

BUYER'S GUIDE



Moving and Storage Services - Statewide

This Buyer's Guide is applicable
to the following Price Agreements:

PO-10700-00002843 – Lile International
PO-10700-00002844 – Suddath Relocation Systems of Oregon
PO-10700-00002845 – Chipman Relocation & Logistics
PO-10700-00002846 – Redefyne Moving
PO-10700-00002847 – Willamette Express
PO-10700-00002848 – PDX Movers

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I. SERVICES & USE OF AGREEMENT

The Sections below are Sections from the Agreement, they may be pieces, parts, or may be partial information. The Sections below in no way are meant to replace or take precedence over the AGREEMENT. Authorized Users should read and understand the Agreement before using these Agreements.

Services: During the term of the Price Agreement Contractor agrees to provide all Services ordered by Authorized Purchasers in accordance with the terms and conditions of this Price Agreement.

- i. Contractor shall provide all transport vehicles and equipment necessary for delivery of Services to be provided under Project Authorization, even though certain items may not be specifically described in the Price Agreement. Equipment includes all carts, dollies, temporary storage containers, fittings, couplers, brackets, adapters, etc. necessary for proper moving of boxes, office furniture, equipment, materials, and supplies.
- ii. Contractor shall provide moving and storage services to State Agencies, Authorized ORCPP Participants, and Washington MCUA members (Authorized Purchasers), using owned or leased vehicles, equipment and facilities.
- iii. Services shall include planning, scheduling, disassembly of standard office furniture (non-systems furniture), loading, transporting, unloading, and reassembly of office furnishings (e.g., office equipment, file cabinets, bookcases) boxes, containers, materials and miscellaneous equipment, and Storage of office items as needed or desired by Authorized Purchasers.

Public Improvements: It is the sole responsibility of the Authorized Purchasers to review the scope of work and make a determination as to whether the work is a Public Improvement as defined by OAR 125-246-0110.

II. REQUESTING WORK - PROCESS

POINT of CONTACT (POC): Each Authorized Purchaser utilizing the Price Agreement will identify a designated Agency Point of Contact (APOC) who will request, authorize, coordinate and schedule all moving services. The Contractor shall provide a designated Contractor Point of Contact (CPOC) who will attend all meetings, provide Project Submittals, schedule and coordinate all Moving Service Request Orders (MSROs). APOC or designee will schedule an on-site MSRO Meeting as needed with the Contractor Point of Contact for each Project to discuss Project planning, scheduling, staffing and any special issues. On occasion, after the scope and cost of a Project are determined and authorized by the APOC, the Authorized Purchaser may choose to use an on-site representative instead of the APOC to assist in the on-site coordination of Projects.

REQUESTING WORK: An APOC requesting moving or storage services will complete and email or fax an MSRO form to the POC prior to each Project. This MSRO will provide a brief description of the Project, a contact phone number, a proposed Project time frame (date/time) and identify the site locations. Agencies generally will provide ample notice of moving service requests, although immediate, short or emergency response times by Contractor may be requested and or required. Authorized Purchasers will select Contractors based on the outlined Best Value Analysis process:

- select the potential Contractors that are qualified to provide the Services required within the area needed;
- select from that group, the potential Contractors that provide any specialized equipment that is required for the Project, based on the Authorized Purchaser's professional judgment;
- select from that group, the potential Contractors that are available and can meet the required turnaround time; and
- if more than one potential Contractors proposal meets the determined Services and requirements within the applicable area of the move, the Authorized Purchaser will select the Contractor based on the lowest overall cost of the Project.

Accepted MSRO's establish separate Contracts between the Authorized Purchaser and Contractor and include the terms set forth in Sections 2 and 3 of the Agreement.

State Agency MSRO Limitation. Authorized Purchaser(s), who are State of Oregon Agencies must receive legal sufficiency approval for all MSRO's in excess of \$150,000.00 (OAR 137-045-0030 (1)(a))

Tenants of DAS-owned buildings: It is the obligation of the Authorized Purchaser to identify that Authorized Purchaser is a tenant of a DAS-owned building on the MSRO and coordinate all moves within those buildings, with DAS Enterprise Asset Management ("DAS EAM"). Contractor shall only accept

MSRO's showing approval by DAS EAM if Authorized Purchaser has identified themselves as a DAS-owned building tenant on the MSRO.

RESPONDING TO A MOVING SERVICE REQUEST ORDER (MSRO): The Contractor must contact the Authorized Purchaser Point of Contact to schedule the MSRO Meeting within 24 hours of any MSRO received between 8:00 AM - 5:00 PM, Monday - Thursday or by 10 AM of the first workday following a weekend or State holiday.

BEST VALUE ANALYSIS (BVA) and JUSTIFICATION: Each Authorized Purchaser utilizing the Price Agreement will conduct a BVA process as provided for in the Agreement (Section 1.2 and Exhibit C). Each BVA will be the justification and determination solely of the Authorized Purchaser.

EXHIBIT C: BVA AND SELECTION. SUMMARY: Use of this Price Agreement and sound business practice require that a selection process be followed to determine a "Best Value" price. This is accomplished in most cases by factoring industry and market pricing with the expected value, delivery, quality, solutions and services to be purchased, however, Best Value does not necessarily mean the lowest price offer. This selection process will assist the Authorized Purchaser in establishing Best Value.

1.1 Process: Authorized Purchasers shall follow the process outlined here prior to issuing an MSRO.

An Authorized Purchaser shall:

- i. Request quotes on the MSRO form, for the Services from the Contractors on Agreement.
- ii. Contact at least three different Contractors via phone, e-mail or fax with requirements that includes a "Best Value Analysis" which may request, but is not limited to, the total price, delivery schedule, service levels, and information on past performance, service area, and references that may also be contacted;
- iii. Request these Contractors to provide quotes, on the MSRO form, for specific Goods and Services needed. Rates provided in any quote shall not exceed the most competitive rates set forth in the Price Agreement. However, the Contractors may agree to extend specialized, discounted pricing based on the Authorized Purchaser's requirements by providing a specific quote;
- iv. Determine which Contractor provides the best value for Authorized Purchaser based on the Best Value Analysis described in Authorized Purchaser's request; and
- v. Use the Best Value form below to document its files on the process, considerations, findings, and decisions used for selecting the supplier through the Best Value Analysis.

Note: The BVA process is required by ALL State of Oregon Agencies and Entities utilizing the Agreement. It is best practice for ALL Authorized Purchasers to use the BVA Process also but not required. The BVA documentation is a PUBLIC RECORD and may be requested as such, always process the BVA and save in the Contracting File for Purchase of these Services.

SIZE OF PROJECT: A Project may include moving a single desk, an entire section, an entire floor or an entire building or multiple buildings.

TYPES OF PROJECTS: A Project may include any or all of the following:

- Moving on the same floor;
- Moving to different floors in the same facility;
- Moving from one facility to another facility in the same area;
- Moving from one area to another area, Statewide; See below Section 2.1.2 Projects involving moves between multiple Statewide areas;
- Moving and storage of computer equipment and conventional office furniture (desk or bookcases, conference tables, boxes, free standing file cabinets, map cabinets, flat files, computer stand and chair, etc.) to or from a Project location;
- A Project may include the moving and storage of Systems Furniture components. A Project may NOT include the disassembly, or assembly of Systems Furniture components.

Projects involving moves between multiple Statewide areas. All costs associated with a Project and the Authorized MSRO must be calculated using the originating area costs.

Normal Business Hours. Projects will routinely occur within normal business hours: 7:00 am to 5:00 p.m. (Pacific Standard Time), Monday through Friday.

Project Completion. Contractor shall complete all Projects in one business day unless otherwise specified on the MSRO form and approved by the Agency Point of Contact at the time of the MSRO Meeting.

III. LEGAL SUFFICIENCY – APPLICABILITY

State of Oregon Agencies and Entitles must send MSRO documents, for purchases of \$150,000.00 and above, to DOJ for legal sufficiency approval.

AAG of RECORD:

Reza Alavi

reza.alavi@doj.state.or.us

503-586-9177

IV. PUBLIC WORKS – PREVAILING WAGE

PUBLIC WORKS PROJECTS: Each Authorized Purchaser shall be exclusively responsible for determining the applicability of these laws to Services ordered under this Price Agreement, and for ensuring that the Contractor complies with those laws.

V. AUTHORIZED USERS

The Price Agreement is available for use by Authorized Purchasers which include state agencies and entities, Oregon Cooperative Procurement Program (ORCPP) participants, Washington State MCUA members.

VI. USAGE – MANDATORY USE OR CONVENIENCE

The Price Agreements are mandatory contract for all Oregon State Agencies under DAS Authority.

All Other Entities: The Price Agreement may be used at their sole discretion.

VII. RATES AND PRICING

Rates included in these Price Agreements are provided in Exhibit B of the Price Agreements, posted to the OregonBuys system. Pricing may be updated by Amendment per the Agreement (see Amendments posted to the OregonBuys system, if any).

Prevailing Wage Rates Requirements: It is the sole responsibility of the Authorized Purchasers to determine the applicability of Prevailing Wages, notify the Contractor of the applicability and ensure the Contractor complies with the prevailing wage requirements in the Price Agreement.

VIII. INVOICING & PAYMENT

INVOICE

Contractor shall invoice Authorized Purchaser only after delivery of all Services and ancillary Supplies ordered. Invoices shall be sent to the address provided by Authorized Purchaser for that purpose. Contractor shall include all of the following in its invoice:

- Price Agreement number.
- MSRO number.
- Services and ancillary Supplies ordered.
- Date delivered.
- Volume or quantity of Services and ancillary Supplies delivered.
- The price per item of Services and ancillary Supplies.
- All Fees charged.
- The total amount invoiced.
- The address to which payment is to be sent.

PAYMENT

2.3.1 Contractor shall look solely to Authorized Purchaser for payment of all amounts that may be due under this Contract. AUTHORIZED PURCHASER IS SOLELY RESPONSIBLE FOR PAYMENT UNDER THIS CONTRACT. Subject to Authorized Purchaser's acceptance of Services and ancillary Supplies, payment is due from Authorized Purchaser within 45 calendar days after the date of the invoice.

2.3.2 Any and all Public Works projects shall be paid the Prevailing Wage Rate, as stated in Section 3 of the Price Agreement.

Upon approval of Contractor's invoice the Authorized Purchaser will pay the Contractor within forty-five [45] calendar days by Law.