



Contract Award Notification Update

Subject: Revised Contractor Information

DATE: July 14, 2016

AWARD #: [22723](#)

GROUP #: 79004

AWARD DESCRIPTION: Moving Services (Statewide)

CONTRACT PERIOD: February 3, 2014 – February 2, 2019

CONTACT: Maria MacGilfrey | 518-474-4297 | maria.macgilfrey@ogs.ny.gov

CONTRACT NO.: PC66196 **CONTRACTOR:** Business Relocation Services (BRS)

Business Relocation Services (BRS) has revised their contact information.

Please see the revised Contract Award Notification document for this update:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.htm>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.



Contract Award Notification Update

Subject: Ancillary Items-Revision for Moveway Transfer and Storage, Inc.

DATE: July 14, 2015

AWARD #: [22723](#)

GROUP #: 79004

AWARD DESCRIPTION: Moving Services (Statewide)

CONTRACT PERIOD: February 2, 2014 – February 2, 2019

CONTACT: Melissa Gretten | 518-473-2010 | melissa.gretten@ogs.ny.gov

CONTRACT NO.: PC66206 **CONTRACTOR:** Moveway Transfer and Storage, Inc.

The Ancillary Items listing for Moveway Transfer and Storage, Inc. has been revised.

Please see the revised Ancillary Cost Chart for this update:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723AncillaryCosts.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.



Contract Award Notification Update

Subject: Contractor Address Change

DATE: February 5, 2015 **AWARD #:** [22723](#) **GROUP #:** 79004

AWARD DESCRIPTION: Moving Services (Statewide)

CONTRACT PERIOD: February 3, 2014 – February 2, 2019

CONTRACT MANAGEMENT SPECIALIST: Melissa Gretten | 518-473-2010 | melissa.gretten@ogs.ny.gov

CONTRACT No.: PC66416 **CONTRACTOR:** Sher-Del Transfer and Relocation Services, Inc.

Sher-Del Transfer and Relocation Services, Inc. has changed their address.

Please see the revised Contract Award Notification (CAN) for this update.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: December 19, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): Don's Moving and Storage, Inc.
And
Business Relocation Services (BRS)

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT NO.: PC66201 & PC66196

SUBJECT: MBE Status
Revised Contact Information

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the Moving Services contract effective immediately:

Contractor	Contract Number	Comments
Don's Moving and Storage, Inc.	PC66201	MBE Status Granted Effective 12/15/14
Business Relocation Services (BRS)	PC66196	Contact Information Revisions

Please see the revised Contract Award Notification Document for this update:
<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: October 2, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): Good & Fair Carting and
Moving, Inc.

OTHER AUTHORIZED USERS

CONTRACT NO.: PC66211

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Revised Contact Information

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the Moving Services contract effective immediately:

Contractor	Contract Number	Comments
Viable Holding, Inc. d/b/a Moving Maven	PC66211	Revised email address

Please see the revised Contract Award Notification Document for this update:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: August 26, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): Good & Fair Carting and
Moving, Inc.

OTHER AUTHORIZED USERS

CONTRACT NO.: PC62204

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Revised Contact Information

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the Moving Services contract effective immediately:

Contractor	Contract Number	Comments
Good & Fair Carting and Moving, Inc.	PC62204	Revised email address and cell phone number

Please see the revised Contract Award Notification Document for this update:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: July 1, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): All

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT NO.: All

SUBJECT: Prevailing Wage Rates
Price Adjustments for July 1, 2014

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the Moving Services contract effective immediately:

Contractor	Contract Number	Comments
All Contractors	All	DOL Wage Rate Revisions as of July 1, 2014

Please see the revised Price Page for this update:

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723PriceByRegion.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: June 27, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): McCollister's Transportation Group

OTHER AUTHORIZED USERS

CONTRACT NO.: PC66205

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Prevailing Wage Rates
Price Adjustments

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the Moving Services contract effective immediately:

Contractor	Contract Number	Comments
McCollister's Transportation Group	PC66205	Updated Address and Contact Information

Please see the revised CAN for this update. The CAN has also been updated to better reflect the contract terms and conditions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: May 27, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): Viable Holdings, Inc. d/b/a
Moving Maven

OTHER AUTHORIZED USERS

CONTRACT NO.: PC66211

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Prevailing Wage Rates
Price Adjustments

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the Moving Services contract effective immediately:

Contractor	Contract Number	Comments
Viable Holdings, Inc. d/b/a Moving Maven	PC66211	Correction to Federal ID #

Please see the revised CAN for this update. The CAN has also been updated to better reflect the contract terms and conditions.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: April 24, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): ALL

OTHER AUTHORIZED USERS

CONTRACT NO.: ALL

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Prevailing Wage Rates
Price Adjustments

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the Moving Services contract effective immediately:

Contractor	Contract Number	Comments
All Contractors	All	Updated Prevailing Wage Rates as of July 1, 2013
All Contractors	All	Inclusion of Price Adjustment Information-Section 1.9

Please see the revised Price document for this update, as well as the revised Contract Award document; Section 1.9 Price Pages and Price Adjustments.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723PriceByRegion.pdf>

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22723](#)

DATE: April 21, 2014

GROUP: 79004 – Moving Services-Statewide

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

Melissa Gretten
Contract Management Specialist
(518) 473-2010
melissa.gretten@ogs.ny.gov

CONTRACT PERIOD: February 3, 2014 to
February 2, 2019

CONTRACTOR(S): Elate Moving, LLC

OTHER AUTHORIZED USERS

CONTRACT NO.: PC66202

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

SUBJECT: Fax Number Change

TO ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

Please note the following revisions to the HIRE contact effective immediately:

Contractor	Contract Number	Comments
Elate Moving, LLC	PC66202	Revised Fax Number

Please see the revised award document (CAN) for this update.

<http://www.ogs.ny.gov/purchase/snt/awardnotes/7900422723can.pdf>

Please direct communications pertaining to the above referenced contract(s) to the PSG Contract Management Specialist listed above.

All terms and conditions of the current contract remain unchanged.

State of New York Executive Department
Office Of General Services
New York State Procurement
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title	:	Group – 79004 – Moving Services (Statewide)
		Classification Code(s): 78
Award Number	:	<u>22723</u> (Replaces Award 19993)
Contract Period	:	February 3, 2014 to February 2, 2019
Bid Opening Date	:	July 16, 2013
Date of Issue	:	February 5, 2014
Specification Reference	:	As Incorporated In The IFB
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Melissa Gretten Title : Contract Management Specialist Phone : 518- 473-2010 Fax : 518-402-5031 E-mail : Melissa.gretten@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

The New York State Procurement 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 # 22723

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SECTION 1: CONTRACTOR INFORMATION**1.1 Contractor Contact Information****NOTE: See individual contract items to determine actual awardees.**

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT. # / NYS VENDOR#</u>
PC66196 MBE	Business Relocation Services (BRS) 260 Beach 138th St. Rockaway Park, NY 11694 Jesus Linares Joseph Carbonara (emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(718) 399-8000 (855) 601-6683 Fax: (718) 399-8016 Email: jesus.linares@brsrelocations.com Email: joseph.carbonara@brsrelocations.com Website: www.brsmove.com	112852103 1000000620
PC66197 SB	Champion Moving & Storage, Inc. 100 Owens Road Brockport, NY 14420 Scott Smith (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 724-6265 (585) 235-3500 Fax: (585) 235-2105 Email: scott.smith@choiceonemail.com	161273741 1000003584
PC66198	Cook Moving System, Inc. 1845 Dale Rd. Buffalo, NY 14225 Scott Cassety George Griesbaum (emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 828-7144 (716) 897-0700 Fax: (716) 895-0500 Email: scott@cookmoving.com Cell: (716) 893-4314 Email: griesbaum@cookmoving.com Website: www.cookmoving.com	160391850 1000003290
PC66199 SB	Delaney Moving & Storage, Inc. 7045 Interstate Island Rd. Syracuse, NY 13209-9750 Art Delaney (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 888-4985, ext. 23 (315) 453-7800 Fax: (315) 453-2294 Phone: (315) 453-7800, ext. 23 Email: a.delaney@delaneyworldwide.com	161338395 1000003615
PC66200	Dimon & Bacorn, Inc. 93 Industrial Park Blvd. Elmira, NY 14901 Michael Dimon (main/emergency) Tina Morgan (Region 7 only) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 321-2937 (607) 734-2937 Fax: (607) 732-4338 Email: mdimon@dimonandbacorn.com Email: tmcwhorter@dimonandbacorn.com Website: www.dimonandbacorn.com	161001010 1000046608

(continued)

SECTION 1: CONTRACTOR INFORMATION**1.1 Contractor Contact Information (Cont'd)****NOTE: See individual contract items to determine actual awardees.**

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT. # / NYS VENDOR#
PC66201 SB	Don's Moving & Storage, Inc. 897 Broadway Albany, NY 12207 Glenn Coyne Liz O'Sullivan (emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 462-0697 (518) 462-0697 Fax: (518) 427-7644 Email: glenn@donsmovers.com Email: liz@donsmovers.com Website: www.donsmovers.com	141579996 1000027485
PC66202 SB	Elate Moving, LLC 305 Broadway, 14 th Flr. New York, NY 10007 Yuriy Antonov Julia Bilyk (emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(212) 920-4450, ext. 100 (888) 746-0851 Cell: (347) 882-3053 Fax: (646) 253-1258 Email: sales@elatemoving.com Cell: (347) 328-3168 Website: www.elatemoving.com	462485265 1100101366
PC66203 SB	Fox Hollow Movers, LLC 799 E. Hiawatha Blvd. Syracuse, NY 13208 Richard Herholtz (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(866) 564-5065 (315) 439-7330 Fax: (315) 422-4815 Email: rherholtz@foxhollowmovers.com	270973832 1100101382
PC66204 SB	Good & Fair Carting and Moving, Inc. 300 Woodward Ave. Kenmore, NY 14217 Dale Balon (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(716) 570-6067 (800) 366-4668 Fax: (716) 876-3385 Cell: (716) 531-8934 Email: dale_balon@goodandfair.net Website: www.goodandfair.net	160775640 1000014886
PC66205	McCollister's Transportation Group, Inc. 1800 U.S. 130 Burlington Township, NJ 08016 Jim Weiss (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 257-9595 (609) 386-0600 Fax: (845) 905-2005 Cell: (917) 426-1650 Email: jweiss@mccollisters.com Website: www.mccollisters.com	223621493 1100101330
PC66206 SB	Moveway Transfer & Storage, Inc. 314 Scholes St. Brooklyn, NY 11206 Richard Carmel Michael Reyes (emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(718) 852-8505 Fax: (718) 852-8591 (888)668-3929 Email: rcarmel@moveway.com Website: www.moveway.com Cell Ph. (646) 210-1587 Email: mreyes@moveway.com	112860621 1100095975

(continued)

SECTION 1: CONTRACTOR INFORMATION

1.1 Contractor Contact Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	TELEPHONE #	FED.IDENT. # / NYS VENDOR#
PC66207	Santiago Worldwide, Inc. 614 Corporate Way Valley Cottage, NY 10989 Giulio Zangrilli (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 424-7717 (845) 268-4200 Fax: (845) 268-4231 Email: giulio@santiegomoving.com Cell: (914)268-4200 Website: www.santiegomoving.com	201208409 1000016559
PC66416 SB	Sher-Del Transfer & Relocation Services, Inc. 247 Metropolitan Avenue Brooklyn, NY 11211 Eric Toth Robert Windram (emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 356-2882 (718) 599-3400 Fax: (718) 387-4278 Email: eric@sherdeltransfer.com Cell: (347) 392-2114 Email: Robert@sherdeltransfer.com	113245451 1100101304
PC66208	Smart Moving & Storage, Inc. d/b/a Smart Move 179 Saw Mill River Rd. Yonkers, NY 10701 John Lennon (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(800) 798-move (914) 375-3595 Fax: (914) 375-1118 Cell: (914) 906-1253 Email: smartmovejohn@aol.com	134123422 1000001399
PC66210	Tri-State Moving Services, Inc. 255 Oser Avenue Hauppauge, NY 11788 Joseph Cummings (main/emergency) <i>Accepts Procurement Card for orders up to \$15,000</i>	(866) 753-1979 (631) 753-1979 Fax: (631) 753-3867 Cell: (631)-766-4603 Email: jcummings@tsmove.com Website: www.tsmove.com	113508073 1000000759
PC66211 SB	Viable Holdings, Inc. d/b/a Moving Maven 1010 Northern Blvd. #208 Great Neck, NY 11021 Martine Alter (main/emergency) <i>Does not accept Procurement Card</i>	(516) 829-0432 (855) 225-9599 Fax: (516) 829-1838 Email: martine.alter@viablemoving.com Cell Ph. (516) 906-6683 Website: www.viablemoving.com	203577360 1100086658

(continued)

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

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 NEW YORK STATE PROCUREMENT.

1.2 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.

1.3 Recycled, Remanufactured and Energy Efficient Products

The New York State Procurement supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.4 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).

1.5 Poor Performance

Authorized Users should notify NYS Procurement’s 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:

(continued)

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

1.6 Debriefing

Contractors and bidders are accorded fair and equal treatment with respect to the opportunity for debriefing. OGS shall, upon request, provide a debriefing to any bidder or awarded contractor that responded to the IFB or RFP regarding the reason that the proposal or bid submitted by the unsuccessful bidder was not selected for a contract award. The post award debriefing should be requested by the bidder or awarded contractor within thirty days of posting of the contract award on the OGS website.

1.7 Regions

For purposes of this contract, the State is regionalized as follows:

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

1.8 Matrix of Contractors by Region

Contractor/Region	1	2	3	4	5	6	7	8	9	10
Business Relocation (BRS)	x	x	x							
Champion Moving				x	x	x	x	x	x	x
Cook Moving				x	x	x	x	x	x	x
Delaney Moving								x		
Dimon & Bacorn							x			
Don's Moving				x		x				
Elate Moving	x		x	x	x	x	x	x	x	x
Fox Hollow					x	x	x	x	x	
Good & Fair										x
McCollister's Transportation			x							
Moveway Transfer		x								
Santiago Worldwide			x							
Sher-Del Transfer & Moving Services		x								
Smart Moving	x	x	x							
Tri-State Moving	x									
Viable Holdings d/b/a Moving Maven	x	x								

(continued)

1.9 Price Pages

See Moving Services pricing and Ancillary Products pricing attachments

SECTION 2: HOW TO USE THE CONTRACT

2.1 How to Use this Contract

The Moving Services Statewide contract(s) 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, as set forth in Section 3.8 "Pricing Information".

New York State political subdivisions and others authorized by New York State law may participate in 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, §39 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 <http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement's Customer Services at (518) 474-6717.

Authorized User's are encouraged to solicit best and final quotes based on the actual move requirements using a Project Definition (sample document contained herein) from Contractors within the regions where the move will take place, however, it is not mandatory.

The moving company awarded the move in response to the individual Authorized Users' 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 that are provided for in the best and final quote, the final charges to the agency for all items affected MUST 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 time and/ or more employees/trucks than provided for in the bid, the final charge MAY NOT be adjusted upward. That is, item hour, item rate and number of employee/truck charges CANNOT exceed those provided in response to the Authorized User's best and final quote. Exceptions where additional charges would be allowed may include but not be limited to acts of God, building equipment malfunction, or police department/fire company blocking access to, or egress from, a building where a move is taking place. All such charges MUST be fully documented as to occurrence, location, time and duration and will require the authorization of OGS Procurement (NYSPRO) or the Authorized User. Also, it is REQUIRED that every attempt be made to notify the agency representative of the problem during the actual occurrence. No charges will be allowed for traffic delays that do not directly block access to the building. The Contractor further certifies that these prices do not exceed their bid in the initial OGS Proposal No. 22723 and resultant contract.

INTRA REGIONAL MOVE (Move within of Region):

- A. Authorized Users shall review the list of locations to determine which region is applicable for the move.
- B. Authorized Users shall review the list of rates and services available in the applicable region. The basis for selection among multiple Contractors at the time of purchase should be based on the most practical and economical alternative and in the best interests of the state. In order to aid in this selection, Authorized Users are encouraged to develop a Project Definition dictating specific needs and contacting only contractors awarded within the region where the work is to be accomplished.

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- C. Authorized Users shall contact the appropriate Contractors to set up a site visit to outline the specifics of the move.
- D. The Authorized Users shall supply the Contractor with pertinent information of the move including but not limited to the following:
1. Name and telephone number of the Authorized User's contact.
 2. The address of the building and floor where the Authorized User items to be moved are presently located.
 3. The address of the building and floor where the Authorized User items are to be moved.
 4. A general description of the furniture and/or equipment to be moved.
 5. Any delays that may be expected due to elevator and loading dock use, etc.
 6. Date and time for the move to begin.
 7. Expected date and time for completion of the move.
- E. Authorized User and Contractor shall develop the exact cost or estimated cost (based on number of hours needed to complete the move times the number of personnel used) if an exact cost cannot be determined at that time, with the Authorized Users permission, may give an estimated cost, but the Contractor shall only be paid for hours actually worked.
- F. Authorized User shall issue a purchase order or other written order for work depending on the type of contract .
- G. Authorized User shall issue purchase orders or other written orders which are effective and binding on the Contractor when placed in the mail addressed to the Contractor at the address shown in this award

INTER REGIONAL MOVE (Move from one region to another) The above A through G items plus the following:

- H. Authorized User shall review the list of locations to determine **all** regions applicable for the move.
- I. Authorized User shall contact the appropriate Contractor(s) from all involved regions to set up a site visit to outline the specifics of the move.
- J. If the Prevailing Wage Rate is different from one Region to another, the following instructions are provided:

Contractors are required to pay at a minimum, the prevailing wage rate and supplemental benefits which were attached as part of the IFB for Article 9 workers, and the **current** rate plus supplemental benefits for Article 8 workers, for the area where work is performed. The rate for the appropriate region is to begin upon arrival at the building (example: In a move from building A to building B, the building A regional rate would apply for the travel from building A to building B. Upon arrival at building B the prevailing wage rate for the region in which that building 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 vans, storage boxes, etc., cannot be changed from the initial rate stated in this award. Contractors must document the difference in hourly wage and benefits which apply.

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SAMPLE WORKSHEET:

This worksheet can be use to determine maximum bid allowed in the higher prevailing wage rate region for contractors who received an award in the region with the lower prevailing wage rate and not in the region where the higher prevailing wage rate applies.

<u>Item</u>	<u>Mover Amount</u>	<u>Misc. Laborer Amount</u>
Higher Rate Region:		
Hourly Prevailing Wage Rate		
+ Hourly Supplemental Benefits		
= (A) Total Wage + Benefits	A) _____	_____
Lower Rate Region:		
Hourly Prevailing Wage Rate		
+ Hourly Supplemental Benefits		
= (B) Total Wage + Benefits	B) _____	_____
 (A)-(B)=(C)Amount of Difference	 C) _____	 _____
Current Contract Price in Lower Region(D)	D) _____	_____
 (C)+(D)= Total Higher Rate Allowed(E)	 E) _____	 _____

SECTION 3: MOVE REQUIREMENTS:

3.1 Technical Requirements

- a. Appendix A – Standard Clauses for New York State Contracts and Appendix B - General Specifications (Commodities and Non-Technology Services) will apply to this contract.
- b. No illegal drug use of any type or use of alcoholic beverages by the Contractor or its personnel will be permitted in the performance of the Contract.
- c. It is the Contractor's responsibility to replace or repair any missing or damaged items caused by the negligence of its employees.
- d. It is the Contractor's responsibility to maintain the equipment and materials provided for the work consistent with applicable safety and health codes.
- e. 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.
- f. The Office of General Services' interpretation of specifications will be final and binding upon the Contractor.
- g. **ON-SITE Work:** Services performed on-site by Contractor’s employees, sub-Contractors or agents must be rendered in accordance with these additional requirements:
 - Notice Prior to Site Visit - 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.

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- Employee, or Agent Sign-In - If required by the Authorized User, Contractor's representatives must sign in and out at all sites.
- Job Meetings - Upon award of the Contract, Contractors must be available for meetings as explained on III.6 Administrative and Reporting Requirements of this IFB.
- Full Service Maintenance of Product or Equipment - The services required by this specification require all equipment to be used be maintained in good working order during the contract term.

Unless stated otherwise in the Bid Specifications, this is a full service Contract. For the purposes of this Contract, 'full service' will mean that the Contractor's bid price includes, but is not necessarily 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.

For discrepancies between the Bid Specifications and the Contractor's offer involving the nature, quality, or scope of services to be furnished, it will be assumed that the Contractor has based the bid on the more expensive manner. Final decision will rest with the Commissioner.

3.2 Service Requirements

The Contractor's responsibilities will include the following:

- a. 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.**
- b. 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 staff and equipment as stated herein to perform each segment of an entire move on dates scheduled.
- c. All personnel must be uniformly attired and clearly identifiable with the moving company's name. All supervisory personnel must be identifiable as such.
- d. Contractor's staff 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.
- e. Authorized User representatives must be provided with work logs and certified payroll records for all personnel engaged in any move upon request by the Authorized User or the State during any phase of this agreement.
- f. Furniture and equipment will be transported in enclosed vans, labeled with the Contractor's logo. The Contractor will provide industry standard seals to be used on each van throughout each move. Seal numbers must be recorded at origin and re-checked at destination by the Authorized User representative for seal integrity.
- g. Select furnishing, 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.
- h. All property must be protected against inclement weather conditions during loading and unloading.
- i. The Contractor will agree to establish security procedures and guidelines subject to the Authorized User's approval.

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- j. The Contractor must supply a cell phone or other means of transmission allowing uninterrupted communication between the driver and their office.
- k. The Authorized User's interpretation of Project Definitions will be final and binding upon the Contractor.
- l. 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.
- m. 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.
- n. The quality of service, including Contractor records, will be subject to inspection by the State of New York at any time. Should it be found that quality of services being performed is not satisfactory, or that the requirements of the specifications are not being met, the Office of General Services, acting on behalf of the Authorized User or on its own behalf, may terminate the Contract for cause and employ another Contractor to fulfill the requirements of the Contract. The existing Contractor will be liable to the State of New York for costs incurred on account thereof in accordance with Appendix B clause 64 - Remedies for Breach.

The Contractor's responsibilities will include the following:

- a. TERMINATION - See Appendix B, clause number 59.
- b. 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.
- c. The Authorized User will require each Contractor, at Contractor's expense, to submit evidence that it is in compliance with all requirements of insurance.
- d. 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.
- e. 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.
- f. Compensation will not be made for any delay due to weather conditions or traffic problems.

3.3 Execution of Each Move

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

Any inventory of furniture and equipment furnished with proposed moving schedules is approximate. The Contractor will be required to survey materials 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 relocation coordinator. 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

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cancel or suspend this Contract or to take any other action deemed necessary in accordance with Appendix B, Remedies for Breach clause.

3.4 Preliminary Requirements

1. Plan each move with the Authorized User's relocation coordinator 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 contents and equipment from building, including elevator scheduling. Establish crew, 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 and equipment to be moved from all existing locations.
 - e. Submit a program for protection 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.
 - f. Assume responsibility for removal of refuse and/or any packing materials directly related to each move from all the buildings involved.
 - g. Provide a communications system for use between all points associated with each move.
 - h. Any damage to property or moved items by the Vendor or its employees will be the responsibility of the vendor to repair or replace to the Authorized Users satisfaction.
2. Physical Preparations for Each Move:
 - a. Provide the following, including, but not limited to, equipment/materials be available in sufficient quantities at no extra charge:
 - Tags, diagrams or any items associated with move identification coding
 - Dollies (hard rubber wheels maintained free of grease and dirt)
 - Rolling Racks/Bins
 - Personal Computer transporters
 - Rigging equipment
 - Aluminum or Magnesium ramps of various sizes
 - Masonite sheets - 1/4" tempered (not Plywood)
 - Two-way radios
 - Wall/corner protective materials/pads
 - b. Designate and assign move location identification numbers to all original building 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 and equipment to be moved. Also affix "DO NOT MOVE" tags to all furniture and equipment not to be moved. Tags must leave no residue when removed.
 - c. Color-code (or equal style) all floor layout plans/prints.

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- 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 Helper (Mover) 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 Helper (Mover) 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 absolutely necessary, provide security overnight for truck storage of furniture, equipment and records being moved at the truck rate stated in the Contract.

SECTION 4: CONTRACT ADMINISTRATION

4.1 Contract Amendment Process

During the term of the Contract, the Contract may be amended by the mutual agreement of the parties.

4.2 Contract Administrator

Contractor must provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if its Contract Administrator changes, and provide an interim contact person until the position is filled. Contractor may submit a Contract Administrator change by submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

Changes to Contractor contact information, including the designation of a new Contract Administrator, shall be submitted electronically via e-mail through the submission of a revised Contractor and Authorized Reseller Information form to the OGS Contract Administrator.

SECTION 4: TERMS AND CONDITIONS

5.1 Contract Term and Extension

5.1.1 Contract Term

The Contract(s) shall commence after all necessary approvals and shall become effective upon mailing of the final Contract Award Notice by OGS (see Appendix B, §38 *Contract Creation/Execution*). The Contract(s) shall be in effect for five (5) years.

5.1.2 Contract Extension

If mutually agreed upon between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three (3) additional one (1) year periods.

In the event a replacement Contract has not been issued at the time of Contract expiration, any Contract let and awarded hereunder by the State, may be extended unilaterally by the State for an additional period of up to one (1) month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one (1) month extension), pricing, and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three (3) months in lieu of one (1) month. However, this extension terminates should the replacement Contract be issued in the interim.

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5.2 Delivery

Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing.

5.3 Receipts and Invoicing

5.3.1 Procurement Card Receipts

For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each Delivery.

5.3.2 Invoices

Contractor invoices must include detailed line item information to allow Authorized Users to verify that delivered pricing matches the correct price on the date of order.

5.4 Report of Contract Purchases

Contractor shall furnish semi-annual reports containing total sales for both State agency and authorized non-state agency contract services no later than forty-five (45) days after the close of each calendar half. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be reported in the semi-annual report.

The report is to be submitted electronically via e-mail in Microsoft Excel to the Office of General Services, New York State Procurement, 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, Reporting Period, and Contractor's name.

The report in Attachment 5 – *Report of Contract Purchases* is the **minimum** information required. Additional related sales information, such as monthly reports, and/or detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis shall be considered poor performance in accordance with Section 1.5 *Poor Performance* and may result in Contract cancellation and designation of Contractor as non-responsible.

5.4.1 Service Reports

A written report may be required by the Authorized User either when the job is completed or at the end of each reporting day. This report must include but not be limited to a precise description of services provided, portion of the move completed, number of service personnel assigned, and number of contract hours performed. The Authorized User's designated representative must sign this report. Payment may not be approved without this documentation. Failure to submit requested reports may be cause for disqualification of a contractor for future Contracts.

5.5 Mercury Added Consumer Products

Offerers are advised that effective January 1, 2005, Article 27, Title 21 of the Environmental Conservation Law bans the sale or distribution free of charge of fever thermometers containing mercury except by prescription written by a physician and bans the sale or distribution free of charge of elemental mercury other than for medical pre-encapsulated dental amalgam, research, or manufacturing purposes due to the hazardous waste concerns of mercury. The law further states that effective July 12, 2005, manufacturers are required to label mercury-added consumer products that are sold or offered for sale in New York State by a distributor or retailer. The label is intended to inform consumers of the presence of mercury in such products and of the proper disposal or recycling of mercury-added consumer products. Offerers are encouraged to contact the Department of Environmental Conservation, Bureau of Solid Waste, Reduction & Recycling at (518) 402-8705 or the Bureau of Hazardous Waste Regulation at 1-800-462-6553 for questions relating to the law. Offerers may also visit the Department's web site for additional information: <http://www.dec.ny.gov/chemical/8512.html>.

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5.6 Diesel Emission Reduction Act of 2006

Pursuant to §19-0323 of the N.Y. Environmental Conservation Law (“the Law”) it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology (“BART”) and ultra low sulfur diesel fuel (“ULSD”). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contract vendors “on behalf of” State agencies and public authorities and require certain reports from Contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2012. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this Contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

5.7 Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

5.7.1 New York State Law

Pursuant to New York State Executive Law Article 15-A, OGS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority and women-owned business enterprises and the employment of minority group members and women in the performance of OGS Contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establishes goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State Contracts.

5.7.2 Business Participation Opportunities for MWBEs

For purposes of this procurement, OGS hereby establishes an overall goal of 20% for MWBE participation; 10% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>.

For guidance on how OGS will determine a Contractor’s “good faith efforts,” refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such

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finding constitutes a breach of Contract and OGS may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Contractors are required to submit a MWBE Utilization Plan on Form #MWBE 100 with the bid or proposal. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State contract and a description of the Contract scope of work that the Contractor intends to structure to meet the goals on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract that the Contractor intends to be performed by a NYS Certified minority or woman-owned business. Any modifications or changes to the agreed participation by NYS Certified MWBEs set forth in the Utilization Plan submitted with the bid or proposal, after the Contract award and during the term of the Contract, must be reported on a revised MWBE Utilization Plan and submitted to OGS.

B. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS’ acceptance or issue a notice of deficiency within 20 days of receipt.

C. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form #BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OGS may disqualify a Contractor as being non-responsive under the following circumstances:

- a) If a Contractor fails to submit a MWBE Utilization Plan;
- b) If a Contractor fails to submit a written remedy to a notice of deficiency;
- c) If a Contractor fails to submit a request for waiver; or
- d) If OGS determines that the Contractor has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Contractor’s Monthly M/WBE Contractor Compliance & Payment Report on Form MWBE 102 to OGS by the 10th day of the month during the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

5.7.3 Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this IFB, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue 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,

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equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to OGS, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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 conviction and prior arrest.

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

5.8 New York State Vendor Responsibility Questionnaire For-Profit Business Entity

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

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

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

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

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

5.9 Use of Recycled or Remanufactured Materials

New York State, as a member of the Council of Great Lakes Governors, supports and encourages vendors 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 IFB. 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 "Remanufactured, Recycled, Recyclable or Recovered Materials" in Appendix B, OGS General Specifications.

5.10 "OGS or Less" Guidelines

(continued)

“OGS or Less” Guidelines do not apply to this contract.

5.11 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in 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, §39 *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 <http://www.ogs.state.ny.us/purchase/snt/othersuse.asp>. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS New York State Procurement's Customer Services at (518) 474-6717.

5.12 Extension of Use

Any Contract resulting from this IFB may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State (the lead Contracting 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.

5.13 Emergency Purchasing

In the event that a disaster emergency is declared by Executive Order under Section 28 of Article 2-B of the Executive Law, or that the Commissioner determines pursuant to his/her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of products or services, the Commissioner reserves the right to obtain such products or services from any source, including but not limited to this contract, as the Commissioner in his/her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for products or services procured from other sources pursuant to this paragraph.

5.14 Disposition of Settlements

The Office of General Services has the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of this contract.

5.15 Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation,

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then OGS shall take such action as may be appropriate and provided for by law, rule, or Contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a Contract, and to pursue a responsibility review with respect to any entity that is awarded a Contract and appears on the Prohibited Entities list after Contract award.

(continued)

(b)

State of New York
 Office of General Services
NEW YORK STATE PROCUREMENT
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 NEW YORK STATE PROCUREMENT
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
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