractor shall let the Authorized User Move Manager know by the deadline to respond if they can conduct the move and shall provide a line item Quote for the materials, labor and any equipment required to complete the move. This Quote shall document how many movers are included in the labor charge. This Quote shall total what the cost is for each line item and

- for the entire move. Quotes shall be sent to the Authorized User contact and shall be received no later than the date and time which the Authorized User specifies. The Authorized User shall determine Quote format and acceptable means of Quote submission e.g., email, fax, etc.
- 4.5. The Authorized User shall evaluate all timely Quotes submitted by qualified Contractors. In its evaluation process, the Authorized User shall check the math performed in each line item and in calculating the total cost of the move. If a qualified Contractor submits a timely Quote containing a math error, the Authorized User shall permit the Contractor to correct the error. Timely Quotes containing math errors shall be evaluated for award of the move when the error is corrected.
- 4.6. If no Contractors awarded to the Move Origin's region can conduct the move, then the Authorized User, at its sole discretion, can seek Quotes from Contractors awarded in surrounding regions.

5. Scope Changes

- 5.1. The Authorized User shall notify the awarded Contractor immediately if there is a scope change, schedule change, delivery location change or any other change that impacts the move.
 - a. Scope changes do not require the Authorized User to re-Quote the move with any other Contractor, but the Contractor conducting the move shall provide a supplemental Quote if there is a change in cost due to the scope change. The Authorized User may at their sole discretion send the changes to all the other Contractors qualified in the county and allow them to re-Quote. This can be done either once a change is discovered or after the awarded Contractor submits the new Quote to reflect the change in scope.
 - b. Any schedule changes shall only be allowed with the mutual agreement of both parties. In the event the awarded Contractor is unable to meet the requested schedule changes, the Authorized User shall ask the Contractor who submitted the second lowest Quote if it can perform the move at the Quoted price. The Authorized User shall proceed in this way until a Contractor can perform the move at the originally Quoted price. If no Contractor can accommodate the scheduling change and conduct the move at the originally Quoted price, the Authorized User shall submit a new move request to all qualified Contractors. Qualified Contractors may submit new Quotes.
 - c. In the event the initially awarded Contractor has already performed some services, (e.g., delivered Crates) and a change to the move date or scope prevents the Contractor from being able to complete the move, the State shall pay the originally selected Contractor for costs incurred. The Contractor shall provide detailed written documentation of the services provided and costs incurred.

6. Packing Materials

- 6.1. The awarded Contractor shall deliver all Packing Material to the move destination a minimum of five (5) working days prior to the scheduled move but no more than seven (7) working days prior to the move, unless requested in writing by the Authorized User. If there is a dispute about charges, the Contractor shall provide the written request as proof. Failure to provide the written request shall result in non-payment of the disputed charges by the State.
- 6.2. It is the Authorized User's responsibility to place labels on Crates, Boxes, Pallets or Skids, equipment and/or anything else packed if they wish to have labels on the items being moved. The Contractor shall provide these labels to the Authorized User for use.
- 6.3. The Contractor shall provide the Authorized User with a written, itemized proof of delivery for all Packing Materials delivered to a move site. This proof of delivery shall include a detailed list of what was delivered, including quantities. The Contractor shall maintain a copy of this proof of delivery. Failure to provide written proof of delivery for all Packing Materials may result in the State not paying disputed charges should a dispute arise.
- 6.4. The Move Manager or designated representative shall count all Packing Material delivered and sign the Contractor's proof of delivery verifying the Authorized User received the documented items.
- 6.5. After the Contractor provides all moving services, it is the Move Manager's responsibility to verify all items have been moved to the new location.
- 6.6. It is the intent of the State to return to the Contractor all Boxes, Crates and/or Crate Dollies or Skates furnished by the Contractor. Empty Boxes, Crates and/or Crate Dollies or Skates shall be available for pick-up within five (5) working days after completion of each move. The Authorized User is responsible for flattening each box and stacking the flattened Boxes in one central area. The Authorized User is also responsible for stacking the empty Crates and Crate Dollies or Skates in one central area. If more than one floor was affected by the move, the Authorized User shall stack the flattened Boxes, Crates and/or Crate Dollies and Skates in one central area on each floor. See Section H. Rental Crate and Crate Dolly or Skate Management for more detailed requirements on how these items shall be handled.
- 6.7. The Contractor shall pick up Packing Material, Crates and Crate Dollies or Skates five (5) working days after the move date or as agreed upon by the Authorized User. A detailed list of Contractor requirements for Crates and Crate Dolly or Skate pick up is listed in Section H. Rental Crate and Crate Dolly or Skate Management.

7. Additional Contractor Responsibilities

- 7.1. The Contractor shall have service organizations with representation to all regions they have been awarded. In addition, the Contractor shall identify a manager for each region in which the Contractor is awarded. The designated managers shall become familiar with the contract and the Authorized Users and be prepared to handle all service issues and billing inquiries promptly. The manager shall be available Monday Friday 8:00 am to 5:00 pm Central Time (CST). The State reserves the right to request a replacement manager or Contractor personnel at any time.
- 7.2. The State and the Contractor shall refer to the escalation tree to report or address any issues.
- 7.3. Contractor shall have a designated Supervisor(s) on-site for the duration of all moving jobs unless approved by the Authorized User. The Authorized User may request for there to be a supervisor at both the original location and the destination location. The Supervisor(s) shall be the Authorized User's consistent point of contact during the move. If the Supervisor is not fulfilling their requirements, the Authorized User reserves the right to request a new Supervisor.
 - a. Moves estimated to be under \$1,000 may not require a Supervisor. If the Authorized User does not require a Supervisor, this shall be stated in the move job requirements.
 - b. Jobs utilizing subcontractors require a Supervisor on-site from the Contractor.
- 7.4. The Supervisor(s) shall attend any requested pre-move meeting.
- 7.5. The Supervisor(s) shall have thorough knowledge of the Mandatory Walk Through and what the move entails. It is the supervisors responsibility to inform their employees of move details (size of move, length of move, start time, end time, etc.).
- 7.6. The Supervisor(s) shall properly oversee Contractor personnel with their assigned tasks to ensure the move is accomplished in an effective and efficient manner. The Supervisor shall be on site to supervise, direct Contractor personnel, answer questions, address any possible issues, etc. If requested by the Authorized User, the Supervisor(s) shall not participate in moving, loading, or unloading, but be there to strictly supervise the move. If any on-site Contractor personnel are not fulfilling their job obligations, the Authorized User reserves the right to ask for a replacement.
- 7.7. The Supervisor(s) shall inspect the move site and all materials to be moved prior to starting work and submit any existing damages to the Authorized User Move Manager. The Move Manager shall inspect the damage and sign if they are in agreement with the submission.
- 7.8. The Supervisor(s) shall ensure that the quoted quantity of movers are present for the duration of the move. In the case of an unaccounted for mover(s), the supervisor shall make the Authorized User Move Manager aware immediately. The Contractor shall have no more than four (4) hours to replace the unaccounted for mover(s). If the mover(s) is not replaced within

- the required time frame, the Contractor may not charge the Authorized User any additional cost without prior written approval.
- 7.9. All on-site Contractor personnel shall have visible, Contractor-furnished identification at all times. Contractor-furnished identification may be a shirt, hat, vest, lanyard, badge, or other form of identification acceptable to the Authorized User Move Manager.
- 7.10. The Contractor shall provide a sufficient number of enclosed, weather-proof solid bodied trucks to accomplish move requirements according to schedule. The enclosed truck(s) shall bear the Contractor's name and, if applicable, its logo. If the Contractor is using a rented or leased truck, it shall provide a copy of the rental agreement and proof of insurance coverage to the Authorized User prior to the start of any move activity. The Contractor shall not be reimbursed for rented or leased trucks. Note: Under no circumstances shall the Contractor use open-air trucks or other open-air conveyance(s) to move/transfer Authorized User property.
- 7.11. All Packing Materials furnished by the Contractor shall be delivered to the origination location prior to the move and removed by the Contractor during the post-move pick-up. These materials shall be delivered to the move site a minimum of five (5) working days prior to the scheduled move but no more than seven (7) working days prior to the move unless requested in writing by the Authorized User.
- 7.12. The Contractor shall protect the move site by utilizing sufficient coverings (including but not limited to Masonite, plywood, furniture pads, etc.) to protect building floors. In addition, protection for walls, door facings, columns, and anything else shall be utilized to protect all building surfaces.
- 7.13. The Contractor shall protect elevators, such as side pads, door frames and anything else that needs protection. Contractor shall be responsible for any damages (scratches, punctures, dents, tape residue, stains and/or anything else) sustained to the elevators, including, but not limited to, door frames, doors, and interior compartments. Contractor shall not exceed the recommended load limits for elevators.
- 7.14. The Contractor accepts liability for any and all damage to State property or leased property damaged as a result of the move. This includes but is not limited to the structure of the building(s) involved in the move and/or items being moved.
- 7.15. In the event the Contractor damages, destroys, loses or an item is stolen during the move, the Contractor shall be responsible for paying the full repair cost for the damage. If the damage cannot be repaired the Contractor shall be responsible for paying the fair market value of the item at the time of loss. A licensed appraiser of the State's choosing shall be used to determine what the fair market value should be at the expense of the Contractor.
- 7.16. The State requires each Contractor to credit in full all overcharges to the State.

- 7.17. The State requires each Contractor to be able to conduct moving services at all current and potential locations within the region they are awarded.
- 7.18. A certificate of insurance (COI) shall be presented to the State during any move related to a leased property. The COI shall include the leased property's address and the landlord's name. Please note, some lessors may require the names of additional insured on the COI and the Contractor shall provide this information at their expense. This documentation shall be due one (1) business day after notification of award to the Contractor. See the Terms and Conditions for further details about insurance requirements.
- 7.19. In the course of providing moving services or participating in a Mandatory Walk Through, the Contractor may have access to restricted areas or information that is regarded as confidential. All Contractors shall comply with the "Confidentiality of Records" contract term included in this Contract. Also, Authorized Users may request the Contractor or Contractor Personnel, or both, to sign additional confidentiality agreements and shall communicate any such requirement as part of the move details.
- 7.20. Neither the State nor the procuring State Agencies are required to provide parking for Contractor personnel. No State parking is to be used by Contractor personnel unless permitted by Authorized User.

8. Rental Crate and Crate Dolly or Skate Management

- 8.1. The Contractor selected to provide Moving Services for each region shall be expected to help the Authorized User manage the amount of days the Authorized User holds Crates and Crate Dollies or Skates to help the State hold down cost for each move. The management plan is broken down into two sections:
- 8.2. Pre-move Activities: This section is for any Crate and Crate Dolly or Skate activity prior to the move date.
 - a. The Contractor shall be required to deliver Crates and Crate Dollies or Skates to the move site prior to the move within the time frame requested by the Authorized User.
 - b. The Authorized User shall only accept charges for any Crates and Crate Dollies or Skates provided within the time frame requested by the Authorized User.
 - c. If there is a dispute about charges, the Contractor shall provide the written request as proof. Failure to provide the written request shall result in the State not paying the charges in question if there should be a dispute about charges.
- 8.3. Post-move Activities: This section is for any Crate and Crate Dolly or Skate activity after the move date.

- a. The Contractor may only charge for Crates and Crate Dollies or Skates for the number of working days as identified by the Authorized User.
- b. After the final day identified by the Authorized User, the Contractor shall make a reasonable effort to pick up the Crates and Crate Dollies or Skates. This effort shall include but is not limited to contacting the onsite Authorized User Move Manager to see if they have any misplaced Packing Materials.
- When the Authorized User does not return all Crates and Crate Dollies or Skates within c. the timeframe identified by the Authorized User after the move date, the Contractor shall provide the Move Manager with written documentation of the missing items and the daily cost of those items as provided on the initial quote. Once the Contractor provides written documentation of the missing items, the Authorized User shall have five (5) business days to locate the missing items and provide written notice to the Contractor. The Contractor shall then have five (5) business days to retrieve the missing items. If the Contractor does not retrieve the missing items within five (5) days after written notice, the Contractor shall discontinue all charges of the missing items and shall not charge a non-returned rate for the missing items. If the missing items are not located within five (5) business days of the Contractor providing written notice, the Contractor shall charge the non-returned rate of the items and forego a daily charge of the missing items beyond the initial scheduled pickup date. If the Contractor shall return to retrieve a missing item, the Contractor may charge the Authorized User a mileage rate not to exceed .47/mile. The Contractor shall take the most direct route between the Contractor location and the Authorized User location. Documentation for proof of mileage may be requested.
- d. If the Contractor does not provide written documentation of the missing items within the five (5) business days after the timeframe provided by the Authorized User, the Authorized User shall not be charged for costs incurred more than the time identified by the Authorized User after the move date. If the Contractor provides written documentation of the missing items more than five (5) business days after the timeframe identified by the Authorized User after the move date, charges shall begin to accrue on the date documentation is provided.
- 8.4. If for any reason the Contractor cannot or fails to pick up Crates and Crate Dollies or Skates on a prior scheduled date the State shall not be charged for subsequent days of rental fees. The Authorized User may make arrangements to have these items picked up prior to five (5) business days after the timeframe provided by the Authorized User after the move date and shall be charged only up to the scheduled date.
- 8.5. If the Authorized User loses or destroys a Crate and/or Crate Dolly or Skate, the Contractor shall invoice the Authorized User for the items in accordance with the line items established on the contract.

9. Invoicing Procedures

- 9.1. Any invoice(s) submitted for payment shall match or be lower than what was listed in the original Quote or supplemental Quote provided after a material change. In instances where there are changes on moving day, the Contractor shall provide written documentation of the changes and show proof of an Authorized User representative's approval of the changes and revised pricing. This written documentation shall detail how the changes affected the last Quote. It shall also list the same line item details required in the move Quote. See the Terms and Conditions for more details on invoicing.
- 9.2. Once the move is complete the Contractor shall submit an invoice for payment. This invoice shall note exceed the original Quote, or a supplemental Quote provided after a material change with Authorized User approval. In instances where there are changes on moving day, the Contractor shall provide written documentation of the changes and show proof of an Authorized User representative's approval of the changes and revised pricing. This written documentation shall detail how the changes affected the last Quote. Payment shall be issued after all move requirements are complete.