



Contract Award Notification

Title	:	Group 79000 – PROJECT LABOR AGREEMENT SERVICES (Statewide) Classification Code(s): 77, 80, 84
Award Number	:	<u>23110</u>
Contract Period	:	September 1, 2018 – August 31, 2023
Bid Opening Date	:	June 6, 2018
Date of Issue	:	September 4, 2018 (Revised 3/31/23)
Specification Reference	:	As Incorporated Herein
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
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**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

This Award establishes Centralized Backdrop Contracts for Project Labor Agreement (PLA) Services to support Authorized Users’ capital construction and design-build projects. Contractors will provide an analysis of the labor market, work history, potential economic benefits and other relevant factors pertaining to utilizing a Project Labor Agreement in connection with appropriate capital construction and design-build projects for Authorized Users. The actual cost for providing PLA Services will be determined by Awarded Contracts in response to a detailed Project Definition (Mini-bid) issued by an Authorized User.

PR # 23110

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NOTE: For contract pricing, frequently asked questions and an award summary see the Contractor’s Information Page

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>FED.IDENT.#</u>	<u>NYS VENDOR#</u>
PS68219	ARACE & COMPANY CONSULTING, LLC 356 Golfview Road, #704 North Palm Beach, FL 33408	55-0822829	1100062490
PS68220 SB	CASHIN ASSOCIATES, P.C. 1200 Veteran’s Memorial Highway Hauppauge, NY 11788	11-2325811	1000005651
PS68221	EPIC MANAGEMENT OF NY, LLC 350 Fifth Avenue, 59th Floor New York, NY 10118	27-4200790	1100112810
PS68222	HILL INTERNATIONAL, INC. 2005 Market Street, 17th Floor Philadelphia, PA 19103	20-0953973	1000057311
PS68223	SEELER ENGINEERING, P.C. 401 Penbrooke Drive, Suite 3A Penfield, NY 14526	16-1433265	1100093220

AGENCIES SHOULD NOTIFY THE NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO THE PROCUREMENT SERVICES.

NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

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SCOPE

This Award establishes Centralized Backdrop Contracts for Project Labor Agreement (PLA) Services to support Authorized Users' capital construction and design-build projects. Contractors will provide an analysis of the labor market, work history, potential economic benefits and other relevant factors pertaining to utilizing a Project Labor Agreement in connection with a appropriate capital construction and design-build projects for Authorized Users.

DEFINITIONS

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

“Blended Rate” shall refer to an hourly rate that the Contractor shall charge for all personnel engaged in providing PLA Services. Typically, a blended rate is a single middle rate that lies between the higher hourly rate charged for senior (more experienced) personnel and the lower hourly rate charged for junior (less experienced) personnel.

“Centralized Contract” shall mean a contract awarded as a result of a Solicitation. Centralized Contracts are also referred to as a back drop contract.

“Construction Industry” shall refer to the sector of national economy engaged in preparation of land construction, alteration, and repair of buildings, structures, and other real property.

“Mini-bid Agreement” shall refer to the resulting agreement from the competitive bidding of each Authorized User's Mini-bid Project Definition which is used to solicit bids from Centralized Contract holders, and is used as a basis for any resulting contract.

“Mini-bid Contract” shall refer to a contract awarded as the result of a mini-bid.

“Mini-bid Price” shall refer to the prices awarded for a Mini-bid agreement. A Mini-bid Price shall not exceed the Centralized Contract Blended Rate.

“Mini-bid Project Definition” shall refer to a bid document containing project specific bid specifications developed by or for an Authorized User which solicits bids from Contractors previously qualified under a Centralized back-drop contract.

“NYS Holidays” refers 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.

“Project Labor Agreement (PLA)” shall refer to a pre-hire collective bargaining agreement between a Contractor and one or more trade labor organizations that establishes the terms and conditions of employment for one or more construction projects.

SERVICE REQUIREMENTS

Project Labor Agreement Services generally involve the provision of economic feasibility analyses on the prospects of using a PLA for a specified project or a group of projects. These PLA studies will be detailed in a report that will typically include some combination of the following: construction and labor market analysis, evaluation of existing collective bargaining agreements, assessment of the expected economic benefits, overall conclusions and recommendations. In addition, if an Authorized User decides to require a PLA for a specified project or group of projects, the Authorized User may require the awarded Contractor to assist by drafting, negotiating, and delivering an executed PLA.

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SERVICE REQUIREMENTS (Cont'd)

Awarded Contractors shall provide the following services:

1. Coordinate with Authorized User for project initiation to review preliminary information available on the nature of the construction scope, schedule and budget, and review, on a preliminary basis, potential terms and conditions to be utilized in the analysis.
2. Conduct discussions to obtain input related to cost savings available for the project.
3. Evaluate the feasibility of a PLA for a project, considering economic and non-economic benefits.
4. Review the local labor environment considering experience in compliance with the enforcement of prevailing wage laws and other Authorized User requirements, and any labor conflicts or disruptions.
5. Analyze and prepare preliminary labor estimates for the project using conceptual project scope and conceptual project cost estimates developed by the Authorized User.
6. Analyze existing labor agreements applicable to the work and labor demands related to the project to determine the potential for cost savings through implementation of a PLA.
7. Analyze available data from other projects of similar scope that is applicable to the subject project. The analysis should also consider whether the project is a complex construction project where either costs or duration exceed those of typical projects.
8. Analyze and review potential concurrent construction projects with the potential to pull resources from the same labor pool.
9. Review the collective bargaining agreements of each of the trade unions that will be involved in the construction, with a focus on areas that could be standardized within the provisions of a proposed PLA.
10. Estimate the economic benefits, if any, that may be obtained by the use of a PLA in consideration of, among other things, (i) the potential for exemption from the Wicks Law and (ii) the benefits of standardized provisions, and (iii) terms and conditions that trade unions have agreed to on similar projects.
11. Consider the impact on, or potential for improved employment opportunities for Minority- and Women-Owned Businesses, Service-Disabled Veteran-Owned Businesses, and Disadvantaged Businesses.
12. Assess the non-economic benefits, if any, that may be obtained by the use of a PLA in consideration of, among other things:
 - a. The history of labor unrest/volatility in the local market to assess the potential for adverse cost and schedule impacts resulting from strikes, lockouts, or other job actions;
 - b. The potential for enhanced control of project schedule and contractor coordination;
 - c. The potential for enhanced security, stability, and work opportunities;
 - d. The potential for enhanced work force diversity and training opportunities for the community; and
 - e. Maximizing project safety conditions for workers and the public.
13. Prepare and deliver a report on the feasibility of requiring a PLA, documenting any projected cost savings, identifying specific non-economic benefits and recommendations for subsequent actions, if warranted. An Authorized user may request both draft and final versions of the report. The report shall include, but not be limited to, the following:
 - a. The estimated cost of the project.
 - b. The estimated time to complete the project.
 - c. An analysis of anticipated cost savings resulting from the proposed or anticipated PLA including an analysis of savings that may result from having uniform wages, overtime rates, shift differentials, work rules and practices across trades, among other things.

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SERVICE REQUIREMENTS (Cont'd)

- d. An analysis of specific contract cost savings, including savings in time and efficiency.
 - e. Documentation of how non-union contractors and out-of-state contractors may still participate in a bid upon the proposed projects.
 - f. Supporting data and documentation of research methodologies used by the Contractor
 - g. Documentation of consistency with Labor Law § 222 and relevant court decisions regarding the use of PLAs.
 - h. Any other appropriate topic arising out of the unique characteristics of the projects.
 - i. Any other aspects requested to be addressed by the Authorized User.
14. If the Authorized User makes a determination to require a PLA as part of the construction contract for a project or group of projects, the Contractor may be asked to draft, negotiate, and deliver an executed PLA. If a project is funded in whole or in part by federal funds, the PLA shall be in a form that permits the Authorized User to seek the concurrence of the applicable federal entity (e.g., Federal Highway Administration).

PROCUREMENT INSTRUCTIONS FOR AUTHORIZED USERS

The Backdrop Contracts have an established set of standardized terms and conditions, guidelines, processes and templates. When an Authorized User requires PLA Services, the Authorized User will issue a competitive Mini-bid in accordance with the terms and conditions of the Centralized Backdrop Contract and include any additional requirements. The Mini-bid will be distributed by the Authorized User to all Contractors.

Contractors choosing to respond to the Mini-bid shall submit their actual proposed pricing, which shall not exceed, but may be less than, their Awarded Blended Rate. The Authorized User will then select a Contractor based on the Mini-bid responses. Procurement instructions further describing the Mini-bid process and requirements for Authorized Users to purchase from the Centralized Backdrop Contracts are found in Appendix C – How to Use This Contract.

Authorized Users shall maintain a record of the Contractors they solicit for a Mini-bid. It is recommended the Authorized User save copies of all email correspondence to each of the Contractors for inclusion in their procurement record.

Contractor questions, clarifications, and/or disputes arising from an Authorized User's RFQ and/or Contractor selection are to be reviewed and resolved by the Authorized User and the Contractor, and not by NYS OGS.

All NYS Procurement Guidelines must be followed and the Authorized User's procurement record should clearly show why one Contractor was chosen over another.

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.

PRICE

The Contractor shall not charge more than the Awarded Blended Rate. The Awarded Blended Rate will not change during the life of the Contract, including all extensions.

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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. 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
- Hourly Blended Rate
- Quantity
- Unit of Measure
- Dates of Service

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>.

NYS FINANCIAL SYSTEM (SFS)

New York State is currently operating on an Enterprise Resource Planning 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: www.sfs.ny.gov and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

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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.

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. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- D. Seek clarifications and revisions of the Bid;
- E. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
- F. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- G. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- H. Waive any requirements that are not material;
- I. Utilize any and all ideas submitted in the Bids received;
- J. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- K. 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;
- L. 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;
- M. Accept and consider for Contract award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- N. Use any information that OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- O. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
- P. Reject an obviously unbalanced Bid as determined by the State;
- Q. Conduct Contract negotiations with the next responsible Bidder, should OGS be unsuccessful in negotiating with the selected Bidder;
- R. 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.

AUTHORIZED USER RESERVED RIGHTS

The Authorized User shall have all of the same reserved rights as the "NYS RESERVED RIGHTS". In addition, to those reserved rights, the Authorized User shall have the following additional reserved rights:

- A. The right to add requirements to the Mini-bid and resulting Mini-bid Agreement between the Authorized User and the Contractor that are more advantageous than the terms and conditions established within the Contract;

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- B. The right to require the Contractor to identify any subcontractors, and to approve such subcontractors;
- C. The right to request the Contractor’s insurance policy language for purposes of substantiating compliance with Contractor’s Insurance Requirements, or such other Insurance Requirements, as required by the Authorized User as part of an Mini-bid;
- D. The right to conduct contract negotiations with the next responsible Contractor responding to an Mini-bid, should the Authorized User be unsuccessful in negotiating with the selected Contractor, and
- E. After issuing a Purchase Order or PCard transaction to a Contractor in response to an Mini-bid, should that Contractor be unable to fulfill the terms of the engagement, an Authorized User may issue a Purchase Order or PCard transaction to another Contractor that responded to the original Mini-bid if the second Contractor is willing to provide the requested services at the price the first Contractor previously quoted.

Additional terms and conditions may be allowed as part of Contractor’s response to an Authorized User’s Mini-bid and incorporated into the Mini-bid Agreement between the Authorized User and the Contractor provided that all of the following conditions are met:

1. The Contractor identifies such terms and conditions in Contractor’s response to the Authorized User’s Mini-bid; and
2. Such terms and conditions do not contradict or violate any of the terms and conditions of the Contract, and/or are more advantageous to the Authorized User and the State than those set forth in the Contract; and
3. Such terms place no additional liability or responsibility on the Authorized User or the State; and
4. The Authorized User acknowledges in writing that it accepts such additional terms and conditions.

EXTENSION OF USE

Contract(s) may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

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, a agency code, name, address, and contact person. State agencies shall not be required to provide credit references.

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.

TRAFFIC INFRACTIONS

Neither the State nor Authorized Users shall 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.

EMPLOYEE INFORMATION REQUIRED TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS & SERVICE CONTRACTORS

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as “Contracts entered into by a State Agency for *analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services*” (“covered consultant Contract” or “covered consultant services”).

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The amendments also require that certain Contract Employee information be provided to the State Agency awarding such Contracts, OSC, Division of Budget (DOB) and Department of Civil Service (CS). The effective date of these amendments was June 19, 2006. The requirements apply to the covered Contracts awarded on and after such date. To meet these requirements, the Contractor agrees to complete:

- A. Form A - Contractor's Planned Employment Form**, if required. Note: State Agencies are required to furnish this information but may require a Contractor to submit the information.

- B. Form B - Contractor's Annual Employment Report**. Throughout the term of the Contract by May 15th of each year the Contractor agrees to report the following information to the State Agency awarding the Contract, or if the Contractor has provided Contract Employees pursuant to an OGS centralized Contract, such report must be made to the State Agency purchasing from such Contract. For each covered consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such Contract was in effect during such prior State fiscal year Contractor reports the:
 - 1. Total number of Employees employed to provide the consultant services, by employment category.
 - 2. Total number of hours worked by such Employees.
 - 3. Total compensation paid to all Employees that performed consultant services under such Contract.*

*NOTE: The information to be reported is applicable only to those Employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to Employees of Subcontractors who perform any part of the service Contract or any part of the covered consultant Contract. This information does not have to be collected and reported in circumstances where there is an ancillary involvement of an Employee in a clerical, support, organizational or other administrative capacity.

Contractor agrees to simultaneously report such information to CS and OSC as designated below:

Department of Civil Service Alfred E. Smith State Office Building Albany, NY 12239	Office of the State Comptroller Bureau of Contracts 110 State St., 11 th Floor Albany, New York Attn: Consultant Reporting Fax: (518) 474-8030 or (518) 473-8808
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Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual Employee names or social security numbers are set forth on a document, the State Agency making such disclosure is obligated to redact both the name and social security number prior to disclosure. Further information is available in Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>), "Consultant Disclosure Legislation."

EMPLOYEE INFORMATION REQUIRED TO BE REPORTED BY CERTAIN CONSULTANT CONTRACTORS & SERVICE CONTRACTORS (Cont'd)

Instructions For Completing Form A and B

Form A and Form B should be completed for Contracts for consulting services in accordance with Section XI.18.C of the Office of the State Comptroller's Guide to Financial Operations (<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>), "Consultant Disclosure Legislation," and the following:

- A. Form A - Contractor's Planned Employment Form** (available from and submitted to the using Agency, if necessary.) (Form AC-3271-S: <http://www.osc.state.ny.us/agencies/forms/index.htm>)

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B. Form B - Contractor's Annual Employment Report (to be completed by May 15th of each year for each consultant Contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the CS, OSC and procuring Agency.) (Form AC-3272-S: <http://www.osc.state.ny.us/agencies/forms/index.htm>) \

Scope of Contract: choose a general classification of the single category that best fits the predominate nature of the services provided under the Contract.

Employment Category: enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describes the Employees providing services under the Contract. *(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)*

Number of Employees: enter the total number of Employees in the employment category employed to provide services under the Contract during the report period, including part time Employees and Employees of subcontractors.

Number of Hours: enter the total number of hours worked during the report period by the Employees in the employment category.

Amount Payable under the Contract: enter the total amount paid by the State to the State Contractor under the Contract, for work by the Employees in the employment category, for services provided during the report period.

TRAVEL, MEALS AND LODGING

When provided for in the Mini-bid and resultant Mini-bid Agreement, the Authorized Users may reimburse travel expenses. All rules and regulations associated with this travel can be found at <http://osc.state.ny.us/agencies/travel/travel.htm>. In no case will any travel reimbursement be charged that exceeds these rates. All travel will be paid only as specified within the Mini-bid Agreement and must be billed with the associated services on the same Invoice with receipts attached.

The Contractor shall receive prior approval from the Authorized User for any travel that occurs during the term of a Mini-Bid Agreement. Parking fees and/or parking tickets shall not be paid by an Authorized User. Unless otherwise specified in writing by the Authorized User, a vehicle will not be provided by Authorized User to the Contractor for travel. Therefore, the Contractor will be responsible for ensuring that the Contractor has access to an appropriate vehicle (e.g., personal vehicle or rental vehicle) or common carrier with which to carry out any necessary travel.

For the Contractor to obtain reimbursement for the use of a rental vehicle, such use must be justified as the most cost-effective mode of transportation under the circumstances (including consideration of the most effective use of time).

The Contractor is responsible for keeping adequate records to substantiate any claims for travel reimbursement

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**State of New York
 Office of General Services
 Procurement Services
 Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one Contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____(over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

OGS Procurement Services
 Customer Services, 38th Floor
 Coming 2nd Tower - Empire State Plaza
 Albany, New York 12242

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