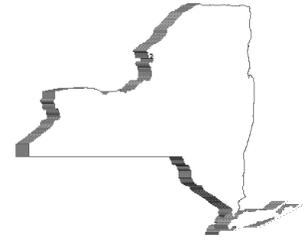




STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242



ADDENDUM NO. 4 TO PROJECT NO. 42728

**ELEVATOR, CONSTRUCTION AND ELECTRICAL WORK
UPGRADE ELEVATORS
CORNING TOWER
EMPIRE STATE PLAZA
ALBANY, NEW YORK**

January 8, 2014

NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual.
Acknowledge receipt of this Addendum in the space provided on the Bid Form.

SPECIFICATIONS

BIDDING REQUIREMENTS (U CONTRACT)

1. Document 002214 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS – TOTAL BID:
Discard the Section bound in the Project Manual and substitute the accompanying Section (page 002214-1) noted “Revised 1/7/2014”.
2. Document 004166 BID FORM: Discard the Bid Form bound in the Project Manual and use the accompanying Bid Form (pages 004166 thru 004166-3) noted “Revised 1/7/2014”.

CONTRACTING REQUIREMENTS (U CONTRACT)

3. Document 008091 ELEVATOR WARRANTY/MAINTENANCE AND REPAIR SERVICES AGREEMENT: Discard the Section bound in the Project Manual and use the accompanying Section (pages 008091-1 thru 008091-52) noted “Revised 1/7/2014”.

END OF ADDENDUM

James Dirolf, P.E.
Director of Design

DOCUMENT 002214

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - TOTAL BID

This Supplement modifies the Instructions to Bidders.

4. PREPARATION OF BIDS

Add the following:

4.1.1 On the Bid Form, Item 1 is the price to perform the work required in accordance with the contract documents and will be the amount of a contract between the Office of General Services Design & Construction Group, acting through OGS, and the bidder. Items 2, 3, 4, 5 and 6 are the prices for the work described in the Warranty/Maintenance Services and Repair Agreement section 008091, and the documents referenced in these warranty instruments and will be the basis of the amount of a contract between the Office of General Services Real Property Management and Development Group and the bidder.

4.1.2 The Contract for Item 1 includes all Contract Documents except for the work described in the Warranty/Maintenance Services and Repair Agreement section 008091 and the documents referenced in these warranty instruments. The Contract for Items 2, 3, 4, 5 and 6 includes the Warranty/Maintenance Services and Repair Agreement section 008091, and the documents referenced in these warranty instruments.

13. AWARD OF CONTRACT

Change 13.1 to Read:

13.1 The Contracts may be awarded to the bidder submitting the lowest responsible, reliable Total Bid as will best promote the public interest. The State will reject as incomplete any bid which does not include a price for each item.

The Total Bid will be determined using the following formula:

(Item 1 price) + (Item 2 price) + (Item 3 price) + (Item 4 price) + (Item 5 price) + (Item 6 price) = Total Bid (Item 7)

Change 13.2 to Read:

13.2 If alternates are included in the bidding documents, the state reserves the right to accept or reject any or all alternates.

END OF DOCUMENT

DETACH AND USE THIS FORM

BID FORM FOR: 42728-U

**ELEVATOR WORK
UPGRADE ELEVATORS
CORNING TOWER
EMPIRE STATE PLAZA
ALBANY, NEW YORK**

State of New York
Office of General Services
Design and Construction Group
Division of Contract Administration
35th Floor, Corning Tower
The Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12242

THIS IS A 3 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.

THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) IN THE AMOUNT STATED IN THE ADVERTISEMENT FOR BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goal for Minority and Women-Owned Business Enterprise participation set forth in the Supplementary Conditions.

The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall become the property of the State if this bid is accepted by the State and he/she does not submit executed copies of the Agreement within 10 days of receipt of a written request. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(4) This contract shall not cause or result in a violation of Section 73(4) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall sell any goods or services having a value in excess of twenty-five dollars to any state agency unless pursuant to an award or contract let after public notice and competitive bidding."

(5) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties."

(6) The bidder recognizes New York State Finance Law §139-j and §139-k and understands and agrees to comply with all of its requirements and procedures.

(7) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

(8) Will New York State Businesses be used in the performance of this contract? _____ (refer to Document 007324)
Yes No

f) - Multiply Total Billable Hourly Mechanic/Helper Team Rate \$ _____ Per Hour (e, above) times an Estimated 480 hours per year to determine Item 5 Annual Lump Sum Amount.

Item 5 Amount (Annual Lump Sum \$ _____ x 5 Years) \$ _____ .00

Item 6 Estimated annual parts and materials cost associated with parts and materials for repairs not covered by the Service Agreement (including Corrective Maintenance items costing more than \$2,500.00), including specified markup of twenty percent (20%).

Item 6 Amount (Annual Lump Sum \$14,400.00 X 5 Years) \$ 72,000.00

Item 7 Total Bid Amount (Sum of Items 1, 2, 3, 4, 5 & 6) \$ _____ .00

The term of the Service Agreement will extend until the later of five (5) years after the original commencement date or one (1) year after acceptance of all new elevators. For contractual purposes, maintenance rates for the third year following acceptance of all new elevators and after will be increased or decreased according to the methodology put forth in Section 008091.

With respect to repairs for which the contractor is not obligated under the Service Agreement provisions, OGS will compensate for labor in accordance with the labor rates put forth in Item 5 above and for any parts/materials in accordance with Section 008091. Since hourly rates for labor are bid as a percentage above prevailing wage rates, such rates will change with fluctuations in the prevailing wage rates.

The selected low bidder will enter into a contract with the Office of General Services Design and Construction Group for Item 1, and the selected low bidder will enter into a contract with Office of General Services, Real Property Management and Development for Items 2, 3, 4, 5 and 6. All contracts will be mailed to the successful contractor simultaneously and the successful contractor's execution of all contracts which collectively cover all of Items 1, 2, 3, 4, 5 and 6 shall be a condition precedent to the State's contract award for any item.

Note: Bid submitted must include a value for each Item amount listed on the Bid Form. Failure to do so will result in the rejection of the Bid.

SIGN BID HERE _____
Authorized Signature

PRINT NAME _____

TITLE _____

OFFICIAL
COMPANY NAME _____

MAILING ADDRESS _____
Street

_____ City State Zip Code

Telephone No. _____ Fax No. _____
Area Code Area Code

STATE OF NEW YORK
OFFICE OF GENERAL SERVICES

ELEVATOR

WARRANTY/PREVENTIVE AND CORRECTIVE MAINTENANCE AND REPAIR SERVICES
AGREEMENT

FOR

CORNING TOWER BUILDING

EMPIRE STATE PLAZA,

ALBANY, NEW YORK

WITH

THIS AGREEMENT, made on the _____ day of _____, 201____, by and between the People of the State of New York, acting by and through the People of the State of New York, acting by and through the Commissioner of General Services, RoAnn Destito, (hereinafter “OGS” or “Commissioner”), with an office on the 41st Floor, Mayor Erastus Corning II Tower, Empire State Plaza, Albany, New York 12242 and _____, a corporation authorized to do business in New York State, with an office at _____ (hereinafter “_____” or “Contractor”).

WITNESSETH:

WHEREAS, OGS operates a facility known as the _____, _____, NY _____ (hereinafter “Facility”), which contains certain equipment in need of warranty maintenance and repair services, and

WHEREAS, OGS has the statutory authority to provide funding for this contract as provided herein, and

WHEREAS, OGS solicited bids for the rehabilitation of, and the provision of warranty/preventive and corrective maintenance and repair services for, the elevator numbers ___ through ___ at the Facility under Project No. _____, and

WHEREAS, _____, submitted the lowest bid for the provision of all work and is entering into a separate agreement for the rehabilitation work, and

WHEREAS, CONTRACTOR is qualified to warrant, maintain and repair the elevator equipment at the FACILITY, and is able to provide ongoing warranty/maintenance and repair service to ensure the proper functioning of such Equipment,

NOW THEREFORE, in consideration of the mutual undertakings and covenants herein contained, the parties agree as follows:

1. CONTRACTOR will provide full warranty maintenance and preventive and corrective maintenance service for the Equipment, including but not limited to, the furnishing of all material, labor, supervision, tools, supplies, and other expenses necessary to provide full warranty and preventive and corrective maintenance services in accordance with the provisions of Section 7 hereof, including inspections, adjustments, tests and replacement of parts as herein specified for all equipment covered under this CONTRACT, as well as provide repairs outside of the full warranty/ preventive and corrective maintenance services on a Time and Materials basis, for the interim warranty and maintenance services provided for hereunder commencing approximately twelve (12) weeks after approval of the contract by the State Comptroller and ending with the installation and acceptance of all new elevators and then, thereafter, an additional period which shall extend until the later of five (5) years after the original commencement date or one (1) year after acceptance of all new elevators, for all standard and extended warranty and preventive and corrective maintenance services provided for hereunder, unless sooner terminated as provided herein. Full warranty/ preventive and corrective maintenance service includes all components of service, including call back service on an as needed basis during the period of the contract, systematic examinations, adjustments, lubrication, repair and replacement of the systems component parts. This includes all components and accessories not specified but essential for the proper operation and functioning of the complete system.
2. The warranty preventive and corrective /maintenance services provided for hereunder shall be performed in accordance with all applicable terms and conditions of OGS' Statewide Elevator Escalator and Dumbwaiter Maintenance Contract (Group 71004; Award 21340) (hereinafter the "Statewide Contract"), which

applicable terms and conditions are attached as Appendix B hereto and hereby incorporated by reference and made a part hereof, as fully as if set forth at length herein. All applicable terms and conditions found in Appendix B hereto shall be effective for this Agreement, except as supplemented or amended by the terms and conditions hereof. Any references in Appendix B to “Authorized User” or “User Agency” shall be deemed to refer to OGS. References in Appendix B to “Agency Project Definition or Description” or “Mini-Bid” shall be deemed to refer to this Agreement. References herein or in Appendix B hereto to “Agency Representative” shall be deemed to refer to the individual designated by OGS as its primary contact for this Agreement. Whenever the term “ANSI” is used herein or in Appendix B hereto, it shall be understood to mean the most current American National Standards Institute. Whenever the term “ASME” is used herein or in Appendix B hereto, it shall be understood to mean the most current version of the American Society of Mechanical Engineers provision that is cited.

3. **Specific Requirements**

a) **Fire Service Phase 1 & Phase 2 Testing**

The Contractor is required to perform the monthly “manual Test” of phase one and phase two as required by ASME 17.1. The results shall be submitted along with the Maintenance Control Plan reports.

b) **Building Logs**

The Contractor’s elevator mechanics, helpers and their associated personnel shall sign the building logs in accordance with OGS’s established procedures and guidelines. Failure to sign in/out, whether intentional or not, may be understood to mean that services were not performed.

c) **Maintenance Control Program (MCP)**

Within fourteen (14) days upon commencement of this Agreement, the Contractor must submit, and have approved by the State, a Maintenance Control Program (MCP) prepared in accordance with current industry standards, which includes monthly reporting to the State. The MCP shall be tailored to represent work required for each elevator before and after rehabilitation.

The approved MCP shall include but not be limited to the following;

1. The Contractor’s approved MCP must include the number of preventative maintenance hours per month for each elevator.

2. The MCP must reflect the 12-month contract year cycle, beginning upon contract award.
3. The MCP must articulate all required work in accordance with the manufacturer's recommendations and applicable ASME Standards in such a format that the Agency Representative and/or any lay person (a non-elevator expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

Contractor shall maintain the following documentation and records and shall be available on-site:

1. Wiring diagrams.
2. Code identified written and unique procedures.
3. Code identified checkout procedures.
4. Emergency elevator evacuation procedure.
5. Equipment cleaning procedures shall be posted in the elevator machine room protected by a transparent enclosure.
6. MCP records.
7. Corrective maintenance records.
8. Parts and equipment replacement records.
9. Oil usage records
10. Periodic Tests records
11. Replacement criteria compliance records in accordance with ASME A17.1
12. Call Backs records

d) On-Site Elevator Mechanic

1) The Facility's hours of operation are Monday through Friday (New York State legal holidays when the building is closed, excepted). The Contractor is required, at least initially, to provide on-site dedicated, full time continuous mechanic coverage to perform preventative maintenance and minor repairs between the hours of 6:00 a.m. and 6:00 p.m. Monday through Friday, except holidays (sixty (60) man-hours per week). Based upon Contractor's OGS approved MCP, and as rehabilitated elevators are turned back over to the state, the required weekly man-hours may be less than sixty (60). If the Contractor's MCP indicates less than 60 man- hours per week is required to properly maintain all elevators, the State may elect to reduce the sixty (60) man-hour requirement and thereby

reduce the Contractor's fee accordingly per the Contractor's hourly rate bid. The State also reserves the ability to modify Contractor's on-site mechanic shift coverage times.

2) The on-site mechanic(s) shall not be part of the modification or major service repair team.

e) Scheduled ASME Inspections and Tests

Contractor shall perform periodic inspections and tests of the elevators, as required by ASME A17.1 (current adopted edition) and such inspections/tests shall be witnessed by State approved Qualified Elevator Inspectors (QEI). The Facility Manager or his/her designee shall request the Contractor, ten (10) business days prior to the scheduled date, to provide skilled and competent mechanics to perform the tests and inspections to be witnessed by the QEI. The periodic tests shall be conducted during normal facility operating hours which will be generally between 7:00 a.m. and 5:00 p.m., Monday through Friday. The QEI is to determine if the mechanics provided by the Contractor are competent to perform the job. If the QEI determines that the mechanics are not competent to do the job, then the Facility Manager will be contacted to request the Contractor to change the staff. Any delay of more than one-half (1/2) hour during testing, requires the Contractor to immediately contact the Facility Manager, failure to do so will result in the Contractor being responsible for their employees use of time, and the costs of the QEI. Otherwise, the Qualified Elevator Inspector services shall be paid for by the State. The Facility Manager shall schedule the test and inspections based on the date the last test and inspection was performed in each of the items of equipment. Contractor's maintenance bid price shall include inspection and testing services identified herein.

f) Liquidated Damages for Failure in Performing Required Scheduled ASME Inspections and Tests

If the Contractor fails to timely perform the scheduled tests and inspections after having received the above specified ten (10) business day notification, except for causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.), the Agency Representative will notify the Contractor in writing (which can be by email) and the Contractor shall be liable for the payment of liquidated damages to the State. The liquidated damages shall be equal to two (2) times the Daily Rate for each effected piece of equipment for each and every day beyond the due date until such time that the work is complete and accepted by the Agency Representative. Such liquidated damages shall be deducted from the next monthly invoice(s), to compensate the State for the payment of the Qualified Elevator Inspector fees and other damages it suffers as a result of Contractor's untimely performance,

g) Parts

All worn out, damaged and defective parts being replaced by the Contractor shall be presented to the State. The new parts shall have a minimum of a one year warranty. The new equipment shall have one year, or the manufacturer's warranty, whichever expires later. In the event a part or equipment needs replacement during the warranty period, the Contractor shall replace the part or equipment at no cost to the State.

h) Scheduled Building Shutdowns

An elevator mechanic shall be required to be on site during all shutdowns. Scheduled shutdowns occur during non-business hours (i.e.: 5:30 pm to 8:00 am business days, 24 hours on weekends and holidays). There are typically two scheduled building shutdowns each year. The scheduled shutdown will require one elevator mechanic to be on site for the duration of the shutdown. Shutdown durations are approximately eight hours. The cost of shutdowns will be compensated as an Additional Service.

4. **Callback Service** - The Contractor shall provide 24-hour-a-day, 7 days-a-week, callback service, at no added cost to the State, under which a journeyman elevator mechanic will report to the site of the needed service when requested by the Agency Representative or those persons designated by the Agency Representative, in accordance with the following schedule:

(i) Within one (1) hour after receipt of request for any stalled elevator with trapped passengers, or any elevator designated in the contract as being essential to the facilities operation. See Section 14 hereof for the designation as to whether an elevator is classified as essential or non-essential.

(ii) Within the first two (2) regular work hours of the next regular working day for any other elevators covered by this contract.

Please note, the only situation that OGS would be responsible for paying the premium portion of overtime wages is if passengers are trapped, during other than normal working hours, in an elevator that is not designated as essential.

Please Note: Repairs due to call backs after regular business hours or those repairs not defined by the maintenance specifications will not be processed for payment without the required information. Also, proper documentation for said repairs must be submitted as indicated above utilizing the form LP/96 Elevator Proposal/Chargeable Billing per Contract, which is attached as Exhibit 1 hereto, and hereby

incorporated by reference herein. Form LP/96 must be submitted to the Facility Management office for review and further processing.

5. The number of elevators put out of service at one time shall be pre-approved by the Facility Manager. Typically, not more than one (1) elevator bank shall be put out of service at one time. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with OGS to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than 30 – 60 minutes, the Contractor shall notify OGS and Facility when the elevator was taken out of service, the reason why and what time the elevator is expected to be put back in service for proper and safe operation.
6. The State will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
7. This is a full warranty / preventative and corrective maintenance service contract.

a) Warranty Services

For the purposes of this contract, the Contractor shall provide full warranty service during the equipment warrantee period. The Contractor shall not receive compensation for warrantee service.

b) Preventative Maintenance

Preventative Maintenance services as referred to herein shall mean the process of routine examination, lubrication, cleaning, and adjustment of parts, components, and/or subsystems for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer's specifications. The Contractor's bid price shall include, but is not necessarily limited to the manufacturer's preventative maintenance recommendations, ASME A.17.1 and all labor, all material and supplies, all non-billable call back service work and special requests; all ASME required elevator testing and inspections, all administrative, reporting or other requirements, all overhead costs and profit. It shall also include all travel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of preventative maintenance service not explicitly stated in these specifications, but necessarily attendant thereto is deemed understood by the Contractor and included herein.

c) Corrective Maintenance

Corrective Maintenance as referred to herein shall mean Repair and/or Replacement services. Repair services shall mean the reconditioning or renewal of parts, components, and/or subsystems necessary to keep equipment in compliance with applicable Code requirements and the manufacturer's specifications.

Replacement services shall mean the substitution of a device or component and/or subsystems in its entirety, with a unit that is basically the same as the original for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer's specifications.

The Contractor's maintenance bid price(s) shall include, but is not necessarily limited to, all preventative maintenance service and all corrective maintenance service up to \$2,500.00 per item. Contractor must justify all costs for corrective maintenance service that exceeds \$2,500.00 per item to the State's satisfaction. For all items so justified, Contractor shall be compensated for the full cost of all Corrective Maintenance items exceeding \$2,500.00 (this threshold is calculated on a per item basis, and cannot be reached by combining like items under the threshold) as "Additional Services". The services shall be performed in accordance with the latest adopted editions of ASME A17.1. If such corrective maintenance is determined to be the result of Contractor's negligence, Contractor shall not be additionally compensated.

8. The Office of General Services' interpretation of specifications shall be final and binding upon the Contractor.

9. INSPECTION - the quality of service 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, and that the requirements of the specifications are not being met, the Office of General Services may terminate the contract, 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.

10. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

11. NYS DEPARTMENT OF LABOR PREVAILING WAGE RATES - Prevailing Wage Rate as part of the requirements of Article 8 and Article 9 of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed. Work covered by this Agreement is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. Any federal or State

determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility.

Please note, contractors that provide service in the New York City (NYC) area shall pay their employees the greater of the two following wage rates: the NYC prevailing wage rate for the title of “A” Elevator Repair/Modernization Mechanic”, as listed in the then most current prevailing wage schedule issued by the NYC Bureau of Labor Law or the NYC prevailing wage rate for the title of “Elevator Constructor - Modernization and Service”, as listed in the then most current prevailing wage schedule issued by the NYS Department of Labor. Additionally, other municipalities have enacted Living Wage rates which may be applicable to this contract. **Contractors are required to be familiar with the applicable Living Wage rate requirements throughout the State and to pay its employees accordingly.**

Prevailing Wage Rate Schedule

The prevailing wage rate schedule for this Agreement is as set forth in Project No. 42728-U a copy of which is also set forth in Exhibit 3 hereof, which Exhibit 3 is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein.

The Contractor is charged with having full knowledge and responsibility for the payment of applicable prevailing wages.

12. The monthly maintenance prices bid will be subject to annual price adjustment per the Statewide Contract.

13. ELEVATORS TO BE SERVICED:

* Freight Elevators authorized to carry passengers shall be maintained and inspected as passenger elevators.

Corning Tower											
Elevator Number	Elevator Type	Speed (fpm)	Capacity (lbs)	Number of Floors Served	Elevator Manufacturer	Elevator Use	Years Installed or Upgraded	Past Elevator Inspection / Test			Elevator Essential
								Inspection	Test	Cat 5	
1	Gearless Traction	500	3,500	15	Otis	Passenger	1973	7/25/13	2/11/13	1/25/10	N
2	Gearless Traction	500	3,500	15	Otis	Passenger	1973	7/25/13	2/11/13	1/27/10	N
3	Gearless Traction	500	3,500	15	Otis	Passenger	1973	7/25/13	2/12/13	2/23/10	N
4	Gearless Traction	500	3,500	15	Otis	Passenger	1973	9/12/13	2/12/13	1/29/10	N
5	Gearless Traction	500	3,500	15	Otis	Passenger	1973	7/25/13	2/12/13	2/2/10	N
6	Gearless Traction	1,000	3,500	15	Otis	Passenger	1973	7/22/13	2/13/13	2/8/10	N
7	Gearless		3,500	15	Otis	Passenger	1973	7/22/13	7/22/13	2/10/10	N

	Traction	1,000									
8	Gearless Traction	1,000	3,500	15	Otis	Passenger	1973	7/22/13	7/22/13	2/11/10	N
9	Gearless Traction	1,000	3,500	15	Otis	Passenger	1973	7/22/13	7/22/13	5/31/05	N
10	Gearless Traction	1,000	3,500	15	Otis	Passenger	1973	7/23/13	7/23/13	2/15/10	N
11	Gearless Traction	1,000	3,500	15	Otis	Passenger	1973	7/23/13	7/23/13	3/2/10	N
12	Gearless Traction	1,400	3,500	12	Otis	Passenger	1973	7/23/13	7/23/13	2/4/10	N
13	Gearless Traction	1,400	3,500	12	Otis	Passenger	1973	7/23/13	7/23/13	3/3/10	N
14	Gearless Traction	1,400	3,500	12	Otis	Passenger	1973	7/24/13	7/24/13	3/10/10	N
15	Gearless Traction	1,400	3,500	12	Otis	Passenger	1973	7/24/13	7/24/13	3/15/10	N
16	Gearless Traction	1,400	3,500	12	Otis	Passenger	1973	7/24/13	7/24/13	3/17/10	N
17	Gearless Traction	1,400	3,500	12	Otis	Passenger	1973	7/24/13	7/24/13	8/1/12	N
18	Gearless Traction	800	4,000	44	Otis	Freight *	1973	7/25/13	2/14/13	3/1/10	Y
19		800	4,000	44	Otis	Freight *	1973	7/25/13	2/13/13	2/24/10	Y

* Freight Elevators authorized to carry passengers shall be maintained and inspected as passenger elevators.

14. AUTHORIZED USER'S LIST OF IDENTIFIED PRE-MAINTENANCE REPAIRS

Building/Location:		Corning Tower Building
Elevator (E) Escalator (ES) Number	No.	
E-1,2,3,4 &5		None
E-6,7,8,9,10&11		None
E-12,13,14,15,16&17		None
E-18 & 19		None

15. Subcontractors

OGS considers the Contractor, the sole contractor with regard to all provisions of this Agreement.

Contractor acknowledges that when bidding, any known / planned use of subcontractors were disclosed in detail with its bid submission. If subcontractors are to be used for base scope services, it is understood that the bid price includes the cost of the subcontractor and no additional markups will be allowed. If subcontractors are to be used for Additional Services, they will be subject to the Section 18 Additional Services clause below, and associated markup provision herein. The total of all subcontractor work during the term of the this Agreement, shall not exceed 10% of the total contract value,

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Agreement. The Contractor accepts full responsibility for the actions of any employee or subcontractor/subcontractor's employee(s) who carry out any of the provisions of this Agreement.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with this Agreement. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of this Agreement.

During the term of this Agreement, before any part of the Agreement shall be sublet, the Contractor shall submit to the Director of OGS Real Property Management Group or his/her designee, Governor Nelson A. Rockefeller Empire State Plaza, Corning Tower 39th Floor, Albany, New York 12242, in writing, the name of each proposed subcontractor and obtain written consent to such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this Agreement. The Contractor shall promptly furnish such information as the Director or his/her designee may require concerning the proposed subcontractor's ability and qualifications.

In the event that subcontractors must be used during the term of this Agreement for Additional Services work, the following guidelines shall apply.

a) The Contractor shall procure goods and services using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts and shall document same to obtain written proposals or bids from at least three (3) responsible service providers before selecting the best price and terms. Prior OGS approval is required for all Additional Services. The following conditions apply to competitive bidding for subcontracted Additional Services:

1) Each bid will be solicited in a form and manner conducive to uniformity in all bids. The Contractor will maintain documentation of the solicitation and results.

- 2) If the Contractor desires to accept other than the lowest bidder, or where competitive bids are not possible, adequate justification must be provided to the State for required prior approval.
- 3) The OGS shall be free to accept or reject any proposal/subcontract submitted for State's approval, and Contractor shall provide OGS with copies of all documentation OGS may request in relation to such approval rights.

16. Additional Services

Additional Services (Corrective Maintenance items in excess of \$2,500.00, other uncovered repairs, upgrades, any work performed by subcontractors other than for base scope services, etc.) shall only be performed when pre-approved in writing by the Director OGS Real Property Management Group or his/her designee, and shall be compensated at the rates bid for labor and a specified twenty percent (20%) markup for parts and materials., provided, however, that any subcontractor work shall be reimbursed at actual cost with the markup thereon being limited to five percent (5 %) of the actual cost. Further, in no case shall the amounts paid to all subcontractors during the term of this Agreement exceed ten percent (10%) of the total contract amount. The following process shall apply:

The contractor shall prepare a quote for the facility manager utilizing Form LP/96, which is attached as Exhibit 1 hereto. For Additional Service work performed by Contractor's on-site staff, the quote must detail the scope of services, whether any subcontractors will be used, proposed timeline for completion, number of hours times hourly rate bid, materials times specified 20% markup, and any other information or options that the state should consider. If subcontractors are to be used, the process detailed in the Subcontractors clause herein must be followed.

The facility manager will request approval from the Director OGS Real Property Management Group or his/her designee. Upon approval, a letter authorizing the work will be issued. A copy of the authorization letter must accompany the invoice for any Additional Services.

17. Warranty/maintenance Payments

- a) The per car payment for existing cars for warranty/maintenance service under this Agreement (including the furnishing of all parts and labor necessary for repair and maintenance of the Equipment) during the interim installation period pending final acceptance of all existing elevators shall be as specified in item 2 on the Contractor's Bid Sheet, payable monthly in arrears. The Contractor's Bid Sheet is attached hereto as Exhibit 2 hereof and is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein. The annual payment for warranty/maintenance service under this Agreement (including the furnishing of all parts and labor necessary for repair and maintenance of the Equipment) for the first year of warranty/maintenance services following the acceptance of all elevators shall be as specified in Item 3 on the Contractor's Bid Sheet, payable in monthly installments in arrears. The annual payment for warranty/maintenance services under this Agreement (including the furnishing of all parts and labor necessary of testing, repair and maintenance of the Equipment) for the second year of warranty/maintenance

services following the acceptance of all elevators shall be as specified in Item 4 on the Contractor's Bid Sheet, payable in monthly installments in arrears.

- b) The maximum annual warranty/maintenance services charge (including the furnishing of all parts and labor necessary for testing, repair, and maintenance of the equipment) for the third year following the acceptance of all elevators, and for each subsequent year, shall be increased or decreased yearly on the anniversary date of the acceptance date of all elevators in the manner provided in Appendix B hereof. Notwithstanding the terms of Appendix B, no other bid rates from the Contractor's Bid Sheet found in Exhibit 2 hereof will be subject to adjustment. Provided, however, that since hourly rates for labor are bid as a percentage above prevailing wage rates, such rates will change with fluctuations in the prevailing wage rates.

18. Payment

Payment for all services provided by CONTRACTOR shall be made in accordance with usual State practice upon the submission of vouchers provided by the CONTRACTOR. To qualify for prompt payment, the CONTRACTOR shall submit vouchers to the Facility as well as the following address:

The Claims Unit
Office of General Services
Division of Fiscal Services
P.O. Box 2117
Empire State Plaza
Albany, New York 12220

Itemized work reports detailing work completed during the month shall be attached to all invoices.

19. The following documents attached hereto are hereby incorporated by reference herein:

1. Appendix A
Standard clauses for all New York State Contracts
2. Appendix B
Applicable Terms and Conditions of the Statewide Contract
3. Exhibit 1
Form LP/96 Elevator Proposal/Chargeable Billing per Contract
4. Exhibit 2
Contractor's Bid Sheet
5. Exhibit 3
Revised 1/7/2014

Prevailing Wage Rate Schedule

6. Exhibit 4
Contractor Deliverables

Additionally, the Project Manual for OGS D&C Project No. 42728-U and all Addenda thereto, if any, are hereby incorporated by reference and made a part hereof as fully as if set forth at length herein.

20. NYS VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY (hereinafter the “Questionnaire”)

OGS conducts a review of prospective contractors to provide reasonable assurances that the prospective contractor is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a prospective contractor’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. Contractor agrees to fully and accurately complete the “Questionnaire.” The Contractor acknowledges that the State’s execution of this Agreement will be contingent upon the State’s determination that the Contractor is responsible, and that the State will be relying upon the Contractor’s responses to the Questionnaire when making its responsibility determination.

OGS recommends Contractor file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, http://www.osc.state.ny.us/vendrep/vendor_index.htm or to enroll, go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. If Contractor opts to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Contractor prior to Contract Award, the Contractor must complete and certify (or recertify) the Questionnaire no more than six (6) months

prior to the bid due date. Contractor's Questionnaire cannot be viewed by OGS until the Contractor has certified the Questionnaire.

The Contractor agrees that the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner 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, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or 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 General Services or his 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.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

21. Procurement Lobbying

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

22. Failure to Comply

In the event CONTRACTOR defaults in any material respect in performing its obligations and responsibilities under this Agreement, OGS shall be released from all obligations to CONTRACTOR hereunder, including any obligations to make payments of any kind to CONTRACTOR. OGS shall be entitled to compensatory damages if the contract is terminated as a result of the CONTRACTOR'S non-performance or unsatisfactory performance. In addition, to any other damages, the CONTRACTOR shall be responsible for any sums OGS pays another Contractor to perform the agreed upon services. In addition to any other remedies available, such amounts may be deducted from any amounts due to CONTRACTOR. Cancellation of this agreement is not a precondition for this provision to be effective.

23. Termination for Convenience

OGS shall have the right, in its sole discretion, to terminate this Agreement in whole or in part at its convenience upon thirty (30) days written notice to the CONTRACTOR. Any such termination for convenience hereunder shall in no event constitute or be deemed a breach of this Agreement and no liability shall be incurred by or arise against the State of New York, its agents and employees for lost profits or any other damages.

24. Indemnification

CONTRACTOR shall indemnify and save harmless OGS and the People of the State of New York from suits, actions, damages, and costs of every name and description relating to or in any way connected with its performance under this Agreement, and OGS may retain such monies from the amount due CONTRACTOR as may be necessary to satisfy any claim for damages, costs, and the like asserted against OGS or the People of the State of New York. This obligation of Contractor to indemnify shall not be limited by the insurance coverage required hereunder. OGS shall not be liable for any special or consequential damages arising directly or indirectly from this Agreement, or from the performance of OGS or others under this Agreement.

25. Insurance Lapse

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages,

indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of this Agreement, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

26. Iran Divestment Act

By entering into this Agreement, Contractor 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. Contractor agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Agreement will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Agreement, 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, 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 request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Agreement, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

27. ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT

PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor’s optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? _____
Yes No

If yes, identify New York State Business(es) that will be used; (Attach identifying information).

28. Contractor Deliverables.

Attached as Exhibit 4 hereto for Contractor’s convenience is a list of routine Contractor Deliverables under this Agreement.

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

CONTRACT NUMBER _____

Agency Certification

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

THE PEOPLE OF THE STATE OF NEW YORK

By _____

Name:

Title:

By _____

Name:

Title:

Federal I.D. No.:

APPROVED AS TO FORM

Attorney General

APPROVED

THOMAS P. DINAPOLI
State Comptroller

BY: _____

Date: _____

CORPORATE ACKNOWLEDGMENT

STATE OF _____ }

: ss.:

COUNTY OF _____ }

On the _____ day of _____ in the year 200_, before me personally came:

_____, to me known, who, being by me duly sworn, did
depose and say that he/she/they reside(s) in _____; that
he/she/they is (are) _____ (the President or other officer or director or attorney in
fact duly appointed) of _____, the corporation
described in and which executed the above instrument; and that he/she/they signed his/her/their name(s) thereto by authority of the
board of directors of said corporation.

Signature and Office of Person Taking Acknowledgment

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

APPENDIX A
STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or

reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution,

such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the

foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or

upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize oppor-

tunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl St -- 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St -- 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The

Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by

State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

Appendix B
Applicable Terms and Conditions of the Statewide Contract

SECTION II TECHNICAL REQUIREMENTS

II.1 EXAMINATION OF EXISTING BUILDING AND CONTRACT DOCUMENTS

1. Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work (at the time of the project definition) and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.

2. Each Contractor shall examine specifications and all other data or instruction pertaining to the work (as contained within the project definition). No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by the Authorized User as an excuse for any failure or omission on the part of the contractor to fulfill every detail of all the requirements of the documents governing the work. Contractor, if awarded a min-bid contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such contractor might have fully informed itself prior to bidding.

II.2 ELEVATORS TO BE SERVICED

The equipment to be serviced will be listed in the project definition by the User Agency at the time that a mini-bid takes place. **The Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall lift system for the facility. Prospective Contractors shall personally verify all equipment listed at the time of the mini-bid.**

II.3 GENERAL REQUIREMENTS

- a. The intent of the specifications detailed in RFP #21340, unless otherwise noted in Agency Project Definitions, is to ensure the provision of complete elevator maintenance services, in every respect. Details of service not explicitly stated in RFP 21340 but necessarily attendant thereto, is deemed understood by the contractor and included herein. The contractor shall furnish all material and equipment usually furnished with elevator, escalator and dumbwaiter services, in accordance with the latest adopted editions of ASME A17.1, Safety Code for Elevators and Escalators, A17.2 Inspectors Guide for Elevator and Escalators and A17.3 Safety Code for Existing Elevators and Escalators (including supplements).
- b. All material and equipment furnished shall be new and in excellent working condition. All replacement parts shall be new as specified by the original manufacturer or new after market parts that are accepted by the elevator industry as equal or better (see II.4 Statement of Work).
- c. The Contractor is completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.
- d. The Procurement Services Group' or user agency's interpretation of specifications shall be final and binding upon the Contractor.
- e. INSPECTION - the quality of service will be subject to inspection by the State of New York and the Authorized User at any time. Should it be found that the quality of services being performed is not satisfactory, and that the requirements of the specifications are not being met, the Office of General Services acting on behalf of the user agency or on its own behalf, may terminate the

contract, and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York and the Authorized User for costs incurred on account thereof.

- f. The Authorized User agency representative reserves the right to reject and bar from the facility any employee hired by the Contractor.

II.4 STATEMENT OF WORK

GENERAL

All references to elevators included herein shall be considered to include escalators and dumbwaiters where applicable.

All work under this contract shall be performed by skilled, competent, journeyman elevator mechanics directly employed and/or supervised by the Contractor. Elevator mechanic helpers and/or elevator mechanic apprentices may be used, provided they are under the direct supervision of a journeyman elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All journeyman elevator mechanics shall have a minimum of three years of experience maintaining elevators and escalators. Sufficient personnel shall be assigned to complete maintenance in a timely manner. Within ten (10) days after award of a project definition through a Mini-bid, the Contractor shall furnish the Agency Representative a detailed schedule indicating how and when the Contractor plans to accomplish all required pre-maintenance repairs (if applicable) and within 30 calendar days after award, unless the Authorized User specifies sooner, the Contractor shall furnish a detailed schedule of the preventative maintenance for the first contract year. During the term of the contract, annual updates to the detailed schedule (if applicable) shall be provided to the Agency Representative by the Contractor. Cost for pre-maintenance repairs shall be included in the Contractor's original bid. Pre-maintenance repairs will be completed under the Contractor's time and materials bid for the Agency Project Definition, however, contract users reserve the right to solicit offers from, and have corrections or repairs made by, other sources.

SCOPE

The Contractor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the elevators identified in each Project Definition in continuous use at their initial performance ability (same speed, safety, and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. All maintenance, adjustments, and repairs shall be in compliance with the latest adopted editions of ASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's Guide for Elevators and Escalators, and A17.3 Safety Code for Existing Elevators and Escalators (including supplements) hereinafter referred to as ASME A17.1. The safety practice and procedures in the "Elevator Industry Field Employees Safety Handbook" shall also be followed when performing maintenance and repairs.

The Contractor shall give immediate notice to the Agency Representative of any apparent damage to the equipment covered under this contract. The Contractor shall notify the Agency Representative, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the elevator equipment which the Contractor does not consider to be its responsibility under the terms of the contract. Failure to do so will render the Contractor responsible for those repairs at no additional cost to the Authorized User. The Contractor shall furnish the Agency Representative with a written estimate of the cost to correct the defects or make the required repairs. The Contractor's estimate shall be itemized into labor and material costs not to exceed the labor and material rates as bid in the Project Definition. The Agency Representative reserves the right to make final decision concerning the responsibility for such corrections or repairs. In those instances when the Authorized User determines that the Authorized User is responsible for such corrections or repairs, the State may enter into negotiations with the Contractor to affect the repairs. If the Authorized User and Contractor reach agreement over the price and conduct of the repair, the Authorized User will issue an Authorization Letter that will fund the repair and serve as the Contractor's notice to proceed. However, the Authorized User reserves the right to solicit offers from, and have corrections or repairs made by, other sources.

WORK NOT INCLUDED IN CONTRACT

The following items of work are specifically not included as work which the Contractor is responsible to perform:

1. Refinishing of the elevator car interior walls, elevator car interior ceiling, elevator car floor covering, and escalator balustrades, trim and moldings
2. Elevator equipment room lighting ballasts and light fixtures (except bulb replacement is included).
3. Hoist way enclosure walls, and hoist way door frames and sills.
4. Telephone Company lines (except elevator telephone or intercommunication systems are included).
5. Main line power switches.

6. Emergency power plants and associated supplies.

WORK SCHEDULING

The Contractor shall instruct his/her personnel that anytime work is to be performed under this contract, that they shall coordinate all activities with the Agency Representative prior to arriving at the Facility, to ensure the equipment is available and access to the Facility can be granted. Also, when arriving at the Facility, all Contract personnel shall report to the Agency Representative in such a manner as pre-determined by the Agency Representative, and when exiting the facility, Contractor shall again notify the Agency Representative.

Overtime

During the term of the contract, the Authorized Representative may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the Authorized User has made a determination that such action is in the overall best interest of the Authorized User. When this authority is granted, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the NY State prevailing wage rate schedules or applicable Living Wage rate, and the Authorized User will reimburse Contractor for the difference between the regular hourly rate and the overtime-hourly rate.

EQUIPMENT, WIRING, AND CIRCUIT CHANGES

The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the elevators unless authorized in writing by the Agency Representative. The Contractor shall submit any such proposed change to the Agency Representative for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Agency Representative with three exact copies of as-built drawings of the modifications including a complete description of the changes.

SCHEMATIC WIRING DIAGRAMS

The Contractor shall maintain a complete set of current, legible schematic wiring diagrams in each elevator machine room for each elevator machine contained therein. If schematic wiring diagrams are present during the initial survey of the jobsite, but are missing during the effective contract start date, the Authorized User will assist in retrieving the schematic wiring diagrams from the previous contractor. To the extent that any of the required schematic wiring diagrams are not available at the time of the award of the Mini-bid contract, or cannot be retrieved from the previous contractor, it will be the responsibility of the Contractor to provide replacement diagrams at a cost to the Authorized User. The cost to provide replacement schematic wiring diagrams shall be considered a pre-maintenance cost. At the end of the contract term, any schematic diagrams provided by the Contractor will become the property of the State or other Authorized User.

CALLBACK SERVICE

The Contractor shall provide 24-hour-a-day, 7 days-a-week, callback service, as part of the monthly maintenance fee and at no added cost to the Authorized User. The Contractor may only bill for callback service if the work performed is not the responsibility of the Contractor (e.g. repairs for vandalism, fire, acts of God, negligence by the State, or other unusual circumstances). In the event of callback service, a journeyman elevator mechanic will report to the site of the call when requested by the Agency Representative or those persons designated by the Agency Representative, in accordance with the following schedule:

1. Within one (1) hour after receipt of request for any stalled elevator(s) containing trapped passenger or any elevator designated in the Mini-bid contract as being essential. An attachment titled, "Elevators To Be Serviced", will be attached to each project definition to designate if an elevator is classified as essential or non-essential.
2. Within the first two (2) regular work hours of the next regular working day for any of the other elevator(s) covered by the Mini-bid contract.
3. For each service call, the Contractor shall provide to the Agency Representative, a copy of the work ticket(s) along with supporting documentation that contains the following minimum information:
 - (a) Name and address of the Contractor
 - (b) Name of the Contractor's employee in charge of the work
 - (c) Name of the Contractor's employee(s) performing the work.
 - (d) Date(s) work performed and work hours expended
 - (e) Brief description of work performed/corrective action including equipment identification
 - (f) Signature and name of the Contractor's employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.

The format and medium (hard copy or electronic) of such work ticket and supporting documentation must be approved by the Agency Representative in advance of the first submittal.

In the event of emergency callbacks for elevators not designated as essential in the attachment to the project definition titled "Elevators To Be Serviced", during other than normal working hours (i.e. in the event of a passenger being trapped) necessitating the payment by the Contractor of premium or overtime wages, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the NY State prevailing wage rate schedules or applicable Living Wage Rate, and the Authorized User, upon receipt of properly documented bills, will certify for payment the actual amount for the premium portion of the wages. This emergency callback service is limited to adjustments or repairs required to restore an elevator to safe and reliable service. The Agency Representative will provide the Contractor with a list of individuals who are authorized to call for emergency services. This list will be updated as required. The Contractor shall provide the Agency Representative the names and telephone numbers (home, cellular, and office) of the persons to be contacted for emergency services. In the event of a passenger being trapped in a stalled elevator, the procedures specified in the ASME A17.4, Guide for Emergency Evacuation of Passengers from Elevators, shall be followed.

MINIMUM PREVENTIVE MAINTENANCE REQUIREMENTS

1. The Contractor shall prepare and submit a Preventative Maintenance Schedule supported by written manufacturer's documentation and ASME A17.1 (see Section II.4 – Statement of Work, under "General"). The Contractor shall perform the necessary preventive maintenance required for a safe, reliable operation, as specified by the manufacturer and ASME A17.1. The preventive maintenance shall be performed timely and scheduled according to timeframes set by the manufacturer's recommendations and ASME A17.1. If specific equipment covered by this contract requires additional preventive maintenance, the Contractor shall perform the required preventive maintenance without additional cost to the Authorized User. Preventive Maintenance is defined as regularly scheduled work on the elevators that the Contractor shall complete, to accomplish the following:
 - (a) Ensure their safe, reliable, and continued operations
 - (b) Prevent breakdowns due to worn part
 - (c) Maintain elevators/escalators above the point where deterioration begins

2. Subject to the capability of the equipment, and as documented by the Contractor and such documentation approved by the Agency Representative, the Contractor shall ensure that the following original operating criteria is maintained at all times for each elevator:
 - (a) Maximum capacity in pounds
 - (b) Rated speed in feet per minute
 - (c) Door operation
 - (d) Traffic handling capabilities
 - (e) Response times
 - (f) Ride quality

3. Acceptable performance will be based on Items 2(a) through (f) above, plus the following criteria:
 - (a) Completion of the scheduled preventative maintenance as specified by the manufacture's recommendations and ASME A17.1.
 - (b) Completion of work check charts for each elevator/escalator.
 - (c) All work required as a result of maintenance deficiencies noted as a result of Authorized User testing/inspections shall be complete within 30 working days of testing/inspection date. Within 3 working days of said test/inspection, Contractor shall provide the Agency Representative a schedule which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.
 - (d) Down-time of not more than 72 Facility business operating hours per year per elevator/escalator. Down-time means the length of time that an elevator is out-of-service. The length of time that an elevator is out-of-service shall be measured by the Agency Representative; beginning at such time the Agency Representative Authorized User notifies the Contractor that the elevator is out-of-service or that an unsafe condition exists and ending at such time the elevator is safely placed back into service. In the event that Contractor is delayed beyond Contractor's control in

being able to place the elevator back into service, Contractor shall provide the Agency Representative two forms of documentation proving that such delay is beyond Contractor's control. An example of acceptable documentation may be written statements from two independent suppliers of a particular part(s) that are not readily available, and accompanied by a shipping date of such availability. Upon verification, Agency Representative may interrupt the total "down-time" duration. The "down-time" is exclusive of acts of god and vandalism.

(e) A level or decreasing trend in service calls/trouble calls. An increased frequency in service calls/trouble calls is not considered acceptable performance unless they occur by no fault of the Contractor such as acts of god or vandalism. A service call/trouble call is defined as a report of an elevator malfunction made by the Agency Representative or designee and the Contractor's subsequent response to, and correction of, the problem. In addition, performance shall be unacceptable if the Contractor fails to repair or correct deficiencies reported to the Contractor and for which the Contractor is responsible under the terms of the resultant contract.

4. Prior to removing an elevator from service, the elevator mechanic shall coordinate the removal with the Agency Representative.

NON- STANDARD REQUIREMENTS

The Contractor shall be responsible for maintaining the lighting fixtures installed in the car, hoist way, pit, car top, and car emergency lighting. This will include all lighting fixture components such as ballasts, bulbs, lamps, and tubes. The Contractor is not responsible for the elevator equipment room lighting ballasts and lighting fixtures. The Contractor shall be responsible for maintaining the car telephone or intercommunication systems from elevator to elevator controller.

REPORTING REQUIREMENTS

1. **Facility/Machine Room(s) Record:** Contractor shall keep and maintain a hard copy service record for each elevator showing all preventative maintenance, repairs and all callback service performed. The service record(s) shall be kept in the appropriate machine room at the Facility and shall indicate;

- (a) Site location,
- (b) Date and time (in work hours) required to perform the work,
- (c) List all repairs and replacements performed.

The service record format and information provided shall be pre-approved by the Agency Representative.

2. **Monthly Report(s):** Contractor will submit to the Agency Representative an electronic report, once per month, for each elevator which outlines the following;

- (a) Site location,
- (b) Date and time (in work hours) required to perform the work including arrival and departure times,
- (c) Type of work performed (preventative maintenance, repair, callback service, other),
- (d) Description of work performed,
- (e) In the case of callback service; provide a description of the callback and corrective action taken,
- (f) List of all materials used,
- (g) List of all work scheduled to be performed, but that was not completed during the specified time frame.

The monthly report format and information provided shall be pre-approved by the Agency Representative. In addition, upon request the Contractor shall provide for review, written manufacturer recommendations for elevators/escalators preventive maintenance and the latest adopted editions of ASME A17.1.

SAFETY INSPECTIONS AND TESTS

All service and repair work shall be performed in compliance with the ASME A17.1, Safety Code for Elevators and Escalators and subject to inspections by the State. Periodic inspection of the elevators, as required by ASME A17.1 (current adopted edition) shall be performed by State approved Elevator Inspectors, in accordance with existing State policy. All elevators shall be appropriately inspected every six (6) months, annually, and every five years. All escalators shall be appropriately inspected every six (6) months and annually. The Contractor shall provide any needed equipment to perform the tests at no additional cost to the Authorized User. The Contractor shall provide an adequate quantity of qualified journeyman elevator mechanics familiar with the equipment to perform tests and assist the inspector at no additional cost to the Authorized User. The Contractor shall periodically examine and test all safety devices, governors, oil buffers, etc. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1. These tests shall be conducted in the presence of the State Elevator Inspector. Tests performed on 1 and 5-year intervals will be scheduled to comply with the 1 and 5-year intervals specified in ASME A17.1 Appendix.

The Contractor shall furnish test and condition reports after each test. After tests have been performed, all load weighing devices, etc. shall be checked and adjusted as required to meet manufacturer's recommendations. ***Cars shall not be placed in service until all tests, checks and adjustments are completed and the elevators are in proper working condition.*** The Contractor will not be held responsible for any damage to the building and equipment (excluding elevator and related elevator equipment) caused by these tests, unless such damage is a result of negligence by the Contractor. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor. The Contractor shall furnish and install, at no additional cost to the Authorized User, any missing code data plates as required by ASME A17.1. If necessary, the Authorized User will assist the Contractor in obtaining the data for the replacement code data plates. If during the inspection/testing of a particular elevator/escalator, such elevator/escalator fails, Contractor shall continue the inspection/testing procedure with other elevators/escalators so as not to delay the overall inspection/testing process. Contractor shall provide a separate crew to repair deficiencies.

MAINTENANCE SERVICES FOR ELEVATORS AND ESCALATORS

Except for callback service, the Contractor shall perform all work during regular work hours of regular working days or as approved by the Agency Representative. The time of day each elevator is to be shut down for routine maintenance will be scheduled with the Agency Representative to minimize disruption. When an elevator is shut down, a sign shall be placed at each opening stating: "This elevator is being serviced". When an escalator is shut down, barriers shall be placed at each end with a sign stating: "This escalator is being serviced". The Contractor shall record, in a log maintained by the Agency Representative, the actual arrival and departure times each day they are in the building. The Agency Representative will maintain a list of any non-emergency maintenance items and provide this list to the Contractor for corrective action.

LUBRICANTS

The Contractor shall furnish all lubricants and hydraulic fluids that comply with the equipment manufacturer's specifications and ASME A17.1 for the particular device

SPARE PARTS

The Contractor shall provide all replacement parts of every description. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market part of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of an item is obtained from the Agency Representative. The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime for spare parts procurement. At a minimum, the Contractor shall maintain on site for each elevator, five (5) fuses of each size, type and current rating and an adequate supply of replacement lamps. The Contractor shall have and maintain on hand locally, a supply of spare parts sufficient for the full maintenance and expedient emergency repair of the elevator or escalator. Extenuating circumstances shall be documented by at least two vendors for unavailability of parts. At the Facility, the Contractor shall provide sufficient metal storage cabinet space for spare parts storage and metal containers for storage of waste and other flammable materials. An adequate supply of tools to make repairs without any undue delay shall also be maintained. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Agency Representative.

HOUSEKEEPING

1. All elevator machine rooms, hoist ways, pits, and elevator equipment will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.
2. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Agency Representative, or designee, for all commonly used products and shall provide the 1-800 telephone numbers for all products.
3. The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate. The Contractor must follow environmentally safe practices when disposing of any waste.
4. The Contractor will use reasonable care to minimize risk its work poses to the environment, the customers, the general public and the contract employees.
5. The Contractor shall immediately notify the Agency Representative in writing of any indication of underground oil seepage which may be attributed to a leaky underground hydraulic cylinder.

LIQUIDATED DAMAGES

If the Contractor fails to complete services in accordance with specifications or within the times specified herein or in the applicable Project Definition it is understood, and the Contractor hereby agrees that, because of the immeasurability of the damages the State

would suffer because of such a breach the below provisions will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

LIQUIDATED DAMAGES FOR FAILURE TO RESPOND TO CALLBACKS SERVICE

If the Contractor fails to timely respond to callback service as required in this RFP, the resultant contract, or any Project Definitions issued there under, deductions will be made, from the next monthly invoice(s), at a rate of \$100.00, per incident, to compensate the State for the loss of use of the elevator(s) and the inconvenience created thereby. Any additional costs incurred by the Authorized User as a result of contacting and acquiring the services of an alternate elevator maintenance company, due to the failure of the Contractor to timely respond to callback service, will also be deducted from the monthly invoice. The Agency Representative will notify the Contractor of failure to respond to a request for callback service and will deduct the appropriate withholding amount from the next monthly invoice(s).

LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN AND/OR PROVIDE SPARE PARTS

If the Contractor fails to provide any of the parts covered in this RFP, the resultant contract, or any Project Definitions issued there under within 24 hours of establishment of need for such parts, the Authorized User will deduct the daily rate from the monthly invoice for every day until the parts are received, to compensate the State for the loss of use of the elevator(s)/escalator(s) and the inconvenience created thereby. The daily rate shall be calculated by dividing the number of working days in the respective month into the monthly price and multiplying the result by a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of use at the premises and the denominator of which shall be the number of elevators, escalators or other equipment at the premises covered by the contract. The Agency Representative will notify the Contractor of any failure to provide parts and will deduct the appropriate withholding amount from the next monthly invoice(s). For this purpose, parts shall be considered those parts needed for "normal wear and tear" or "small" parts. The Agency Representative shall make the final determination.

LIQUIDATED DAMAGES FOR FAILURE TO PROVIDE REQUIRED PREVENTATIVE MAINTENANCE

If the Contractor fails to timely complete required preventative maintenance, in accordance with this RFP, the resultant contract, the Contractor's proposal and the applicable manufacturer's preventative maintenance recommendations, the Authorized User will deduct two (2) times the daily rate from the monthly invoice, to compensate the State for the diminution of services, for each and every day until such time that the work is complete and accepted by the Agency Representative. The daily rate shall be calculated by dividing the number of working days in the respective month into the monthly price and multiplying the result by a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of services at the premises and the denominator of which shall be the number of elevators, escalators or other equipment at the premises covered by the contract. The Agency Representative will notify the Contractor of any failure to provide required preventative maintenance and will deduct the appropriate withholding amount from the next monthly invoice(s).

LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE MAINTENANCE DEFICIENCIES AS CITED BY THE STATE APPROVED ELEVATOR INSPECTOR.

If the Contractor fails to timely correct maintenance deficiencies as defined by the Authorized User's Elevator Inspector/Inspection Report, by the sooner of the time periods set forth in the Authorized User's Elevator Inspector/Inspection Report or 30 days from inspection, the Authorized User will deduct two (2) times the daily rate from the monthly invoice, to compensate the State for the diminution of services, for each and every day until such time that the work is complete and accepted by the Agency Representative. The daily rate shall be calculated by dividing the number of working days in the respective month into the monthly price and multiplying the result by a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of services at the premises and the denominator of which shall be the number of elevators, escalators or other equipment at the premises covered by the contract. The Agency Representative will notify the Contractor of any failure to complete maintenance deficiencies and will deduct the appropriate withholding amount from the next monthly invoice(s).

LIQUIDATED DAMAGES FOR UNSCHEDULED ELEVATOR DOWN-TIME

Elevators/escalators can not experience unscheduled down-time of more than 72 Facility business operating hours per contract year per elevator/escalator unless the Contractor's failure to place elevators/escalators back into service arises out of causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). If elevators/escalators are down longer than the acceptable amount of time specified above, the below formula will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

The Contractor's liability for such liquidated damages shall be the product of three factors: (i) the yearly contract costs; times (ii) a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of use at the premises and the denominator of which shall be the number of elevators, escalators or other equipment at the premises covered by the contract; times (iii) a fraction, the numerator of which shall be the number of days of unscheduled down time and the denominator of which shall be the number of days in the year excluding weekends, and New York state designated holidays. Down time of less than four hours shall not be charged against the Contractor; and down time of four hours or more shall be counted as a full day. "Yearly contract cost" as used shall mean the fixed

maintenance cost payable by the Agency for the year in which said damages are sustained, including any escalations from prior years, but shall not include extra charges properly billed by the Contractor under this Agreement. If such damages occur in a period that is partly in one contract year and partly in another, the damages assessable in each such year shall be separately computed using the appropriate yearly contract cost for such each portion.

This liquidated damages clause shall be in addition to all other liquidated damages clauses in this Request for Proposal once elevators/escalators experience unscheduled down-time of more than 72 Facility business operating hours per year per elevator/escalator. Unscheduled down-time means the length of time that an elevator/escalator is out-of-service for reasons other than the down-time previously scheduled by the Contractor and agreed to by the Authorized User (e.g. time for tests or inspections). The length of time that an elevator/escalator is out-of-service shall be measured by the Authorized User; beginning at such time the Authorized User notifies the Contractor that the elevator is out-of-service or that an unsafe condition exists and ending at such time the elevator is safely placed back into service.

CONTRACTOR CLOSE-OUT INSPECTION (IF REQUIRED)

Sixty (60) days prior to the expiration of the Mini-bid contract, the Contractor and the Agency Representative, or designee, will make a complete examination of the elevators covered under the Mini-bid contract. The Contractor shall coordinate and schedule the examination with the Agency Representative. The Agency Representative shall determine if such an examination is warranted. The Agency Representative is advised to contact an independent Elevator Inspector if such an examination is warranted. The Agency Representative or designee, with the assistance of the State Elevator Inspector, will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the Mini-bid contract.

SECTION III SPECIAL TERMS AND CONDITIONS

III.1 TERM OF CONTRACT

1. Contract awards shall commence March 16, 2009 and shall be in effect for five years.
2. Project definitions, which are developed during the term of this Backdrop Contract, may have their term extended over a period of time not to exceed three (3) years beyond the end date of the Backdrop Contract. This will allow any Authorized User utilizing this contract the ability to maximize the service offered by the Backdrop Contract. **Project definitions cannot exceed five years in total, which includes any extensions.**

III.2 PRICE ADJUSTMENTS

On each anniversary date of the awarded Backdrop Contract or the awarded Mini-bid, the Contractor or Authorized User may request a rate change (increase or decrease) in the maintenance contract price, which will consist of a combination of two price adjustments, one for Labor Cost and one for Material Cost. These price adjustments will be based upon fluctuations in the latest published copies of the Consumer Price Index for all urban consumers, and the index for Commodity Prices for Metals and Metal Products as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. The indexes are also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. **To find the Consumer Price Index for all urban consumers**, go to "Inflation and Prices" then click "Consumer Price Index" and then click on "CPI Tables" then click on "Table Containing History of CPI-U U.S. All Items Indexes and Annual % Changes 1913 to Present." **To find the index for Commodity Prices for Metals and Metal Products**, go to "Inflation and Pricing" then click "Producer Price Indexes" and then click on "PPI Tables" and then under "PPI Detailed Report Tables" click on "Table 6. Producer price indexes and percent changes for commodity groupings and individual items" and then find the index for Metals and Metal Products.

Labor Cost Adjustment

Eighty percent (80%) of the contract maintenance price will be deemed to constitute the cost of field labor and will be adjusted using the Consumer Price Index (CPI). Price adjustments using the CPI involve changing eighty percent (80%) of the contract maintenance price 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 previous anniversary date of the Backdrop Contract or awarded Mini-bid and subtract this figure from the CPI value for the 3rd month prior to the month of the current anniversary date of the Backdrop Contract or awarded Mini-bid. (e.g.: If start date begins in December, use the September CPI) That sum is then divided by the CPI value for the 3rd month prior to the month of the previous anniversary date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease shall be applied to eighty percent (80%) of the contract maintenance price

and will be applied to the next Mini-bid contract year or Backdrop Contract, effective on the latter of the anniversary date or upon notification by OGS/PSG or the Authorized User (within 30 days after contractor request provided proper documentation is received). The following example illustrates the computation of the percent change and Labor Cost adjustment:

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

Eighty percent (80%) of the contract maintenance price is multiplied by the percent change in order to compute the change in the labor cost.

Material Cost Adjustment

Twenty percent (20%) of the contract price will be deemed to constitute the cost of materials and will be adjusted using the index for Commodity Prices for Metals and Metal Products. Price adjustments using the index for Commodity Prices for Metals and Metal Products involve changing twenty percent (20%) of the contract maintenance price by the percent change in the level of the index 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 index for the 3rd month prior to the month of the previous anniversary date of the Backdrop Contract or awarded Mini-bid and subtract this figure from the index for the 3rd month prior to the month of the current anniversary date of the Backdrop Contract or awarded Mini-bid. That sum is then divided by the index for the 3rd month prior to the month of the previous anniversary date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease shall be applied to twenty percent (20%) of the contract maintenance price and will be applied to the next Mini-bid contract year or Backdrop Contract, effective on the latter of the anniversary date or upon notification by OGS/PSG or the Authorized User (within 30 days after contractor request provided proper documentation is received). The following example illustrates the computation of the percent change and Material Cost adjustment:

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

Twenty percent (20%) of the contract maintenance price is multiplied by the percent change in order to compute the change in the material cost.

Please note that the CPI adjustment only applies to the monthly maintenance portion of the contract’s pricing structure and does not apply to the “Time and Materials” portion. Therefore, Contract Users should be careful to only adjust the monthly maintenance fee associated with Mini-bid contracts (please see the sample Project Definition’s Bid Proposal Form, under “A. Total Monthly Maintenance Bid”).

The Contractor has the sole responsibility to submit invoices at the adjusted rate on the applicable anniversary date of the Mini-bid contract and shall provide a copy of the indexes and other supporting documentation necessary to support the increase or decrease to the Authorized User, as appropriate. Should the Contractor fail to submit adjusted invoices and supporting documentation to the Authorized User with respect to the Mini-bid contract or to submit supporting documentation to OGS/PSG with respect to the Backdrop contract within three months after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease

determined in accordance with the above methodology. Adjustments take effect upon notification by OGS/PSG or the Authorized User.

NOTE: All awarded Mini-bids shall be entered into at prices not exceeding the then current maximum not to exceed prices in the Backdrop Contract, and may be adjusted on the anniversary date of the awarded Mini-bid in like manner as shown above.

III.3 NYS Department of Labor Prevailing Wage Rates

Prevailing wage rate as part of the requirements of Article 8 and Article 9 of the New York State Labor Law, requires public work Contractors and subcontractors to pay laborers, workers or mechanics employed in the performance of a public work contract not less than the prevailing rate of wage and to provide supplements (fringe benefits) in accordance with prevailing practices in the locality where the work is performed.

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B, OGS General Specifications.

Please note, contractors that provide service to New York City (NYC) agencies shall pay their employees the greater of the two following wage rates: the NYC prevailing wage rate for the title of "A Elevator Repair/Modernization Mechanic", as listed in the then most current prevailing wage schedule issued by the NYC Bureau of Labor Law or the NYC prevailing wage rate for the title of "Elevator Constructor - Modernization and Service", as listed in the then most current prevailing wage schedule issued by the NYS Department of Labor. Contractors are required to pay the higher of the two rates throughout the term of the contract.

Additionally, other municipalities have enacted Living Wage rates which may be applicable to one or more Authorized Users utilizing this contract. **Contractors are required to be familiar with the applicable Living Wage rate requirements throughout the state and to pay their employees accordingly.**

III.4 ADMINISTRATIVE AND REPORTING REQUIREMENTS

A. Contract Meetings:

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same will be included in the base bid price.
2. Upon award of a Mini-bid contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the user agency representative. This meeting shall include:
 - a. The Contractor's submission of a schedule of work to be reviewed and approved by the user agency.
 - b. A review of all agency facility use rules.
 - c. An introduction for each respective agency organization, chain of command, etc.
3. Unless otherwise directed by the Authorized User, there shall be monthly job meetings for the following purposes:
 - a. Review job progress, quality of work, and approval and delivery of materials.
 - b. Identify and resolve problems that impede planned progress.
 - c. Coordinate the efforts of all concerned so that the contract progresses on schedule to on-time completion.
 - d. Maintain a sound working relationship between the Contractor and the user agency, and a mutual understanding of the contract.
 - e. Maintain sound working procedures.

B. Reporting Requirements:

1. Contractor shall furnish semi-annual reports of User Agency Usage on forms provided as an attachment to the Request for Proposals document (Attachment No. 5). They should be submitted to the Office of General Services, Procurement Services Group, Corning Tower, 38th Floor, Empire State Plaza, Albany, NY 12242, no later than the 15th of the month following the close of each six-month period. Failure to submit the required reports may be cause for disqualification of a bidder for future contracts.

III.5 APPENDICES

N/A

III.6 PERFORMANCE SURVEYS

Contractors shall be required to attach performance surveys to Authorized User invoices every six months, or as requested by the Office of General Services. 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. Performance concerns, if any, shall be addressed by the Authorized User and/or the Procurement Services Group and survey results may be considered in determining Contractor responsibility and continuation of Contractor's award.

III.7 PRICE STABILITY

If for any reason, during the term of the contract, the vendor reduces the pricing for similar services to a similarly situated entity, the State shall receive an equivalent reduction in pricing for the services or products delivered to the State.

III.8 EXTRANEIOUS TERMS

Any deviation from the terms and conditions of these contracts will not be considered unless specifically approved by the Commissioner of General Services.

Contractors Insurance Requirements

Following contract award, the Contractor shall provide to the New York State Office of General Services (hereinafter referred to as "OGS"), Certificates of Insurance (hereinafter referred to as "Certificates"), executed by a duly authorized representative of each insurer evidencing compliance with all requirements contained in this solicitation. Such Certificates shall be of a form and substance acceptable to OGS. Workers Compensation and Disability coverages, will be evidenced on the forms required by New York State to certify compliance with these laws. At the time of a mini-bid award and during the term of the mini-bid contract, the Contractor is obligated to provide proof of requisite insurance coverage to the Authorized Contract User. If any Insurance Certificates expire during the term of a mini-bid contract, Contractor is obligated to provide the Authorized User copies of updated valid Insurance Certificates.

Certificate acceptance and/or approval by OGS does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract or indicate adequacy of coverage or limits.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor ; shall be maintained with insurance carriers licensed or authorized to do business in New York State and acceptable to OGS; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; shall be endorsed to provide written notice be given to OGS, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to the New York State Office of General Services, Procurement Services Group, Empire State Plaza, Corning Tower, 38th floor, Albany, New York 12242 and shall name The People of the State of New York, its officers, agents, and employees as additional insureds there under (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The additional insured requirement does not apply to Workers Compensation or Disability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by OGS. Such approval shall not be unreasonably withheld. Any excess policy must follow the requirements set forth in the New York State Insurance Law for such coverage.

Contractor shall require all Subcontractors, prior to commencement of an agreement between Contractor and the Subcontractor, to secure and keep in force during the term of this contract insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to OGS and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of this Contract and as further required by this Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply to OGS updated replacement Certificates of Insurance, and amendatory endorsements.

The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

- a) Commercial General Liability Insurance with a limit of not less than \$5,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.
- b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State. If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.
- c) Commercial Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
- d) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractors work.

1. If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

2. If the Contract includes disposal of materials from the job site, the Contractor must furnish to OGS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.

i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a blanket or specific waiver of the insurer's right of subrogation against OGS, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against OGS or (ii) any other form of permission for the release of OGS.

In the block provided in the Certificate of Insurance for insertion of "Description of Operations/Locations/Vehicles/Exclusions Added by Endorsement/Special Provisions" the additional insured information and job specific information, such as the nature of the contract and either the solicitation number or the contract award number should be referenced.

The insolvency or bankruptcy of the insured Contractor, or Subcontractor, shall not release the Insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Contractor, or Subcontractor, from meeting the retention limits under the policy.

Contractor acknowledges that failure to obtain any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS.

EXHIBIT 1

Form LP/96 Elevator Proposal/Chargeable Billing per Contract

**ELEVATOR
PROPOSAL/CHARGEABLE BILLING PER CONTRACT FORM**

Contractor: _____ Building: _____
 Contract No. _____ Elevator No: _____
 Proposal No. _____ Date of Service: _____
 Invoice No. _____ Day of Service: _____

Description of Work: _____

Explanation if work not covered under contract: _____

LABOR COST

Worker Description	Time Arrived	Time Job Completed	Hours	Cost
Mechanic				
Helper				
OT Mechanic				
OT Helper				
		TOTAL		

MATERIALS COST

Item	Quantity	Cost Per Unit	% Mark-Up	Total
			20	
			20	
			20	
			20	
			20	
			20	
		TOTAL	20	

SUBCONTRACTOR COST

Item	% Mark-Up	Total
	5%	

GRAND TOTAL: \$ _____

LP/96

EXHIBIT 2

CONTRACTOR'S BID SHEET

Use Bid Form 004166 for this Agreement as set forth in Project No. 42728-U

EXHIBIT 3

PREVAILING WAGE RATE SCHEDULE

Use the prevailing wage schedule for this Agreement as set forth in Project No. 42728-U

EXHIBIT 4

CONTRACTOR DELIVERABLES

Note: The following schedule of deliverables is intended to inform the Contractor of routine items of deliverables. The schedule may not be all inclusive and Contractor is fully responsible to timely provide all materials as required in accordance with this solicitation.

Deliverable Title	Date(s) of Submission	Frequency
Maintenance Control Program (MCP)	Within 14 (fourteen) days of contract award	Yearly
Request to Work Outside Facility Business Hours	5 (five) days prior to the performance of the service	On Demand
Monthly MCP Report along with Invoice for Preventative Maintenance and Invoice for Corrective Maintenance in excess of \$2,500	Fifth day of each month	Monthly (itemized on one invoice with appropriate backup documentation)
Callback Report	Within 3 (three) working days after completion	On demand
Corrective Maintenance Report	Within 5 (five) calendar days after completion	Monthly
Elevator Downtime	4 (four) hours after the elevator is out of service.	On demand
Completion of ASME Inspections and Testing	Within 15 (fifteen) days from the deadline of the last inspection or test performed.	Scheduled according to ASME A17 requirements

