NEW YORK STATE OF OPPORTUNITY | Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 79004 – Moving Services (Statewide)** **Classification Code(s): 78**
Award Number	:	**23140** **(Replaces Award 22723)**
Contract Period	:	**March 3, 2019 to March 2, 2024**
Bid Opening Date	:	**December 4, 2018**
Date of Issue	:	**March 3, 2019 (Revised May 17, 2019)**
Specification Reference	:	**As Incorporated In The IFB**
Contractor Information	:	**Appears on Pages 4-12 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Linda Pyska Title : Contract Management Specialist Phone : 518- 473-0224 E-mail : Linda.Pyska@ogs.ny.gov	**Procurement Services Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This moving services contract award includes planning and preparation, moving, disassembly, assembly, and other general activities related to relocation of tenant agencies. Users are able to save administrative time and the expense of individual solicitations; and optimize cost effectiveness. In addition, this contract allows users to take advantage of the negotiated low rate for time and materials in order to accomplish smaller less complex moving tasks.

PR # 23140

(continued)

Table of Contents

SECTION 1: INTRODUCTION 4
1.1 Contractor Information 4
1.2 Overview and Scope 14
1.3 Regions 14
1.4 Contractors by Region 14
1.5 Small, Minority and Women-Owned Businesses 14
1.6 Note to Authorized Users 15
1.7 Estimated Quantities 15
1.8 Definitions 16
SECTION 2: PRICING 18
2.1 General Pricing Information 18
2.2 Price Updates 18
SECTION 3: PREVAILING WAGE RATES 20
3.1 Public Works and Building Services Contracts 20
3.2 Worker Notification 20
3.3 Living Wage 20
SECTION 4: PROJECT DEFINITION 21
4.1 Mandatory Best and Final Quotes/Project Definition Form 21
4.2 Project Definition Cost Review by Authorized Users 21
4.3 Project Definition Pricing Requirements 21
4.4 Project Definition – Steps Prior to the Execution of the Move 22
4.5 Project Definition Service Requirements 24
SECTION 5: ADMINISTRATION 27
5.1 Contract Administration 27
SECTION 6: TERMS AND CONDITIONS 28
6.1 Contract Term and Extensions 28
6.2 Short term Extension 28
6.3 Price Structure 28
6.4 Ordering 29
6.5 Minimum Order 29
6.6 Invoicing and Payment 29
6.7 Product Delivery 31
6.8 NYS Financial System (SFS) 31
6.9 Insurance 31
6.10 Report of Contract Usage 32
6.11 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 32
6.12 SDVOB: Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses 35

(continued)

6.13 Use of Recycled or Remanufactured Materials 35
6.14 Bulk Delivery and Alternate Packaging 37
6.15 Environmental Attributes and NYS Executive Order Number 4 37
6.16 New Accounts 37
6.17 Drug and Alcohol Use Prohibited 37
6.18 Traffic Infractions 37
6.19 Poor Performance 38
6.20 Purchasing Card Orders 38

(continued)

SECTION 1: INTRODUCTION

1.1 Contractor Information

NOTE: See individual contract items to determine actual awardees.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68471	ARNOFF MOVING AND STORAGE, INC. 1282 Dutchess Turnpike Poughkeepsie, NY 12603	06-0803705 1000011184

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(800) 633-6683	Toll-Free #:	(800) 633-6683
Phone #:	(845) 471-1504	Phone #:	(914)-489-0992
Contact:	David Feldman	Contact:	Craig Arnoff
E-mail:	NYSOGS@arnoff.com	E-mail:	NYSOGS@arnoff.com
Website:	www.arnoff.com		
Hours:	8:00AM to 5:00PM EST (M-F)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.
Vendor offers prompt payment discount of 2% / 10 days, Net / 30 days. Discount not applicable in conjunction with use of NYS Procurement Card.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68472 SB	CHAMPION MOVING AND STORAGE, INC. 100 Owens Road Brockport, NY 14420	16-1273741 1000003584

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(800) 724-6265	Toll-Free #:	(800) 724-6265 (Voicemail)
Phone #:	(585) 235-3500	Phone #:	(585)-820-4647
Contact	Scott Smith x-310	Contact:	Scott R. Smith
E-mail:	scotts@champion-moving.com	E-mail:	scotts@champion-moving.com
Contact:	Nancy Mincer x-301		
E-mail:	cmsinc@champion-moving.com		
Website:	www.champion-moving.com		
Hours:	8:00AM to 5:00PM EST (M-F)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $1,000.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68473	DIMON & BACORN, INC. 93 Industrial Park Boulevard Elmira, NY 14901	16-1001010 1000046608

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(800) 321-2937	Toll-Free #:	(800) 321-2937
Phone #:	(607) 734-2937	Phone #:	(607)-734-2937
Contact:	Michael Dimon	Contact:	Michael Dimon
E-mail:	mdimon@dimonandbacorn.com	E-mail:	mdimon@dimonandbacorn.com
Website:	www.dimonandbacorn.com		
Hours:	8:00AM to 5:00PM EST (M-F) 8:00AM to 12:00PM EST (Sat.)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68474 SB	DON'S MOVING & STORAGE, INC. 981 Broadway Albany, NY 12207	14-1579996 1000027485

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(855) 973-1057	Toll-Free #:	(855) 973-1057
Phone #:	(518) 462-0697	Phone #:	(518) 210-2818
Contact:	Glenn Coyne	Contact:	Glenn Coyne
E-mail:	glenn@donsmovers.com	E-mail:	glenn@donsmovers.com
Website:	www.donsmovers.com		
Hours:	8:00AM to 5:00PM EST (M-F) 8:00AM to 5:00PM EST (Sat.)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68475 SB	ELATE MOVING, LLC 305 Broadway Floor 7 New York, NY 10007	46-2485265 1100101366

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	N/A	Toll-Free #:	N/A
Phone #:	(212) 920-4450	Phone #:	(212) 920-4450
Contact:	Nicolas Miller	Contact:	Kevin Britt
E-mail:	sales@elatemoving.com	E-mail:	sales@elatemoving.com
Website:	www.elatemoving.com		
Hours:	9:00AM to 6:00PM EST (M-F) 9:00AM to 6:00PM EST (Sat. – Sun.)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68476 SB	GREATER SYRACUSE MOVING AND STORAGE CO., INC 6255 E. Taft Road North Syracuse, NY 13212	16-0912960 1100068636

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(800) 348-0786	Toll-Free #:	N/A
Phone #:	(315) 863-6539	Phone #:	(315) 863-6539
Contact:	Michelle Cruse	Contact:	Michelle Cruse
E-mail:	N/A	E-mail:	michellec@gsmoving.com
Website:	N/A		
Hours:	8:00AM to 5:00PM EST (M-F)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68477	LIBERTY MOVING & STORAGE 350 Moreland Road Commack, NY 11725	11-2205848 1100004355

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	N/A	Toll-Free #:	N/A
Phone #:	(631) 234-3000 x 268	Phone #:	(516) 250-1940
Contact:	Susan Stewart	Contact:	Michael Federico
E-mail:	sstewart@libertymoving.com	E-mail:	mikejr@libertymoving.com
Website:	www.libertymoving.com		
Hours:	8:00AM to 5:00PM EST (M-F) 8:00AM to 12:00PM EST (Sat. – Sun.)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $10,000.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68478	LINCOLN MOVING & STORAGE OF BUFFALO, INC. 155 Great Arrow Avenue Buffalo, NY 14207	16-1194860 1000003547

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(800) 344-3915	Toll-Free #:	N/A
Phone #:	(716) 874-1380	Phone #:	(716) 912-5858
Contact:	Steven Balcerzak	Contact:	Steven Balcerzak
E-mail:	sbalcerzak@lincolnmoving.com	E-mail:	sbalcerzak@lincolnmoving.com
Website:	www.lincolnmoving.com		
Hours:	7:30AM to 5:00PM EST (M-F) 8:00AM to 5:00PM EST (Sat., Sun.- when requested)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68479	MCCOLLISTER'S TRANSPORTATION GROUP, INC. 7 Tucker Drive Poughkeepsie, NY 12603	22-3621493 1100101330

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	N/A	Toll-Free #:	N/A
Phone #:	(845) 705-4168	Phone #:	(845) 705-4168
Contact:	Joseph Iannucci	Contact:	Joseph Iannucci
E-mail:	jiannucci@mccollisters.com	E-mail:	jiannucci@mccollisters.com
Website:	www.mccollisters.com		
Hours:	7:00AM to 5:00PM EST (M-F)		

Additional Information:

Vendor accepts NYS Procurement Card orders from $100 up to $50,000.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68480 SB	METRO RELOCATION SOLUTIONS, INC. 33 South Service Road Jericho, NY 11753	83-0989757 1100219670

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	N/A	Toll-Free #:	N/A
Phone #:	(516) 244-1114	Phone #:	(516) 244-1114
Contact:	David Alter	Contact:	David Alter
E-mail:	david@metrorelo.com	E-mail:	david@metrorelo.com
Website:	N/A		
Hours:	8:00AM to 6:00PM EST (M-F) 8:00AM to 2:00PM EST (Sat. – Sun.)		

Additional Information:

Vendor accepts NYS Procurement Card orders from $100 up to $50,000.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68481 SB	MOVIN SOLUTION, INC. 1225 Franklin Avenue Garden City, NY 11530	82-4814164 1100220427

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	N/A	Toll-Free #:	N/A
Phone #:	(516) 826-0801	Phone #:	(516) 826-0801
Contact:	Ana Constanza	Contact:	Ana Constanza
E-mail:	ana@movinsolution.com	E-mail:	ana@movinsolution.com
Website:	N/A		
Hours:	8:00AM to 6:00PM EST (M-F) 8:00AM to 1:00PM EST (Sat. – Sun.)		

Additional Information:

Vendor accepts NYS Procurement Card orders from $150 up to $50,000.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68482 SB	NAGLEE MOVING & STORAGE, INC. 1525 Grand Central Avenue Elmira, NY 14901	16-0851656 1000003341

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	N/A	Toll-Free #:	N/A
Phone #:	(607) 733-4671	Phone #:	(607) 481-3379
Contact:	Dean W. Linscott	Contact:	Dean W. Linscott
E-mail:	dlinscott@nagleegroup.com	E-mail:	dlinscott@nagleegroup.com
Website:	www.nagleegroup.com		
Hours:	8:00AM to 5:00PM EST (M-F) By appointment only (Sat. – Sun.)		

Additional Information:

Vendor accepts NYS Procurement Card orders from $100 up to $25,000.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68483 SB	SANTIEGO WORLDWIDE MOVING & STORAGE, INC. 401 No. Middletown Road Bldg 170 Pearl River, NY 10965	82-1789137 1100220535

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(800) 424-7717	Toll-Free #:	(800) 424-7717
Phone #:	(845) 268-4200	Phone #:	(914) 906-1641
Contact:	Giulio Zangrilli	Contact:	Giulio Zangrilli
E-mail:	giulio@santeigomoving.com	E-mail:	giulio@santeigomoving.com
Website:	www.santiegomoving.com		
Hours:	8:00AM to 5:00PM EST (M-F) 8:00AM to 5:00PM EST (Sat. – Sun.)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68484 SB	SCHAAP MOVING SYSTEMS, INC. 6 Brown Road Albany, NY 12205	14-1465618 1000013797

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	(800) 422-4022	Toll-Free #:	(800) 424-7717
Phone #:	(518) 365-0919	Phone #:	(518) 365-0919
Contact:	John Gebhardt	Contact:	John Gebhardt
E-mail:	johng@schaapmoving.com	E-mail:	johng@schaapmoving.com
Website:	www.schaapmoving.com		
Hours:	8:00AM to 5:00PM EST (M-F)		

Additional Information:

Vendor accepts NYS Procurement Card orders from $50 up to $10,000.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68485 SB	SMART MOVING & STORAGE, INC. 145 Saw Mill River Road Yonkers, NY 10701	13-4123422 1000001399

Contact for New York State Contract Orders
(during normal business hours):

Toll-Free #:	(800) 798-6684
Phone #:	(914) 375-3595
Contact:	Artur Surin
E-mail:	smartmoveny@aol.com
Website:	N/A
Hours:	8:00AM to 5:00PM EST (M-F) 8:00AM to 1:00PM EST (Sat.)

Emergency Contact
(after normal business hours; weekends/holidays):

Toll-Free #:	N/A
Phone #:	(914) 906-1253
Contact:	John Lennon
E-mail:	smartmovejohn@aol.com

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.
Vendor offers prompt payment discount of 1.25% / 15 days, 1% / 30 days.

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68486 SB	SUNRISE OFFICE SERVICES, INC. 730 Richmond Terrace Staten Island, NY 10301	11-2476000 1100220509

Contact for New York State Contract Orders
(during normal business hours):

Toll-Free #:	N/A
Phone #:	(718) 442-2800
Contact:	Joseph Carbonara
E-mail:	joec@sunriseoffice.net
Website:	www.sunriseoffice.net
Hours:	7:00AM to 6:00PM EST (M-F) 8:00AM to 5:00PM EST (Sat.)

Emergency Contact
(after normal business hours; weekends/holidays):

Toll-Free #:	N/A
Phone #:	(718) 442-2800
Contact:	Joseph Carbonara
E-mail:	joec@sunriseoffice.net

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.
Vendor offers prompt payment discount of 1% / 10 days.

(continued)

Contract	Contractor & Address	Fed ID#/NYS Vendor ID#
PS68487 SB	YOUR HOMETOWN MOVER, LLC 92 S. Ohioville Road New Paltz, NY 12561	46-2553907 1100220746

Contact for New York State Contract Orders (during normal business hours):		Emergency Contact (after normal business hours; weekends/holidays):	
Toll-Free #:	N/A	Toll-Free #:	N/A
Phone #:	(845) 419-3808	Phone #:	(845) 419-3808
Contact:	Jake Freedman	Contact:	Jake Freedman
E-mail:	jake@yourhometownmover.com	E-mail:	jake@yourhometownmover.com
Website:	www.yourhometownmover.com		
Hours:	7:00AM to 5:00PM EST (M-F) 7:00AM to 5:00PM EST (Sat. – Sun.)		

Additional Information:

Vendor accepts NYS Procurement Card orders for up to $50,000.
Vendor offers prompt payment discount of 2% / 15 days, 1% / 20 days.

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Invoicing and Payment" in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES 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 PROCUREMENT SERVICES.

(continued)

1.2 Overview and Scope

This contract is intended to provide a procurement mechanism for State and Non-State Agencies to procure moving services. Additionally, services may be utilized by political subdivisions, school districts and others authorized by law.

1.3 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

1.4 Contractors by Region

Contractor/Region	1	2	3	4	5	6	7	8	9	10
Arnoff Moving and Storage, Inc.				x	x	x	x	x	x	x
Champion Moving and Storage, Inc.				x	x	x	x	x	x	x
Dimon & Bacorn, Inc.							x			
Don's Moving & Storage, Inc.					x	x				
Elate Moving, LLC		x								
Greater Syracuse Moving & Storage Co., Inc.					x					
Liberty Moving and Storage Co., Inc.	x	x	x							
Lincoln Moving & Storage of Buffalo, Inc.									x	x
McCollister's Transportation Group, Inc.			x	x						
Metro Relocation Solutions, Inc.	x	x								
Movin Solution, Inc.	x	x								
Naglee Moving & Storage, Inc.							x	x	x	x
Santiego Worldwide Moving & Storage, Inc.			x							
Schaap Moving Systems, Inc.						x		x		
Smart Moving & Storage, Inc.	x	x	x	x						
Sunrise Office Services, Inc.	x									
Your Hometown Mover, LLC			x	x	x	x	x	x	x	x

1.5 Small, Minority and Women-Owned Businesses

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

(continued)

1.6 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).

1.7 Estimated Quantities

This Contract is 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.

Contractor 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 Contract.

(continued)

1.8 Definitions

"**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 ("NYSPSP"); 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).

(continued)

"**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

(continued)

SECTION 2: PRICING

2.1 General Pricing Information

Pricing includes a percentage markup over the current prevailing wage rates

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)

Additional costs that may or may not be used to complete a move include:

- 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
- Ancillary Items costs

This is a full service Contract. For the purposes of this Contract, 'full service' will mean that the Contractor's 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.

2.2 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.

2.2.1 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.

(continued)

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.

2.2.2 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

2.2.3 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.

(continued)

SECTION 3: PREVAILING WAGE RATES

3.1 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, suspension or termination of Contract.

IMPORTANT NOTE: Authorized Users MUST obtain a separate PRC # for each purchase from this Contract where prevailing wage rates apply. The requested PRC number MUST be noted on all purchase orders issued for purchases from this Contract.

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.shtm

3.2 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.

3.3 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 Pricing Info (By Region) 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.

(continued)

SECTION 4: PROJECT DEFINITION

4.1 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 for soliciting best and final quotes is MANDATORY for all purchases made by all Authorized Users through the Contract Award.

4.2 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.

4.3 Project Definition Pricing Requirements

The Contractor's pricing in response to an Authorized User's Project Definition shall not exceed their "not to exceed" rates published in this Contract Award.

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.

(continued)

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. <u>If in an Inter-Regional Move (Move from one Region to another Region)</u> the Prevailing Wage Rate is different from one Region to another, the following requirements apply:

   Contractors <u>must pay</u> at a minimum, the <u>prevailing wage rate and supplemental benefits</u> 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 Project Definition (Inter-Intra Regional Moves tab).

4.4 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.

(continued)

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 this Contract is intended primarily for office relocations and that the inclusion of personal items valued over what is covered in *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 4.5 (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)

(continued)

- 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.

4.5 Project Definition Service Requirements

The Contractor's responsibilities 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.

(continued)

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

(continued)

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.

(continued)

SECTION 5: ADMINISTRATION

5.1 Contract Administration

The Contractor 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. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. 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.

(continued)

SECTION 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 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.

(continued)

6.4 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).

6.5 Minimum Order

There is no minimum order for this Contract.

6.6 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.

(continued)

6.7 Product Delivery

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

6.8 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/.

6.9 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 *Insurance Requirements*.

(continued)

6.10 Report of Contract Usage

Contractor shall submit *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 *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.

6.11 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.

(continued)

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.

(continued)

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.newnycontracts.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.

(continued)

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

6.12 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

6.13 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.

(continued)

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 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.

(continued)

6.19 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

6.20 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.

(continued)

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 via email to customer.services@ogs.ny.gov **or mail to**:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

(continued)