

**CITY OF NEW YORK
DEPARTMENT OF RECORDS & INFORMATION SERVICES
TRANSPORTATION SERVICES AGREEMENT**

This AGREEMENT, made and entered into this _____ day of _____, 2023 by and between State to State Van Lines d.b.a. Basic Moving (“Contractor” or “Vendor”) and City of New York (the “City”) acting through its Department of Records & Information Services (the “Department” or “DORIS”), with offices located at 31 Chambers Street, New York, New York 10007 (Client) and collectively as “Parties.”

WITNESSETH:

WHEREAS, DORIS preserves the City’s historical records and is in possession of warehouse space at located 111 White Street in New York, New York which DORIS currently uses to store archival records.

WHEREAS, DORIS is in possession of approximately 5,000 bankers boxes of archival materials and records located at 111 White Street in New York, New York that must be moved to a new location at another DORIS’ warehouse in Industry City, Brooklyn for permanent storage.

WHEREAS, the move must be completed so that DORIS can vacate 111 White Street in New York, New York as soon after June 30, 2023 as possible but no later than July 30, 2023.

WHEREAS, DORIS and State by State Van Lines hereto agree as follows:

ARTICLE 1: TERM, TERMINATION, AND MODIFICATION OF AGREEMENT

1. Term. The term of this Agreement shall begin on the Date of approval at the scheduled public hearing on June 16, 2023, at 11:00 a.m. through June 30, 2023 (“Term”), unless otherwise amended or terminated early by DORIS as set forth below in Articles 1, 3, and 6.
2. Termination. This agreement will terminate at the end of the 2023 Fiscal Year- June 30, 2023. However, the Department may terminate this Agreement in writing with three (3) days’ notice at any time throughout the Term. If and when Basic Moving receives written notification from DORIS that there is no longer a need for Basic Moving’s services, then such written notice shall provide at least three (3) days’ notice to Basic Moving to cease work and provide DORIS with a final invoice for services performed to that point. Upon payment of the final invoice, this Agreement shall terminate.
3. Modification. This agreement may only be modified through the mutual, written consent of both parties.

ARTICLE 2: SCOPE OF SERVICES

DORIS is moving archival records currently stored in 111 White Street in New York, New York, to its warehouse in Industry City Brooklyn for permanent storage. The total quantity is approximately 5,000 Bankers Boxes located on shelving, pallets, and slimlines.

1. **Services Required:** The contractor shall provide services including: Relocating all (approximately 5,000) boxes on shelving units, pallets, and slimlines at 111 White Street in New York, New York, to Industry City, Brooklyn, barcoding for approximately 4,200 boxes (using barcodes supplied by DORIS), and inventorying (using the inventory template attached to Exhibit A). Each box is currently labelled with handwritten information. The contractor will be expected to transcribe the record series number and box number on each barcoded box. Contractor's staff will be expected to scan the barcode label and Industry City shelf location label on each box. Approximately 800 boxes need to be palletized but NOT barcoded, inventoried, or shelved. These approximate 800 boxes must be palletized, wrapped, and relocated to Industry City Brooklyn and will remain on pallets. Approximately 80 palletized boxes currently stored at the DORIS warehouse in Industry City, Brooklyn, section 6A need to be barcoded and shelved. Basic Moving will properly secure and cover all goods being transported from any weather, road, or other hazardous conditions during contract. Basic Moving will be responsible for all fuel and maintenance of vehicles deployed for above transportation. Basic Moving will be responsible for supplying their own equipment including laptops, bar code scanners, MS Excel Software.
2. **Overnight Security:** If Contractor is able to move boxes out of 111 White Street but unable to complete relocation to the Industry City warehouse on the same day, then Basic Moving may store DORIS' records on their vehicles overnight provided that the boxes are secured with tamper proof material up to industry standard and the trucks are located in Basic Moving's secure parking garage.
3. **Supervision:** The Contractor shall provide a supervisor to oversee coordination of this scope of services. Upon receipt of a Notice to Commence Work, the Contractor shall provide DORIS with contact information for the supervisor. DORIS shall be notified of any changes in supervisory personnel. Contractor staff do not have authorization to view the content of the boxes and the contractor's supervisors should be onsite at all times to ensure security, quality transcription, and efficient workflows. DORIS will coordinate with contractor supervision as needed at pickup and delivery sites.
4. **Contractor information:** Basic Moving shall provide a list of all employees, contractors, and or sub-contractors who will work on this project including their full names and a copy of their driver's licenses or state issued identification. Basic Moving will ensure

that all drivers have a valid current license appropriate to operate the delivery vehicle; at least one-year driving experience; no more than one moving violation; and no convictions for driving while intoxicated or impaired within 24 months of hire. The contractor shall maintain a current NY State Dept. of Motor Vehicles (DMV) report as proof of driving record.

5. Insurance and Compensation: Basic Moving will maintain insurance of all vehicles being deployed under this contract and upon request will furnish proof of such insurance to DORIS. Basic Moving, at its sole cost and expense, must maintain the insurance coverage in the minimum limits detailed in this solicitation. The contractor will maintain Commercial General Liability insurance, written on an “occurrence” basis and not a “Claims made” basis, protecting against all liability for bodily injury, death, personal injury and property damage, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for any policy year, and designating itself as “named insured” and the City of New York, including its officials and employees, as “additional insured.” Basic Moving will maintain automobile insurance that shall insure against (i) bodily injury liability, (ii) uninsured motorists coverage, (iii) medical payments, no-fault or personal injury protection coverage, (iv) property damage liability with limits as reasonably designated by the City from time to time but in any event with limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence with respect to personal and bodily injury, death and property damage and which shall designate the City as additional insured and loss payee.

6. Access: DORIS will ensure contractor access to pickup and delivery sites on mutually agreeable days and hours to be arranged by the parties in conjunction with 111 White Street Security. DORIS will make its best efforts to secure parking permits for the contractor’s vehicles and understands that additional charges may be incurred if parking permits cannot be secured.

ARTICLE 3: PRICING AND PAYMENT

1. DORIS’ payment is Not to exceed \$190,000 for this project to move boxes out of 111 White Street New York, New York. Any additional costs must be pre-approved by DORIS in writing. Any material reduction in services shall result in a corresponding reduction in price and the amount invoiced.

2. Payment; invoices. Using a format acceptable to the City, the Contractor shall submit to DORIS, on a weekly basis, an itemized invoice for completed services, detailing charges at the unit price. All payments shall be made in accordance with the prompt payment policies as stated in Section 4-06 of the New York City Procurement Policy Board Rules for the services set forth in this Agreement.

3. Basic Moving shall deliver the invoice, in person, mail, or email (with PDF attachment) to DORIS, Attention: Procurement Officer, 31 Chambers Street, Room 304, New York,

NY 10007. Unless otherwise specified by DORIS, invoice inquiries should be sent to DProcurement@records.nyc.gov or faxed to (212) 788-8623.

4. In accordance with New York City Administrative Code Section 6-107.1, the Contractor agrees to accept payments under this Agreement from the City by electronic funds transfer. An electronic funds transfer is any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument or computer or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Before the first payment made under this Agreement, Contractor shall designate one financial institution or other authorized payment agent and shall complete the "EFT Vendor Payment Enrollment Form" available from the Agency or at <http://www.nyc.gov/dof> in order to provide the commissioner of the Department of Finance with information necessary for Contractor to receive electronic funds transfer payments through the designated financial institution or authorized payment agent. The crediting of the amount of a payment to the appropriate account on the books of a financial institution or other authorized payment agent designated by Contractor shall constitute full satisfaction by the City for the amount of the payment under this Agreement. The account information supplied by Contractor to facilitate the electronic funds transfer shall remain confidential to the fullest extent provided by Law.
5. Following the submission and approval of a detailed invoice in a format acceptable to the City, Payment shall be made in weekly progress payments for trucks, labor, tolls and material which have been incorporated into the work; progress payments to Contractor shall be made for work performed by Contractor on a weekly basis, as allowed by City contractor payment rules.
6. **INVOICE DISPUTES:** In the event that DORIS or the City in good faith disputes an invoice submitted by Contractor, DORIS or the City may withhold payment of any amount subject to the dispute; provided, however, that (a) DORIS and the City will continue to pay all undisputed amounts in accordance with the terms hereof and (b) DORIS will notify Contractor, in writing, of any disputed amounts and the reason for any dispute by the due date for payment of the invoice containing any disputed amounts. In the event of a dispute regarding the amount of any invoice, or portion thereof, the parties will use all reasonable efforts to resolve such dispute within thirty (30) days after DORIS or the City delivers written notification of such dispute to Contractor. Each party will provide full supporting documentation concerning any disputed amount or invoice within thirty (30) days after DORIS or the City delivers written notification of the dispute. Unpaid fees that are under good faith dispute will not be considered a basis for default hereunder. To the extent that a dispute regarding the amount of any invoice cannot be resolved pursuant to this Section, the dispute shall be finally resolved in accordance with the provisions of Section 12.03 of the New York

City General Contract Provisions and Section 4-09 of the New York City Procurement Policy Board Rules.

ARTICLE 4: QUALITY ASSURANCE

1. Contractor will provide Quality Assurance as follows: Each barcoded box must have complete metadata including: a record series number, a box number, a barcode number, and an industry city location barcode number. Basic Moving will be responsible for conducting Quality Control on data, which will be tracked on spreadsheets. Basic Moving must provide DORIS with one consolidated spreadsheet at the completion of the project with all appropriate data.

ARTICLE 5: CONFLICTS AND ORDER OF PRECEDENCE OF TERMS OF AGREEMENT

1. During the term of this Agreement, conflicts between the various documents shall be resolved in the following order of precedence: 1. This Agreement, 2. any attached Exhibits or addendums, 3. the vendor solicitation and scope of work documentation.
2. In the event of any dispute relating to the actions, omissions, or statements pertaining to this agreement, the Parties consent to personal jurisdiction in New York, New York.

ARTICLE 6: NOTICE

1. Any notices required under this Agreement, directions, or other communications between the Parties shall be delivered to the below points of contact, in writing, via e-mail, read receipt requested, during regular business days and business hours:

If to DORIS:

Naomi Pacheco
31 Chambers Street, Room 304
New York, NY 10007
Phone: 212-788-8622
Email: napacheco@records.nyc.gov

If to Basic Moving:

Helen Kogan
President/CFO
Basic Moving
Wheaton World Wide
Ph: (718) 369-4207
Cell: (917) 340-8485
Email: Helen@Basicmoving.com

ARTICLE 7: ENTIRE UNDERSTANDING OF THE PARTIES

- 1. Entire Agreement.** This Agreement, including the appendices and exhibits attached hereto, constitutes the entire Agreement of the Parties with respect to the subject matter of this Agreement. If any provision of this Agreement is found invalid or unenforceable, the remainder of the Agreement will still be valid and enforceable to the fullest extent permitted by law. Contractor, its subcontractors, suppliers and/or materialmen are bound by the prime contract and any contract documents incorporated therein insofar as they relate in any way, directly or indirectly, to the work covered by this Agreement.
- 2. Counterparts and Electronic Signatures.** This Agreement may be signed in multiple counterparts with the same effect as if the Parties had signed the same document. The counterparts of this Agreement may be signed and delivered electronically (including by email or “PDF”). All signatures so obtained and transmitted shall be deemed to be original signatures for all purposes under this Agreement.
- 3. Effectiveness; Date.** This Agreement will become effective when all Parties have signed it (the “Effective Date”). The date of this Agreement will be the date this Agreement is signed by the last Party to sign it (as indicated by the date associated with that Party’s signature).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

State to State Van Lines
dba Basic Moving

Contracting Company

Signature: _____

Signature: _____

By: _____

By: _____

Title: President_____

Title: _____

Date: _____

Date: _____

END OF DOCUMENT