

State of New York Executive Department
Office Of General Services
NYS Procurement (NYSPRO)
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 | : 19993 (Replaces Award 4084) |
| Contract Period | : November 1, 2006 –February 2, 2014 (Replaced by Award 22723) This CAN is for Informational Purposes Only |
| Bid Opening Date | : August 4, 2005 |
| Date of Issue | : November 2, 2006 (Revised 02/27/14) |
| Specification Reference | : As Incorporated In The IFB and Addenda 1 & 2 of the IFB |
| Contractor Information | : Appears on Pages 3-5 of this Award |

Address Inquiries To:

| State Agencies & Vendors | Political Subdivisions & Others |
|--|---|
| Name : Colleen Messier Title : Contract Management Specialist Phone : 518-474-1108 Fax : 518-474-1160 E-mail : colleen.messier@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.

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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> |
|-------------------|---|---|--------------------------------------|
| PS62149 | Arnoff Moving & Storage of Albany, Inc. 7 Tivoli Street Albany, NY 12207 David Feldman - VP Sales Cash Disc.: 2% in 15 days 0% in 30 days Accepts Procurement Card | Office: (845) 471-1504 Cell: (914) 456-3346 Fax: (518) 426-4229 E-mail: DFeldman@arnoff.com Web-site: www.arnoff.com | 061122206 1000000130 |
| PS62150 SB/MBE | Business Relocation Services, Inc. 260 Beach 138 th Street Rockaway Park, NY 11694 Joseph Carbonara Jesus Linares Accepts Procurement Card | (718) 399-8000 (212) 209-3925 Fax: (718) 399-8016 E-mail: joseph.carbonara@brsrelocations.com E-mail: jesus.linares@brsrelocations.com Web-site: www.brsmove.com | 112852103 1000000620 |
| PS62384 SB | CRS - Corporate Relocation Systems, Inc. 64-54 Maurice Avenue Maspeth, NY 11378 Michael Varoukas Executive Vice President Cash Disc.: 1% in 15 days Accepts Procurement Card with 1% discount | (718) 424-6000 Fax: (718) 424-6011 E-mail: mvaroukas@verizon.net Web-site: www.crsmove.com | 043614236 1000005290 |
| PS62151 | Champion Moving & Storage, Inc. 100 Owens Road Brockport, NY 14420 Scott R. Smith Sales Manager Accepts Procurement Card | 1-800-724-6265 ext 310 (585) 235-3500 ext 310 Fax: (585) 235-2105 E-mail: scott.smith@choiceonemail.com | 161273741 1000003584 |
| PS62152 | Cook Moving Systems, Inc 1845 Dale Road Buffalo, NY 14225 Gregory Fierle Commercial Moving Consultant All Regions | 1-800-828-7144 (716) 897-0700 Fax: (716) 893-0500 E-mail: buffalo@cookmoving.com Web-site: www.cookmoving.com | 160391850 1000003290 |

| | | | |
|-------------------|--|--|-------------------------|
| PS62153 SB/WBE | Delaney Moving & Storage, Inc. 7045 Interstate Island Road Syracuse, NY 13209-9750 Arthur Delaney President Cash Disc.: 1% in 15 days 0% in 30 days Accepts Procurement Card | 1-800-888-4985 (315) 453-7800 Fax: (315) 453-2294 E-mail: a.delaney@delaneyworldwide.com Web-site: www.delaneyworldwide.com | 161338395 1000003615 |
| PS65148 SB | Liberty Moving & Storage Co., Inc. 350 Moreland Road Commack, NY 11725 Michael Federico Jr. Accepts Procurement Card | 1-800-640-4487 (631) 234-3001 Fax: 930-3838 Email: mikejr@libertymoving.com Web-site: www.libertymoving.com | 112205848 1100004355 |
| PS62156 | Lincoln Moving & Storage of Buffalo, Inc. 155 Great Arrow Avenue Buffalo, NY 14207 Richard Dowd Relocation Consultant Accepts Procurement Card | 1-800-344-3915 (716) 874-1380 Fax: (716) 874-1583 E-mail: rdowd@lincolnmoving.com Web-site: www.lincolnmoving.com | 161194860 1000003547 |
| PS62158 SB | Naglee Moving & Storage, Inc. 1525 Grand Central Avenue Elmira, NY 14901 Phil Schweiger President Cash Disc.: 2% in 15 days 1% in 30 days Accepts Procurement Card with 2% discount | 1-800-950-4533 (607) 733-4671 Fax: (607) 733-4850 E-mail: pschweiger@nagleegroup.com Web-site: www.nagleegroup.com | 160851656 1000003341 |
| PS62161 SB | Schaap Moving Systems, Inc 6 Brown Road Albany, NY 12205 John Gebherdt VP Commercial Division Accepts Procurement Card | 1-800-422-4022 (518) 459-2220 ext 25 Fax: (518) 459-6878 E-mail: johng@schaapmoving.com Web-site: www.schaapmoving.com | 141465618 1000013797 |
| PS62162 SB | Smart Moving & Storage, Inc. 179 Saw Mill River Road Yonkers, NY 10701 John Lennon President Cash Disc.: 2% in 15 days 1% in 30 days Accepts Procurement Card | 1-800-798-6683 (914) 375-3595 Fax: (914) 375-1118 E-mail: smartmovejohn@aol.com Web-site: www.smartmoveandstorage.com | 134123422 1000001399 |

| | | | |
|---------------|--|---|-------------------------|
| PS62148 SB | The American Household Storage Company of Buffalo NY INC. 1665 Main Street Buffalo, NY 14209 Mark Hujer Chief Operating Officer Accepts Procurement Card | 1-800-678-0025 (716) 881-7000 Fax: (716) 883-0628 E-mail: markh@americanhh.com | 160331140 1000007421 |
| PS62386 | Tri State Moving Services Inc. 255 Oser Ave. Hauppauge, NY 11788 Joseph Cummings President Cash Disc.: 3% in 15 days 2% in 30 days | 1-866-753-1979 (631) 753-1979 Fax: (631) 753-3867 E-mail: jcummings@tsmove.com | 113508073 1000000759 |

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.

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.

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 |

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).

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form, visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-474-4032.

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order. Do not take any action under this contract except on the basis of purchase orders from the agency or agencies.

NOTE TO AGENCY:

Orders under this contract are to be submitted directly to the contractor.

WAGE RATES:

It is incumbent upon the contractors to pay the prevailing rate of wages as established by the New York State Department of Labor. Rates in effect at the time of the bid opening were contained in the bid documents for this contract award.

NYSPro's DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' New York State Procurement (NYSPro) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPro bid solicitations or contract awards. NYSPro encourages vendors to seek resolution of disputes through consultation with NYSPro staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPro's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

SCOPE:

The issuing agency is the New York State Office of General Services (OGS) New York State Procurement. This service Contract is a statewide Contract primarily for, but not limited to, New York State agencies. Additionally, services may be utilized by political subdivisions, school districts and others authorized by law. Accordingly, references to the State and its agencies as users under this Contract encompass and include other users such as these entities. The term of this contract is five (5) years.

NON-STATE AGENCIES PARTICIPATION IN CENTRALIZED CONTRACTS:

New York State political subdivisions and others authorized by New York State law may participate in this contract. 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 "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. 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), services to be provided may include 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 (www.ogs.ny.gov) under "Procurement Contracting Services," "Procurement Law, Guidelines and Procedures," and "Non-State Agency Legal References." 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.

Contractors are encouraged to voluntarily extend service contracts to those additional entities authorized to utilize commodity contracts under Section 163(3) (IV) of the State Finance Law, as per section 39c of Appendix B.

NEW YORK STATE PROCUREMENT CARD:

See "Procurement Card" in Appendix B, OGS General Specifications.

METHOD OF AWARD:

Award made to the five (5) lowest responsive and responsible contractors for each region if available.

METHOD OF PAYMENT:

Upon request, all eligible non-State agencies must furnish Contractor with the proper tax exemption certificates. Contractor is encouraged to voluntarily extend service Contracts to those additional entities authorized to utilize commodity contracts under Section 163(3)(iv) of the Procurement Act of 1995, as per section 39c of Appendix B.

Invoices for payment are generally submitted to the Authorized User upon completion of the project for services satisfactorily completed.

This invoice shall contain the Contract ID number (i.e.: PSXXXXX); the name of the Authorized User; the location where service was performed. Authorized User shall verify services performed prior to payment.

Payment of purchases made by Authorized Users other than State Agencies under this Contract shall be the sole responsibility of such entities and the Contractor shall bill such entities directly on vouchers authorized by the said entities.

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 shall 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.

EXTENSION OF USE:

This Contract is extended to additional States or governmental jurisdictions due 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.

CONTRACT PERIOD:

This Contract shall commence after approval by the New York State Comptroller, effective November 1, 2006 and shall be in effect for five year (5). Notwithstanding the termination of this Contract pursuant to the above stated term, the terms and conditions hereof shall be effective and binding for all Authorized User agreements entered into before the termination hereof. The Contractor is to submit a bid with Rates for the INITIAL ONE-YEAR PERIOD. Price adjustment shall be allowed on the anniversary date of this Contract in accordance with PRICE ADJUSTMENT on page 19.

SHORT TERM EXTENSION:

In the event the 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 one month upon notice to the Contractor with the same terms and conditions as the original Contract. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim.

CANCELLATION FOR CONVENIENCE:

The State of New York retains the right to cancel this Contract, in whole or in part without reason provided that the Contractor is given at least sixty (60) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the Contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 60 day discretionary cancellation or cancellation for cause by the respective user Agencies

DEFINITIONS:

"Authorized User" shall mean any department, agency, board, commission, office or institution of the State of New York and shall also include public authorities, local governments and not-for-profit organizations of the State of New York.

"Best and Final" shall be the process whereby the Authorized Users selection among multiple Contractors at the time of a move shall be based on the most practical and economical alternative and shall be in the best interests of the State. Authorized Users are encouraged to solicit competitive quotes using the Project Definition template provided from Contractors for User move requirements. Contractors shall determine their "best and final" prices based upon the Authorized User's Project Definition. The individual Projects shall be awarded to the Contractor who agrees to perform all work as outlined in the Project Definition and under the terms and conditions of this Contract specification. In no event shall the Contractor's hourly rate for the individual Project Definition exceed the prices as awarded and adjusted in accordance with the terms and conditions of this Award.

"Prevailing Wage Rate" as part of the requirements of Article 8 & 9 (Sections 230-239) of the New York State Labor Law, requires public work Contractors and sub-Contractors to pay movers, drivers, supervisors and carpenters or electricians employed in the performance of a public work contract not less than the prevailing rate of wage (the rates included in the IFB for Article 9 workers and current prevailing wage rates for Article 8 workers) and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed.

"Project Definition or Description" shall mean a specific need for the service that is detailed in writing by an issuing Authorized User and used to solicit best and final prices from Contractors under this Award. Only those Contractors awarded a contract in the particular region they were successful in, shall be eligible to bid the individual Project Definitions as defined herein. All terms and conditions of this Award shall apply to the Project Definitions unless otherwise stated in the Project Definition itself.

"Van" the word "truck" shall be interchangeable with "van" for the purposes of this Award.

"Medium Van" shall mean any van with a box length of less than 24 feet.

"Large Van" shall mean any van with a box length of 24 feet or more.

"Misc. Laborer Rate" shall be equal to the PWR Article 8 Carpenter and Electrician or equivalent

"Contract" shall mean this resulting Award.

"Intra Regional Move" shall refer to a move within a region.

"Inter Regional Move" shall refer to a move from one region to another region.

LIST OF REGIONS

Region 1

Nassau
Suffolk

10

Jefferson

Region 2

Bronx
Kings
New York
Queens
Richmond

Region 11

Onondaga
Oswego

Region 3

Orange
Putnam
Rockland
Westchester

Region 12

Cayuga
Cortland
Madison
Seneca
Tompkins
Yates

Region 4

Dutchess
Sullivan
Ulster

Region 13

Broome
Chenango

Region 5

Albany
Columbia
Greene
Rensselaer
Saratoga
Schenectady
Schoharie

Region 15

Genesee
Livingston
Monroe
Ontario
Orleans
Wayne

Region 6

Clinton
Essex
Warren
Washington

Region 16

Schuyler
Steuben

Region 7

Franklin
St. Lawrence

Region 17

Chemung

Region 8

Fulton
Hamilton
Herkimer
Lewis
Montgomery
Oneida

Region 18

Erie
Niagara
Wyoming

Region 9

Delaware
Otsego

Region 19

Allegany
Cattaraugus
Chautauqua

1. AWARDED REGIONS

| Contractor/Regions | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 |
|--|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|
| Arnoff Moving & Storage Inc. | | | | X | X | | | | | | | | | | | | | | |
| Business Relocation Services, Inc. | | X | | | | | | | | | | | | | | | | | |
| CRS Corporate Relocation Systems, Inc. | | X | X | | | | | | | | | | | | | | | | |
| Champion Moving & Storage, Inc. | | | | | X | X | X | X | X | X | X | X | X | X | X | X | X | X | X |
| Cook Moving Systems, Inc. | | | | | | | | | | | | | | | X | | | X | X |
| Delaney Moving & Storage, Inc. | | | | | | | X | X | X | X | X | X | X | | | X | X | | X |
| Liberty Moving & Storage Co, Inc. | X | X | X | | | | | | | | | | | | | | | | |
| Lincoln Moving & Storage of Buffalo, Inc. | | | | | | | | | | | | | | | | | | X | X |
| Naglee Moving & Storage, Inc. | | | | | | | | | X | | X | X | X | X | X | X | X | | |
| Schaap Moving Systems, Inc. | | | | X | X | | | | | | X | | | | | | | | |
| Smart Moving & Storage, Inc. | X | X | X | X | | | | | | | | | | | | | | | |
| The American Household Storage Co. of Buffalo NY | | | | | | | | | | | | | | | X | X | X | X | X |
| Tri-State Moving Services, Inc. | X | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |

SEE PRICING/ANCILLIARY COSTS ATTACHMENTS

SECTION II – PROCUREMENT INSTRUCTIONS

Each agency is required to complete a streamlined bid process, referred to as a “best and final” (BAFO) process, from the list of eligible contractors. The BAFO is an abbreviated bid process by which User Agencies can solicit final total pricing for their specific move based upon the competitive hourly rates in the contracts.

SUMMARY OF POLICY AND PROHIBITIONS ON PROCUREMENT LOBBYING:

Pursuant to State Finance Law §§139-j and 139-k, this **BAFO solicitation** includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer during the procurement process. An contractor is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the Governmental Entity and, if required, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this award or will be designated at the time of contract use by authorized user. Governmental Entity employees may also be required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be obtained from an authorized user or found at <http://www.ogs.ny.gov/aboutOgs/regulations/defaultProcurement.html>

CONTRACT TERMINATION:

The Governmental Entity reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

DESIGNATED CONTACTS:

Please refer to the OGS Website on [Advisory Council on Procurement Lobbying, Frequently Asked Questions](http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Frequently%20Asked%20Questions) for a definition of Designated Contacts. <http://www.ogs.ny.gov/aboutogs/regulations/advisoryCouncil/Faq.htm>

DISCRETIONARY PURCHASES:

For procurements below an Authorized User's discretionary threshold, user may negotiate directly with a contractor in accordance with the Discretionary Purchasing Guidelines dated August 2000 or OSC G-Bulletin #225 dated April 26, 2006, using the most practical and economical alternative in the best interests of the state. <http://www.ogs.ny.gov/procurecounc/pdfdoc/Discretionarypurchasingguidelines8-17.pdf>

BEST AND FINAL PROCESS: (See **Project Definition Template** on page 21)

Best and Final shall refer to the bidding of each Project Definition since it is a smaller, simpler form of bidding and does not need to duplicate this IFB Method of Award shall be stated in the BAFO and Authorized Users will award to the **Lowest responsible bidder**.

Authorized Users shall document in the Procurement Record their choice of Contractor, which shall be lowest responsible bidder. Contractors awarded contracts for the regions being bid **must** attend a site visit prior to a BAFO submittal. The time and date for this site visit shall be arranged with the Authorized User representative.

Authorized Users shall determine the locations and applicable region where services are required.

IMPORTANT:

Authorized Users shall forward **ALL** awarded Contractors in the applicable regions a copy of the Project Definition that outlines their moving requirements. Authorized Users shall determine the contract term of the project definition. The BAFO contract term shall not be greater than three years beyond the termination date of the Backdrop Contract and shall be issued for a period not to exceed five years.

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 Best and Final Offer based on lowest responsible bidder. In order to aid in this selection, Authorized Users are required to develop a Project Definition dictating specific needs and contacting only contractors awarded within the region where the work is to be accomplished.
- 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 /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.

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) _____ | _____ |

SERVICE REQUIREMENTS:

The Contractor's responsibilities shall include the following:

- A. The Contractor shall furnish adequate supervisory and labor personnel to perform all phases of the move in an orderly, timely, and efficient manner. **The supervisor shall remain on-site during the entire duration of the move and shall be answerable to the Authorized User for all facets of job progression.**
- B. The Contractor shall 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 shall be listed on a roster by name and submitted to the Authorized User's representative prior to the beginning of each move.
- E. Authorized User representatives shall 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 shall be transported in enclosed vans, labeled with the Contractor's logo. The Contractor shall provide industry standard seals to be used on each van throughout each move. Seal numbers shall 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 shall 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 shall be protected against inclement weather conditions during loading and unloading.
- I. The Contractor shall agree to establish security procedures and guidelines subject to the Authorized User's approval.
- 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 shall be final and binding upon the Contractor.
- L. The Authorized User shall 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 shall be assumed that Contractors have based their bid on the more expensive manner. Final decision shall rest with the Office of General Services.
- N. The quality of service, including Contractor records, shall 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 shall be liable to the State of New York for costs incurred on account thereof in accordance with Appendix B clause 64 - Remedies for Breach.
- O. TERMINATION - See Appendix B, number 59.

- P. The direction, selection and assignment of all service employees necessary to perform the work of this specification shall 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.
- Q. The Authorized User shall require each Contractor, at the Contractor's expense, to submit evidence that it is in compliance with all requirements of insurance.
- R. Contractor shall 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.
- S. Contractor shall 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.
- T. Compensation will not be made for any delay due to weather conditions or traffic problems.

EXECUTION OF EACH MOVE:

If required by the Authorized User, the Contractor will attend a 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 WILL 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 shall 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 shall 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 shall 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 this Contract or to take any other action deemed necessary in accordance with Appendix B, Remedies for Breach clause.

PLANNING THE MOVE:

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 move items by the Vendor or its employees shall be the responsibility of the vendor to repair or replace to the Authorized Users satisfaction.
- I. Provide that 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
- J. 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 shall leave no residue when removed.
- K. Color-code (or equal style) all floor layout plans/prints.
- L. 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.
- M. 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 shall only be done if requested by the Authorized User and shall be billed under the Mover Hourly Rate.
- N. 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 shall be allowed.
- O. 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.

INSURANCE COVERAGE:

The Contractor shall furnish, in addition to other insurance required herein to the Authorized User's relocation coordinator with satisfactory evidence of Motor Truck Cargo Insurance under an All Risk Form for not less than the value of the furniture and equipment being moved while in transit, storage or otherwise in the care, custody or control of the Contractor.

NOTE: If, during the process of the move, damage occurs as a result of the Contractor or its employees, the Authorized User has the right to withhold monies from the Contractor equivalent to the costs of the damage sustained until the site of damage is returned to its pre-move condition either by repair or replacement. Any damaged or lost items shall be at full replacement value. New York State shall not be liable for any deductible through any claim.

SECTION III - REQUIREMENTS

PROJECT DEFINITION MEETINGS:

The Contractor shall be responsible for the completion of a variety of administrative and reporting requirements, and the cost of it shall be included in the base bid price. Upon award of an Authorized User's agreement and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User representative. This meeting should include but not be limited to:

- The Contractor's submission of a schedule of work to be reviewed and approved by the Authorized User
- A review of all Authorized User facility use rules.
- An introduction for each respective Authorized User organization, chain of command, etc

Subsequent to the initial meeting, Authorized Users are strongly encouraged to meet with their awarded services Contractor periodically (if applicable) to discuss the following:

- Review job progress and quality of work.
- Identify and resolve problems, which impede planned progress.
- Coordinate the efforts of all concerned to ensure compliance with all terms and conditions of the Contract.

AUTHORIZED USER CONTRACT USER REPORT:

Contractor shall furnish a report of all services provided from the Contract following the end of each semi-annual period including the Authorizes User, location, region, contact person, dollar amount of each job and semi-annual total. The report is to be submitted to the Office of General Services, New York State Procurement, Tower Bldg., 37th floor, Empire State Plaza, Albany, NY 12242, to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the Contract Number, sales period, Contractor's name and region where service was performed. The form for such report is on page 28 of this award.

Additional related sales information and/or detailed Authorized User purchases may be required and must be supplied upon request. Failure to submit the required report may be cause for disqualification of Contractor for this contract and for future Contracts. In addition to the semi-annual reports required by the Office of General Services, the Contractor shall also provide a report to the Authorized User, upon request on a monthly basis or otherwise specified which shall be attached to the Invoice. This report shall detail all work completed for the Authorized User and shall compare scheduled work versus actual work completed.

RECORD KEEPING REQUIREMENTS:

The Authorized User utilizing the Contract shall produce and maintain the following:

The Project Definition and all responses to offers, including a detailed accounting of estimated hours for each hourly rate of mover, driver, supervisor and vehicles is required. Any memoranda of issues related to performance.

The Contractor performing the work shall produce and maintain the following:

Detailed records for each contracted job with employee names and job titles (e.g. driver, supervisor, etc.) and the **dates** and hours worked by each employee including the actual payroll records. The actual number, sizes and vehicle used and the duration of use.

NOTE:

Payroll records must list all personnel and their titles that perform any contract work, including dates and hours worked reflecting rate of pay in compliance with Department of Labor prevailing wages including supplemental benefits. Payroll records must reflect pay rates consistent with the billing rates, e.g. if employees are paid standard (straight) hourly time for work performed, an Authorized User cannot be billed at overtime rates. Contractors are also reminded of Section 10 of Appendix A, whereby all Contract records, including actual payroll records, must be kept for the balance of the calendar year and for six (6) additional years thereafter. If requested, contractor supply all record if requested by an authorized user.

NOTE: The above records may be requested at any time both during and after the move. These records must be available upon request. Failure to produce these records may result in Contract cancellation and a report forwarded to the New York State Department of Labor.

NYS DEPARTMENT OF LABOR PREVAILING WAGE RATES:

Contractors are reminded that the Department of Labor's prevailing wage rate increases during this contract period do not apply for Article 9 workers. Only the accepted bid amount plus any CPI adjustments shall be applicable during the entire contract term for Article 9. Failure to pay the prevailing wage rate associated with the subsequent contract and to provide documentation may result in Contract cancellation and investigation by New York State Department of Labor. Contractors are reminded only a CPI adjustment on the anniversary date of the Contract shall be allowed for each stated hourly rate.

If the Department of Labor's prevailing wage rate increases during this contract period for Article 8 workers, such increases shall apply and no CPI adjustments shall be applicable during the entire contract term for Article 8 wages. In other words, when DOL changes the prevailing wage rates for Article 8 workers, the new rate would immediately and automatically replace the old rate in regards to the contract awarded as a result of this IFB. No CPI increase will be allowed.

PRICE ADJUSTMENT FOR ARTICLE 9 WORKERS AND OTHER PRICE ITEMS NOT AFFECTED BY DOL PREVAILING WAGE RATES:

On each anniversary date of the awarded Contract, the Contractor or Authorized User shall receive an hourly rate change (increase or decrease) based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Click "Inflation and Consumer Spending" then click "Consumer Price Index" and then click on "Tables created by BLS" then click on "Table Containing History of CPI-U U.S. All Items Indexes and Annual Percent Changes From 1913 to Present".

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the CPI for the 3rd month prior to the month of the start date of the Contract and subtract this figure from the CPI value for the 3rd month prior to the anniversary date of the Contract. (e.g.: If the contract begins in December, use the Sept. CPI) That sum is then divided by the CPI value for the original 3rd month prior to start date and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. **This percentage of increase or decrease shall be applied automatically, effective upon issuance by the Office of General Services New York State Procurement.** The following example illustrates the computation of percent change:

| | |
|--------------------------------|-------------|
| CPI for current period | 136.0 |
| Less CPI for previous period | 129.9 |
| Equals index point change | 6.1 |
| Divided by previous period CPI | 129.9 |
| Equals | 0.047 |
| Result multiplied by 100 | 0.047 x 100 |
| Equals percent change | 4.7 |

The Contractor has the sole responsibility to quote and invoice at the adjusted rate upon release of a contract addendum from the Office of General Services. Although, price quotes in Project Definitions entered into prior to the adjustment shall remain valid until the end of the project.

ANCILLARY COST:

Within one month prior to the annual anniversary date of this contract, Contractors shall be allowed to submit to OGS NYSPRO updated price lists for all ancillary cost items. If ancillary price cost lists are not received one month prior to the anniversary date, no changes will be allowed for that year.

PERFORMANCE SURVEYS:

Contractors may be required to attach performance surveys to Authorized User invoices. The form for the Performance Survey is attached herein. Surveys completed and returned by the Authorized User to the Office of General Services, shall be used to assess and evaluate the Contractor's performance in accordance with the terms and conditions of the Contractor's award. The Authorized User and/or the Office of General Services shall address performance concerns, if any, and survey results may be considered in determining Contractor responsibility and continuation of Contractor's award.

LIQUIDATED DAMAGES:

The Authorized User Representative and Contractor shall mutually determine the scheduling for a move. The Contractor is expected to arrive no later than within one-half (1/2) hour of the predetermined time. Should the Contractor be late, the following damages shall apply and shall be deducted from the payment invoice:

- First half hour (1/2) late - \$100.00
- \$150.00 for every hour or portion thereof

If the Contractor fails to complete services in accordance with specifications or within the times specified, it is understood and the Contractor hereby agrees that the amount of the contracted value minus value of contracted services with another Contractor shall be deducted from the monies due the Contractor, not as a penalty, but as liquidated damages. However, the Contractor shall not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the Contractor (Acts of God, the public enemy, fires, floods, etc.).

CONTRACT AMENDMENT PROCESS:

During the term of the Contract, the Contract may be amended as changes occur within the industry. The Office of General Service, New York State Procurement reserves the right to consider amendments which are not specifically covered by the terms of the Contract but are judged to be in the best interest of the State. Examples of amendments may include but are not limited to new job titles under the Department of Labor Prevailing Wages, new categories of expertise, ancillary job classifications, on-going services, etc. The process by which amendments may occur is in accordance with the method outlined below. The OGS, an Authorized User, or the Contractor may suggest changes. If the Contractor offers new job titles or services, these services may be made available under this Contract and may be offered. It shall be the Contractor's responsibility to submit to the New York State Procurement, service changes for consideration for Contract amendment. These changes, if approved, shall take effect upon written notification by the Office of the General Services and may be subject to pre-audit by the Office of the State Comptroller.

Contractor submitted requests for changes to the Contract during the contract period or any extension period should include the following, as applicable.

- A cover letter briefly describing the request for addition, stating the need for such service to be added.
- If applicable, a statement from the Authorized User indicating the requirement for the addition, and the estimated usage (dollars).
- At prices deemed reasonable by OGS NYSPRO.

SECTION IV – ADDITIONAL INFORMATION – MANDATORY USE BY
AUTHORIZED USERS
<delete above >

PROJECT DEFINITION
FOR
MOVING SERVICES

UTILIZING OGS PROPOSAL NO. 19993

AT

<FACILITY NAME>

<DATE OF ISSUE>

Prepared By: <Authorized User's Name & Unit>

1. **AUTHORIZED USER'S CONTACT:**

<Name & telephone number of Authorized User's contact>

2. **PRESENT LOCATION:**

<Address of building & floor(s) where office(s) is/are located>

3. **NEW LOCATION:**

<Address of building & floor(s) where office(s) is/are moving to>

4. **DESCRIPTION OF FURNITURE AND/OR EQUIPMENT TO BE MOVED:**

<List quantity and size of furniture and/or equipment>

5. **PERTINENT DETAILS:**

<List any details that may affect the move such as expected delays, unusual circumstances (stairs/overnight storage, over-sized or over-weight items, technical problems or special equipment, rigging materials or elevator access that may be required. (Agency is urged to be as specific as possible) >

6. **KEY EVENTS/DATES:**

Events

Site Visit

Submission of Bids

Move

**FACILITY SITE VISIT
VERIFICATION FORM**

I, _____, representing
(name)

_____ by personal examination of the
(company name)

Specifications and review of the actual work to be performed at the

(Facility name and address)

on _____, at _____
(day and date) (time)

met with the facility manager or designated representative to comply with the site visit
verification requirement as stated in the Project Definition.

(company representative signature) (date)

FOR THE AUTHORIZED USER'S USE ONLY

Print Name: _____

Title: _____

Signature: _____

CONTRACT NO. _____
(To be completed by Authorized User's)

Authorized User
Address
City, State, Zip Code

BID PROPOSAL FORM

NOTE: Bid Proposal Form must be completed and signed.

_____ agrees to provide all necessary Moving Services in accordance with OGS Proposal No. 19993 for the bid price below. **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 shall require the authorization of the Office of General Service New York State Procurement or the Authorized User. Also it is ABSOLUTELY NECESSARY that every attempt be made to notify the agency representative of the problem during the actual occurrence. No charges shall 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. 19993 and resultant contract and any approved increases by New York State Procurement.

Medium loading capacity van/truck shall mean any van with a box length of less than 24 feet. Large loading capacity van/truck shall mean any van with a box length of 24 feet or more. The word "truck" shall be interchangeable with "van" for the purposes of this offering.

Contractor Name: _____

Contractors Signature: _____

1. Hourly rate for each Mover
\$ _____ X _____ Movers X _____ Hours = \$ _____

2. Hourly rate for each Driver
\$ _____ X _____ Drivers X _____ Hours = \$ _____

3. Hourly rate for each Supervisor (Mandatory to remain on-site)
\$ _____ X _____ Supervisor X _____ Hours = \$ _____

4. Hourly rate for medium capacity Truck*
\$ _____ X _____ Truck X _____ Hours = \$ _____

5. Hourly rate for large capacity Truck*
\$ _____ X _____ Truck X _____ Hours = \$ _____

***Hourly rate for items 4 and 5 should not include hourly rate for driver.**

6. Miscellaneous labor rate (for services such as removing & installing shelves, etc.)
a. Electrician \$ _____ X _____ % up charge X _____ Hours = \$ _____
b. Carpenter \$ _____ X _____ % up charge X _____ Hours = \$ _____

Overnight storage of furniture/equipment on van per night

7. Medium Truck \$ _____ X _____ Truck X _____ Nights = \$ _____
8. Large Truck \$ _____ X _____ Truck X _____ Nights = \$ _____

9. Rate charge for all ancillary costs (boxes, cartons and other miscellaneous items):

| Size/Item | Unit Cost | Number of Units | Total Cost |
|-----------|------------|-----------------|------------|
| _____ | \$ _____ X | _____ = | \$ _____ |
| _____ | \$ _____ X | _____ = | \$ _____ |
| _____ | \$ _____ X | _____ = | \$ _____ |
| _____ | \$ _____ X | _____ = | \$ _____ |
| _____ | \$ _____ X | _____ = | \$ _____ |
| _____ | \$ _____ X | _____ = | \$ _____ |
| _____ | \$ _____ X | _____ = | \$ _____ |
| _____ | \$ _____ X | _____ = | \$ _____ |

Grand Total Cost Estimate of Move Items 1-9: \$ _____

AUTHORIZED USERS CHECK OFF LIST:

Motor Truck Cargo Insurance

Site Visit Form

Cost Estimate including allowed toll charges, overtime

Detailed records for each contracted job with employee names and job titles (e.g., driver, supervisor, etc.) and

The dates and hours worked by each employee including the actual payroll records.

The actual number, sizes and vehicle used and the duration of use.

Lobbying Law forms

Appendix A

Appendix B

MacBride Principles

Prevailing Wage Rates.

Prevailing Wage Rate Schedule PRC#00590287 Dated 06/02/05

The following Rates are in effect for the life of the contract (article 9)

(Supplemental is included)

| | |
|--|-------------------------------|
| Region 1 – Nassau, Suffolk | \$11.50 |
| Region 2 – Bronx, Kings, New York, Queens, Richmond | \$31.66 driver, \$30.49 mover |
| Region 2 – Casual Rate (A)* | \$13.00 driver, \$12.00 mover |
| Region 2 – Casual Rate (B)* | \$16.96 driver, \$15.96 mover |
| Region 2 – Casual Rate (C)* | \$21.36 driver, \$20.36 mover |
| Region 3 – Orange, Putnam, Rockland, Westchester | \$11.89 |
| Region 4 – Dutchess, Sullivan, Ulster | \$11.89 |
| Region 5 – Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady | \$11.44 |
| Region 5 – Schoharie | \$9.87 |
| Region 6 – Clinton, Essex | \$11.17 |
| Region 6 – Warren, Washington | \$11.44 |
| Region 7 – Franklin, St Lawrence | \$11.17 |
| Region 8 – Fulton, Herkimer | \$9.87 |
| Region 8 – Hamilton | \$11.17 |
| Region 8 – Lewis | \$11.17 |
| Region 8 – Montgomery, Oneida | \$9.87 |
| Region 9 – Delaware, Otsego | \$10.43 |
| Region 10 – Jefferson | \$11.17 |
| Region 11 – Onondaga, Oswego | \$9.54 |
| Region 12 – Cayuga, Cortland | \$9.54 |

| | |
|--|---------|
| Region 12 – Madison | \$9.87 |
| Region 12 – Seneca, Yates | \$12.04 |
| Region 12 – Tompkins | \$10.43 |
| Region 13 – Broome, Chenango | \$10.43 |
| Region 14 – Tioga | \$10.43 |
| Region 15 – Genesee, Livingston, Monroe, Ontario, Orleans, Wayne | \$12.04 |
| Region 16 – Schuyler, Steuben | \$10.43 |
| Region 17 – Chemung | \$10.43 |
| Region 18 – Erie, Niagara | \$11.03 |
| Region 18 - Wyoming | \$12.04 |
| Region 19 – Allegany, Cattaraugus, Chautauqua | \$11.03 |

* Casual (A) workers shall include only those workers who have been paid less than 800 hours during the calendar year. Casual (A) workers do not receive paid vacations or paid holidays. These rates apply only in Region 2 – Bronx, Kings, New York, Queens and Richmond counties.

* Casual (B) workers shall include only those workers who have been paid more than 800 hours in the prior calendar year. Casual (B) workers do not receive paid vacations or paid holidays. These rates apply only in Region 2 – Bronx, Kings, New York, Queens and Richmond counties.

* Casual (C) workers shall include only those workers who have been paid more than 800 hours in each of the two prior calendar years. Casual (B) workers do not receive paid vacations or paid holidays. These rates apply only in Region 2 – Bronx, Kings, New York, Queens and Richmond counties.

Note: All appendices in original IFB and resulting Contract are applicable to this request These include Appendix A, Appendix B, Insurance Requirements, M/WMBE goals, MacBride Principles and Prevailing Wage Rates.

End of Sample Project Definition

NEW YORK STATE OFFICE OF GENERAL SERVICES
NEW YORK STATE PROCUREMENT

SEMI-ANNUAL REPORT FOR THE PERIOD: ___/___/___ - ___/___/___
AUTHORIZED USER CONTRACT USAGE

| Contractor Name and Address | | Date Submitted ___/___/___ | | |
|-----------------------------|--|-------------------------------|--|-------------------------------|
| Federal I.D. No. | | Proposal No. 19993 | | |
| LIST USER AGENCIES | LOCATION(s) OF SERVICE FROM (Address, floor, office, etc.) | TO | AUTHORIZED USER CONTACT PERSON AND PHONE | DOLLAR VALUE (PER MOVE) |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | Total Sales* | \$ |

Performance Survey Non-Technology Services

TO OGS CUSTOMERS:

The Office of General Services, Procurement (NYSPro) wishes to solicit input from customers regarding their satisfaction with service Contractor performance. Please take a moment to complete this survey reporting on Contractor's performance with regard to OGS/NYSPro service contracts. Copy this form as needed and forward to the OGS-New York State Procurement. Please feel free to offer additional comments below, particularly with respect to contract improvement opportunities and Contractor performance.

Contract Name: _____ Contract Number: _____

Contractor: _____

CONTRACTOR PERFORMANCE

| | <u>Excellent</u> | <u>Good</u> | <u>Acceptable</u> | <u>Unacceptable</u> |
|--|------------------|-------------|-------------------|---------------------|
| •Conformance to service requirements of contract | | | | |
| •Timeliness of service | | | | |
| •Customer service and support | | | | |
| •Timely complaint resolution | | | | |
| • Professionalism of staff | | | | |
| • Services provided met customer needs | | | | |
| •Overall Contractor performance | | | | |

BILLING

| | <u>Excellent</u> | <u>Good</u> | <u>Acceptable</u> | <u>Unacceptable</u> |
|---|------------------|-------------|-------------------|---------------------|
| •Ability to verify invoices against contract prices | | | | |

CONTRACT SUITABILITY

| | <u>Excellent</u> | <u>Good</u> | <u>Acceptable</u> | <u>Unacceptable</u> |
|--|------------------|-------------|-------------------|---------------------|
| •Ease of understanding the contract | | | | |
| •Overall satisfaction with the contract requirements | | | | |

| | <u>Yes</u> | <u>No</u> | <u>Undecided</u> |
|---|------------|-----------|------------------|
| Would you use this Contractor again? If "No" please explain below. | | | |

Comments: _____

Agency: _____ Prepared by: _____

Phone: _____ E- mail: _____

PLEASE RETURN COMPLETED SURVEY TO:

OGS PROCUREMENT NYSPro
Customer Services
Corning 2nd Tower, 38th floor
Empire State Plaza
Albany, New York 12242
Telephone No. (518) 474-6717
Fax (518) 474-2437