



To: School Business Officials  
Facilities Directors  
Buildings & Grounds Directors

From: WFL BOCES Purchasing Dept.

Date: May 7, 2019

Re: WFL 2019-60R Cooperative Moving Services Bid

The Wayne-Finger Lakes BOCES Cooperative Bid Committee has reviewed and awarded the Moving Services bid to **NE Enterprises LLC, dba Lake Country Moving & Storage of Waterloo, NY** who met all the terms of the specifications and offered the net lowest cost to the participants. Vendor Contact information:

**NE Enterprises LLC, dba Lake Country Moving & Storage Services**  
Scott Buisch, President/Owner  
2915 Route 96 South  
Waterloo, NY 13165  
Phone: (315) 539-2806; Fax: (315) 539-3427  
Email: lakecountryms@hotmail.com

Reference bid number **WFL 2019-60R** and your PRC number (located on the upper left-hand side of your Prevailing Wage Schedule – attached) on all Purchase Orders. This bid is in effect until April 30, 2020.

This bid was designed to award to a Prime and a Second vendor. *This particular bid was only awarded to a Prime Vendor due to no other bids were received.* Anywhere in the body of the information below (or attached document) where it refers to a Second Vendor does not pertain to this bid. Therefore, in the sections noted as “Second Vendor”, district will go off contract for this project only.

## General Conditions Highlights

### SERVICE REQUIREMENTS:

Moving Services Contractor shall **furnish all labor, supervision, tools/equipment, vehicles/transportation and insurance necessary to complete a variety of moving assignments as required by the Participants’ Main Contact for this contract or his Designee.**

The Moving Services Contractor shall be able to **respond to requests for job estimates within two (2) working days upon notification.** The time used for inspecting and developing estimates are at the Contractor’s expense. The Contractor shall provide “not to exceed” written estimates for each work project prior to commencement of any work. Estimate shall include:

- Total cost (Labor)
- Breakdown of cost (Labor-number of men, number of hours)
- Special equipment needs
- Other special conditions
- Specify what work to be done
- Number of days to complete the work and the number of days needed to start the job after receiving authorization from Participant(s).

Note: any specialized equipment which is rented by the Contractor for use on a project and is intended to be billed as a direct charge shall be identified on the initial Short Term Contract/Quotation Form and shall be charged to the Participant(s) at the actual cost to the General Contractor plus the percent mark-up over the Contractor's cost as per the proposal page.

All work shall conform to Federal, State, County and local codes, rules and regulations. The Contractor shall be responsible for obtaining all necessary permits before any work is started.

Workers shall wear proper attire for the work being performed, including appropriate personal protective and safety equipment, provided by the Contractor at their own expense.

All services shall meet with the approval of the authorized Participants' representative. Should any work be performed without authorization, payment shall not be made. **Upon award, the Contractor shall be supplied a list of authorized Participant representatives.**

All work shall be performed in a safe manner with the approval of OSHA and PESH and Participants safety requirements.

#### **TRAVEL TIME:**

All labor shall be billed from the time bidder's employee arrives at; to the time he departs from the Participant's job site. Participants will not accept nor authorize payment for travel time or expenses of service personnel to any of the locations. The only billable time will be for service work performed.

**Invoice** – The vendor shall as a minimum provide the following information on all invoices:

- Purchase Order Number
- Date work performed
- Details of work performed in accordance with bid. All labor and material shall be invoiced and paid, as bid on the proposal pages.
- Certified Payroll documents – as per New York State Department of Labor. Certified Payrolls must be included or invoice will not be processed for payment.

Any equipment which is rented by the Contractor for use on a project and is intended to be billed as a direct charge shall be identified on the initial "not to exceed cost estimate" and shall be charged to Participant at actual cost to the Contractor plus the percent markup over the Contractor's cost as per the proposal page.

**Contract Process** - Once all the awards are made, the Participant(s) will contact the Prime vendor when a project comes up. The two parties will meet, discuss the project and establish all of the necessary criteria. The Participant(s) will then supply the vendor with a "Short Term Contract/Quote Form" (sample copy enclosed) detailing the projects requirements, start and end date as well as any other pertinent information. The vendor will insert a totally inclusive price for the project in the appropriate place, include or attach a breakdown separating labor and materials, then sign and return the form to the Participant(s) within two (2) working days. If the Participant(s) feels the quote is in line with its estimate, they will issue a purchase order to the vendor. The vendor should use the purchase order as a notice to proceed.

Should the Participant(s) deem the quote to be in excess of what the Participant(s) is unwilling to pay for that particular project, the Participant(s) reserves the right to reject the quote and go Second Vendor and request a quote for the same project scope & time frame.

Or if the Prime vendor does not return the Short Term Contract/Quote Form within the timeframe required, or is not available when contacted to perform work during the required time-frame provided, the Participants reserve the right to go to the Second Vendor for that particular project only.

If the Prime and the Second do not return the Short Term Contract/Quote Form within the timeframe required, not available when contacted to perform work, or quotes are in excess of what the Participant(s) is willing to pay for the particular Project, the Participants reserve the right to go outside the contract for that particular project only.

The Participant(s) will always give the Prime vendor the opportunity to perform the service, unless a pattern of non-responsiveness is shown, at which time the vendor's contract may be terminated and the Second vendor shall become the Prime.

**Note: No work is to proceed or materials ordered until such time as a purchase order is received by the vendor for each specific project.**

**Changes** - If changes in the work are required, they will be directed in writing by field order. In the event a change requires adjustment in costs, the following methods may be used:

- a. Agreed upon lump sum
- b. Verified cost for time and materials, plus a mark-up of 10% overhead and 10% profit.
- c. Processed with work and review at later date
- d. In no event may the Contractor stop the work due to an inability to arrive at an agreed upon method of billing, but must proceed "under protest".

For more in depth information regarding this bid see attachment which includes information directly for this bid.

If you have any questions or comments, please contact me at (315) 332-7458.

Enclosures