



Invitation for Bids **(Revised November 27, 2018)**

BID OPENING DATE: December 4, 2018 TIME: 11:00 A.M. EST INVITATION FOR BIDS NUMBER: 23140	TITLE: Group 79004 – MOVING SERVICES (STATEWIDE) Classification Codes: 78
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CONTRACT PERIOD: 5 Years

DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law § 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.

Email Address: Anthony.Montes@ogs.ny.gov

Tony Montes Contract Management Specialist 2 Telephone No. (518) 473-1354 E-mail address: Anthony.Montes@ogs.ny.gov	Jose DeAndres Team Leader Telephone No. (518) 474-3024 E-mail address: Jose.DeAndres@ogs.ny.gov
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Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>	NYS Vendor Identification Number: <i>(See New York State Vendor File Registration Clause)</i>
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Legal Business Name of Company Bidding:

D/B/A – Doing Business As (if applicable):

Street	City	State	County	Zip Code
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E-mail Address:	Company Web Site:
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If applicable, place an "x" in the appropriate box(es) *(check all that apply)*

<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> Service Disabled Veteran Owned Business	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
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If you are not bidding, place an "x" in the box and return this page only.

WE ARE NOT BIDDING AT THIS TIME BECAUSE:

FOR PROCUREMENT SERVICES USE ONLY

LITERATURE <input type="checkbox"/>	LETTER <input type="checkbox"/>	FLASH DRIVE <input type="checkbox"/>	OTHER <input type="checkbox"/>	# of Binders/Packages: _____
PURC. MEMO <input type="checkbox"/>	CD/DVD <input type="checkbox"/>	SDHC CARD <input type="checkbox"/>	_____	Documented by: _____

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 90 calendar days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Invitation for Bids.
2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Invitation for Bids.
3. The Bidder has read and understands the provisions of the Invitation for Bids, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at https://ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

Print Full Bidder Entity Name

By: _____
Signature of Person Authorized to Legally Bind the Bidder

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

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APPENDICES AND ATTACHMENTS

APPENDICES

Appendix A – *Standard Clauses for NYS Contracts* (January 2014)

Appendix B – *General Specifications* (April 2016)

ATTACHMENTS

Attachment 1 – *Pricing*

Attachment 2 – *NYS Required Certifications*

Attachment 3 – *Encouraging Use of NYS Businesses*

Attachment 4 – *Insurance Requirements*

Attachment 5 – *Bidder Information Questionnaire*

Attachment 6 – *Bidder Submission Checklist*

Attachment 7 – *Bidder Questions Form*

Attachment 8 – *Report of Contract Usage*

Attachment 9 – *Sample Project Definition Form*

1. INTRODUCTION

1.1 Overview

This Solicitation is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Moving Services as specified herein for all Authorized Users eligible to purchase through this Solicitation.

This Solicitation outlines the terms and conditions and all applicable information required for submitting a Bid. Bidders should pay strict attention to the Bid submission date and time to avoid disqualification. Bidders are strongly encouraged to read the language of this Solicitation thoroughly and to precisely follow the instructions included in the Solicitation and all attachments.

This is a multiple award, competitive procurement. The resulting centralized Contract(s) will be awarded for 5 year terms to responsive and responsible Bidder(s), up to 5 Contracts per region in 10 geographic regions (“Regions”) (see Section 1.2 Scope and Regions below), and as discussed in greater detail in Section 5, *Method of Award*, of the IFB.

All Authorized Users, whether State Agencies or non-State Agencies, must solicit best and final quotes from awarded Contractors based on the actual move requirements from Contractors within the Region(s) where the move will take place before issuing a Purchase Order.

1.2 Scope and Regions

Through this Solicitation, OGS will Contract with vendors in the moving services industry to provide Moving Services to Authorized Users in various Regions of the State.

A Bidder may submit a Bid for one, several, or all the 10 Regions listed below. OGS intends to award Contracts to multiple Bidders within each of the 10 Regions, so that Moving Services are available to Authorized Users throughout each of the 10 Regions.

Region	Counties
1	Nassau, Suffolk
2	Bronx, Kings, New York, Queens, Richmond
3	Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester
4	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady, Warren, Washington
5	Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, St. Lawrence
6	Fulton, Herkimer, Montgomery, Oneida, Otsego, Schoharie
7	Broome, Chemung, Chenango, Delaware, Schuyler, Steuben, Tioga, Tompkins
8	Cayuga, Cortland, Madison, Onondaga, Oswego
9	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates
10	Allegany, Cattaraugus, Chautauqua, Erie, Niagara

The intent of this IFB is to establish backdrop Contracts for Moving Services in various Regions across the State by requesting Bids from vendors, establishing maximum rates that may be charged and awarding Contracts to those vendors who meet the requirements of this IFB. Those vendors awarded a Contract will then be prequalified to bid on specific projects that will be let by Authorized Users at a later date through the use of a Project Definition. A Project Definition template is included in this IFB for guidance (see Attachment 9 - Sample Project Definition Form, and Section 6.4 – Mandatory Best and Final Quotes/Project Definition below).

Bidders are advised that notwithstanding the listing of a “Driver-Heavy & Tractor Trailer (capacity of at least 26,000 pounds Gross Vehicle Weight)” title on the Prevailing Wage Schedule referenced in section 6.6 below (PRC# 2018900755), the use of trucks with a capacity of 26,000 or more pounds Gross Vehicle Weight (GVW) is prohibited under the resulting Contracts.

1.3 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately one million dollars (\$1,000,000) annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Contract See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the Contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.4 Key Events/Dates

EVENT	DATE	TIME
IFB Release	11/07/18	N/A
Deadline for Submission of Non-mandatory notice of Intent to Bid	11/16/18	5:00 PM ET
Closing Date for Bidder Questions	11/16/18	5:00 PM ET
OGS Procurement Services' Responses to Bidder Questions	11/27/18 (Tentative)	N/A
Bid Opening / Due date for Bids	12/04/18	11:00 AM ET
Contract Approval Date / Award Publish Date	02/03/19 (Tentative)	N/A

1.5 Non-Mandatory Notice of Intent To Bid

A Bidder is requested to notify OGS of its intent to bid by sending an e-mail titled "INTENT TO BID-[BIDDER NAME]" to Anthony.Montes@ogs.ny.gov on or before the date and time indicated in the *Key Events/Dates* section. The e-mail should include the Bidder's company name and a contact name and contact information. Submission of a notice of intent to bid is not mandatory.

1.6 Pre-Bid Conference

There is no pre-bid conference for this Solicitation.

1.7 NYS Contract Reporter

Bidders must register with the New York State Contract Reporter (“NYSCR”) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the “I want to find Contracts to bid on” page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must “bookmark the ad” on the upper right hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select “send me notification updates” option listed to the right of the ad. Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR.

If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents.

Be advised that submission of responses to the Solicitation that do not reflect and take into account updated information may result in your Bid being deemed non-responsive to the Solicitation.

1.8 Bidder Questions

All questions regarding this Solicitation should be submitted using Attachment 7 – *Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be emailed to Anthony.Montes@ogs.ny.gov by the date and time indicated in the *Key Events/Dates* section. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter (“NYSCR”). Your company must select the “opt-in” option within the Contract Reporter ad to receive notification updates of this Solicitation.

If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the *Questions* period so that they may be given due consideration prior to the submission of Bids. See *Bid Deviations* for additional information.

1.9 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law § 139-j and § 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/Bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). Designated staff, as of the date hereof, are identified on the first page of this Solicitation and in the *MWBE Designated Contacts*, *SDVOB Designated Contacts* and *Insurance Designated Contacts* sections. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §139-j and §139-k. Certain findings of non-responsibility can result in rejection for Contract award and, in the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts for four years. Further information about these requirements can be found on the OGS website at: <https://www.ogs.ny.gov/acpl/>

1.10 Definitions

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, Definitions, or as below.

“**Bid Deviation**” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification or requirement of the Solicitation.

“**Business Day**” shall refer to Monday through Friday from 8:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

“**Electrician and Carpenter Rate**” shall be equal to the Prevailing Wage Rate Article 8 Carpenter and Electrician or equivalent.

“**Driver-Light Truck**” shall refer to Contractor personnel that drives a Medium Truck or a Large Truck with a capacity of less than 26,000 pounds Gross Vehicle Weight (GVW) in the provision of Moving Services under a Contract resulting from this Solicitation.

“**Helper**” shall refer to Contractor personnel who manually moves freight, stock, or other materials or performs other general labor in the provision of Moving Services under a Contract resulting from this Solicitation.

“**Inter Regional Move**” shall refer to a move from one region to another region.

“**Intra Regional Move**” shall refer to a move within a region.

“**Large Truck**” shall refer to any truck with a box length of 24 feet or more.

“**Medium Truck**” shall refer to any truck with a box length of less than 24 feet.

“**Moving Services**” shall refer to planning and preparation, moving, disassembly, re-assembly, and other activities as directed by the Authorized User that relate to relocation of an Authorized User from one geographic location to another within New York State.

“**MWBE**” shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

“**NYS Holidays**” shall refer to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Martin Luther King Day; Washington’s Birthday (observed); Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran’s Day; Thanksgiving Day; and Christmas Day.

“**NYS Vendor ID**” shall refer to the ten-character identifier issued by New York State when a vendor is registered on the Vendor File.

“**Preferred Source Products**” shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

“**Packer**” shall refer to Contractor personnel who packs, wraps, labels office furniture, equipment and records, and loads on to dollies in the provision of Moving Services under a Contract resulting from this Solicitation.

“**Preferred Source Program**” shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to a state agencies, political subdivisions and public benefit corporations (including most public authorities).

“**Procurement Services**” shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPro”) and Procurement Services Group (“PSG”).

“**Supervisor**” shall refer to Contractor personnel who directly supervises and coordinates the activities of Helpers, Packers, Drivers-Light Truck, and any other Contractor personnel providing Moving Services under a Contract resulting from this Solicitation. A Contract Supervisor shall also perform the same work duties as those supervised or perform more difficult or skilled tasks or assist in their performance.

“**SDVOB**” shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

1.11 Appendices and Attachments

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

Appendix A – Standard Clauses for NYS Contracts (January 2014)

Appendix B – General Specifications (April 2016)

Attachment 1 – Pricing

Attachment 2 – NYS Required Certifications

Attachment 3 – Encouraging Use of NYS Businesses

Attachment 4 – Insurance Requirements

Attachment 5 – Bidder Information Questionnaire

Attachment 6 – Bidder Submission Checklist

Attachment 7 – Bidder Questions Form

Attachment 8 – Report of Contract Usage

Attachment 9 – Sample Project Definition

1.12 Conflict of Terms

Conflicts among the documents comprising this Solicitation shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications;
4. All other appendices and attachments to the Solicitation;

2. BIDDER QUALIFICATIONS

2.1 Qualification of Bidder

Bidder is advised that the State’s intent in having the requirements listed below is to ensure that only qualified and reliable Contractors perform the work of the resulting Contract. Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required.

Procurement Services retains the right to request any additional information pertaining to the Bidder’s ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under the resulting Contract as it deems necessary to ensure safe and satisfactory work. A Bidder shall meet the following qualifications:

- Bidder must affirm that it has at least three (3) years of continuous experience, immediately prior to the date of submission of its Bid, in the management and operation of a moving services business experienced in performing services similar in scope to the size, nature and complexity of the requirements outlined in this Solicitation.
- Bidder must furnish, with the Bid, and at Bidder’s own expense, evidence that Bidder is in possession of all necessary permits, licenses, franchises, and lawful authority to perform moving services under this Solicitation.

2.2 References

All Bidders must provide a minimum of five references using Attachment 5, involving jobs performed within the three (3) years immediately preceding the Bid opening date. Two of the references must be from two of the Bidder's largest customers (largest dollar value). References should be preferably from governmental accounts, and should demonstrate the ability of the vendor to provide Moving Services as required by this Solicitation. The references must include the:

- customer entity name, address, contact person's name, telephone number and e-mail address.
- dates of service, total dollar value of job performed and scope of job completed.

References must be similar in scope to the size, nature and complexity (and preferably New York State delivery locations) of the Solicitation.

OGS reserves the right to use a Bidder's previous experience on New York State moving services Contracts as evidence of a Bidder's fulfillment of requirements under Section 2.2 – References.

3. SPECIFICATIONS

Below is a listing of the personnel and equipment the Moving Services vendor must be able to provide in order to perform the Contract:

- Helper (including any necessary tools, dollies, lifters, bins and other materials, etc., that may be required to perform specified moving tasks efficiently)
- Packer (including any necessary tools, labels, tape and other materials, etc., that may be required to perform specified moving tasks efficiently)
- Driver – Light Truck
- Supervisor
- Medium Truck (not including driver)
- Large Truck (not including driver)

The list of trucks and equipment to be utilized in the performance of the Contract shall be provided on Attachment 5.

Bidders are advised that notwithstanding the listing of a "Driver-Heavy & Tractor Trailer (capacity of at least 26,000 pounds Gross Vehicle Weight)" title on the Prevailing Wage Schedule referenced in section 6.6 below (PRC# 2018900755), the use of trucks with a capacity of 26,000 or more pounds Gross Vehicle Weight (GVW) is prohibited under the resulting Contracts.

Bidder must also be able to provide the following items:

- Carpenter
- Electrician
- Overnight storage rate for Medium Truck
- Overnight storage rate for Large Truck
- Ancillary items (that may or may not be used to complete a move).

4. BID SUBMISSION

4.1 Performance and Bid Bonds

There are no bonds for this Contract. The Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract is required at any time during the term of the resulting Contract.

4.2 NYS Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder and any authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and to each of your authorized resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the authorized reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form https://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.

For more information on the Vendor File please visit the following website:
http://www.osc.state.ny.us/vendor_management

4.3 Format of Bid Submission

The complete Bid package must be received by OGS Procurement Services by the date and time of the Bid opening. Any Bid pricing or portions thereof submitted on CD or flash drive that are incomplete or that cannot be opened/accessed may be rejected. With respect to any Bid documents in Excel format, only those cells provided for entering Bid pricing and information are to be accessed by the Bidder.

Situations susceptible to Disqualification may include:

- E-mail or facsimile Bid submissions are not acceptable, and
- Absent Price Pages (Attachment 1 *Pricing*) are not acceptable.

It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up location. Only completed files (in the specified format) should be saved to a CD or flash drive for submittal.

Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to the requirements of the Solicitation may be considered non-responsive and may be rejected.

4.4 Content

A complete Bid consists of ONE copy of each of the following:

1. Electronic (CD or flash drive) containing:
 - a. Completed Attachment 1 – Pricing (must be submitted as an Excel file);
 - b. Completed Attachment 5 – Bidder Information Questionnaire (Excel);
 - c. Completed Attachment 6 – Bidder Submission Checklist (Excel);

2. Original paper versions of each of the following (to be placed in a loose-leaf binder and tabbed):

- a. Pages 1 and 2 of the Solicitation with original ink signatures;
- b. Completed Attachment 2 – NYS Required Certifications with original ink signatures;
- c. Completed Attachment 3 – Encouraging Use of NYS Businesses;
- d. Proof of compliance with Attachment 4 – Insurance Requirements;
- e. Completed ST-220CA, Contractor Certification, notarized with original ink signatures;
- f. Completed Form EEO100, Equal Employment Opportunity Staffing Plan;
- g. Standard Vendor Responsibility Questionnaire (completed and signed) or Certification that Questionnaire has been completed online.
- h. Copies of all necessary permits, licenses, franchises and lawful authority to perform moving services, including: evidence of Authority to Transport Property issued by NYS Department of Transportation.

Also, please note that in the case of discrepancies between paper copies and CD or flash drive submissions of the documents required in both formats, the electronic (CD or flash drive) copy shall take precedence over the paper copy.

A Bidder should note that any indicators or messages that have been built into the attachments are informational only and provided solely for the purpose of assisting Bidders in completing the attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the attachments to ensure compliance with the Solicitation requirements.

4.5 Bid Envelopes and Packages

All Bids should have a label on the outside of the envelope or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters)
2. Solicitation number (IFB #23140)
3. Bid Opening Date and Time
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2)

Failure to complete all information on the Bid envelope and/or package may necessitate the opening of the Bid prior to the scheduled Bid opening.

4.6 Bid Delivery

Bids shall be delivered to the following address on or before 11:00 a.m. ET, on or before the Bid opening date as stated in Section - *Key Events/Dates*:

State of New York Executive Department
Office of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the clock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid opening. Late Bids shall be rejected, except as provided in Appendix B, *Late Bids*. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned.

4.7 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the information desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for *building* access by contacting the Procurement Services receptionist at (518) 474-6262 at least 24 hours prior to the visit. Visitors who are not pre-registered will be directed to a designated phone to call the Procurement Services receptionist. The receptionist will register the visitor at that time but delays may occur. Building access procedures may change or be modified at any time.

4.8 NYS Required Certifications

A Bidder is required to submit the signed New York State Required Certifications (Attachment 2 – NYS Required Certifications) with its Bid.

4.9 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. As set forth in Bidder Questions, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

Bidder is advised that OGS will not entertain any exceptions to Appendix A (Standard Clauses for New York State Contracts). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

Extraneous terms submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, Contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

4.10 Electronic Bid Opening Results

OGS Procurement Services posts Bid information on the OGS Procurement Services web page. The web page makes available the list of Bidders that responded to the Solicitation. Such information is anticipated to be available online within two business days after the Bid opening.

The Bid Opening Results Page is available at: <https://nyspro.ogs.ny.gov/nyspro-bid-openings>.

4.11 Bid Liability

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the production of a Bid or for any work performed prior to the formal execution of a Contract.

4.12 Firm Offer

Bids must remain an effective offer, firm and irrevocable, for at least 90 calendar days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

4.13 NYS Reserved Rights

New York State reserves the right, in its sole discretion, to:

- A. Reject any or all Bids received in response to the Solicitation;

- B. Withdraw the Solicitation at any time at the sole discretion of the State;
- C. Make an award under the Solicitation in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- E. Seek clarifications and revisions of the Bid;
- F. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
- G. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- H. Change any of the schedule dates with notification through the NYS Contract Reporter;
- I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
- N. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
- O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
- P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
- S. Reject an obviously unbalanced Bid as determined by the State; and
- T. Conduct Contract negotiations with -the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
- U. Make no award for any Product, region, or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Products, regions, or lots.
- V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing.
- W. Award Contracts on a rolling or staggered start basis, either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation.

4.14 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate Contract document or through a Contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

5. METHOD OF AWARD

A Bidder may submit a Bid for one, several, or all Regions listed. A Contract will be awarded to up to the five (5) lowest responsive and responsible Bidders for each Region based upon Grand Total Price for the four hourly personnel (Driver-Light Truck, Helper, Packer & Supervisor) rates plus two hourly truck rates (Medium Truck -not including driver & Large Truck -not including driver). Bids not offering pricing for all six items will be considered incomplete and will not be eligible for award (see Section 5.1 (A) – Grand Total Price (Evaluated Items) and Section 5.1 (B) – Additional (Non-Evaluated Items) below).

The State reserves the right to negotiate with all Bidders who submit prices deemed to be excessive. Once a Contract is awarded, Contractor's awarded prices will be posted on the OGS website.

For the method of award for Project Definitions issued by Authorized Users, please see Section 6.4 - Mandatory Best and Final Quotes/Project Definition Form below.

5.1 Evaluation Process

A. Grand Total Price (Evaluated Items)

Within each of the 10 regions, award as a result of this IFB will be based on the lowest total rates bid for complete services as specified in this document based on the following evaluation formulas:

- a. Hourly rate per Helper (percent markup over prevailing wage rate including supplemental benefits) (including any necessary tools, dollies, lifters, bins, labels, tape and other materials, etc., that may be required to perform specified moving tasks efficiently) weighted by the total of two (2) Helpers.
- b. Hourly rate per Packer (percent markup over prevailing wage rate including supplemental benefits) (including any necessary tools, dollies, lifters, bins, labels, tape and other materials, etc., that may be required to perform specified moving tasks efficiently) weighted by the total of two (2) Packers.
- c. Hourly rate for Driver-Light Truck (percentage markup over prevailing wage rate including supplemental benefits)
- d. Hourly rate for Supervisor (percentage markup over prevailing wage rate for Helper including supplemental benefits)
- e. Hourly rate for Medium Truck (not including driver)
- f. Hourly rate for Large Truck (not including driver)

Example of calculation:

For Region 1, Bidder offers:

- a. 10% over prevailing wage for Helper
- b. 10% over prevailing wage for Packer
- c. 10% over prevailing wage for Driver – Light Truck,
- d. 20% over prevailing wage for Supervisor,
- e. \$15.00 per hour for Medium Truck
- f. \$20.00 per hour for Large Truck

Grand Total Price = 2 x (Helper* prevailing wage+supplemental benefits) x (1+percent markup)
 +2 x (Packer* prevailing wage+supplemental benefits) x (1+percent markup) +
 (Driver – Light Truck* prevailing wage+supplemental benefits) x (1+percent markup) +
 (Helper* prevailing wage+supplemental benefits) x (1+percent markup for supervisor) +
 Hourly Rate for Medium Truck + Hourly Rate for Large Truck

$$= 2 \times (\$12.97 + \$1.72) \times (1 + 0.10) + 2 \times (\$12.97 + \$1.72) \times (1 + 0.10) + (\$19.40 + \$1.72) \times (1 + 0.10) + (\$12.97 + \$1.72) \times (1 + 0.20) + \$15.00 + \$20.00$$

$$= \$139.03$$

*Rates in the example above for bidding purposes only and may or may not reflect actual Prevailing Wage Rate for that particular region.

B. Additional (Non-Evaluated) Items

Bidder shall also provide pricing for these items, but these will not be used in the determination of the five low Bidders per Region.

- Carpenter - (percent markup over current prevailing wage hourly rate at the time of the project)
- Electrician - (percent markup over current prevailing wage hourly rate at the time of the project)
- Overnight storage rate for Medium Truck
- Overnight storage rate for Large Truck

Note: If a rate for an Additional (Non-Evaluated) Item is not provided in response to this IFB, the price will be deemed to be \$0.00 and the awarded Contractor will be required charge \$0.00 for the item in

response to any Authorized User Project Definition. That is, the particular services will be required to be performed free of charge.

C. Ancillary Items:

Pricing for ancillary items that may be used in connection with a move shall be listed in Attachment 1 – Pricing. **All ancillary items shall be subject to the prior approval of OGS. Prices submitted for ancillary items may be weighed against the average of those submitted by all Bidders to determine reasonableness of price.** Although ancillary item price submissions will not be used to determine the five low Bidders per Region, they may be used to determine lowest cost after receipt of best and final offers in response to Authorized Users' Project Definitions. If an ancillary item is provided in Attachment 1- Pricing **without any pricing listed**, or if the item is listed "no charge," the price for that ancillary item will be deemed to be \$0.00 and the awarded Contractor will be required to charge \$0.00 for that item in response to any Authorized User Project Definition. **However, there will be no obligation for a contractor to provide a specific Ancillary Item if it is not listed on that Contractor's Ancillary Price Page(s).**

5.2 Periodic recruitment

This Solicitation allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Regions covered by the scope of the awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period.

5.3 Notification of Award

Tentative award of the Contract shall consist of written notice to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

Non-awardees will also be notified that their Bid was not selected for award.

6. TERMS AND CONDITIONS

6.1 Contract Term and Extensions

The Contract will be in effect for a term of five (5) years. The Contract term shall commence after all necessary approvals and shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B, *Contract Creation/Execution*).

All OGS Centralized Contracts resulting from this Solicitation shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment. At the State's option, the Contract may be extended for up to five (5) years, in increments as deemed to be in the best interest of the State, for a not to exceed total Contract term of ten (10) years. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*.

The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this

paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

6.2 Short term Extension

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

6.3 Price

Pricing will be collected using Attachment 1 – *Pricing* in accordance with the Instructions tab listed within Attachment 1.

Price quoted shall include:

- Hourly rate per Helper (including any necessary tools, dollies, lifters, bins and other materials, etc., that may be required to perform specified moving tasks efficiently) (percentage markup over prevailing wage rate)
- Hourly rate per Packer (including any necessary tools, labels, tape and other materials, etc., that may be required to perform specified moving tasks efficiently) (percentage markup over prevailing wage rate)
- Hourly rate for Driver – Light Truck (percent markup over prevailing wage rate)
- Hourly rate for Supervisor (percent markup over Helper prevailing wage rate)
- Hourly rate for Medium Truck (not including driver)
- Hourly rate for Large Truck (not including driver)

Bidder should also provide percentage markups / pricing for the items listed below, but these will not be used in the weighting of the five low Bidders.

- Ancillary Items costs (that may or may not be used to complete a move).
- Carpenter - (percent markup over current prevailing wage hourly rate at the time of the project)
- Electrician - (percent markup over current prevailing wage hourly rate at the time of the project)
- Overnight storage rate for Medium Truck
- Overnight storage rate for Large Truck

This is a full service Contract. For the purposes of this Contract, 'full service' will mean that the Contractor's Bid prices include, but are not limited to: all labor, materials and equipment cost; all emergency work; all administrative, reporting or other requirements, all overhead costs and profit. It will also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto.

6.4 Mandatory Best and Final Quotes/Project Definition Form

All Authorized Users, whether State Agencies or non-State Agencies, must solicit best and final quotes from awarded Contractors based on the actual move requirements from Contractors within the Region(s) where the move will take place before issuing a Purchase Order.

The use of the Project Definition Form (Attachment 9 – Project Definition) for soliciting best and final quotes is MANDATORY for all purchases made by all Authorized Users through the Contract(s) resulting from this Invitation for Bids.

6.4.1 Project Definition Cost Review by Authorized Users

The Contractor awarded the move in response to the individual Authorized User's needs will be held to the best and final quote in response to the Project Definition. If the actual move is accomplished in less time and/or with fewer employees / trucks than are provided for in the best and final quote, the final charges to the Authorized User for all items affected SHALL be adjusted downward to reflect the actual hours and/or employees/trucks. The Authorized User must verify the actual hours, employees and trucks used for each move. However, if the actual move requires more hours or more employees or trucks than provided for in the Contractor's best and final quote, the final charge SHALL NOT be adjusted upward. That is, item hour, item rate, number of employee and truck charges by a Contractor SHALL NOT exceed those the Contractor provided in response to the Authorized User's Project Definition.

In the event of a tied Bid in response to an Authorized User's Project Definition, that Authorized User's award procedures for tied Bids shall be followed.

6.4.2 Project Definition Pricing Requirements

The Contractor's pricing in response to an Authorized User's Project Definition shall not exceed their Bid in the initial OGS Proposal No. 23140 and resultant Contract.

1. Contractor will provide a price that is no more than one (1) hour each way "Portal to Portal" charges from Contractor's office to facility and return.
2. Contractor will develop the exact cost based on the number of hours needed to complete the move. A Contractor may, with the approval of the Authorized User, give an estimated cost. However, Contractor will only be paid for hours actually worked.
3. Compensation will not be made for any delay due to weather conditions or traffic problems. At a minimum the Contractor will pay the prevailing wage rate plus supplemental benefits for the applicable job titles during the term of this Contract. A copy of the currently applicable NYS Department of Labor (DOL) Article 9 prevailing wage rates are available on the DOL website at www.labor.state.ny.us. Currently applicable NYS DOL Article 8 prevailing wage rates are available on the DOL website at www.labor.state.ny.us.
4. The hourly rate paid to the Contractor will be portal-to-portal for each move (i.e., from the Contractor's location to move Site and back to location). However, portal-to-portal charges will be limited to a maximum of one (1) hour each way. No toll charges will be allowed for travel to transport personnel and equipment to and from the facility. Acceptable portal-to-portal charges will be the hourly rate (up to the maximum one (1) hour each way) for the personnel involved including the overtime rate if it is absolutely necessary to perform the move in an efficient manner. Also, if a truck is used to transport personnel and equipment to and from the move Site, the applicable rate may also be charged for portal to portal for a maximum of one (1) hour each way.
5. Hours worked in excess of eight (8) hours per day or forty (40) hours per week is deemed overtime. Overtime must be paid in accordance with DOL requirements. Contractors must pay employees for work performed under this Contract, a minimum of one and one half (1.5) times the prevailing hourly rate, excluding supplementals, for hours worked in excess of eight (8) hours in any one day or in excess of forty (40) hours in any one week (regardless of where the work was performed).
6. Overtime will not be billed to the Authorized User for work in excess of eight (8) hours per day or forty (40) hours per week without prior approval for that overtime payment from the Authorized User. The Authorized User may demand certified payroll records to verify payment rates. The amount charged to the Authorized User may not exceed 1.4 times the Contract rate for such overtime charges.

7. Toll charges will be allowed for the actual move only if a toll road is the most direct route and results in the shortest length of time overall charged to the agency. These charges must be included in response to the individual agency's Project Definition and an original receipt must be submitted with the billing in order to receive payment. Photocopies of toll charges will not be accepted. It is in the Contractor's best interest to plan the route so that the lowest cost of time and/or other charges are incurred.
8. Charges for overnight lodging of moving employees are not allowed under this Contract.
9. If in an Inter-Regional Move (Move from one Region to another Region) the Prevailing Wage Rate is different from one Region to another, the following requirements apply:

Contractors must pay at a minimum, the prevailing wage rate and supplemental benefits at the **current** rate plus supplemental benefits at the time of the job for Article 9 and Article 8 workers, for the area where work is performed. The rate for the appropriate region is to begin upon arrival at the Site (example: In a move from Site A to Site B, the Site A regional rate would apply for the travel from Site A to Site B. Upon arrival at Site B the prevailing wage rate for the region in which that Site is located would apply).

Only for inter-regional moves shall a Contractor be allowed to exceed the current Contract price where the Contractor did not receive an award in one of the regions where the move takes place and hourly prevailing wage rate plus supplemental benefits in one of the regions is higher than the region where Contractor has an award. However, the amount that the current Contract price can be exceeded is limited to those moves where the DOL hourly prevailing rate (HPR) plus supplemental benefits is higher in one of the regions where the move occurs. The difference in price shall be limited to increased DOL HPR plus supplemental benefits, if any between the two regions

Only hourly rates affected by the prevailing wage rate can be adjusted according to the formula below. Prices for trucks, storage boxes, etc., cannot be changed from the initial rate stated in the IFB. Contractors must document the difference in hourly wage and benefits which apply.

For more information regarding Intra-Regional and Inter-Regional Moves see Attachment 9 – Sample Project Definition Form (Inter-Intra Regional Moves tab).

6.4.3 Project Definition – Steps Prior to the Execution of the Move

If required by the Authorized User, the Contractor is required to attend a mandatory Site visit for each move with key personnel at the time and location specified by the Authorized User. Contractors failing to attend the Site visit at time and location specified may not be allowed to submit a quote. If due to workload, a Contractor cannot adequately provide the needed manpower to successfully complete the move, they may abstain from bidding by submitting a no-bid in writing to the Authorized User.

Any inventory of furniture, equipment and records furnished with proposed moving schedules is approximate. The Contractor will be required to survey furniture, equipment and records to be moved and the location to be moved to prior to submitting any estimates of work or time involved in the move. The time and place for this survey will be arranged with the Authorized User's representative. The resulting assessment, including the proposed number of employees, size of vehicle(s), and hours detailed will be furnished by the Contractor to the move coordinator utilizing the form provided in the sample Project Definition for such purpose before each move commences.

The Contractor has the burden to provide proof that all insurance certificates, permits, licenses, franchise agreements, etc. have been renewed and are up to date. Failure to do so may constitute grounds for the State to cancel or suspend the Contract or to take any other action deemed necessary in accordance with Appendix B, Remedies for Breach clause.

Please be advised that Contracts resulting from this IFB are intended primarily for office relocations and that the inclusion of personal items valued over what is covered in *Attachment 4 – Insurance Requirements* is not

recommended (e.g. Artwork, antiques, etc.). If an Authorized User elects to include these kinds of items then the Authorized User will be responsible for procuring the additional insurance required to cover them.

1. Contractor will plan each move with the Authorized User's representative as follows:
 - a. Produce and distribute all moving systems, guidelines, and procedures in written form as needed.
 - b. Assume overall responsibility for getting maximum flow of furniture, equipment and records from Site, including elevator scheduling. Establish personnel, equipment and truck requirements.
 - c. Develop a schedule for key personnel and supply an adequate number of Supervisors to remain on the job **at all times**.
 - d. Prepare a moving schedule to direct and control the flow of all furniture, equipment and records to be moved from all existing locations.
 - e. If requested by the Authorized User, prepare a moving schedule to direct and control the flow of all **secure records and equipment** to be moved from all existing locations.
 - f. Submit a program for protection and security of the premises at both the new and old locations to the respective facility managers. Assurance of measures to protect floors, walls, and fixtures must be provided.
 - g. Assume responsibility for removal of refuse and/or any packing materials directly related to each move from all the Sites involved.
 - h. Provide a communications system for use between all points associated with each move.
 - i. Any loss or damage to property will be handled as specified in section 6.4.4 (s) and (t). Contract
2. The Contractor will be required to follow the steps outlined below before Each Move:
 - a. Provide the following, equipment/materials, including, but not limited to, the following (and such equipment/materials must be available in sufficient quantities at no extra charge):
 - Tags, seals, diagrams or any items associated with move identification coding
 - Dollies (hard rubber wheels maintained free of grease and dirt)
 - Rolling Racks/Bins
 - Personal Computer transporters
 - Rigging equipment
 - Aluminum or Magnesium ramps of various sizes
 - Masonite sheets - 1/4" tempered (not Plywood)
 - Two-way radios
 - Wall/corner protective materials/pads
 - b. Designate and assign move location identification numbers to all original Site floor layouts. Supply all pressure sensitive pre-marked move tags for the identification of items to be moved with destination identification. Affix tags to all furniture, equipment and records to be moved. Also

affix "DO NOT MOVE" tags to all furniture, equipment and records not to be moved. Tags must leave no residue when removed.

- c. Color-code (or equal style) all floor layout plans/prints.
- d. Color code (or equal style) all workstation locations. Provide directional and coding signage. Develop the sequence for moving procedure to expedite operations for each move.
- e. The Packer will empty and pack contents of all bookcases, storage cabinets and racks, including paper storage, transport and replace as before in bookcases, storage cabinets and racks at the new location, and/or remove and install shelves. This type of work will only be done if requested by the Authorized User and must be billed under the Packer Hourly Rate.
- f. Provide experienced personnel and supplies for minor wood and metal furniture repairs. These types of repairs that are necessary, due to damage caused in the move by the Contractor or its employees, are to be at the Contractor's expense and no charge for labor or materials will be allowed.
- g. Only where necessary, provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract.

6.4.4 Project Definition - Service Requirements

The Contractor's responsibilities will include the following:

- a. The Contractor must provide all equipment, materials, and tools required to conduct moving, including a list of trucks and equipment to be utilized in the performance of Moving Services.
- b. The Contractor is responsible to ensure that only drivers with a valid license to operate the class, weight and size of vehicle to which they are assigned will be allowed to operate said vehicles within New York State.
- c. The Contractor must furnish a sufficient staff of supervisory and labor personnel to perform all phases of the move in an orderly, timely, and efficient manner. The Supervisor must remain on-Site during the entire duration of the move and will be answerable to the Authorized User for all facets of job progression.
- d. The Contractor will execute a Contract with the Authorized User and accept full responsibility for all planning, implementation, control, and completed performance for any and all moves requested by the Authorized User under the Contract. This requires that the Contractor reserve and hold in readiness, sufficient personnel and equipment as stated herein to perform each segment of an entire move on dates scheduled.
- e. All Contractor's personnel must be uniformly attired and clearly identifiable with the moving company's name. All supervisory personnel must be identifiable as such.
- f. Contractor's personnel assigned to a move must be listed on a roster by name and submitted to respective Authorized User's representative prior to the beginning of each move.
- g. Contractors must notify the Authorized User if they intend to utilize a subcontractor prior to the execution of each move. All terms and conditions contained in Appendix A and Appendix B regarding subcontractors shall apply.
- h. Authorized User representatives must be provided with work logs and certified payroll records for all Contractor's personnel engaged in any move upon request by the Authorized User or the State during any phase of this agreement.

-
- i. Furniture, equipment and records will be transported in enclosed trucks, labeled with the Contractor's logo. The Contractor will provide industry standard seals to be used on each truck throughout each move. Seal numbers must be recorded at origin and re-checked at destination by the Authorized User representative for seal integrity.
 - j. Select equipment, and records may be designated "security items" by the Authorized User. The Contractor must specifically identify such items and take appropriate measures to protect and preserve such property to comply with the reasonable requests of Authorized User representatives.
 - k. All furniture, equipment and records must be protected against inclement weather conditions during loading and unloading.
 - l. The Contractor will agree to establish security procedures and guidelines subject to the Authorized User's approval.
 - m. The Contractor must supply a cell phone or other means of transmission allowing uninterrupted communication between the driver and their office.
 - n. The Authorized User's interpretation of Project Definitions will be final and binding upon the Contractor.
 - o. The Authorized User will make no allowance or concession to the Contractor for any alleged misunderstanding or deception because of quantity, quality, character, location, or other conditions.
 - p. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality, or extent of work to be furnished, it will be assumed that Contractors have based their Bid on the more expensive manner. Final decision will rest with the Office of General Services.
 - q. The quality of service, including Contractor records, will be subject to inspection by the State of New York at any time. Should it be found that quality of services being performed is not satisfactory, or that the requirements of the specifications are not being met, the Office of General Services, acting on behalf of the Authorized User or on its own behalf, may terminate the Contract for cause and employ another Contractor to fulfill the requirements of the Contract. The existing Contractor will be liable to the State of New York for costs incurred on account thereof in accordance with Appendix B clause 48 - Remedies for Breach.
 - r. The direction, selection and assignment of all service employees necessary to perform the work of this specification will be under the sole control of the Contractor, however, the Authorized User representative reserves the right to reject and bar from the facility any employee hired by the Contractor.
 - s. It is the Contractor's responsibility to replace or repair any property lost or damaged in the course of performing Moving Services through no fault of the Contract Authorized User.
 - t. If, during the process of the move, loss or damage to property occurs through no fault of the Authorized User, the Authorized User has the right to withhold monies from the Contractor equivalent to the costs of the loss or damage sustained until the Site of damage is returned by the Contractor to its pre-move condition either by repair or replacement. Any damaged or lost property will be at full replacement value. The Authorized User will not be liable for any deductible through any claim.

- u. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- v. The State will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction, parking fees, or violations attributable to employees of the Contractor.
- w. The Office of General Services' interpretation of specifications will be final and binding upon the Contractor.
- x. **ON-SITE Work:** Services performed on-Site by Contractor's personnel or sub-contractors must be rendered in accordance with these additional requirements:
 - Contractor's representatives are to check with the Authorized User's designated representative prior to reporting to the Site for permission and/or direction to accomplish all work.
 - If required by the Authorized User, Contractor's personnel must sign in and out at all Sites.
 - Contractors must be available for meetings / conference calls as requested by the Authorized User.

6.5 Price Updates

Price updates will apply to specific items during the Contract term as outlined below. Contractors shall be permitted to reduce their pricing any time during the Contract term. Price adjustments will continue using the same method should the Contract be extended.

6.5.1 NYS DOL Prevailing Wage Rates Updates

NYS DOL Prevailing Wage Rates updates will be allowed for the following items:
(Article 9 Items: Helper, Packer, Driver - Light Truck and Supervisor)
(Article 8 Items: Carpenter and Electrician)

If the NYS Department of Labor's prevailing wage rates increase during the Contract period, such increases shall apply. No CPI adjustments shall be applicable during the entire Contract term. In other words, when DOL changes the prevailing wage rates for Article 9, the new rate would immediately and automatically replace the old rates in regard to the Contract awarded as a result of this IFB. OGS shall update the Price pages for Article 9 items to reflect the most recent prevailing wage rates when published by the NYS Department of Labor on July 1st each year.

Price increases are limited to changes in pre-selected postings for Article 9 Items (Helper, Packer, Driver-Light Truck and Supervisor). Increases in Contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the Contract period.

6.5.2 Price updates shall not apply for the following items

Price updates shall not apply for the following items and prices shall remain firm for the life of the Contract:

1. Hourly rate for Medium Truck (not including driver)
2. Hourly rate for Large Truck (not including driver)
3. Overnight storage rate for Medium Truck
4. Overnight storage rate for Large Truck

6.5.3 Price Updates for Ancillary Items

Contractors will be allowed, on each anniversary date of the Contract, during the Contract term, to submit updated price lists for all ancillary items. Such price updates shall be capped at 5% annually based on the then current Contract price. Requests from Contractor(s) for price increases at any other time will not be

granted. The Contractor shall provide OGS with one electronic copy (Microsoft Excel or via email) of the updated pricing to the OGS Procurement Services Contract administrator. No Price Updates will be granted to any Contractor who has outstanding Sales Reports, Proof of Insurance or any other documentation that is required under the resulting Contract. All approved pricelist updates for Ancillary Items shall apply prospectively upon approval by OGS.

The updated pricelist for Ancillary Items must be dated and shall include and identify the following information:

- Price increases;
- Price decreases;
- Products being added; and
- Products being deleted.

In connection with any Contract pricelist update for Ancillary Items, OGS reserves the right to:
Request additional information;
Reject Contract updates;
Remove Products from Contracts;
Remove Products from Contract updates; and
Request additional discounts for new or existing Products.

6.6 Prevailing Wage Rates - Public Works and Building Services Contracts

The Moving Services to be provided by Contractors are subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility, rejection of Bid, suspension or termination of Contract.

For bidding purposes, the applicable Prevailing Wage Rate Schedule for this solicitation is **PRC # 2018900755**.

IMPORTANT NOTE: Authorized Users **MUST** obtain a separate PRC # for each purchase from this Contract where prevailing wage rates apply. The PRC # provided in this Invitation For Bids is for information and evaluation purposes only. The requested PRC number **MUST** be noted on all purchase orders issued for purchases from any Contract resulting from this Invitation For Bids.

To obtain an original the Department of Labor (DOL) Prevailing Wage Schedule PRC#, use the following link:

<https://www.labor.state.ny.us/workerprotection/publicwork/PWReqforOWS.shtml>

Worker Notification

Labor Law § 220(3-a)(a)(ii) requires Contractors and subcontractors to provide written notice to all laborers, workers or mechanics of the prevailing wage rate for their particular job classification on each pay stub*. It also requires Contractors and subcontractors to post a notice at the beginning of the performance of every public work Contract on each job Site that includes the telephone number and address for the Department of Labor and a statement informing laborers, workers or mechanics of their right to contact the Department of Labor if he/she is not receiving the proper prevailing rate of wages and/or supplements for his/her particular job classification. The required notification will be provided with each wage schedule, may be downloaded from www.labor.state.ny.us or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

Living Wage

An Authorized User subject to a local law establishing a "living wage", such as Section 6-109 of the New York City Administrative Code, is required to ensure the Contractor sought to be hired complies with such local law. If the pay rate(s) for a job title(s) as set forth in Appendices 1 – Price Pages is less than the local law "living wage," then the Authorized User subject to such local law cannot use this Contract for such job title(s). Local laws, however, are not a term and condition of the OGS Contract.

6.7 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet Contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, Savings/Force Majeure.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

6.8 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

6.9 Minimum Order

There is no minimum order for this Contract.

6.10 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, Contract Invoicing.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions

- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/content/vendor-information>.

6.11 Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B, *Product Delivery and Shipping/Receipt of Product*.

6.12 Contract Administration

The Bidder shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Bidder shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Bidder shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Information regarding the Customer Service, Emergency Contact, and Contract Administrator shall be set forth in Attachment 5 – *Bidder Information Questionnaire*. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

6.13 Toll-Free Number

Contractors must provide a toll-free telephone number. If Bidder does not currently maintain a toll-free number, the Bidder must establish one prior to award of Contract.

6.14 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: <https://nyspro.ogs.ny.gov/content/nys-emarketplace-1>

There are no fees required for a Contractor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

6.15 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

6.16 Report of Contract Usage

Contractor shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any. Contractor shall furnish six (6) reports containing total sales for both State agency and authorized non-state agency Contract purchases no later than 15 days after the end of each report period as follows:

Report	From	To	Report Due Before
1st	02/02/2019	02/01/2020	02/16/2020
2nd	02/02/2020	02/01/2021	02/16/2021
3rd	02/02/2021	02/01/2022	02/16/2022
4th	02/02/2022	02/01/2023	02/16/2023
5th	02/02/2023	08/01/2023	08/16/2023
6th	08/02/2023	02/01/2024	02/16/2024

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBES), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor’s name.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

6.17 MWBE: Contractor Requirements and Procedures for Participation By New York State Certified Minority- And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS Contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State Contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements

include equal employment opportunities for minority group members and women (“EEO”) and Contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.

- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of Contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. **Equal Employment Opportunity (EEO)**

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.

1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

- B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

- C. Form EEO - 101 - Workforce Utilization Reporting Form (Commodities and Services) (“Form EEO-101-Commodities and Services”)

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.
2. Separate forms shall be completed by Contractor and all subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the

Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal and conviction and prior arrest.

IV. **Contract Goals**

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors' service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- B. Good Faith Efforts

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. **Fraud**

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>

6.18 **SDVOB: Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/default.asp>

Bidder/Contractor is encouraged to contact the Division of Service-Disabled Veteran’s Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/Veterans/default.asp>

6.19 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Solicitation. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, Remanufactured, Recycled, Recyclable or Recovered Materials.

6.20 Bulk Delivery and Alternate Packaging

New York State encourages the use of innovative packaging that reduces the weight of packaging and the generation of packaging waste. A Contractor is encouraged to use reusable materials and containers and to utilize packaging configurations that take advantage of storage containers designed to be part of the Product for the shipment of multi-unit purchases. New York State recognizes that these packaging methods are in the development stage and may not be currently available. Authorized Users are urged to inquire about these programs at the time of purchase and determine the best solution for their needs.

6.21 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at <https://www.ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

6.22 NYS Vendor Responsibility

OGS conducts a review of prospective Contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter

“Questionnaire”) is used for non-construction Contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete and submit the paper questionnaire can access this form and associated definitions via the OSC website at http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the Bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the Bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor’s responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor’s expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the Contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

6.23 NYS Tax Law Section 5-a

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies

to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf. The ST-220-TD can be found at https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

6.24 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State Contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.

6.25 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

6.26 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

6.27 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

6.28 Poor Performance

Authorized Users should notify Procurement Services Group's Customer Services ("Customer Services") promptly if the Contractor fails to meet the requirements of this Contract. Performance which does not

comply with requirements or is otherwise unsatisfactory to the Authorized User should also be reported to Customer Services:

Office of General Services
New York State Procurement
38th Floor Corning Tower
Empire State Plaza
Albany, NY 12242
Customer Services E-mail: customer.services@ogs.ny.gov
Telephone: (518) 474-6717 / Fax: (518) 474-2437

6.29 Purchasing Card Orders

If the Contractor accepts orders using the State’s Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.