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Procurement Services**

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**AGREEMENT FOR  
ELEVATOR, ESCALATOR & MISCELLANEOUS LIFT EQUIPMENT  
MAINTENANCE SERVICES (STATEWIDE)**

**BY AND BETWEEN**

**NEW YORK STATE  
OFFICE OF GENERAL SERVICES  
AND  
BISON ELEVATOR SERVICE, INC.**

**CONTRACT NUMBER PS70069**

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**STATE OF NEW YORK  
OFFICE OF GENERAL SERVICES  
AGREEMENT # PS70069  
CENTRALIZED CONTRACT FOR THE ACQUISITION OF  
ELEVATOR, ESCALATOR & MISCELLANEOUS LIFT EQUIPMENT MAINTENANCE SERVICES (STATEWIDE)**

THIS AGREEMENT (hereinafter the “Contract” or the “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the People of the State of New York, acting by and through the **Commissioner of the Office of General Services** (OGS), whose office is on the 36<sup>th</sup> Floor, Corning Tower, Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter referred to as the “State” or “OGS”) and **Bison Elevator Service, Inc.**, having its principal place of business at 295 Main St., Suite 932, Buffalo, NY 14203 (hereinafter referred to as the “Contractor”). OGS and the Contractor are collectively referred to as the “Parties.”

WHEREAS, OGS is statutorily authorized to enter into centralized contracts for services for use by New York State agencies, departments, public authorities, political subdivisions and any other entities authorized by statute to utilize its centralized contracts (hereinafter “Authorized Users”); and

WHEREAS, OGS has identified a need by New York State agencies and other Authorized Users for Elevator, Escalator and Miscellaneous Lift Equipment Maintenance Services (Statewide) as further described herein; and

WHEREAS, OGS conducted a multi-award non-competitive Solicitation to identify the Bidder(s) which could provide the Elevator, Escalator, and Miscellaneous Lift Equipment Maintenance at the best value, referred to as IFB #23271 (hereinafter the “IFB” or the “Solicitation”), which was advertised on December 20, 2022 in the New York State Contract Reporter, as required by New York State Economic Development Law; and

WHEREAS, awards were made by region to responsive and responsible Bidders that are able to meet the minimum qualifications and that offered reasonable price as determined by OGS; and

WHEREAS, awarded contractors may bid on specific Mini-Bid Project Definitions by Authorized Users in accordance with the terms of this Contract and other contracts resulting from the Solicitation. Awards made pursuant to a Mini-Bid Project Definition will be based on lowest cost, and will result in a Mini-Bid Agreement between the Authorized User and awarded Contractor; and

WHEREAS, OGS has determined that the Contractor submitted a responsive proposal for the Region(s) awarded, that the pricing proposed by Contractor is reasonable, that the Contractor is a responsible vendor, and that the Contractor is willing to provide the Elevator, Escalator, and Miscellaneous Lift Equipment Maintenance Services under the terms and conditions contained herein;

NOW THEREFORE, in consideration of the terms hereinafter mentioned and also the mutual covenants and obligations moving to each party hereto from the other, the Parties hereby agree as follows:

## 1. INTRODUCTION

### 1.1 Overview

This Contract is for Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services (Statewide) as specified herein for all Authorized Users eligible to purchase through this Solicitation. This Contract is a centralized contract established by the New York State (“NYS”) Office of General Services (OGS), and the Contract is available for use by any Authorized User, as that term is defined in State Finance Law § 163(1)(k), across the State of New York, including but not limited to: New York State agencies; public authorities; political subdivisions such as cities, towns, and villages; school districts; the State University of New York (SUNY); The City University of New York (CUNY); and certain other associations, entities and non-profit organizations designated as Authorized Users under State Finance Law § 163(1)(k).

Two different types of maintenance plans shall be offered by all Contractors for the different types of Lift Equipment:

1. Basic Maintenance
2. Full-Service Warranty Maintenance

	Basic Maintenance		Full-Service Warranty Maintenance	
	Monthly Maintenance Rate	Exception Details	Monthly Maintenance Rate	Exception Details
<b>Preventive Maintenance and Required ASME Inspections/Tests</b>	Included	N/A	Included	N/A
<b>Callback Service</b> <b>(Including On-site response and Troubleshooting)</b>	Included	Required Repairs reimbursed under Time and Material (T&M) provision if Repair work is required.	Included	See as explained herein where Time and Material (T&M) would apply
<b>Repairs/Replacements</b>	Not Included	Time and Material (T&M) only	Included	See as explained herein where Time and Material (T&M) would apply
<b>Fireman’s Recall Test</b>	Not Included	Separate fee	Not Included	Separate fee

Both types of maintenance plans cover the same level of Preventive Maintenance as part of the Monthly Maintenance Rate but differ as to when Time and Material can be applied for Repairs and Replacements.

Contractor shall offer maintenance services, including all inspections, adjustments, tests, parts Replacement, and Repairs necessary to keep the Lift Equipment covered under this Contract in continuous use at the established capacity and efficiency for the intended purpose. Contractor shall offer maximum not-to-exceed Monthly Maintenance Rates for each type of Lift Equipment within a Region for each type of maintenance plan. Also, Contractor shall offer maximum not-to-exceed Fireman’s Recall Test Fees and for the payment of Time and Material Repairs, the Contractor shall provide the State with maximum not-to-exceed hourly labor rates for Elevator Mechanics and Elevator Apprentices that are inclusive of the Prevailing Wage Rate and Supplemental Benefits and a materials percent markup to be charged to an Authorized User for material costs for such Repairs. These Centralized Contract Rates are included in this Contract. Should Time and Material Repairs be needed, the Authorized User has the option to accomplish such Repairs under the resulting Mini-Bid Agreement or through another qualified service provider under a separate specification quote or contract outside of this Contract.

Contractor is prequalified to competitively bid on specific projects that shall be let by Authorized Users through the use of a Mini-Bid Project Definition process. Authorized Users shall award a Mini-Bid Agreement to a single Contractor from a Mini-Bid Project Definition.

Authorized User competitive procurements where actual rates and markups are established, occur at the transactional level in response to Mini-Bid Project Definitions issued by Authorized Users. The Mini-Bid Project Definition allows Authorized Users the ability to specify the type of maintenance plan required for each individual Lift Equipment, the anticipated amount of Time and Material (T&M) required for the Contract term, and to include additional terms and conditions necessary to meet their needs. Authorized Users will provide Mini-Bid Project Definitions to all Contractors awarded OGS Contracts in the Region for the services requested, and it is only in response to Mini-Bid Project Definitions where Contractors should propose their actual competitive rates, based upon the requirements of the Authorized User Mini-Bid Project Definition.

This Contract is subject to the Prevailing Wage Rate provisions of New York State Labor Law. The applicable Prevailing Wage Rate Schedule for this Contract is **PRC #2022011627**. A copy of the prevailing wage schedules that apply to this Contract is available at:

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1539851>. The rates provided in this Contract are maximum not-to-exceed rates. The actual bill rates for each Authorized User engagement will be established in response to a particular Authorized User's Mini-Bid Project Definition and based upon the PRC # obtained by each requesting Authorized User.

## 1.2 Scope

Lift Equipment Services will be provided for the following Regions:

Region	Applicable Counties
1. Long Island Region	Nassau and Suffolk
2. New York Region	Bronx, Kings, New York, Queens, and Richmond
3. Lower Hudson Valley Region	Orange, Putnam, Rockland, and Westchester
4. Hudson Valley Region	Columbia, Delaware, Dutchess, Greene, Sullivan, and Ulster
5. Capital Region	Albany, Rensselaer, Saratoga, Schenectady, and Schoharie
6. North Country Region	Clinton, Essex, Warren, and Washington
7. Mohawk Valley/North Country Region	Franklin, Fulton, Hamilton, Herkimer, Lewis, Montgomery, Oneida, and St. Lawrence
8. Central New York Region	Cayuga, Cortland, Jefferson, Madison, Onondaga, and Oswego
9. Southern Tier Region	Broome, Chenango, Otsego, Tioga, and Tompkins
10. Finger Lakes Region	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, and Yates
11. Western New York Region	Allegheny, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, and Wyoming

In the event that there is no award for a Region, Authorized Users may issue a Mini-Bid Project Definition to those Contractors in an adjacent Region. Contractors are under no obligation to respond to Mini-Bid Project Definitions outside of their awarded Region(s).

Contractor is not required to perform the following maintenance and Repair work:

1. Refinishing of the elevator car interior walls, Replacement of bulletin board glass, elevator car interior ceiling, elevator car floor covering, car door panels, escalator balustrades, trim and moldings;
2. Lighting ballasts and fixtures in the elevator equipment room, except for the Replacement of lamps or bulbs which is included;
3. Hoistway enclosure walls, hoistway door frames and hoistway sills;
4. Telephone company lines from the interface with the elevator with the exception of elevator telephone or intercommunication systems located within the elevator shaft which are included;
5. Main line power and cab lighting disconnect switches or circuit breakers;

6. Replacement of broken cab handrails;
7. Emergency power plants and associated transfer switches;
8. Machine room cooling and heating equipment;
9. Replacement of sump pump;
10. Replacement of smoke/heat detectors and fire alarm system components;
11. Hydraulic cylinders, plungers, and piping which are buried and are not maintainable; and
12. Upgrading equipment to meet changes in Code requirements as may be recommended or directed by Qualified Elevator Inspectors (QEI), insurance companies, Federal, State, Municipal, or other government authorities. The Contractor shall report changes in Code requirements to the Authorized User.

In addition to the items above, for any conditions the Contractor interprets to be excluded from the Mini-Bid Agreement, the Contractor shall notify the Authorized User in accordance with Section 3.8, *Time and Material* ("T&M"), of the Contract. The final determination as to what is included or excluded under the Mini Bid Agreement will be left to the Authorized User.

### **1.3 Estimated Quantities**

This Contract shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The individual value of this Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

Numerous factors could cause the actual quantities of Products purchased under this Contract to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contracts may be non-exclusive Contracts.
- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the Contract period.
- The State reserves the right to terminate any Contract for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

Contractor acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the Contract could vary substantially from the estimates provided in this Contract.

### **1.4 Definitions**

Capitalized terms used in this Solicitation shall be defined in accordance with Appendix B, Definitions, or as below.

"ASME" shall refer to the most current version of the American Society of Mechanical Engineers provision that is cited.

"Business Day" shall refer to Monday through Friday from 7:00 AM – 5:00 PM ET, excluding NYS Holidays and federal holidays.

**“Callback Service”** shall refer to a service provided by the Contractor 24-hour-a-day, 7 days-a-week, as defined in Section 3.10, *Callback Service*.

**“Centralized Contract Rates”** shall refer to the maximum not to exceed rates and markups awarded for the Centralized Contract.

**“Dumbwaiter”** shall refer to a small freight elevator that is intended to carry objects other than passengers.

**“Elevator Apprentice”** shall refer to a Contractor or subcontractor’s employee that is individually registered as an apprentice with the NYS Department of Labor in accordance with NYS Labor Law, Article 8, Section 220-3 and is engaged in the maintenance, service, and Repair of Lift Equipment.

**“Elevator Mechanic”** shall refer to someone who has a current New York State Elevator Mechanic License and is engaged in the maintenance, service, and Repair of Lift Equipment.

**“Escalator”** shall refer to a moving staircase that is used to transport pedestrians between floors and consists of a motor driven chain of individual, linked steps that are attached to a continuously circulating belt.

**“Full-Service Warranty Maintenance”** shall refer to the furnishing of all material, labor, supervision, diagnostic tools, laptops, tools, supplies, weights, and other expenses necessary to provide Preventive Maintenance, Callback Service on an as-needed basis to perform systematic examinations, adjustments, lubrication, and Repair and Replacement of system component parts and Repairs of every description

**“Geared Traction Elevator”** shall refer to an elevator, typically powered by an electric motor, which utilizes traction to propel the elevator with the use of worm gears or a gearbox.

**“Gearless Traction Elevator”** shall refer to an elevator, typically powered by an electric motor, which utilizes traction to propel the elevator without the use of worm gears or a gearbox.

**“Hydraulic Elevator”** shall refer to an elevator which uses hydraulics to propel the elevator. Hydraulic elevators may utilize either an underground cylinder (Conventional), an above ground cylinder (Holeless) or a combination of ropes and above ground cylinders (Roped).

**“Lift Equipment”** shall refer to Geared Traction Elevators, Gearless Traction Elevators, Hydraulic Elevators, Escalators, Stage Lift Elevators, Wheelchair Lifts, and Dumbwaiters collectively.

**“Material Markup”** shall refer to the percentage to be charged over the actual cost of the materials used for Time and Material Repairs and Replacements.

**“Mini-Bid Agreement”** shall refer to the resulting agreement from the competitive bidding of each Authorized User’s Mini-Bid Project Definition which is used to solicit bids from Centralized Contract holders and is used as a basis for any resulting contracts.

**“Mini-Bid Project Definition”** shall refer to a statement of need which is used during the Mini-Bid process to describe the Lift Equipment Pre-Maintenance Services, Maintenance Plan(s), and Time and Material (T&M) estimates that are being sought by an Authorized User.

**“Miscellaneous Lift Equipment”** shall refer to Stage Lift Elevators, Wheelchair Lifts and Dumbwaiters.

**“Monthly Callback Service Report”** shall refer to a report provided to the Authorized User by the Contractor documenting an instance of Callback Service and describing the reason for the callback, actions taken to address the callback and any further actions and/or Repairs that may be necessary.

**“Monthly Maintenance Rate”** shall refer to the monthly fee charged by the Contractor for the services covered by the maintenance plan for the specific type of Lift Equipment.

**“MWBE”** shall refer to a business certified with NYS Empire State Development (“ESD”) as a Minority- and/or Women-owned Business Enterprise.

**“NYS Holidays”** refers to the legal holidays for State employees in the classified service of the executive branch, as more particularly specified on the website of the NYS Department of Civil Service. This includes the following: New Year’s Day; Dr. Martin Luther King, Jr. Day; Washington’s Birthday (observed); Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; Veterans’ Day; Thanksgiving Day; and Christmas Day.

**“NYS Vendor ID”** is a unique ten-character identifier issued by the NYS Office of the State Comptroller (OSC) when the vendor is registered on the Vendor File System.

**“On-site”** shall refer to any space owned or leased by the Authorized User, or which is open to the public at which the Authorized User’s business operations are conducted.

**“Overtime”** shall refer to the definition as forth in New York State Labor Law Section 232.

**“Pre-Maintenance Repair Services”** shall refer to Repairs/Replacements to be performed at the start of an awarded Mini-Bid Agreement to bring the equipment back to good working order or into compliance with ASME codes. Pre-Maintenance Repairs may be identified by the Contractor during an initial inspection of the Lift Equipment upon commencement of the Mini-Bid Agreement and may report any deficiencies not previously identified by the Authorized User to the Authorized User.

**“Preferred Source Products”** shall refer to those Products that have been approved in accordance with New York State Finance Law § 162.

**“Preferred Source Program”** shall refer to the special social and economic goals set by New York State in State Finance Law § 162 that require a governmental entity purchase select Products from designated organizations when the Products meet the “form, function and utility” requirements of the governmental entity. Under State Finance Law § 163, purchases of Products from Preferred Sources are given the highest priority and are exempt from the competitive bidding requirements. The New York State Preferred Sources include: The Correctional Industries Program of the Department of Corrections and Community Supervision (“Corcraft”); New York State Preferred Source Program for People Who Are Blind (“NYSPSP”); and the New York State Industries for the Disabled (“NYSID”). These requirements apply to all state agencies, political subdivisions and public benefit corporations (including most public authorities).

**“Prevailing Wage Rate”** shall refer to the requirements of Article 8 of the New York State Labor Law, which 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 supplementals (fringe benefits) in accordance with prevailing practices in the locality where the work is performed.

**“Preventive Maintenance”** shall refer to the process of routine examination, lubrication, cleaning and adjustment of parts, components, and/or subsystems for the purpose of ensuring acceptable performance in accordance with applicable ASME Code requirements, the manufacturer’s specifications, and the specifications defined in this Solicitation.

**“Procurement Services”** shall refer to a business unit of OGS, formerly known as New York State Procurement (“NYSPRO”) and Procurement Services Group (“PSG”).

**“Qualified Elevator Inspector (QEI)”** – An elevator inspector certified in accordance with ASME QEI-1 ‘*Standard for Qualified Elevator Inspectors*’.

**“Region”** shall refer to the grouping of counties within New York State listed in Section 1.2, *Scope*.

**“Repair”** as per ASME A17.1 is the reconditioning or renewal of parts, components, and/or subsystems necessary to keep equipment in compliance with applicable Code requirements and manufacturer specifications.

**“Replacement”** as per ASME A17.7 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.

**“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, necessary to keep the Lift Equipment operational.

**“SDVOB”** shall refer to a NYS-certified Service-Disabled Veteran-Owned Business

**“Service Facility”** shall refer to the Contractor-operated, physical location where the Contractor’s elevator mechanics report.

**“Stage Lift Elevator”** shall refer to specialized elevators lacking a cab or doors but possessing other safety equipment instead. They are typically powered by hydraulics and are used to raise or lower entire sections of a theatre or gallery stage.

**“Time and Material (T&M)”** shall refer to Repair and/or Replacement services as defined in this Solicitation and shall be performed anytime the preventive maintenance, test or inspection identifies equipment and parts that have failed or are worn out. The Contractor shall bring back to working order, equipment or parts malfunctioning or damaged, due to wear-and-tear, or failure detected during regular preventive maintenance, tests or inspections.

**“Time and Material (T&M) Proposal”** shall refer to the form that the Contractor completes and submits to the Authorized User to propose the Repair and/or Replacement services to be performed by describing in detail the work to be performed, the materials needed and their costs, and the labor needed and their costs and a summary of the cost of the work.

**“Troubleshoot”** shall refer to the process of determining the cause of Lift Equipment malfunctions and performance issues, which may include information gathering, inspections, and adjustments. Additional Contractor personnel may be required as needed.

**“Wheelchair Lift”** - A fully powered device used to raise a wheelchair and its occupant to overcome a step or similar vertical barrier or to transport a wheelchair and its occupant between floors of a building.

## **1.5 Appendices and Attachments**

The following appendices and attachments, attached hereto, are hereby expressly made a part of this Contract as if fully set forth at length herein.

Appendix A – Standard Clauses for NYS Contracts (October 2019)  
Appendix B – General Specifications (April 2016)  
Appendix C – Federal Funding Agency Mandatory Terms and Conditions  
Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators  
Appendix E – Preventive Maintenance Specifications for Traction Elevators  
Appendix F – Preventive Maintenance Specifications for Escalators  
Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment  
Appendix H – Mini-Bid Project Definition Template  
Appendix I – Time and Material (T&M) Proposal Form

Attachment 1 – *Pricing*

Attachment 2 – *Insurance Requirements*

Attachment 3 – *Report of Contract Usage*

## **1.6 Conflict of Terms**

Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. This Contract;
3. Appendix B, General Specifications;
4. All other appendices and attachments to this Contract;

### **1.7 NYS Comptroller Approval**

In accordance with Section 112 of the State Finance Law, this Contract shall not be valid, effective or binding upon the State until such Contract has been approved by the Office of the New York State Comptroller ("OSC"). Purchase orders or other procurement transactions issued under such Contract(s) may also be subject to OSC approval.

## **2. CONTRACTOR QUALIFICATIONS**

Contractor is advised that the State's intent in having the requirements listed below is to ensure that only a qualified and reliable Contractor performs the work of this Contract. Contractor shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. Procurement Services retains the right to request any additional information pertaining to the Contractor's ability, qualifications, financial capacity, financial stability, and procedures used to accomplish all work under this Contract as it deems necessary to ensure safe and satisfactory work.

The Contractor shall meet the following minimum qualifications regarding its organizational requirements:

1. The Contractor shall hold an active New York State Elevator Contractor License issued by the New York State Department of Labor throughout the term of this Contract (<https://dol.ny.gov/elevator-licensing-information>). The license shall be in the name of the Contractor; and
2. The Contractor shall be able to provide service in the Region awarded.

## **3. SPECIFICATIONS**

All work performed under this Contract and subsequent Mini-Bid Agreements shall be performed in accordance with the following sections.

No guarantee of work is implied or given. The Authorized User has the right to assume portions of Time and Material (T&M) at any time upon written notice to the Contractor.

### **3.1 General Requirements**

All work shall be done in accordance with the requirements of these specifications and 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) hereinafter referred to as ASME A17; and A18.1-Safety Standard for Platform Lifts and Stairway Chairlifts. The safety practice and procedures in the "Elevator Industry Field Employees Safety Handbook" shall also be followed when performing maintenance and Repairs.

All systems, components, and equipment covered under this Contract shall be maintained at the highest level of efficiency compatible with current New York State Energy Conservation Code requirements and maintained at an acceptable level throughout the Contract period. An *acceptable level of maintenance* is defined as that level of maintenance that will preserve the equipment in unimpaired operating condition (i.e., above the point where deterioration will begin, thereby increasing the normal life expectancy of the equipment).

An Authorized User shall identify the Lift Equipment to be serviced in the Mini-Bid Project Definition. The Contractor shall be responsible for inspecting, maintaining, and Repairing the Lift Equipment identified, and all associated components not specifically listed that are supplemental to and a part of the operation of the overall



Lift Equipment. Contractor shall verify all Lift equipment listed in the Mini-Bid Project Definition during the mandatory site visit during the Mini-Bid process.

Should a Mini-Bid Project Definition include any freight elevators that are authorized to carry passengers, such elevators shall be inspected and maintained as a passenger elevator.

### 3.2 Maintenance Plans

Two different types of maintenance plans shall be offered in every Region awarded to Contractor:

1. Basic Maintenance
2. Full-Service Warranty Maintenance

	Basic Maintenance		Full-Service Warranty Maintenance	
	Monthly Maintenance Rate	Exception Details	Monthly Maintenance Rate	Exception Details
<b>Preventive Maintenance and Required ASME Inspections/Tests</b>	Included	N/A	Included	N/A
<b>Callback Service</b> <b>(Including On-site response and Troubleshooting)</b>	Included	Required Repairs reimbursed under Time and Material (T&M) provision if Repair work is required.	Included	See as explained herein where Time and Material (T&M) would apply
<b>Repairs/Replacements</b>	Not Included	Time and Material (T&M) only	Included	See as explained herein where Time and Material (T&M) would apply
<b>Fireman's Recall Test</b>	Not Included	Separate fee	Not Included	Separate fee

Both types of maintenance plans cover the same level of Preventive Maintenance as part of the Monthly Maintenance Rate but differ as to when Time and Material can be applied for Repairs and Replacements.

### 3.3 Basic Maintenance

The Basic Maintenance plan shall include all Preventive Maintenance services (Section 3.6), Callback Service (Section 3.10), and required ASME inspections and tests (Section 3.12, *Safety Inspections and Tests (Excluding Fireman's Recall Test)*). Any other required services shall either have a separate fee such as the Fireman's Recall Test (Section 3.7) or fall under the Time and Material provision (Section 3.8) of the Contract.

### 3.4 Full-Service Warranty Maintenance

The Full-Service Warranty Maintenance plan shall include the furnishing of all material, labor, supervision, diagnostic tools, laptops, tools, supplies, weights, and other expenses necessary to provide Preventive Maintenance (Section 3.6), all required ASME inspections and tests, and Callback Service (Section 3.10) on an as-needed basis to perform systematic examinations, adjustments, lubrication, and Repair and Replacement of system component parts and Repairs of every description.

The Contractor shall complete the Repairs/Replacements within four (4) business days of receipt of the Authorized User approval unless otherwise directed by the Authorized User. If the Repairs/Replacements cannot be performed within four (4) business days, the Contractor must notify the Authorized User in writing and provide just cause for any delay. Just cause for any delay may only include circumstances outside the control of the Contractor such as work on obsolete equipment and proprietary systems manufactured by others.

The only circumstance where the Contractor shall not be obligated under this agreement to Repair damage at no additional cost is where such damage was caused by fire or other act of God (except that which is caused by the Contractor) or by the willful destruction of the equipment by the Authorized User, clients, employees, or visitors. With respect to Repair for which the Contractor is not obligated under this section, the Authorized User will pay in arrears for any services at Contractor's time and material rates for any Authorized User approved Time and Material (T&M) Proposals.

### **3.5 Pre-Maintenance Repairs**

Once awarded a Contract by an Authorized User, the Contractor shall make an initial inspection of the Lift Equipment upon commencement of the Contract and report any deficiencies not previously identified by the Authorized User to the Authorized User. If any Repairs are identified within fifteen (15) calendar days of the commencement of the Mini-Bid Agreement, the Contractor shall submit a T&M Proposal using the Contractor's Time and Material rates; however, the Authorized User reserves the right to solicit offers from, and have corrections, or Repairs made by, other Contractors.

For Lift Equipment covered under a Full-Service Warranty Maintenance Plan, any Repairs not identified by the Contractor and reported to the Authorized User within the first fifteen (15) calendar days of the commencement of the Mini-Bid Agreement shall become the responsibility of the Contractor to Repair under the Full-Service Warranty Maintenance provision of the Contract.

If Lift Equipment was previously maintained by the same Contractor under a Full-Service Warranty Maintenance Plan, any deficiencies identified in the initial inspection that would have been covered under the Full-Service Warranty Maintenance provision of the last Contract or Mini-Bid Agreement shall become the responsibility of the Contractor to Repair under the Full-Service Warranty Maintenance provision of the Contract.

For all Pre-Maintenance Repairs, the Authorized User reserves the right to solicit offers from, and have the work completed by, other vendors.

### **3.6 Preventive Maintenance**

1. For both maintenance plans listed in Section 3.2, *Maintenance Plans*, Preventive Maintenance services are the process of inspection, routine examination, lubrication, cleaning and adjustment of parts, components, and/or subsystems for the purpose of ensuring acceptable performance in accordance with the specifications herein, the applicable ASME Code requirements and the manufacturer's specifications. Contractors shall perform the Preventive Maintenance tasks in accordance with the appendices listed below.

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators

Appendix E – Preventive Maintenance Specifications for Traction Elevators

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment

Authorized Users shall have the option of amending any of these appendices for their Mini-Bid Project Definition that shall be issued to all awarded Contractors for the Region being bid.

2. The maintenance tasks are to be completed without affecting the function and operation of the Authorized User. The scheduling of all maintenance and Repair tasks are to be pre-approved by the Authorized User. The Contractor shall contact the Authorized User at least 72 hours prior to the commencement of any scheduled maintenance work as a reminder.
3. The Contractor's not-to-exceed Monthly Maintenance Rate (Section 6.4.1, *Monthly Maintenance Rate*) established as a result of this Contract shall include the cost of all labor, overhead, materials and supplies to meet the Preventive Maintenance requirements including, but not necessarily limited to, the Preventive Maintenance requirements contained in the manufacturer's specifications, ASME A.17 and ASME A.18.1. It shall also include all ASME required Elevator testing and inspections and all administrative and reporting requirements.

4. Preventive Maintenance Checklist(s) shall be provided to the Contractor by the Authorized User after Contract award. Authorized Users have the option of using the Preventive Maintenance Checklists contained in the appendices below, issuing their own version, or accepting the Contractor's version of the checklist so long as it matches the Preventive Maintenance tasks assigned.

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators

Appendix E – Preventive Maintenance Specifications for Traction Elevators

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment

5. Contractor shall submit a completed Preventive Maintenance Checklist, in a format (i.e., digital, original paper, etc.) acceptable to the Authorized User, for the type of service (i.e., monthly maintenance, quarterly maintenance, semi-annual maintenance, or annual maintenance), and equipment that was serviced, at the end of each visit to the Authorized User representative, or their assigned designee, for review and signature prior to leaving the site. The checklists must be given to the Authorized User at the time of service/inspection, or other time at the discretion of the Authorized User, in order to invoice for the Monthly Maintenance Rate for the Lift Equipment being serviced. Should both the Authorized User representative and designee be unavailable prior to leaving the site, the Contractor shall submit the Preventive Maintenance Checklists via e-mail to the Authorized User representative, or his assigned designee, within 24 hours of leaving the site. The Elevator Mechanic must initial the Preventive Maintenance Checklist when each maintenance task is successfully completed for the equipment covered in the Preventive Maintenance service. If a specific piece of equipment was not serviced, or a task is not applicable to a specific piece of equipment, include on the checklist a written notation explaining the reason for non-service. The Authorized User assumes that any equipment listed in the checklist that is not initialed by the Elevator Mechanic, was not performed. The Contractor is required to provide written documentation describing why any task was not successfully performed. Successful completion and documentation, or written documentation justifying non-performance, for all tasks is required before invoices for Monthly Maintenance Rates will be paid (see Section 6.9, *Invoicing and Payment*).
6. Should the Contractor fail to perform the required maintenance tasks at the specified frequencies outlined in the Preventive Maintenance specifications appendices or if amended by the Authorized User in the Mini-Bid Agreement, the Authorized User reserves the right to make a deduction from the Contractor's monthly invoice per the schedule referenced in Section 6.11, *Liquidated Damages*.
7. In the event the Authorized User fully or partially suspends a Mini-Bid Agreement in accordance with Appendix B, Section 42, Suspension of Work, the Contractor shall not be responsible for Preventive Maintenance during the suspension period. Following the suspension, Contractor shall resume providing Preventive Maintenance pursuant to the Mini-Bid Agreement. The Contractor is not responsible to perform any Preventive Maintenance that would have been due during the suspension period.

### **3.7 Fireman's Recall Test**

Contractor shall have a maximum not-to-exceed Fireman's Recall Test Fee for Region(s) awarded.

All Hydraulic and Traction (geared and gearless) Elevators shall have the following ASME Code A17.1 service performed monthly:

1. Phase 1- EMERGENCY RECALL OPERATION:
  - a. Initiate by inserting key in key switch at lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to fully open. If test is for Phase I only, turn key to "OFF" position and remove.
2. Phase 2 - EMERGENCY IN CAR OPERATION:
  - a. Remove key from designated level key switch while still in the "ON" position. Push next floors car button. Push "Door Close" button and hold until doors are fully closed. When car stops at next floor, push "Door Open" button and hold until doors are fully opened. Return key to "OFF" position. Remove key, repeat for next elevator.

3. CLEAR: To clear Fireman's Recall Test, insert key into designated level key switch. Turn to "OFF" position and remove key.
4. Contractors are required to complete the Fireman's Recall Test checklist and submit it to the Authorized User after the completion of the test.

**Note:** The Authorized User may elect to have the Monthly Fireman's Recall Service performed by a third-party agent or performed by the Authorized User's safety and security personnel. The Contractor will be responsible to perform this service, unless otherwise notified by the Authorized User, in writing, not to perform the services.

### **3.8 Time and Material ("T&M")**

For reference purposes, a Time and Materials (T&M) Proposal Form (Appendix I) ("T&M Proposal") to Repair/replace materials that are not covered by the Basic Maintenance or Full-Service Warranty Maintenance plans is provided. The Contractor shall present, within two (2) business days, a completed T&M Proposal along with an itemized quote for material and labor to the Authorized User for any additional work not covered under the terms of this Contract. The Authorized User will decide how to proceed with all Repairs. The Authorized User can implement the Repairs using Contractor, Authorized User staff, or other Contracted labor, without penalty. The Authorized User also maintains the right to supply materials directly to the Contractor without penalty or charge. No work should commence without the prior approval of the Authorized User. Authorized User review and approval (signature of the Authorized User designee) are required for each item replaced/Repaired/supplied under the T&M allowance.

1. The Contractor will develop and submit a "Not to Exceed" cost for Repair, including labor and material. The use of a Subcontractor to complete Repairs for specialty work is acceptable and may be invoiced at the Contract labor rates in the Authorized User's Mini-Bid Project Definition or may be included in the material cost section subject to the material allowance in the Mini-Bid Agreement. Please note that if subcontractors are to be used, the requirements of Section 3.19, *Subcontracting of Work*, shall be met. Subcontractor costs under the material cost section must include a detailed breakdown of labor hours, labor rate (subject to prevailing wage requirements), and material costs. The Authorized User also maintains the right to request a T&M Proposal for Repairs and/or material during the term of the Contract without penalty or charge. The Contractor may contact the Authorized User to discuss the Repair before submitting the T&M Proposal; however, the Contractor shall provide written justification if a "Not to Exceed" quote is not provided within two (2) business days. If the Authorized User approves the T&M Proposal, the Contractor will be given written notification of the approved T&M Proposal, in a format to be determined by the Authorized User, to proceed with the work.

The Contractor shall perform the Repairs/Replacements within four (4) business days of receipt of the Authorized User written approval unless otherwise directed by the Authorized User. If the Repairs/Replacements cannot be performed within four (4) business days, the Contractor must notify the Authorized User in writing and provide just cause for any delay. Just cause for any delay may only include circumstances outside the control of the Contractor such as work on obsolete equipment and proprietary systems manufactured by others.

2. Any incurred cost over the approved "Not to Exceed" amount will not be paid.
3. If the Repair is of an urgent nature (if the failure of the equipment will impact safety or comfort or will consequently cause extensive or expensive damage or loss to other equipment and/or furnishings), the Contractor is to notify the Authorized User representative immediately. If necessary, the Authorized User will direct the Contractor to perform tasks on an emergency basis. Subsequent to the emergency service (including Callback Service as applicable), the Contractor shall develop and submit, on the completed T&M Proposal Form, a description of the emergency work performed with actual hours and material charged to the emergency work. All backup documentation described in Section 6.9, *Invoicing and Payment*, is required to be submitted with the emergency T&M for payment. The invoice for T&M work shall include documentation providing:

- a. The signed T&M Proposal Form;
  - b. An explanation and justification of the Repair tasks;
  - c. The actual labor hours and Mini-Bid Agreement hourly labor rate, including Repair service tickets;
  - d. The actual material cost and Mini-Bid Agreement material markup, including material receipts from suppliers;
  - e. The Authorized User's sign-in/out log (or other document as agreed to by the Authorized User), indicating time On-site applicable to the T&M project; and
  - f. Itemized invoices from subcontractors (as applicable).
4. Repair any and all damage caused by Contractor to the Authorized User's buildings or property at the expense of the Contractor, to the full satisfaction of the Authorized User.
  5. At the Authorized User's request, the Contractor shall provide training in elevator operation as required under the T&M allowance. This training shall include emergency lowering of the elevators, routine inspection requirements, starting and operating procedures, response to alarms, and problem diagnostics (controls/mechanical). Training is to be provided on a T&M basis either on or off-site as agreed to by Authorized User. The training shall be invoiced at the Elevator Mechanic Straight Time hourly labor rate from the Authorized User's Mini-Bid Project Definition.
  6. At the Authorized User's request, the Contractor shall submit a T&M Proposal to assist in any Lift Equipment related building/system shutdowns or maintenance.

### **3.9 Time and Material ("T&M") for Fire Alarm and/or Security System Installation**

The following tasks are to be performed after Authorized User approval of a T&M Proposal in the event of fire alarm and/or security system installation:

1. As required, and directed by the Authorized User, the Contractor shall coordinate with the Authorized User's fire alarm and/or security system vendor during the installation of a new fire alarm and/or security systems at the Authorized User's premises. The Contractor shall perform the following under the Time and Material provision of the Contract:
2. The following tasks are required to be performed at the elevator machine rooms, elevator pits, elevator shafts, and elevator cabs:
  - a. Elevator Contractor to provide access to pit, and top of shaft, for demo and/or installation.
  - b. Elevator Contractor to provide Elevator Mechanic to swing over primary recall to new system control relay.
  - c. Elevator Contractor to provide Elevator Mechanic to swing over alternate recall to new system control relay.
  - d. Elevator Contractor to provide Elevator Mechanic to swing over shunt relay to new system control relay.
  - e. Elevator Contractor to provide Elevator Mechanic to swing over shunt status to new system control relay.
  - f. Elevator Contractor to provide Elevator Mechanic to swing over alleviator room smoke relay to new system control relay.

**Note:** The existing fire alarm system may not currently provide a connection to the elevator controller for elevator machine room smoke. In addition, the existing elevator shunt controller may not provide a status to the existing system for shunt status.
3. Elevator Contractor to provide Elevator Mechanic to swing over existing phone jack in cab, and at elevator controller, in order to connect to new system.
4. Elevator Contractor to provide Elevator Mechanic to swing over existing speaker in cab, and at elevator controller, in order to connect to new system. **Note:** Speaker may not currently exist inside elevator cars. In that case, a new dedicated feed will need to be provided by the elevator Contractor inside existing travel cable.

### **3.10 Callback Service**

Callback Service is when the Authorized User has determined that the Contractor shall respond On-site to investigate and Troubleshoot improperly working Lift Equipment. The Contractor shall provide 24-hour-a-day, 7 days-a-week, Callback Service. In the event of Callback Service, a journeyman Elevator Mechanic will report to the site of the call when requested by the Authorized User, in accordance with the following schedule:

1. Within one (1) hour after receipt of Authorized User request for any stalled Lift Equipment containing a trapped passenger. In the event a passenger is trapped in stalled Lift Equipment, the procedures specified in the ASME A17.4, 'Guide for Emergency Evacuation of Passengers from Elevators' shall be followed.
2. Within two (2) hours after receipt of Authorized User request for any elevator(s) covered by the Contract. After discussion with the Contractor, the Authorized User may elect to have the Contractor report to the site within the first two (2) business hours of the next business day.
3. Only the Authorized User is allowed to alter the above Callback Service response time upon written notice to the Contractor.

The Contractor's time to appear On-site, investigate and Troubleshoot the reason for the Callback Service is included in the Contractor's Monthly Maintenance Rate. The Contractor may only invoice for Time and Material (T&M) (Section 3.8), to make Repairs resulting from Callback Service under the following conditions:

1. If the Lift Equipment is covered under a Basic Maintenance plan unless the callback is due to the fault or negligence of the Contractor, which shall be determined by the Authorized User; or
2. If the Lift Equipment is covered under a Full-Service Warranty Maintenance plan and the work performed is not the responsibility of the Contractor (e.g., Repairs for vandalism, fire, acts of God, or by the willful destruction of the equipment by the Authorized User, clients, employees, or visitors).

If any Lift Equipment experiences a repeat call within a seven (7) calendar day period, the Contractor shall dispatch another Elevator Mechanic or engineer to assist the regular Elevator Mechanic at no additional cost to the Authorized User. Should the same call for service reoccur within a 7-day period after the arrival of an additional Elevator Mechanic, the Contractor shall escalate the matter and dispatch a manager or equivalent along with any diagnostic equipment necessary to determine the root cause of the problem at no additional cost to the Authorized User.

The Authorized User will provide the Contractor with a list of individuals who are authorized to call for emergency Callback Services and the Contractor shall provide the Authorized User with the names, email addresses, and telephone numbers (home, cellular, and office) of the persons to be contacted for service. Both parties shall keep this list updated as required.

The Contractor will provide the Authorized User with a Monthly Callback Service Report by the 15<sup>th</sup> of each month listing the previous month's Authorized User's callbacks. The report is to include call back date of service; name of Authorized User representative caller, call-in time; Authorized User dispatch time; building/elevator number; nature of problem, the plan or resolution for return to service, and the corresponding T&M Proposal number (if any).

### **3.11 Lift Equipment Parts and Materials**

1. The appendices below contain a "Spare Parts List" that the Contractor shall maintain on site for each type of Lift Equipment.

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators

Appendix E – Preventive Maintenance Specifications for Traction Elevators

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment

The Contractor shall evaluate each specific installation to determine the additional spare parts inventory, if any, needed to be maintained on site in order to prevent downtime for spare parts procurement. The Contractor shall have and maintain on hand within the Region, or adjacent County, a supply of spare parts sufficient for the preventive maintenance and expedient emergency Repair of the Lift Equipment and shall also provide an adequate supply of tools to make Repairs without any undue delay.

2. At the Authorized User's location, the Authorized User shall provide sufficient metal storage cabinet space for spare parts and metal containers for the temporary storage of waste and other flammable materials. 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 Authorized User.
3. The Contractor shall not remove operating components from active Lift Equipment for the installation in non-functioning Lift Equipment for the purpose of Troubleshooting, unless pre-approved by the Authorized User.
4. All parts, materials, components, and equipment provided by the Contractor shall be new and of the same brand name and manufacturer, or an Authorized User pre-approved equivalent Replacement part. These parts, materials, components, and equipment shall be fully warranted (Replacement material and Replacement labor) by the Contractor to be free of defects (manufacturing and workmanship) for the term of the Mini-Bid Agreement. Any parts, materials, components, and equipment provided by the Contractor during the final one-year Contract period shall be fully warranted for a one-year period from the date of installation. **The Contractor is to provide the Authorized User with a list of all parts, including part numbers, that are replaced during the Preventive Maintenance Service. This list should be included in the maintenance checklists record of service.**
5. The Contractor shall provide all Replacement parts and equipment of every description. A Replacement part is an individual piece of the equipment; equipment is made up of several parts. 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 parts of equal or better quality are no longer available, an "equal" item may be acceptable, provided advance written approval of the item is obtained from the Authorized User. If no such "equal" item can be found, the Contractor shall refer to Section 3.14, *Component Obsolescence*.
6. All worn out, damaged and defective parts being replaced by the Contractor shall be presented to the Authorized User for inspection prior to Replacement. Authorized User retains right to keep all worn out, damaged and defective parts being replaced.

### **3.12 Safety Inspections and Tests (Excluding Fireman's Recall Test)**

1. All inspection and testing services identified in this section shall be included in the Monthly Maintenance Fee bid by the Contractor. No additional costs will be paid for inspections and testing outside of the Monthly Maintenance Fee, except for Fire Service Testing. The Contractor's Elevator Mechanic assigned to the Mini-Bid Agreement is required to attend these inspections at no additional cost to the Authorized User.
2. As required by ASME A17.1 and A18.1, all Lift Equipment shall be appropriately inspected by the Contractor every six (6) months. The Contractor shall periodically examine and test all safety devices, governors, oil buffers, etc. The Contractor shall make formal safety and test inspections as required and outlined in the current adopted edition of ASME A17.1 and A18.1. The Contractor shall furnish test and condition reports after each safety and test inspection using the Checklists for Inspection of Elevators or Checklists for Inspection of Escalators contained in the appendices below.

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators

Appendix E – Preventive Maintenance Specifications for Traction Elevators

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment

3. As required by ASME A17 and ASME A18, all Lift Equipment shall be appropriately tested by the Contractor annually, and additionally all traction and roped hydraulic elevators shall be tested every five (5) years. These tests shall be conducted in the presence of a Qualified Independent Elevator Inspector (QEI) that is

selected and paid for by the Authorized User. The Contractor shall provide any needed equipment to perform the pretest examinations and tests at no additional cost to the Authorized User. The Contractor shall provide all necessary weights and testing equipment, an adequate quantity of qualified journeyman Elevator Mechanics familiar with the equipment to perform tests and assist the QEI. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1 and A18.1. The Contractor shall furnish test and condition reports after each test using the checklists for inspection of elevators and escalators. 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 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 Lift Equipment, such Lift Equipment fails, Contractor shall continue the inspection/testing procedure with other Lift Equipment at the Authorized User's discretion so as not to delay the overall inspection/testing process. Contractor shall provide a separate crew to Repair deficiencies.

4. The Authorized User shall schedule the inspections and tests based on the date the last inspection and test were performed in each one of the Lift Equipment and availability of the QEI and Contractor. The Contractor will be allowed a fifteen (15) calendar day timeframe from the date of the last inspection and test are due to be available for the inspections and tests. The periodic inspections and tests shall be conducted during Business Hours unless otherwise approved by the Authorized User. Tests that require building shutdown will be scheduled outside of normal Business Hours with the Authorized User's authorization.
5. The Contractor shall provide skilled and competent mechanics to perform the tests and inspections, in accordance with the staff requirements. The tests and inspections shall be witnessed by the Authorized User's approved QEI, and the QEI shall 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 Authorized User will be contacted, and the Contractor shall be required to change the staff.
6. Should there be any delay of more than one-half (1/2) hour during testing, the Contractor is required to immediately contact the Authorized User, and failure to do so will result in the Contractor being responsible for the Authorized User's employees use of time, and the costs of the QEI (as determined by the Contract rates between the Authorized User and QEI). Otherwise, the QEI services shall be paid for separately by the Authorized User.
7. Upon receipt of the report from the QEI, the Authorized User will send the inspection report to the Contractor within three (3) business days of receiving the report. If the QEI identified deficiencies with any of the Lift Equipment that are not the responsibility of the Authorized User, the Authorized User will schedule a meeting with the Contractor to occur within ten (10) business days of said notification, to review the report and the Contractor shall provide the Authorized User a schedule which includes, but is not limited to, outlining the required scope of work and start and completion dates for the Repair work. For Lift Equipment covered by a Full-Service Warranty Maintenance plan, all work required as a result of maintenance deficiencies noted due to the testing/inspections shall be completed within thirty (30) business days of being notified by the Authorized User of the results of the testing/inspection. Only the Authorized User can make exceptions to the thirty (30) business day requirement. If the maintenance deficiencies are not corrected after thirty (30) business days, the Authorized User reserves the right, after written notification to the Contractor, to solicit offers from, and have deficiencies corrected by, other sources and deduct the cost of the corrections from money owed to the Contractor. These inspections do not absolve the Contractor of its responsibility to perform inspections or tests as required under ASME A17.1 and A18.1. The Contractor shall also present to the Authorized User during the ten (10) day meeting any T&M Proposals that were outlined in the report that fall outside of the Full-Service Warranty Maintenance plan. For Lift Equipment covered by a Basic Maintenance plan, the Contractor shall present to the Authorized User during the ten (10) day meeting any T&M Proposals that were outlined in the QEI report. The Contractor The T&M Proposals will follow the guidelines for review, approval, and performance as stated in Section 3.8, *Time and Material ("T&M")*.



8. The most current certificate of inspection shall be on display at all times within the Lift Equipment; or the certificate shall be available for public inspection in the office of the Authorized User's building operator.

### **3.13 Lift Equipment Downtime**

1. Only one (1) Lift Equipment shall be put out of service at any time for Preventive Maintenance unless approved by the Authorized User. The time of day that each Lift Equipment can be shut down for Preventive Maintenance shall be scheduled with the Authorized User to minimize the disruption caused by the Lift Equipment down-time. The Contractor shall inform the Authorized User of the reason(s) the Lift Equipment should be out of service and the reason(s) why and what time the Lift Equipment is expected to be put back in service for proper and safe operation. When a Lift Equipment is taken out of service for maintenance, a sign shall be placed at each opening stating, "This [elevator or escalator] is out of service, please use [elevator or escalator] No. \_\_\_\_."
2. In instances where the performance of the service by the Contractor requires the Lift Equipment to be out of service for a period exceeding sixty (60) minutes, the Contractor shall notify the Authorized User Representative. The Contractor shall provide to the Authorized User Representative the reason for keeping the Lift Equipment out of service for longer than sixty (60) minutes, and the estimated timeframe to return the Lift Equipment back to service.
3. The length of time that a Lift Equipment is out-of-service shall be measured by the Authorized User; beginning at such time that the Contractor or Authorized User notifies the other that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service. For purposes of assessing liquidated damages, unscheduled down-time of more than forty-eight (48) consecutive hours for any Lift Equipment shall apply, unless the Contractor has notified the Authorized User in writing to provide just cause to the Authorized User's satisfaction for any delay past forty-eight (48) consecutive hours returning the Lift Equipment to service. Just cause for any delay may only include circumstances outside the control of the Contractor.

### **3.14 Component Obsolescence**

Component obsolescence shall be defined as the inability to purchase, and/or otherwise Repair, parts of the system no longer produced by the original equipment manufacturer or a third-party after-market supplier. Claims of component obsolescence shall not be allowed when Replacement parts, components, or assemblies of equivalent design and functionality are available on the market.

In the event of component obsolescence, as defined in above paragraph, the condition shall be reported to the Authorized User with the following information:

1. Alternative equipment, or component parts renewal options, for the restoration of the system due to obsolescence.
2. Procurement and installation time for restoration of system service.
3. Any safety code requirements that will be triggered by the alternative equipment, or component renewal (i.e., including filing, tests, and approvals).
4. Certification by the manufacturer of the Replacement parts that the parts meet or exceed the original equipment design intent including, but not limited to, durability, reliability, maintainability, longevity, and safety. Certification may take the form of a letter from the original equipment manufacturer.

Any necessary Repairs for obsolescence work shall be submitted under Section 3.8, *Time and Material ("T&M")*, of the Contract. The Contractor shall submit a Time and Material (T&M) Proposal to the Authorized User for approval prior to performing any Repairs. The T&M Proposal must include a detailed explanation of the obsolescent part, the alternative equipment or component, and any necessary retrofitting required. The approval and payment of the T&M scope of work Repair shall be based on the following:

1. The cost of the alternative equipment, or component parts, and any miscellaneous material necessary for Repairs, or retrofitting, to replace an obsolete part, will be paid by the Authorized User in a T&M Proposal and will be listed in detail as a material cost subject to the material cost markup.
2. The additional labor hours and costs necessary for any modifications, retrofits, and other additional work deemed necessary to install the Replacement of obsolete parts, or renewal components, that are above and beyond the time that would be normally necessary for installing a standard manufacturer's Replacement part or component, to complete the Repairs. For Lift Equipment covered by a Full-Service Warranty Maintenance plan, the Contractor is responsible for the labor hours that would be normally necessary if a manufacturer's Replacement component was available and installed.

### **3.15 On-site Work**

Services performed On-site by Contractor's employees, subcontractors, or agents shall be rendered in accordance with the following requirements:

1. The Contractor shall be completely responsible for all performed work, including the work of all subcontractors, including any damages or breakdowns caused by the failure to take appropriate action.
2. The Contractor is responsible for taking all necessary precautions to avoid damage to the Authorized User's equipment or facilities. Should any damage occur due to the Contractor's operations, the Contractor shall immediately notify the Authorized User Representative, and shall Repair/replace the damaged property at the Contractor's own expense.
3. Repairs and maintenance are to be performed with equipment properly tagged and locked out. The equipment is to be disabled and all switch, or switchgear, surveyed and positioned to prevent shock hazards and the release of stored energy. Ensure that site personnel are aware of equipment status and potential hazard.
4. The Contractor is required to follow all applicable Authorized User rules and regulations.
5. Report to the Authorized User any situations or observations which could adversely affect the safety of Authorized User staff, building occupants, or the operation of the Lift Equipment.
6. The Contractor's Elevator Mechanics, Elevator Apprentices, subcontractors, and their associated personnel shall follow all check in/check out procedures, including the signing of building logs when required, in accordance with the Authorized User's procedures and guidelines. Failure to follow check in/check out procedures, whether intentional or not, shall be understood to mean that services were not performed.
7. The Authorized User shall not be liable for any expense incurred by the Contractor because of any traffic infraction or parking violations attributable to employees of the Contractor.
8. The Authorized User reserves the right to reject and bar from their facilities any employee hired by the Contractor for legitimate reasons including, but not limited to, performance or security-based issues.
9. All Lift Equipment machine rooms, hoist ways, pits, and Lift 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. Pits and machine spaces shall be kept dry and clean. Lift Equipment exposed to outside elements (snow, leaves, mulch, dirt, etc.) are the responsibility of the Contractor to keep clean and operational.
10. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Authorized User Representative, or designee, for all commonly used products and shall provide a separate listing of the 1-800 emergency telephone numbers for all products.
11. The proper off-site disposal of all waste oil, empty containers and other waste material shall be the responsibility of the Contractor. Contractor is to provide to the Authorized User all required Federal, State and Local documentation required (waste manifests, bills of lading, etc.) for disposal of any hazardous, and/or regulated waste.

12. The Contractor will use reasonable care to minimize the risk that its work poses to the environment, the customers, the general public and the contract employees.
13. The Contractor shall immediately notify the Authorized User Representative in writing of any indication of underground oil seepage which may be attributed to a leaky underground hydraulic cylinder.
14. Cooperate with Authorized User administrators and personnel to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removing of all materials and equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust, or accumulated debris or the undue interference with the convenience, sanitation or routine of the Authorized User (and to prevent the loss of, or damage to property of Authorized User or its employees).

### **3.16 Staffing**

1. All Elevator Mechanics assigned to work under the Contract must have a New York State Elevator Mechanic License (<https://dol.ny.gov/elevator-licensing-information>) and shall be skilled and competent journeyman. Elevator Mechanics directly employed or supervised by the Contractor or an approved subcontractor both of whom shall be licensed by New York State. Elevator Apprentices may be used, provided they are always under the direct supervision of a journeyman Elevator Mechanic on site. Direct supervision means working under constant guidance or simultaneously with a journeyman licensed Elevator Mechanic. All journeyman Elevator Mechanics also shall have a minimum of three (3) years of experience maintaining Lift Equipment. Sufficient personnel shall be assigned to meet the requirements of the Mini-Bid Project Definition.
2. For Authorized User Mini-Bid Agreements with a total value of \$250,000 or more, Article 8 §220-h of New York State Labor Law requires the Contractor's and/or subcontractor's employees who will perform service under the Contract must be certified as having completed an OSHA 10 safety training course before they can perform any work under this Contract. When applicable, the Contractor must attach a copy of proof of completion of the OSHA 10 Course for each employee on the first certified payroll submitted to the Authorized User and on each succeeding payroll where any new or additional employees are first listed. **If OSHA 10 Compliance applies, then the above information is a deliverable of this Contract and a condition of payment.**
3. If required in the Mini-Bid Project Definition, the Contractor shall provide proposed staffing information with their Mini-Bid response (including but not limited to the names of Elevator Mechanics, their years of experience, etc.) that may be evaluated by the Authorized User as part of their award methodology.
4. Contractor shall provide proof of licensing of their Elevator Mechanics to Authorized Users with their Mini-Bid responses and upon request by the Authorized User any time during the term of the awarded Mini-Bid Agreement.
5. Authorized Users reserve the right to conduct a security background check or otherwise approve any employee, subcontractor or agent furnished by Contractor and to refuse access to or require Replacement of any personnel for cause based on, including but not limited to, professional, technical, or training qualifications, quality of work or change in security status or non-compliance with the Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Authorized User reserves the right to reject and/or bar from the Authorized User's premises for cause any employee, subcontractor, or agents of the Contractor.
6. For any updates or changes that occur regarding a Contractor's Elevator Mechanic's qualifications (including, but not limited to, licenses, certifications, and training), emergency telephone numbers, or emergency contacts, the Authorized User must be notified by the Contractor within 24 hours.

### **3.17 On-site Elevator Mechanic**

When the scope of the Mini-Bid Project Definition justifies a continuous presence at the work site to perform preventive maintenance and Repairs, the Authorized User may require that an On-site Elevator Mechanic be

stationed at the facility for a specified amount of time each workday. All requirements for an On-site Elevator Mechanic, including the minimum amount of time that the Elevator Mechanic must be present, shall be specified in the Mini-Bid Project Definition. All costs for the On-site Elevator Mechanic shall be included in the Monthly Maintenance rate bid, and no additional reimbursement will be made for the On-site Elevator Mechanic.

### **3.18 Scheduled Building Shutdowns**

An Elevator Mechanic shall be required to be on site during all building shutdowns. Scheduled shutdowns typically occur during non-business hours (i.e.: 5:00 pm to 7:00 am business days, 24 hours on weekends and holidays), last for a duration of approximately eight hours and there are typically two scheduled building shutdowns each year. The cost of labor for shutdowns will be included in the price bid for the Monthly Maintenance Fee.

### **3.19 Subcontracting of Work**

OGS considers the Contractor to be the sole Contractor with regard to all provisions of this Contract. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Contract. The Contractor accepts full responsibility for the actions of all employees or subcontractor/subcontractor's employee(s) who carry out any of the provisions of this Contract. All subcontractors are subject to the same terms and conditions of the Contract as the Contractor including, but not limited to, sign in/out requirements, prevailing wage requirements, certified payroll, and all other terms and requirements included in the Contract.

At the discretion of the Authorized User, a limit may be placed on the total value of all subcontracting work during the term of each Mini-Bid Agreement, exclusive of New York State certified MWBE firms. If such a limit is imposed, it shall be specified in the Mini-Bid Project Definition and expressed as a not to exceed percentage of the total Mini-Bid Agreement value.

If subcontractors are to be used for the performance of services covered by the Monthly Maintenance Fee, it is understood that the bid price includes the cost of the subcontractor, and no additional compensation will be allowed. If subcontractors are to be used for the performance of Time and Material (T&M) Repairs, all pricing and associated terms and conditions established under the Mini-Bid Agreement shall apply.

For Time and Material (T&M) Proposal Repairs for "specialty work" (work that falls outside of the normal scope of work for the trade included in this Contract, i.e., motor work, rigging, etc.), the use of a Subcontractor is acceptable. The cost of this work may be invoiced at the Contract Straight Time Hourly and Overtime Hourly labor rates as applicable or may be included in the material cost section subject to the Material Markup. Subcontractor costs charged as a material cost must include a detailed breakdown of the labor hours, labor rate (subject to prevailing wage requirements), and material costs.

During the term of this Contract and before any part of the any Mini-Bid Agreement is subcontracted, the Contractor shall submit to the Authorized User, in writing, the name of each proposed subcontractor and obtain written consent for the use of each subcontractor. This information shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor by the Authorized User without causing delay in the specific work to be performed, and the Contractor shall promptly furnish such information as the Authorized User or his/her designee may require concerning the proposed subcontractor's ability and qualifications.

### **3.20 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 Monthly Maintenance Rate.
2. Upon award of a Mini-Bid Agreement and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User Representative. This meeting shall include, but is not limited to:
  - a. A review of the Preventive Maintenance tasks and required inspections/tests including their scheduling to be approved by the Authorized User.
  - b. A review of all Authorized User facility use rules.

- c. An introduction for each respective Authorized User organization, chain of command, etc.
3. Unless otherwise directed by the Authorized User, there shall be monthly job meetings as scheduled by the Authorized User, held at the Authorized User's location with the Contractor and primary site Elevator Mechanic for the following purposes:
  - a. Review job progress, past performance, outstanding deficiencies, outstanding T&M work, 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 Mini-Bid Project Definition progresses on schedule to on time completion.
  - d. Maintain a sound working relationship between the Contractor and the Authorized User, and a mutual understanding of the Mini-Bid Project Definition requirements.
  - e. Maintain sound working procedures.
  - f. Resolve any invoicing and payment issues.

### **3.21 Documentation and Record Keeping**

The Contractor shall maintain the following paper (hard copy) documentation and records On-site, for the use of the QEI and Authorized User:

1. Wiring diagrams
2. Code identified written and unique procedures
3. Code identified checkout procedures
4. Emergency elevator evacuation procedure
5. Time and Material (T&M) Repair records
6. Parts and equipment Replacement records
7. Oil usage records
8. Periodic Tests records
9. Replacement criteria compliance records in accordance with ASME A17.6
10. Callback records

The Contractor shall also maintain the following documentation and records On-site in the elevator machine room:

1. Equipment cleaning procedures shall be posted in a transparent enclosure for protection.
2. Preventive Maintenance records

In addition, upon request, the Contractor shall provide the Authorized User with the manufacturer's preventive maintenance recommendations and the preventive maintenance requirements from the latest adopted editions of ASME A17 and ASME A18.1 for the equipment covered under this Contract.

### **3.22 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 Lift Equipment unless authorized in writing by the Authorized User's Representative. The Contractor shall submit any such proposed change to the Authorized User's Representative for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of and justification for 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 Authorized User with three exact copies of as-built drawings of the modifications including a complete description of the changes. The cost for all drawings and wiring diagrams shall be included in the Monthly Maintenance Fee.

### **3.23 Schematic Wiring Diagrams**

The Contractor shall maintain a complete set of current, legible schematic wiring diagrams in each machine room for the Lift Equipment contained therein. Should Schematic Wiring Diagrams be unavailable or are unable to be retrieved from the previous Contractor, the Authorized User may specify in their Mini-Bid Project Definition the

need for Replacement diagrams, and the Contractor shall provide them as a pre-maintenance Repair item. All schematic diagrams shall become the property of the Authorized User, and the cost for schematic wiring diagrams, except for those agreed to be provided as a pre-maintenance Repair item, shall be included in the Monthly Maintenance Fee.

### **3.24 Examination of Buildings, Lift Equipment to be Serviced and Contract Documents**

Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work during the mandatory site visit during the Mini-Bid process 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 Mini-Bid Agreement is to be executed.

The Authorized User's interpretation of specifications shall be final and binding upon the Contractor.

### **3.25 Performance Evaluations**

The Contractor's performance shall be monitored by the Authorized User to ensure that all work is performed in accordance with these specifications and/or the specifications established in a Mini-Bid Project Definition. In cases of poor Contract performance, an Authorized User shall submit a deficiency report using the Centralized Contract's Performance Survey to the Office of General Services. Should a Contractor receive three deficiency reports from Authorized Users documenting unsatisfactory performance, OGS reserves the right to suspend the Contractor from participating in future Mini-Bids in either a specific facility, Region or on a statewide basis at the discretion of the Commissioner.

Benchmarks for evaluating the Contractor's performance include, but are not limited to, the following items:

1. Completion of the scheduled Preventive Maintenance and Time and Material (T&M) work.
2. Completion of Preventive Maintenance checklists for the Lift Equipment.
3. Timely completion of all work required as a result of maintenance deficiencies noted as a result of the Authorized User's Qualified Elevator Inspector (QEI) testing/inspections or maintenance auditing.
4. Down-time of not more than six (6) business days per year per piece of Lift Equipment. Down-time means the length of time that a piece of Lift Equipment is out-of-service. The length of time that a piece of Lift Equipment is out-of-service shall be measured by the Authorized User; beginning at such time the Authorized User Representative notifies the Contractor that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service. In the event that Contractor is delayed beyond Contractor's control in being able to place the Lift Equipment back into service, Contractor shall provide the Authorized User 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, Authorized User may interrupt the total "down-time" duration. The "down-time" is exclusive of acts of God, fire, vandalism, willful destruction of the equipment by the Authorized User, clients, employees, or visitors.
5. Responsiveness to Callback Services placed by the Authorized User in compliance with the timeframe established on Section 3.10, *Callback Service*.
6. The Contractor's failure to Repair or correct deficiencies detected during the performance of the Preventive Maintenance or reported to the Contractor by the Authorized User Representative.
7. Contractor compliance with Section 6.9, *Invoicing and Payment*, and whether Contractor repeatedly submits incomplete or incorrect invoices along with failure to submit the required supporting documentation.

### 3.26 Authorized User Inspection of Work

The quality of service will be subject to inspection by the Authorized User or Authorized User's designee at any time. Should it be found that the quality of services being performed is not satisfactory to the Authorized User, and that the requirements of the specifications are not being met, the Authorized User may terminate the Mini-Bid Agreement for cause and submit a deficiency report using the Centralized Contract's Performance Survey to the Office of General Services.

### 3.27 Mini-Bid Agreement Close-Out Inspection and Repair

The Authorized User may at its sole discretion elect, at least ninety (90) days prior to the expiration of the Mini-Bid Agreement, to have the Contractor and the Authorized User's Representative, or designee, undertake a complete examination of the Lift Equipment covered under the Mini-Bid Agreement. The Authorized User shall coordinate and schedule the examination with the Contractor. The Authorized User, at its own expense, reserves the right to contact a QEI if such an examination is warranted, or use the most recent QEI inspection report. The Authorized User, with the assistance of the QEI, shall prepare an existing deficiency report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies prior to the expiration of the Mini-Bid Agreement or risk penalties.

For Lift Equipment covered under Full-Service Warranty Maintenance plans, the Authorized User, after written notice to the Contractor, will hold the last two invoices, for the two months prior to Contract expiration, until all deficiencies covered under the Full-Service Warranty Maintenance provision and those identified in the existing deficiency report, or the most recent QEI Inspection Report, are completed and verified by the Authorized User. The held monthly invoices will not be subject to late payment interest provisions. Upon completion of all identified Contractor responsible deficiency items, the Authorized User will release payment of the held monthly invoices. If the deficiencies are not completed by the Contractor prior to Contract expiration, the Authorized User reserves the right to refuse payment of the two held monthly invoices and use the invoice funds to complete these deficiencies through another elevator provider.

### 3.28 Deliverables

The Contractor shall provide the following plans, services, requests, and reports to the Authorized User Representative within the timeframe shown below.

Deliverable	Date of submission and/or completion of work	Frequency
Completion of Pre-Maintenance Repairs Identified by Authorized User in Mini-Bid Project Definition (if applicable)	30 (thirty) days after commencement of a Mini-Bid Agreement or as otherwise agreed to by the parties	Once at the commencement of a Mini-Bid Agreement, unless otherwise stated in the Mini-Bid Project Definition
Identification of Needed Pre-Maintenance Repairs by Contractor	Fifteen (15) days upon commencement of Mini-Bid Agreement	Once at the commencement of a Mini-Bid Agreement
Preventive Maintenance Checklists	Upon completion of Preventive Maintenance tasks	According to Preventive Maintenance Schedules
Fireman's Recall Test Checklist (if applicable)	Upon completion of Fireman's Recall Test	Monthly as directed by Authorized User
Submission of Time and Material (T&M) Proposal	Two (2) business days for Authorized User review/approval	Upon determination that Repair or Replacement is needed and falls under T&M Contract provision
Completion of Repairs and Replacements	Four (4) business days of receipt of Authorized User approval	As needed
Monthly Callback Service Report	By the 15 <sup>th</sup> of each month for the preceding month	Monthly

Deliverable	Date of submission and/or completion of work	Frequency
Invoices for Monthly Maintenance Rate, Fireman's Recall Tests (if applicable), and Time and Material (T&M) work (if applicable)	Monthly	Monthly (invoices for T&M shall be sent separately)
Completion of ASME Inspections and Testing	Within fifteen (15) days from the deadline from the performance of the last inspection or test performed.	Scheduled according to ASME A17 & ASME A18 requirements
Correction of deficiencies/violations identified by the Qualified Elevator Inspector	Within thirty (30) days after the report is received from the Authorized User	On demand

#### 4. RESERVED RIGHTS

##### 4.1 Authorized User Reserved Rights

The Authorized User issuing a Mini-Bid Project Definition hereunder reserves the right, in its sole discretion, to:

1. Reject any or all Mini-Bids received in response to the Mini-Bid Project Definition;
2. Withdraw the Mini-Bid Project Definition at any time at the sole discretion of the Authorized User;
3. Make an award under the Mini-Bid Project Definition in whole or in part;
4. Disqualify any contractor whose conduct and/or Mini-Bid fails to conform to the requirements of the Mini-Bid Project Definition;
5. Seek clarifications and revisions of the Mini-Bid
6. Amend the Mini-Bid Project Definition prior to the Mini-Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
7. Direct contractors, prior to the Mini-Bid opening, to submit Mini-Bid modifications addressing subsequent Mini-Bid Project Definition amendments;
8. Change any of the schedule dates with notification through the NYS Contract Reporter, if applicable;
9. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective contractors;
10. Waive any requirements that are not material;
11. Utilize any and all ideas submitted in the Mini-Bids received;
12. Adopt all or any part of a contractor's Mini-Bid in selecting the optimum configuration;
13. Negotiate with a contractor within the Mini-Bid Project Definition requirements to serve the best interests of the Authorized User. This includes requesting clarifications of any or all Mini-Bid responses;
14. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a contractor's Mini-Bid and/or to determine a contractor's compliance with the requirements of the Mini-Bid Project Definition;
15. Select and award the Mini-Bid Agreement to other than the selected contractor in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Mini-Bid Project Definition;
16. Accept and consider for Mini-Bid Agreement award Mini-Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
17. Use any information which the Authorized User obtains or receives from any source and determines relevant, in the Authorized User's sole discretion, for the purposes of bid evaluation and contractor selection;
18. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the Authorized User or the contractor;
19. Reject an obviously unbalanced Mini-Bid as determined by the Authorized User; and
20. Conduct Contract negotiations with the next Contractor, should the Authorized User be unsuccessful in negotiating with the selected contractor;



21. Make no award for any Product, Region, or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive pricing, a change in Authorized User requirements and/or Products, or an error in the Mini-Bid Project Definition (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Mini-Bids may be made on the remaining Products, Regions, or lots.
22. Offer a Contractor the opportunity to provide supplemental information or clarify its Mini-Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing.
23. If applicable, Award Mini-Bid Agreements on a rolling or staggered start basis, either in whole or in part. Mini-Bid Agreements awarded in this method shall be coterminous with the first Mini-Bid Agreement awarded.

#### **4.2 Additional Authorized User Reserved Rights**

In addition to the above reserved rights, the Authorized User shall have the following additional reserved rights:

1. To add requirements to the Mini-Bid Project Definition and resulting Mini-Bid Agreement that are more advantageous than the terms and conditions established within this Contract;
2. To disallow subcontractors proposed to be used by the Contractor on an Authorized User's site and to approve any subcontractors proposed to be used by the Contractor on an Authorized User's site.
3. To request the Contractor's insurance policy language for purposes of substantiating compliance with Attachment 2 - *Insurance Requirements*, or such other insurance requirements, as required by the Authorized User as part of a Mini-Bid Project Definition;
4. Conduct Contract negotiations with the next responsible contractor responding to a Mini-Bid Project Definition, should the Authorized User be unsuccessful in negotiating with the selected contractor;
5. To, in the event of two or more tied quotes in response to a Mini-Bid Project Definition where Financial/Cost had a weight of 100%, ask each contractor to submit a best and final quote by a specified date and time. The pricing submitted must be lower than the initial pricing.
6. If, in the first six months from the Mini-Bid Project Definition due date, the Mini-Bid Agreement with the originally awarded contractor is terminated, the Authorized User may go to the next lowest scored contractor(s) to offer them the engagement if they are willing to honor the prices quoted by the originally awarded contractor. If the contractor(s) decline, a new Mini-Bid Project Definition must be issued to acquire services.
7. Additional terms and conditions may be allowed as part of Contractor's response to an Authorized User's Mini-Bid Project Definition and incorporated into the Authorized User Agreement provided that all of the following conditions are met:
  - a. The Contractor identifies such terms and conditions in Contractor's response to the Authorized User's Mini-Bid Project Definition; and
  - b. Such terms and conditions do not contradict or violate any of the terms and conditions of the Contract, and/or are more advantageous to the Authorized User and the State than those set forth in the Contract; and
  - c. Such terms place no additional liability or responsibility on the Authorized User or the State; and
  - d. The Authorized User acknowledges in writing that it accepts such additional terms and conditions.

### **5. METHOD OF AWARD**

#### **5.1 Periodic Recruitment**

This Contract allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Regions covered by the scope of their awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period. If a Contractor is deemed non-responsive for one or more Regions but is awarded a Contract for at least one

Region, then the Contractor can request to add a Region during the Contract term in accordance with Section 6.30, *Request to Add a Region to an Existing Contract*.

## **5.2 Procurement Instructions for Authorized Users**

Authorized Users shall procure services following the process detailed in Appendix H – Mini-Bid Project Definition for selecting a Contractor. The Mini-Bid Project Definition shall include an overview of the Mini-Bid process, an overview of the services required including a description of the Lift Equipment, the required Maintenance Plan(s), and Time and Material (T&M) estimates. A Mini-Bid Project Definition shall be sent to all vendors awarded a Contract in the Region where Authorized User's applicable facility is located. The Mini-Bid Project Definition process shall be performed for all transactions made under this Contract except as detailed in Section 4.2, *Authorized User Reserved Rights*. A Mini-Bid Project Definition template and "How to Use" instructions will be provided by OGS on the Contract website for use by all Authorized Users.

Contractor must disclose prior to acceptance of a Mini-Bid Agreement any forms or other information that Contractor wishes to attach to orders or require to be completed with Authorized User purchases. Documents which contain additional terms or conditions must receive preapproval by the Authorized User. Additional terms and conditions that were not pre-approved by the Authorized User or which conflict with the Contract terms and conditions are void and unenforceable at the sole discretion of the State.

During Contractor performance, Contractor questions, clarifications, and/or disputes arising from an Authorized User's Mini-Bid Project Definition and/or Contractor selection are to be reviewed and resolved by the Authorized User and the Contractor, and not by OGS Procurement Services.

Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly § 162, regarding commodities/services provided by preferred source suppliers.

Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.

## **6. TERMS AND CONDITIONS**

### **6.1 Contract Term and Extensions**

The Contract will be in effect for a term of up to five years. The Contract term shall commence after all necessary approvals and shall become effective upon the date of OSC approval of the final executed documents.

All OGS Centralized Contracts resulting from the Solicitation shall have a co-terminus end date, including those Contracts awarded during any subsequent periodic recruitment. At the State's option, the Contract may be extended for five (5) years, in increments as deemed to be in the best interest of the State. Whether the optional extensions are exercised is at the sole discretion of the State. A Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to the approval of OSC and any additional applicable statutory and policy requirements. Any extensions provided under this section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*.

The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose Contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as

defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g., changes in minimum, prevailing or living wages, or regulated services).

## **6.2 Term of Mini-Bid Agreements**

Mini-Bid Agreements awarded during the term of this Contract may have a total term of one month up to five years, including any extensions. Furthermore, the end date of the Mini-Bid Agreement with a start date prior to the end date of this Contract may be up to three (3) years past the end date of this Contract provided that the total term of the Mini-Bid Agreement does not exceed five years, including any extensions. This term duration allows an Authorized User the ability to maximize the service offered by this Contract.

By written notice, an Authorized User may terminate a Mini-Bid Agreement at any time for convenience upon thirty (30) calendar days written notice or other specified time period of at least thirty (30) calendar days without penalty or other early termination charges due. Such termination of the Mini-Bid Agreement shall not affect the Contract or any other project or Purchase Order that has been issued under the Contract. If the Mini-Bid Agreement is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables for which payment is made.

## **6.3 Short term Extension**

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a Replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 90 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 180 calendar days in lieu of 90 calendar days. However, this extension automatically terminates should a Replacement Contract be issued in the interim.

## **6.4 Price**

This Contracts is subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B - OGS General Specifications. 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, rejection of bid in response to an Authorized User Mini-Bid Project Definition, suspension, or termination of Contract.

Centralized Contract Rates shall include all administrative, reporting, or other requirements, all overhead costs and profit, all travel expenses including mileage and fuel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. The Centralized Contract Rates are the maximum not-to-exceed rates and markups that the Contractor can bid during subsequent Mini-Bid Project Definitions; however, a Contractor may submit lower pricing in response to an Authorized User's Mini-Bid Project Definition.

Pricing is shown on Attachment 1 – *Pricing*, which indicates the Regions and maximum not-to-exceed pricing information.

### **6.4.1 Monthly Maintenance Rate**

The Contractor shall provide not-to-exceed maximum Monthly Maintenance Rate for each maintenance plan for each type of Lift Equipment listed below within a Region in accordance with Section 3.2, *Maintenance Plans*. Pricing shall include all labor and materials required to provide the Preventive Maintenance, Callback Service, inspection and testing services, Repair/Replacement services (Section 3.4, *Full-Service Warranty Maintenance*), all administrative, reporting, or other requirements, all overhead costs and profit, all travel expenses including mileage and fuel costs, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

1. Basic Maintenance for Traction Elevators

2. Basic Maintenance for Hydraulic Elevators
3. Basic Maintenance for Escalators
4. Basic Maintenance for Miscellaneous Lift Equipment
5. Full-Service Warranty Maintenance for Traction Elevators
6. Full-Service Warranty Maintenance for Hydraulic Elevators
7. Full-Service Warranty Maintenance for Escalators
8. Full-Service Warranty Maintenance for Miscellaneous Lift Equipment

#### **6.4.2 Fireman's Recall Testing Fee**

The Contractor shall provide a not-to-exceed maximum Fireman's Recall Testing Fee for the performance of the monthly "manual test" of the Phase I and Phase II Fire Service Testing in accordance with Section 3.7, *Fireman's Recall Test*. This fee shall be on a per month basis per elevator and shall include all costs associated with performance of the tests.

#### **6.4.3 Hourly Labor Rates**

For each Region awarded, the Contractor shall provide the following maximum not-to-exceed hourly labor rates to perform Time and Material (T&M) Repairs and Replacements (Section 3.8):

1. Elevator Mechanic Straight Time Hourly Rate
2. Elevator Mechanic Overtime Hourly Rate
3. Elevator Apprentice Straight Time Hourly Rate
4. Elevator Apprentice Overtime Hourly Rate

Straight time is defined as an eight (8) hour day Monday through Friday. Overtime includes all other times such as NYS Holidays and weekends except hours/days indicated as Straight Time.

#### **6.4.4 Material Markup**

For each Region awarded, the Contractor shall provide a percent markup over the actual cost of the materials used for Time and Material (T&M) Repairs (Section 3.8) and Replacements. The Material Markup shall include all costs such as freight, overhead, profit, etc. and no additional compensation will be allowed in addition to the Material Markup bid.

#### **6.5 CPI Price Update**

On each anniversary date of the commencement of the Contract, the Contractor may request a rate change (increase or decrease) for the Centralized Contract Monthly Maintenance Rate, Fireman's Recall Test Fee, Elevator Mechanic Straight Time Hourly Rate, Elevator Mechanic Overtime Hourly Rate, Elevator Apprentice Straight Time Hourly Rate, and Elevator Apprentice Overtime Hourly Rate based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers (CPI-U), Not Seasonally Adjusted, Northeast Region, All Items (Series Id: CUUR0100SA0); as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at [www.bls.gov](http://www.bls.gov).

The Contractor is solely responsible for notifying OGS Procurement Services that the Contractor wishes to receive the CPI rate change and to submit a request for the adjusted rate on the applicable Contract commencement anniversary date; and Contractor shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to OGS Procurement Services as appropriate. Should the Contractor fail to make a request and submit supporting documentation to OGS Procurement Services within ninety (90) days 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.

Requests from Contractor(s) for price increases at any other time shall not be granted. No price adjustments will be granted to any Contractor who has outstanding sales reports, proof of insurance or any other documentation that is required under the resulting Contract.

Contractors shall be permitted to reduce their pricing any time during the Contract term.

Adjustments made to Centralized Contract Rates by OGS Procurement Services will not automatically impact pricing on an established Mini-Bid Agreements.

Only after the Contractor has secured approval from OGS Procurement Services of an annual rate change to the Centralized Contract Rates can the Contractor make a similar request to Authorized Users to adjust rates on Mini-Bid Agreements. On each annual anniversary date of the Contract Award for a Mini-Bid Agreement, the Contractor may request a rate change to the Mini-Bid Agreement Monthly Maintenance Rate, Fireman's Recall Test Fee, Elevator Mechanic Straight Time Hourly Rate, Elevator Mechanic Overtime Hourly Rate, Elevator Apprentice Straight Time Hourly Rate, and Elevator Apprentice Overtime Hourly Rate using the same methodology. Mini-Bid Agreement rates shall not exceed the Centralized Contract Rates. Requests from Contractor(s) for price increases at any other time shall not be granted by either OGS Procurement Services or the Authorized User.

Contractor shall not increase their prices to an Authorized User without previously requesting and obtaining written approval from first OGS Procurement Services, and then the Authorized User. Should the Contractor overcharge an Authorized User at any time, they shall be subject to paying back the overcharges in any reasonable format and/or timeframe that the Authorized User deems acceptable.

In addition, the Contractor may reduce rates or markups at any time, by submitting a request to OGS Procurement Services and/or the Authorized User.

Price adjustments using the CPI involve changing the base payment by the percent change in the level of the CPI for the current year compared to the previous year. This is calculated by first determining the index point change between the two readings and then the percent change. The price adjustment shall be calculated as follows: Take the CPI value for the 3rd month prior to the current Contract anniversary date and subtract the CPI value for the 3rd month prior to the previous anniversary date (15 months prior to the current Contract anniversary date) [e.g.: If the Contract commenced in December, take the September CPI value of the current year, and subtract the September CPI value of the previous year]. That difference is then divided by the previous period CPI value and this result is then multiplied by 100 to equal the percent change which is the price adjustment value. This percentage change (increase or decrease) shall be applied to the next Contract year, upon release of a Contract Addendum from OGS Procurement Services.

The following example illustrates the computation of percent change for a hypothetical April 2016 anniversary calculation:

CPI for current period (January 2016)	185.2
Less CPI for previous period (January 2015)	181.7
Equals index point change	3.5
Divided by previous period CPI	181.7
Equals	0.0192
Result multiplied by 100	<u>0.019 x 100</u>
Equals percent change/ price adjustment value	1.9

## 6.6 Ordering

If applicable, Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

## **6.7 Purchasing Card Orders**

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges, or other fees

## **6.8 Minimum Order**

There is no minimum order for this Contract.

## **6.9 Invoicing and Payment**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing and Prevailing Wage Rates – Public Works and Building Services Contracts*. Invoices for Preventive Maintenance and the Fireman's Recall Test (if applicable) shall be submitted monthly. Invoices for approved Time and Material (T&M) Proposals shall be submitted separately.

The Authorized User may, at its discretion, withhold any payment due under this Contract until such time as the Contractor has submitted to the Authorized User all deliverables, including reports, which are due prior to invoice submission. In the event that a piece of Lift Equipment has been out of service for the period covered by the billing period of the monthly invoice for reasons other than those beyond the Contractor's control (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.), then the Contractor shall not invoice for the Monthly Maintenance Rate and Fireman's Recall Test (if applicable) for that piece of Lift Equipment.

In the event that the Contractor submits an inaccurate or incomplete invoice, the Authorized User may refuse to pay the invoice and may return it to the Contractor with a written explanation for the decision to refuse payment. The Contractor shall submit a corrected invoice within 30 days. The Authorized User reserves the right to deem the Contractor non-compliant and to terminate the Mini-Bid Agreement for cause if, after having been giving notice and an opportunity to cure, the Contractor fails to submit accurate and complete invoices on more than three (3) occasions during the term of the Mini-Bid Agreement.

The Services must be performed before the Contractor can send an invoice to the Authorized Users. Under no circumstances are Contractors to bill or get pre-paid for services.

All invoices shall include, at a minimum, the following information:

1. Contractor Name
2. Contractor Billing Address
3. Contractor Federal ID Number
4. Contractor NYS Vendor ID Number
5. Contractor Contact Person Name
6. Contractor Contact Person Email Address
7. Contractor Contact Person Telephone Number
8. Account Number (as applicable)
9. Authorized User's Purchase Order Number or Contract Number (Mini-Bid Agreement Number)
10. Name of Authorized User indicated on the Purchase Order or Mini-Bid Agreement
11. NYS Agency Unit ID (if applicable)
12. Authorized User Routing ID (if applicable)
13. Order Date
14. Invoice Date
15. Unique Invoice Number assigned by the Contractor
16. Invoice Amount
17. Service Description (e.g., Monthly Maintenance Rate, Fireman's Recall Test, etc.)
18. Names and titles of all Elevator Mechanics and Apprentices providing services. The name of each mechanic must match the name on their respective NYS Elevator Mechanic License.
19. License ID Number for Elevator Mechanics
20. Date(s) worked

21. Hour(s) worked
22. Each piece Lift Equipment and their billing rate
23. Service location (e.g., building name or number, campus, address, etc.)
24. Certified Payroll that matches the mechanics and apprentices who performed the work and covers the date(s) the mechanics and apprentices worked. The number of hours should reflect at minimum the hours indicated on the Authorized User Sign In/Out Log.
25. Proof of completion of OSHA 10 training course if applicable (Section 3.16, *Staffing*)
26. Completed Preventive Maintenance checklists (if not previously submitted to the Authorized User)

In addition, invoices for T&M work shall also include the following documentation:

1. The signed T&M Proposal Form
2. An explanation and justification of the Repair tasks
3. The actual labor hours and Mini-Bid Agreement hourly labor rate(s), including Repair service tickets
4. The actual material cost and Mini-Bid Agreement material cost markup, including material receipts (These should reflect the actual cost paid by the Contractor and not with the markup applied. For stock parts, the Contractor should supply a printout from their inventory listing or “truck stock” parts list with the unit and retail cost listed)
5. The Authorized User’s sign-in/out log (or other document as agreed to by the Authorized User), indicating time on site applicable to the T&M project
6. Itemized invoices from subcontractors (as applicable)

Authorized Users, at their discretion, may require additional documentation.

The monthly payment for services covered, except T&M work, shall be calculated by adding the Mini-Bid Agreement Monthly Maintenance Rate and Mini-Bid Agreement Fireman’s Recall Test Fee and then subtracting any Liquidated Damages (Section 6.11, *Liquidated Damages*).

Should a Contractor be subjected to Liquidated Damages, such damages will be calculated and assessed to the Contractor’s next monthly payment or other future invoice at the discretion of the Authorized User, and disputes regarding Liquidated Damages shall result in the withholding of payment until the dispute is settled.

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor’s billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors>.

## **6.10 Certified Payroll Records**

Contractor shall maintain a certified payroll record for each Elevator Mechanic and Elevator Apprentice and submit the certified payroll to the Authorized User along with the invoice. At a minimum, certified payrolls shall show the following information for each person employed on a public work project:

- a. Name
- b. Classification(s) in which the worker was employed
- c. Hourly wage rate(s) paid
- d. Supplements paid or provided
- e. Daily and weekly number of hours worked in each classification.

A sample payroll form is provided by NYS Department of Labor at: <https://www.labor.ny.gov/workerprotection/publicwork/PDFs/PW-12%20Contractor%20Payrolls%20Cert%20.pdf> or the United States Department of Labor at [www.dol.gov](http://www.dol.gov). **Contractors shall not submit statements in lieu of a certified payroll.**

To substantiate the certified payroll and invoice, copies of paychecks, W-2s, and time sheets shall be submitted to the Authorized User and/or the State upon request. If Subcontractors are used by the Contractor on an Authorized User’s site, the agreement between the Contractor and Subcontractor must be submitted upon request. Authorized User may request additional documentation to support a payment, including, but not limited

to, documentation to substantiate the hire dates and/or service credit dates used, such as Personnel records, and documentation to substantiate legal names and current licenses.

### 6.11 Liquidated Damages

If the Contractor fails to complete services in accordance with these specifications, within the times specified herein or in the applicable Mini-Bid Project Agreement, it is understood, and the Contractor hereby agrees that, because of the immeasurability of the damages the Authorized User 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 are to be addressed and resolved at the Authorized User level.

1. **LIQUIDATED DAMAGES FOR FAILURE TO RESPOND TO CALLBACK SERVICE:** If the Contractor fails to timely respond to Callback Service as required in this Contract, the Authorized User reserves the right to deduct 10% from the total amount of the next monthly maintenance invoice. Failure to respond within the one (1) hour response time for an entrapment shall result in a deduction of 20% from the total amount of the next monthly maintenance invoice to compensate the State for the loss of use of the Lift Equipment and the inconvenience created thereby. Any additional costs incurred by the Authorized User as a result of 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 Authorized User Representative will notify the Contractor of failure to respond to a request for Callback Service and will deduct the appropriate withholding amount from future monthly invoice(s).

Example: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000.00 for a monthly total invoice of \$10,000.00. If the Contractor fails to respond within a one hour after notification of an entrapment, the Authorized User may deduct 20% or \$2,000.00 from the next monthly invoice.

2. **LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN AND/OR PROVIDE SPARE PARTS:** If the Contractor fails to provide any of the parts within 24 hours of establishment of need for such parts and has not notified the Authorized User in writing to provide just cause for any delay, the Authorized User reserves the right to deduct \$100.00 per piece of Lift Equipment for every business day until the parts are received from the total amount next monthly maintenance invoice to compensate the Authorized User for the loss of use of the Lift Equipment and the inconvenience created thereby. For this purpose, parts shall be considered those parts needed for "normal wear and tear" or "small" parts. Just cause for any delay may only include circumstances outside the control of the Contractor. The Contractor is responsible to maintain an inventory of spare parts On-site in accordance with Section 3.11, *Lift Equipment Parts and Materials*. The Authorized User shall make the final determination and will notify the Contractor of any failure to provide parts and will deduct the appropriate withholding amount from future monthly invoice(s).

Example: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. If the Contractor fails to provide the necessary spare part(s) for two (2) elevators for five (5) business days, the Authorized User may deduct \$1,000.00 (\$100.00 x 2 elevators x 5 days) from the next monthly invoice.

3. **LIQUIDATED DAMAGES FOR FAILURE TO PROVIDE REQUIRED PREVENTIVE MAINTENANCE:** If the Contractor fails to timely complete required Preventive Maintenance service, the Authorized User reserves the right to apply the following deductions:
  - a. Monthly Preventive Maintenance tasks: 80% of the Monthly Maintenance rate per affected Lift Equipment will be deducted from the Monthly Invoice.
  - b. Quarterly Preventive Maintenance tasks: 25% of the Monthly Maintenance rate per affected Lift Equipment will be deducted from the appropriate months Monthly Invoice.
  - c. Annual Preventive Maintenance tasks: 25% of the Monthly Maintenance rate per affected Lift Equipment will be deducted from the appropriate months Monthly Invoice.
  - d. In the event that the deductions exceed the Monthly Maintenance Rate for a Lift Equipment, the Monthly Maintenance Rate for the affected Lift Equipment will be capped at \$0.



- e. If the Authorized User has taken the Lift Equipment out of service, these deductions do not apply to those pieces of Lift Equipment, as there shall be no charge for preventive services not rendered for Lift Equipment that has been taken out of service.
- f. In the event that more than one Preventive Maintenance Service that was due in the billing period in question was not completed by the Contractor, the deductions listed above shall be applied sequentially.

Example 1: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. If the Contractor fails to provide the Monthly Preventive Maintenance tasks for two traction elevators in a given month, the Authorized User may deduct \$1,600.00 ( $\$1,000.00 \times 0.80 \times 2$  elevators) from the next monthly invoice.

Example 2: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. If the Contractor fails to provide the Monthly Preventive Maintenance and Quarterly Preventive Maintenance tasks for two traction elevators in a given month, the Authorized User may deduct the following from the next monthly invoice:

\$10,000.00 Monthly Total Invoice  
- \$1,600.00 ( $\$1,000.00 \times 0.80 \times 2$  elevators)  
- \$500.00 ( $\$1,000.00 \times 0.25 \times 2$  elevators)  
\$7,900.00 Revised Monthly Total Invoice

4. LIQUATED DAMAGES FOR FAILURE TO COMPLETE REPAIRS/REPLACEMENTS WITHIN FOUR (4) BUSINESS DAYS FOR LIFT EQUIPMENT COVERED BY FULL-SERVICE WARRANTY MAINTENANCE: If the Contractor does not complete the Repairs/Replacements within four (4) business days or provide just cause in writing to the Authorized User for any delay (Section 3.8, *Time and Material ("T&M")*), the Authorized User reserves the right to deduct 10% from the total amount of all future monthly invoices, except T&M invoices, until the work has been satisfactorily performed. Just cause for any delay may only include circumstances outside the control of the Contractor.

Example: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. If the Contractor fails to Repair an elevator within four business days without any explanation to the Authorized User, the Authorized User may deduct \$1,000.00 ( $\$10,000.00 \times 0.10$ ) from all future monthly invoices until the Repair has been satisfactorily performed.

5. LIQUIDATED DAMAGES FOR FAILURE TO SUBMIT A T&M PROPOSAL TO AUTHORIZED USER WITHIN TWO (2) BUSINESS DAYS UPON REQUEST FROM AUTHORIZED USER: If the Contractor does not provide a T&M Proposal within two (2) business days upon request from the Authorized User or provide just cause in writing to the Authorized User for any delay, the Authorized User reserves the right to deduct 10% from the total amount of all future maintenance invoices until the T&M Proposal has been submitted to the Authorized User. Just cause for any delay may only include circumstances outside the control of the Contractor.

Example: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. If the Contractor fails to provide a T&M Proposal within two (2) business days upon request from the Authorized User or provide just cause in writing to the Authorized User for any delay, the Authorized User may deduct \$1,000.00 ( $\$10,000.00 \times 0.10$ ) from all future monthly invoices until the Repair has been satisfactorily performed. Just cause for any delay may only include circumstances outside the control of the Contractor.

6. LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE MAINTENANCE DEFICIENCIES AS CITED BY THE STATE QUALIFIED ELEVATOR INSPECTOR: If the Contractor fails to timely correct maintenance deficiencies as identified by the State's QEI's Inspection Report thirty (30) days from Contractor's receipt from the Authorized User of the QEI's inspection report, the Authorized User reserves the right to deduct \$50.00 for every piece of Lift Equipment that has a deficiency for each and every day beyond the due date until such

time that the work is complete and accepted by the Authorized User from future monthly maintenance invoice(s), to compensate the State for the diminution of services.

Example: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. If the Contractor fails to timely address the QEI maintenance deficiencies for two (2) elevators for forty (40) days, ten (10) days beyond the thirty (30) day deadline, the Authorized User may deduct \$1,000.00 (\$50.00 x 2 elevators x 10 days) from the next monthly invoice.

7. **LIQUIDATED DAMAGES FOR EXCESS UNSCHEDULED LIFT EQUIPMENT DOWN-TIME:** If any Lift Equipment experience unscheduled down-time of more than forty-eight (48) consecutive hours, the Authorized User reserves the right to deduct 10% from the total amount from the Monthly Maintenance Rate for each piece of affected Lift Equipment on the next invoice. If the downtime exceeds thirty (30) continuous calendar days, then the Authorized User reserves the right to deduct 15% from the total amount of the entire next monthly maintenance invoice. The 15% deduction is on top of the deduction of the Monthly Maintenance Rate for the affected Lift Equipment. These deductions shall apply unless the unscheduled down-time is due to 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.). These deductions will continue from future monthly maintenance invoice(s) until such time that the work is complete and accepted by the Authorized User to compensate the State for the diminution of services.

The length of time that Lift Equipment is out-of-service shall be measured by the Authorized User; beginning at such time the Authorized User notifies the Contractor that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service.

Example 1: A Contractor maintains ten (10) elevators for an Authorized User with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. Two elevators have been down for 3 consecutive days. As a result, the Contractor was unable to complete the monthly preventive maintenance and shall deduct the Monthly Maintenance Rate of \$1,000.00 per elevator from the invoice for a total of \$2,000.00 leaving an invoice of \$8,000.00. The Authorized User may deduct \$1,200.00 from the \$8,000.00 monthly maintenance invoice.

Example 2: A Contractor maintains ten (10) elevators for an Authorized User with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. Two elevators have been down for 31 consecutive days, the Authorized User may deduct \$2,000.00 (\$1,000.00 x 2 elevators) from the next monthly maintenance invoice.

8. **LIQUIDATED DAMAGES FOR FAILURE TO TIMELY PERFORM REQUIRED ASME SCHEDULED TESTS:** If the Contractor fails to timely perform all required tests and inspections, in compliance with Section 3.12, *Safety Inspection and Tests (Excluding Fireman's Recall Test)*, 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.), Authorized User reserves the right to assess the Contractor liquidated damages to compensate the State for the inconvenience and potential liabilities resulting from Contractor's untimely performance. The liquidated damages shall be equal to \$50.00 per day per Lift Equipment for every calendar day beyond the due date until such time that the tests or inspections are complete and accepted by the Authorized User. Such liquidated damages shall be deducted from future monthly invoice(s).

Example: A Contractor maintains ten (10) elevators for an Authorized User with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. None of the 10 elevators have had their annual ASME test and the due date was 25 calendar days ago. Since the Contractor is allowed a fifteen (15) calendar day timeframe from the date of the last inspection and test are due to be available for the inspections and tests, the Authorized User may deduct \$5,000.00 (\$50.00 x 10 elevators x 10 days (25-15 days)) from the next monthly invoice.

9. **GENERAL:** In the event that the Contractor's performance results in the possibility of assessing multiple types of liquidated damages for a piece of equipment for the same time period, with the exception of liquidated damages for excessive unscheduled down time under subdivisions 1 and 7 above which shall be

in addition to all others, only one type of liquidated damages will be assessed for that piece of equipment for the subject time period. Provided, however that the type of liquidated damages to be assessed for that period shall be the one that would yield the largest amount of liquidated damages payment to the Authorized User.

#### **6.12 Contract Administration**

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays. Contractors shall respond to Authorized Users within twenty-four (24) hours of contact by an Authorized User unless otherwise noted in Section 3.10, *Callback Service*.

Contractor shall provide a dedicated Contract Administrator for notification of Authorized User Mini-Bid Project Definitions and to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five (5) Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

#### **6.13 NYS Financial System (SFS)**

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS supports requisition-to-payment processing and financial management functions.

The State may be implementing additional PeopleSoft modules in the near future. Further information regarding business processes, interfaces, and file layouts currently in place may be found at: <http://www.sfs.ny.gov> and <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

#### **6.14 Insurance**

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 2 – *Insurance Requirements*.

#### **6.15 Report of Contract Usage**

Contractor shall submit Attachment 3 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers, and distributors, if any, no later than 10 days after the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report. Contractor shall continue to submit Attachment 3 – *Report of Contract Usage* if engaged in Authorized User Mini-Bid Agreements up to three (3) years past the end date of this Contract.

Contractors shall specify if any authorized resellers, dealers, or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 3 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

This Contract may be terminated if, on the one-year anniversary date of the Contract Award, and annually thereafter, the reports required to be filed under this Section show that the Contractor has made no sales to any Authorized User under the Contract for the prior year. Termination of the Contract under this Section is in addition to Appendix B – *Termination*, and shall take effect upon written notification to the Contractor. The Contract may also be terminated for failure to file the reports required under this Section.

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

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-Owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of Contract, withholding of funds, suspension or termination of the Contract, and/or such other actions or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
  - 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. To report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>.
2. Separate audits shall be completed by Contractor and all subcontractors utilized on this contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors.
3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-

5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

**B. Good Faith Efforts**

Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development (“ESD”) MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

**V. Fraud**

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD’s Division of Minority and Women’s Business Development at (855) 373-4692.

**ALL FORMS ARE AVAILABLE AT:** <https://ogs.ny.gov/MWBE>

Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

**6.17 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at:

<https://ogs.ny.gov/Veterans/>

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteranDevelopment@ogs.ny.gov](mailto:VeteranDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

**ALL FORMS ARE AVAILABLE AT:** <https://ogs.ny.gov/Veterans/>

### **6.18 Environmental Sustainability and NYS Executive Order Number 22**

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 22 (Leading By Example: Directing State Agencies to Adopt a Sustainability and Decarbonization Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 22, including specifications for offerings covered by this Contract, may be found at <https://ogs.ny.gov/greenny/>. State entities subject to Executive Order No. 22 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

### **6.19 Diesel Emission Reduction Act**

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

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

### **6.20 Overlapping Contract Products**

Products available under the Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

### **6.21 Preferred Source Products**

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

### **6.22 NYS Vendor Responsibility**

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS, 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, 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 issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate 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 at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS 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.

## **6.23 NYS Tax Law Section 5-a**

Tax Law § 5-a requires certain Contractors awarded State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to Contracts where the total amount of such Contractors' sales delivered into New York State is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

A Contractor is required to file the completed and notarized Form ST-220-CA with the Bid to OGS certifying that the Contractor filed the ST-220-TD with DTF. Only the Form ST-220-CA is required to be filed with OGS. The ST-220-CA can be found at [https://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf). The ST-220-TD can be found at [https://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](https://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf). Contractor should complete and return the certification forms within five (5) business days of request (if the forms are not completed and returned with Bid submission). Failure to make either of these filings may render a Contractor non-responsive and non-responsible. Contractor shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law. The ST-220-TD only needs to be filed once with DTF, unless the information changes for the Contractor, its affiliates, or its Subcontractors.

Vendors may call DTF at 518-485-2889 with questions or visit the DTF web site at <https://www.tax.ny.gov/> for additional information.

## **6.24 Non-State Agencies Participation in Centralized Contracts**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://online.ogs.ny.gov/purchase/snt/othersuse.asp>). Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.



**6.25 Extension of Use**

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

**6.26 New Accounts**

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

**6.27 Drug and Alcohol Use Prohibited**

For reasons of safety and public policy, in any Contract resulting from the Solicitation, the Contractor's personnel shall not be impaired by alcohol or drugs of any kind in the performance of the Contract.

**6.28 Traffic Infractions**

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

**6.29 Contract Documents; Electronic Format**

OGS encourages Contractor to submit all documents to OGS in an electronic format, including electronic copies of documents with original signatures. Documents requested by OGS should be submitted in the format specified by OGS. Contractor is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically for the term of the Contract and any extensions thereof, and for a period of six (6) years after the term of the Contract has ended. Contractor shall submit such documents with original signatures to OGS upon request. If Contractor seeks to assign the Contract during the term, Contractor shall provide all documents relating to the bid and Contract that it has retained to the successor Contractor (assignee) upon OGS consent to the assignment.

**6.30 Request to Add a Region to an Existing Contract**

Requests to add a Region may only be made by Contractors who are currently under Contract with OGS under Group 71004 – Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services (Statewide) – Award 23271. Contractors wishing to add a Region to their existing Contract shall request a copy of the most recent Solicitation requirements from OGS Procurement Services.

Contractors shall submit evidence of their qualifications to service the requested Region and their proposed pricing to OGS Procurement Services for review and approval. Pricing must be deemed reasonable by OGS Procurement Services.

Contractors shall not Bid on Mini-Bid Project Definitions for the requested Region until receipt of approval from OGS Procurement Services.

**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties effective on the date of OSC approval. The State further warrants that, where Contractor is asked to execute multiple original copies of this signature page along with a complete original copy of the Contract, the approved signature page(s) will be affixed by the State, upon receipt of all necessary approvals, to additional copies of this Contract which conform exactly to the complete original copy as submitted by Contractor and executed simultaneously therewith.

**CONTRACTOR**

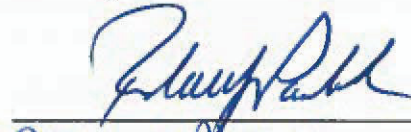
Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: Bison Elevator Service, Inc.Federal ID: 161593919NYS Vendor ID: 1100087615

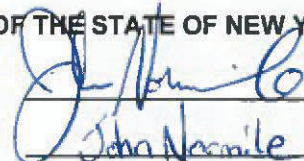
Date: \_\_\_\_\_

Randall PawlikPresident**THE PEOPLE OF THE STATE OF NEW YORK**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

John NarnileAssistant Director

Date: \_\_\_\_\_

06-08-2023

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this agreement, Appendix A (Standard Clauses For New York State Contracts), Appendix B (General Specifications), Appendix C, and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Contractor affirms that it understands and agrees to comply with the OGS procedures relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

**APPROVED AS TO FORM**Letitia James  
Attorney General**APPROVED**Thomas P. DiNapoli  
State Comptroller**Office of the New York State Comptroller**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED**

DEPT. OF AUDIT &amp; CONTROL

Jun 30 2023  
Mark DiFiore

FOR THE STATE COMPTROLLER

Contract #PS70069

**CORPORATE ACKNOWLEDGMENT**

STATE OF New York }  
COUNTY OF Erie } ss.:

On the 23rd day of May in the year 2023 before me personally came:  
Randall Paulik, to me known, who, being by me duly  
sworn, did depose and say that he/she/they reside(s) in  
West Seneca, New York; that he/she/they is (are)  
the President (the President or  
other officer or director or attorney in fact duly appointed) of Bison Elevator  
Service Inc, 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.

  
Notary Public Signature

KARL E. KRUG  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES AUGUST 2, 2025





Office of  
General Services

KATHY HOCHUL  
Governor

JEANETTE M. MOY  
Commissioner

June 27, 2023

Bison Elevator Service, Inc.  
295 Main St., Suite 932  
Buffalo, NY 14203  
Attn: Matthew Keil

RE: Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services (Statewide)  
Side Letter to Contract No. PS70069

Dear Mr. Keil:

In order to allow an orderly transition from the current OGS Centralized Contract, Group #71004 – Award #22913 for Elevator, Escalator, Miscellaneous Lift Equipment, and Preventive and Corrective Maintenance (Statewide), OGS wishes to have the new Centralized Contract Group #71004 – Award #23271 have a contract term of July 20, 2023 – July 19, 2028. In order to facilitate these dates, OGS seeks your company's consent and acknowledgment of the following corrections to Section 6.1, Contract Term and Extensions, and the Contract Signature Page.

**Section 6.1, Contract Term and Extensions**

Original language: The Contract term shall commence after all necessary approvals and shall become effective upon the date of OSC approval of the final executed documents.

Corrected language: The Contract term shall commence after all necessary approvals and shall become effective on July 20, 2023.

**Contract Signature Page**

Original language: This agreement shall be executed and shall be a binding Contract between the parties effective on the date of OSC approval.

Corrected language: This agreement shall be executed and shall be a binding Contract between the parties effective as of July 20, 2023.


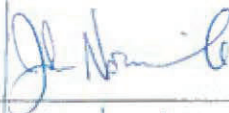
**Bison Elevator Service, Inc. Consent:**

Signature:

Printed Name:

Title:

Date:

	<b>OGS Consent:</b>
MR. MATTHEW C. LEMPE	
VP OF operations	John Normile
06/29/2023	Assistant Director
	06/29/2023

OGS requests that this letter be signed and dated below by the same person who signed the original Bid if possible. If they are not available another authorized company representative may sign. We request that this signed letter be returned to OGS by email to [OGS.sm.PS\\_ElevatorLiftEquipment@ogs.ny.gov](mailto:OGS.sm.PS_ElevatorLiftEquipment@ogs.ny.gov) no later than close of business on June 29, 2023.

## **APPENDIX A**

# **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **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, licenser, 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 \$25,000, 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 § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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 opportunities 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  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) ) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a 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" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

# **APPENDIX B**

## **GENERAL SPECIFICATIONS**

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**GENERAL**

**1. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

**2. DEFINITIONS** Terms used herein shall have the following meanings:

**a. AUTHORIZED USER** Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

**b. BID** A response to the Solicitation submitted by a Bidder to provide Products.

**c. BIDDER** Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

**d. BID SPECIFICATIONS** A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

**e. COMMISSIONER** The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

**f. CONTRACT** The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

- 1. Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.
- 2. Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another

jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

**3. Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

**4. Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

**5. Contract Award Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

**g. CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a Contract has been established.

**h. CONTRACTOR** Any successful Bidder to whom a Contract has been awarded by the Commissioner.

**i. DOCUMENTATION** The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

**j. ENTERPRISE** The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

**k. ENTERPRISE LICENSE** A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

**l. ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**m. GROUP** A classification of a Product that is designated by OGS.

**n. INVITATION FOR BIDS (IFB)** A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

**o. LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

**p. LICENSEE** An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

**q. LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**r. LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

**s. MINI-BID** A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

**t. OGS** The New York State Office of General Services.

**u. PATCH** Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

**v. PRODUCTS** Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

**w. PURCHASE ORDER** The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

**x. REQUEST FOR PROPOSALS (RFP)** A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

**y. REQUEST FOR QUOTATION (RFQ)** A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

**z. RESPONSIBLE BIDDER** A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

**aa. RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

**bb. SINGLE SOURCE** A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

**cc. SITE** The location (street address) where Product will be delivered or executed.

**dd. SOLE SOURCE** A procurement where only one Bidder is capable of supplying the required Product.

**ee. SOLICITATION** Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

**ff. SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

**gg. STATE** State of New York.

**hh. STATE AGENCY OR AGENCIES** The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

**ii. SUBCONTRACTOR** Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

**jj. TERMS OF LICENSE** The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

**kk. THIRD-PARTY SOFTWARE** Any software that is developed independently of Contractor and which may be governed by a separate license.

**ll. VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

**BID SUBMISSION**

**3. INTERNATIONAL BIDDING** All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US\$). Any Bids submitted which do not meet the above criteria will be rejected.

**4. BID OPENING** Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

**5. LATE BIDS** Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

**6. CONFIDENTIAL/TRADE SECRET MATERIALS**

**a. BIDDER/CONTRACTOR** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

**b. COMMISSIONER OR AUTHORIZED USER** Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information

of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

**7. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

**a. PREVAILING WAGE RATE APPLICABLE TO BIDS** A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting [www.labor.ny.gov](http://www.labor.ny.gov) and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

**b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

**c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS** In compliance with Article 8, Section 220 of the New York State Labor Law:

**i. Posting** The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

**ii. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

**iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

**iv. Day's Labor** No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or



contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

**d. ARTICLE 9 BUILDING SERVICES CONTRACTS** In compliance with Article 9, Section 230 of the New York State Labor Law:

**i. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

**ii. Overtime** Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

## **8. TAXES**

**a.** Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

**b.** Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

**c.** Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

**9. EXPENSES PRIOR TO CONTRACT EXECUTION** The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

## **10. PRODUCT REFERENCES**

**a. "Or Equal"** In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced.

References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

**b. Discrepancies in References** In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

**11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS** Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

## **12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS**

Bids offering Products that are manufactured or produced in public institutions will be rejected.

## **13. PRICING**

**a. Unit Pricing** If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

**b. Net Pricing** Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

**c. "No Charge" Bid** When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

**d. Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

**e. Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

“Consent & Acknowledgment Agreement” in a form acceptable to the Commissioner.

**f. Specific price decreases:**

(i) **GSA Changes:** Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) **Commercial Price List Reductions:** Where net pricing under the Contract is based on a discount from Contractor’s list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) **Special Offers/Promotions to Authorized Users:** Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

**g. Cost Proposal Revisions** A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

**14. SITE INSPECTION** Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder’s ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

**15. PURCHASING CARD** The State’s Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized

User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

## **BID EVALUATION**

**16. BID EVALUATION** The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner’s decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder’s conditional or revocable terms in the Bid.

**17. TIE BIDS** In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

**18. QUANTITY CHANGES PRIOR TO AWARD** The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

**19. TIMEFRAME FOR OFFERS** The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

**20. DEBRIEFINGS** Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

**21. CONTRACT PUBLICITY** Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

## TERMS & CONDITIONS

**22. CONTRACT CREATION/EXECUTION** Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

**23. CONTRACT TERM - EXTENSION** In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

**24. OFFICIAL USE ONLY/NO PERSONAL USE** The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

**25. PARTICIPATION IN CENTRALIZED CONTRACTS**

**a. State Agencies** All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

**b. Non-State Agency Authorized Users** Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

**c. Voluntary Extension** Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

**d. Responsibility for Performance** Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

**e. Contract Migration** Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate

any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

**26. MODIFICATION OF CONTRACT TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

**27. SCOPE CHANGES** The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

**28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS**

Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

**29. EMERGENCY CONTRACTS** In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

**30. PURCHASE ORDERS** Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

**31. PRODUCT DELIVERY** Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of

the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

**32. WEEKEND AND HOLIDAY DELIVERIES** Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

### **33. SHIPPING/RECEIPT OF PRODUCT**

**a. Packaging** Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

**b. Shipping Charges** Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

**c. Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

### **34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS**

Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

**35. PRODUCT SUBSTITUTION** In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

**36. REJECTED PRODUCT** When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

**37. INSTALLATION** Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

**38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

**39. EMPLOYEES, SUBCONTRACTORS AND AGENTS** All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized

User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

**40. ASSIGNMENT** In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

**41. SUBCONTRACTORS AND SUPPLIERS** The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

**42. SUSPENSION OF WORK** The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

#### **43. TERMINATION**

**a. For Cause** For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

**b. For Convenience** This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

**c. For Violation of Sections 139-j and 139-k of the State Finance Law** The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

**d. For Violation of Section 5-a of the New York State Tax Law** The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

**e. For Non-Responsibility** The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate 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 at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner 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.

**f. Upon Conviction of Certain Crimes** The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

**44. SAVINGS/FORCE MAJEURE** A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

- a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
- b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

#### **45. CONTRACT INVOICING**

**a. Invoicing** Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

**b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment** The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at [www.osc.state.ny.us](http://www.osc.state.ny.us), by e-mail at [HelpDesk@sfs.ny.gov](mailto:HelpDesk@sfs.ny.gov), or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

**c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment** The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt

of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

#### **46. DEFAULT – AUTHORIZED USER**

**a. Breach by Authorized User** An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

**b. Failure to Make Payment** In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

**c. Notice of Breach** Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

**d. Insufficient basis** If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

#### **47. PROMPT PAYMENTS**

**a. By State Agencies** Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

**b. By Non-State Agencies** Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

**c. By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

**48. REMEDIES FOR BREACH** Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

**a. Cover/Substitute Performance** In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

**b. Withhold Payment** In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

**c. Bankruptcy** In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

**d. Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

**e. Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

**49. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC

Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

**50. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

**51. INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

**52. SECURITY** Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

**53. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

#### **54. WARRANTIES**

**a. Product Performance** Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

**b. Title and Ownership** Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

**c. Product Warranty** Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished



individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

**d. Virus Warranty** The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.

**e. Date/Time Warranty** Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an

acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

**f. Workmanship Warranty** Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

**g. Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

**h. Prompt Notice of Breach** The Authorized User shall promptly notify the Contractor and the Commissioner in writing of any claim of breach of any warranty provided herein.

**i. Additional Warranties** Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

**j. No Limitation of Rights** The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

**55. LEGAL COMPLIANCE** Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

**56. INDEMNIFICATION** Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

#### **57. INDEMNIFICATION RELATING TO INFRINGEMENT**

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its

own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

**58. LIMITATION OF LIABILITY** Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

**a.** Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.

**b.** The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

**c.** Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

#### **59. DISPUTE RESOLUTION PROCEDURES**

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

*To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.*

**60. SOFTWARE LICENSE GRANT** Where Product is acquired on a licensed basis the following shall constitute the license grant:

**a. License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

**b. License Term** The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

**c. Product Documentation** Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

**d. Product Technical Support & Maintenance** Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinue maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

**e. Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

**f. Restricted Use By Third Parties** Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

**g. Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for

archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

**h. Confidentiality Restrictions** If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

**i. Restricted Use by Licensee** Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

**61. PRODUCT ACCEPTANCE** Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

**62. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

### **63. NO HARDSTOP OR PASSIVE LICENSE MONITORING**

Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

### **64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES**

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

#### **a. Definitions**

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

**b. Title to Project Deliverables** Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

#### **(i) Existing Products:**

**1. Hardware** - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

**2. Software** - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

**(ii) Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

**c. Transfers or Assignments to a Third-Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

**d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not

occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

**e. Contractor's Obligation with Regard to Third-Party Software** Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

**65. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

## **66. CHANGES TO PRODUCT OR SERVICE OFFERINGS**

**a. Product or Service Discontinuance** Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

**b. Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

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## **APPENDIX C**

Authorized users that may want to seek federal funds from the federal funding agencies for the purchase of goods or services during a declared disaster are advised that federal funding agencies require particular terms and conditions be included in the contract for those goods and services. For the convenience of authorized users, those terms and conditions are set out below and can also be found at the FEMA website.

Authorized users of statewide contracts should consider adding this language to future purchase orders and secondary level competitions (often referred to as RFQs or mini- bids), unless the language is already attached to the statewide contract. State agencies making purchases to respond to disasters through a vehicle other than a centralized contract are required by Section H.6. of [Budget Bulletin H-501R](#) to include these and other terms into their contracts using the Appendix set forth in the Budget Bulletin.

### **Federal Funding Agency Mandatory Terms and Conditions**

The following provisions are required by federal funding agencies in order for expenditures by Authorized Users to be eligible for federal reimbursement in the event of a State declaration of disaster emergency pursuant to Section 28 of the Executive Law.

#### **1. REMEDIES**

Remedies for Contractor failure to observe or perform any term or condition shall be as provided in the OGS centralized contract (if applicable), including all appendices.

#### **2. TERMINATION FOR CAUSE AND CONVENIENCE**

Termination for cause and convenience will be in accordance with Termination, Appendix B, General Specifications, if a statewide centralized contract, and Section 5, Copeland Anti-Kickback Act, of this document and/or the rules and regulations of your governing authority.

#### **3. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of the contract, OGS centralized contract (if applicable) or any purchase by an Authorized User, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the OGS centralized contract or with any of the said rules, regulations, or orders, the OGS centralized contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Authorized User further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Authorized User so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Authorized User agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision

of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Authorized User further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Authorized User agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Authorized User under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Authorized User; and refer the case to the Department of Justice for appropriate legal proceedings.

**4. DAVIS-BACON ACT. (Applicable to all construction contracts in excess of (\$2000)**

- A. If applicable, all transactions regarding the OGS centralized contract or any purchase by an Authorized User shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- C. Additionally, Contractors are required to pay wages not less than once a week.

**5. COPELAND ANTI-KICKBACK ACT. (Applicable to all construction contracts in excess of (\$2000)**

- A. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- B. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as Federal funding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. (Applicable to all contracts in excess of \$100,000 that involve employment of mechanics and laborers)**

- A. Overtime requirements. No Contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- C. Withholding for unpaid wages and liquidated damages. The Authorized User shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal Agreement with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

All such rights shall be addressed in accordance with Ownership/Title to Project Deliverables, Appendix B, General Specifications.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. (Applicable to all contracts in excess of \$150,000)**

### **Clean Air Act**

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. The Contractor agrees to report each violation to the contract manager or the Office of General Services and the Authorized User if a statewide centralized contract and understands and agrees that the Office of General Services or the Authorized User will, in turn, report each violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

### **Federal Water Pollution Control Act**

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. The Contractor agrees to report each violation to the Office of General Services and Authorized User and understands and agrees that the Office of General Services or the Authorized User will, in turn, report each

violation as required to assure notification to the Federal funding agency, and the appropriate Environmental Protection Agency Regional Office.

- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Federal funding agency.

## **9. DEBARMENT AND SUSPENSION**

- A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the State or Authorized User. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or an Authorized User, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

## **10. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)**

If the OGS centralized contract or any purchase by an Authorized User has a value of \$100,000 or more, Contractor shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

- A. Required Certification. If applicable, Contractors must sign and submit to the State the following certification.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official \_\_\_\_\_

Name of Contractor's Authorized Official \_\_\_\_\_

Title of Official \_\_\_\_\_ Date: \_\_\_\_\_

## 11. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired —
  - Competitively within a timeframe providing for compliance with the contract performance schedule;
  - Meeting contract performance requirements; or
  - At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- C. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## 12. ACCESS TO RECORDS

- A. The Contractor agrees to provide the Office of General Services or the Authorized User, the Federal funding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- C. The Contractor agrees to provide the Federal funding agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- D. The State and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal funding agency or the Comptroller General of the United States.

### **13. CHANGES**

Amendments to this contract shall be in accordance with the terms of the OGS centralized contract.

### **14. FEDERAL SEAL(S), LOGOS, AND FLAGS**

The Contractor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

### **15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that Federal funding agency financial assistance may be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA or other federal agency policies, procedures, and directives.

### **16. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Contract or any purchase by an Authorized User and is not subject to any obligations or liabilities to the State, Contractor, or any other party pertaining to any matter resulting from the Contract or any purchase by an Authorized User.

### **17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract or any purchase by an Authorized User.

### **18. FEDERAL DEBT**

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

### **19. CONFLICTS OF INTEREST**

The Contractor shall notify the Office of General Services and Authorized User as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Office of General Services and Authorized User is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the Office of General Services and Authorized User to fully assess and address the actual or potential conflict of interest.

### **20. U.S. EXECUTIVE ORDER 13224**

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

## APPENDIX D – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR HYDRAULIC ELEVATORS

### I. FULL-SERVICE WARRANTY MAINTENANCE REQUIREMENTS

- A. The Contractor shall examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not limited to the following:
1. Entire hydraulic power unit including housing, pump, motor, valves, piping, pipe fittings/seals, muffler, belts, and fluid.
  2. The hydraulic cylinder head seals, packing and wiper rings. The entire piston assembly excluding underground and buried hydraulic cylinder and piping.
  3. Shutoff and overspeed valve assemblies.
  4. Controller: All components including all relays, printed circuit boards, motor starters, solid state components, resistors, condensers, transformers, leads, electrical timing devices, computer devices.
  5. Car Positioning System: Encoder, tape, reader, and ancillary equipment.
  6. Hoistway door interlocks, hoistway door hangers, hanger rollers, up-thrust rollers, tracks, bottom door gibs, and closers.
  7. Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
  8. Car guide member assemblies complete.
  9. Door operators including motors, operator linkage, door infrared protective devices, car hangers, hanger rollers, tracks, car door contact, and clutch.
  10. Car top inspection stations.
  11. Traveling cables, and elevator control wiring in hoistway and machine room.
  12. Car buffers.
  13. Fixture contacts, push buttons, key switches and locks, lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators, solid state components and LEDs.
- B. The Contractor shall keep the guide rails free of rust. Renew guide shoe rollers as required to insure smooth and satisfactory operation.
- C. Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including re-lamping of signal equipment: hall stations, car stations, and direction indicators.
- D. Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The machine windings shall be treated as needed, with proper insulating compound as recommended by the machine manufacturer.
- E. Correct any deficiencies found. Contractor shall be responsible for the correction of deficiencies.



### II. ITEMS OF PREVENTATIVE MAINTENANCE WORK

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventive maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventive maintenance without added cost to the Authorized User.

#### **Monthly Preventive Maintenance**

1. Perform general inspection of hoisting machine, piping, and valves.
2. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, emergency alarm, and check handrails/bumper rails for tightness. Make needed repairs.
3. Visually inspect controller. Verify cooling fan operation. Repair as necessary.
4. Ride car and observe operation of doors, leveling, reopening devices, pushbuttons, lights, etc.
5. Replace all burned out lamps in elevator cars, machine room, and pit.
6. Replace any defective LED indicators in car operating panel and hall fixtures.
7. Remove litter, dust, oil, etc. from the machine room.
8. Clean car sills.
9. Clean hoistway sills.
10. Check car and hoistway doors. Clean, adjust and lubricate door tracks, hangers, up-thrust eccentrics, and door relating linkages. Check door gib chassis for tightness and gibs for proper sill clearance.
11. Check door operation. Doors should open and close smoothly, quietly, and without slamming. Verify that door open speed is within installed specifications and door closing force does not exceed A17.1 code requirements. Inspect operator belt for wear and tension. Replace/adjust as necessary.
12. Check fire extinguisher for full charge. Report to Authorized User if charge is abnormal.
13. Perform general inspection of hydraulic power unit.
14. Check oil level in reservoir and empty drip pans.
15. Inspect and clean the car top.
16. Visually inspect controller, Verify cooling fan and/or air conditioning operation. Repair as necessary.
17. Observe operation of signal and dispatching system.
18. Check car and hall signal fixtures. Replace defective lamps/LED's.
19. Clean machine room of all debris.
20. Clean pits of all debris.
21. Check cylinder head packing, seals and wiper ring for excessive seepage and replace as required.
22. Check across the line and wye/delta starter contacts, replace if excessive wear is present.

#### **Quarterly Preventive Maintenance**

1. Perform Monthly Tasks.
2. Check condition of buffers.
3. Check leveling operation. Check floor magnets for proper positioning on landing system tape. Clean landing system tape, guides, and encoder rollers. Verify fastening of car top tape reader. Repair and/or adjust for proper leveling.
4. Check interlocks.
5. Clean light fixtures in cab.
6. Check adjustment of car guides members, lubricate and adjust, as necessary.
7. Clean car top ventilation fan and shroud.
8. Inspect traveling cables for wear and proper tracking.
9. Check controllers. Check all resistance tubes and grids. Inspect fuses and holders and all controller connections. Check printed circuit boards for overheating.
10. In hoistway examine guide rails, cams and fastenings. Inspect and test limit and terminal switches.
11. Clean bottom of platform, car tops and hoistway walls.
12. Check car frame and supports for bends or cracks. Examine car steadying plates and replace if rubber isolation is worn, cracked or crushed.

## APPENDIX D – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR HYDRAULIC ELEVATORS

13. Perform condition survey and performance test. Provide the Authorized User with recorded results and recommendations.

### Annual Preventive Maintenance

1. Perform Monthly Tasks.
2. Thoroughly clean car guide rails using a nonflammable or high flash point solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way.
3. Vacuum controllers inspect printed circuit board and other solid-state devices for cleanliness, condensation spots, evidence of heating and deterioration. Check controller wire terminals for tightness.
4. Perform all code mandated annual tests in the presence of a Qualified Elevator Inspector (QEI).

### ONE-YEAR PRIOR TO CONTRACT EXPIRATION PREVENTIVE MAINTENANCE

1. Thoroughly clean the mechanism, pit, top, and bottom of car.

## III. ELEVATOR INSPECTION AND TESTING SERVICE

As required by ASME A17.1, all elevators shall be appropriately inspected every six (6) months and tested annually. The tasks are detailed below and on the ASME A17.1 Checklists for Inspection of Hydraulic Elevators (Exhibit B). The Contractor must complete this checklist and submit to the Authorized User upon completion of each inspection service performed.

### SEMI-ANNUAL INSPECTION SERVICE

1. Perform the required Semi-Annual inspection and testing service for each elevator.
2. The Contractor shall examine and test all safety devices, governors, oil buffers, etc. as required and outlined in the current adopted edition of ASME A17.1.
3. The Contractor shall notify the Authorized User of any noted deficiencies and furnish a test and condition report for each elevator to the Authorized User after the inspection using the Checklists for Inspection of Elevators (Exhibit B).

### ANNUAL TESTING SERVICE – CAT-1 & CAT-5 (IF APPLICABLE)

1. The Contractor shall provide any needed equipment to perform the pretest examinations and tests at no additional cost to the Authorized User.
2. The Contractor shall provide all necessary weights and testing equipment, 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.
3. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1.
4. These tests shall be conducted in the presence of an Authorized User-selected and qualified Independent Elevator Inspector. It is the Contractor's responsibility to ensure the presence of the Independent Elevator Inspector at the Annual and Five-year tests.
5. 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.
6. The Contractor shall furnish test and condition reports to the Authorized User after each test using the Checklists for Inspection of Elevators (Exhibit B).
7. 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.

## **APPENDIX D – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR HYDRAULIC ELEVATORS**

8. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.
9. 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.
10. If during the inspection/testing of a particular elevator, such elevator fails, Contractor shall continue the inspection/testing procedure with other elevators so as not to delay the overall inspection/testing process.
11. The Contractor shall provide a separate crew to repair deficiencies.

**EXHIBT A - SPARE PARTS LIST**

- A. The Contractor shall maintain on-site, as a minimum, the following replacement parts:
1. Five (5) Fuses of each size, type, and current rating.
  2. Adequate supply of replacement lamps.
  3. Four (4) each type of car and hoistway door gibs.
  4. One (1) car and hoistway door hanger roller assembly.
  5. One (1) hoistway door interlock assembly, complete.
  6. One (1) plug-in relay for each type used.
  7. One (1) set of rollers for car guides
  8. One (1) Hoistway door closer spring and/or spirator.
  9. Hydraulic pump drive belts.
  10. Door operator drive belts.
  11. All required lubricants, cleaning agents, compounds and other materials and equipment required for preventive maintenance procedures specified herein.
  12. At the completion of the Mini-Bid Agreement, the above parts list is to be turned over to the Authorized User.
- B. The Contractor shall maintain at their local office, or have available within 24 hours of need, the following replacements parts:
1. Door operator motor
  2. Door clutch
  3. Printed circuit boards each type used, including power supplies
  4. Printed circuit boards for signal fixtures
  5. Transformers for each type and size used
  6. Motor Starter

## EXHIBIT B – CHECKLIST FOR INSPECTION OF ELEVATORS

### CHECKLIST FOR INSPECTION OF HYDRAULIC ELEVATORS

#### GENERAL NOTES:

(a) See ASME A17.2–2004 for detailed inspection information on each item number.

(b) OK = meets requirements; NG = insert number to identify comment on back of this Checklist; NA = not applicable.

Address: \_\_\_\_\_

- ☐ Routine inspection and test  
☐ Periodic inspection and test  
☐ Acceptance inspection and test

ID No: \_\_\_\_\_

Code Edition: \_\_\_\_\_

Inspected by: \_\_\_\_\_

☐ Passenger Rated load: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

☐ Freight class \_\_\_\_\_ Speed: \_\_\_\_\_

QEI No: \_\_\_\_\_ Certifying organization: \_\_\_\_\_

	OK	NG	NA		OK	NG	NA
<b>1 ELEVATOR — INSIDE OF CAR</b>				<b>2.36 Hydraulic cylinders</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.1 Door reopening device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.37 Pressure switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.38 Roped water hydraulic elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating control devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.39 Low oil protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills and car floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.40 Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.41 Maintenance records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car emergency signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.42 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car door or gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
1.8 Door closing force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3 ELEVATOR — TOP OF CAR</b>			
1.9 Power closing of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Top-of-car stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power opening of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Car top light and outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Car vision panels and glass car doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Top-of-car operating device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Top-of-car clearance, refuge space, and standard railing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.6 Final and emergency terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.15 Signs and operating device symbols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.7 Car leveling and anticreep devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated load, platform area, and data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.8 Top emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby power operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.9 Floor and emergency identification numbering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted opening of car or hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.10 Hoistway construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.11 Hoistway smoke control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2 ELEVATOR — MACHINE ROOM</b>				3.12 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Access to machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.13 Windows, projections, recesses, and setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Headroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.14 Hoistway clearances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.15 Multiple hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.16 Traveling cables and junction boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.17 Door and gate equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.18 Car frame and stiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.19 Guide rails fastenings and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.20 Governor rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Guarding of exposed auxiliary equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.21 Governor releasing carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Numbering of elevators, machines, and disconnect switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.22 Wire rope fastening and hitch plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 Disconnecting means and control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.23 Suspension rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 Controller wiring, fuses, grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.27 Crosshead data plate and rope data tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 Governor, overspeed switch, and seal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.28 Counterweight and counterweight buffer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.29 Counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.30 Hydraulic power unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.30 Speed test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.31 Relief valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.31 Slack rope device — roped-hydraulic elevators installed under A17.1b–1989 and later editions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.32 Control valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.32 Travelling sheave — roped-hydraulic elevators installed under A17.1b–1989 and later editions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.33 Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.34 Flexible hydraulic hose and fitting assemblies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.35 Supply line and shutoff valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				



## **APPENDIX E – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR TRACTION ELEVATORS**

### **I. FULL-SERVICE WARRANTY MAINTENANCE REQUIREMENTS**

- A. The Contractor shall examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not limited to the following:
1. Entire machine, including housing, permanent magnet AC motor, sheave shaft and bearings, motor drive, deflector sheave, sheave shaft and bearings, machine brake and brake assembly, emergency brake/rope brake and component parts.
  2. Controller: All components including all relays, printed circuit boards, solid state starter, solid state components, resistors, condensers, transformers, leads, electrical timing devices, computer devices.
  3. Car Positioning System: Encoder, tape, reader, and ancillary equipment.
  4. Hoistway door interlocks, hoistway door hangers, hanger rollers, up-thrust rollers, tracks, bottom door gibs, and closers.
  5. Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
  6. Car and counterweight roller guide assemblies complete.
  7. Door operators including motors, operator linkage, door infrared protective devices, car hangers, hanger rollers, tracks, car door contact, and clutch.
  8. Traveling cables, and elevator control wiring in hoistway and machine room.
  9. Governor including governor sheave and shaft assembly bearings, contact jaw, over-speed switch, and governor tension assemblies.
  10. Car safety mechanism and load weighing equipment.
  11. Hoist cables, belts, governor cables. Including adjustment and shortening of same as required by code.
  12. Car and counterweight buffers.
  13. Fixture contacts, push buttons, key switches and locks, lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators, solid state components and LEDs.
- B. The Contractor shall keep the guide rails free of rust. Renew guide shoe rollers as required to insure smooth and satisfactory operation.
- C. Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including re-lamping of signal equipment: hall stations, car stations, and direction indicators.
- D. Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The machine windings shall be treated as needed, with proper insulating compound as recommended by the machine manufacturer.
- E. Correct any deficiencies found. Contractor shall be responsible for the correction of deficiencies.

### **II. ITEMS OF PREVENTATIVE MAINTENANCE WORK**

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventive maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventive maintenance without added cost to the Authorized User.

## **APPENDIX E – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR TRACTION ELEVATORS**

### **Monthly Preventive Maintenance**

1. Perform general inspection of machine, sheaves, and brake. Lubricate as required.
2. Inspect interior of cab. Test telephone or intercommunication system, normal and emergency lights, fan, and emergency alarm. Make needed repairs.
3. Visually inspect controller. Verify cooling fan operation. Repair as necessary.
4. Ride car and observe operation of doors, leveling, reopening devices, pushbuttons, lights, etc.
5. Replace all burned out lamps in elevator cars, machine room, and pit.
6. Replace any defective LED indicators in car operating panel and hall fixtures.
7. Remove litter, dust, oil, etc. from the machine room.
8. Clean car sills.
9. Clean hoistway sills.
10. Check door operation and adjust as necessary.
11. Clean trash from pit.
12. Observe operation of signal and dispatching system.
13. Observe brake operation and adjust or repair if required.
14. Check oil level in car and counterweight oil buffers and add oil as required.

### **Quarterly Preventive Maintenance**

1. Perform Monthly Tasks.
2. Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
3. Clean, lubricate car door gate tracks, hangers, and up thrust eccentrics, linkages, and door gibs.
4. On hoistway doors, clean, lubricate as necessary, adjust tracks, hangers and eccentrics, linkages, door closers, clutch pick up rollers, gibs and interlocks.
5. Inspect all rope fastening. Clean governor, hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.
6. Check adjustment of car and counterweight roller guides.
7. Inspect governor rope tension sheave fastenings and adjust as necessary.
8. Check Controller. Clean with blower. Check all resistance tubes and grids. Check operation of overloads. Clean and inspect fuses and holders and all controller connections. Check terminal connections for tightness.
9. In hoistway examine guide rails, cams and fastenings. Inspect and test limit and terminals switches.
10. Clean all dirt, dust, and debris from sheaves, landing sills, bottom of platform, car tops, counterweights and hoistway walls.
11. Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.
12. Examine all hoist ropes for wear, lubrication, and tension. Replace, lubricate, and adjust as required to meet code requirements.
13. Check hoistway tape hitches and broken tape switch.
14. Check car stile channels for bends or cracks; also, car frame, cams, supports, and car steadying plates.
15. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails. Visually inspect all safety parts.
16. Inspect machine, machine brake pads and disc, and drive sheave. Check for bearing wear. Inspect brake surface of emergency brake and clean deposits of brake pad powder. Ensure that faces of brake pads are parallel to hoist ropes.

### **Annual Preventive Maintenance**

1. Perform Monthly Tasks.
2. Thoroughly clean car and counterweight guide rails using a nonflammable or high flash point solvent to remove lint and dust. Vacuum down elevator hoistway.



## APPENDIX E – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR TRACTION ELEVATORS

3. Remove, clean, and lubricate brake cores on machine brakes, clean brake pads, if necessary and inspect for wear. Adjust brake for proper operation.
4. Four car group supervisory control system operations shall be checked. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's literature. The Contractor shall prove to the satisfaction of the Authorized User that the system functions properly. Checking out of the group supervisory system shall be performed during other than normal working hours with no inconvenience to the using public.
5. Additionally, car speeds shall be checked, and adjusted, to maintain contract speed. A report covering time intervals, dispatch times on various programs, door standing time and door opening and closing speeds, and car speeds shall be furnished to the Authorized User. Contractor shall be responsible to correct any and all deviations from specified operations.
6. Follow machine manufacturer's recommendation regarding type of grease to be used for the machine bearings. (If applicable).

### III. ELEVATOR INSPECTION AND TESTING SERVICE

As required by ASME A17.1, all elevators shall be appropriately inspected every six (6) months and tested annually. Additionally, all traction elevators shall be tested every five (5) years. The tasks are detailed below and on the ASME A17.1 Checklist for Inspection of Elevators (Exhibit B). The Contractor must complete this checklist and submit to the Authorized User upon completion of each inspection service performed.

#### **SEMI-ANNUAL INSPECTION SERVICE**

1. Perform the required Semi-Annual inspection and testing service for each elevator.
2. The Contractor shall examine and test all safety devices, governors, oil buffers, etc. as required and outlined in the current adopted edition of ASME A17.1.
3. The Contractor shall notify the Authorized User of any noted deficiencies and furnish a test and condition report for each elevator to the Authorized User after the inspection using the Checklist for Inspection of Elevators (Exhibit B).

#### **ANNUAL TESTING SERVICE – CAT-1 & CAT-5**

1. The Contractor shall provide any needed equipment to perform the pretest examinations and tests at no additional cost to the Authorized User.
2. The Contractor shall provide all necessary weights and testing equipment, 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.
3. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1.
4. These tests shall be conducted in the presence of an Authorized User-selected and qualified Independent Elevator Inspector. It is the CONTRACTOR's responsibility to ensure the presence of the Independent Elevator Inspector at the Annual and Five-year tests.
5. Tests performed on 1 and 5-year intervals will be scheduled to comply with the 1 and 5-year interval specified in ASME A17.1 Appendix.
6. The Contractor shall furnish test and condition reports to the Authorized User after each test using the Checklist for Inspection of Elevators (Exhibit B).
7. 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.
8. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.

## **APPENDIX E – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR TRACTION ELEVATORS**

9. 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.
10. If during the inspection/testing of a particular elevator, such elevator fails, Contractor shall continue the inspection/testing procedure with other elevators so as not to delay the overall inspection/testing process.
11. The Contractor shall provide a separate crew to repair deficiencies.

**EXHIBT A - SPARE PARTS LIST**

- A. The Contractor shall maintain on-site, as a minimum, the following replacement parts:
1. Five (5) Fuses of each size, type and current rating.
  2. Adequate supply of replacement lamps.
  3. Four (4) each type of car and hoistway door hanger rollers
  4. One (1) each type of hoistway door interlock assembly, complete
  5. One (1) infrared door detector, receiver, and transmitter along with associated cables
  6. One (1) set of rollers for car and counterweight roller guide assemblies
  7. One (1) plug-in relay for each type used
  8. Two (2) replacement LED lamps for cab lights
  9. All required lubricants, cleaning agents, compounds and other materials and equipment required for preventive maintenance procedures specified herein.
  10. At the completion of the Mini-Bid Agreement, the above parts list is to be turned over to the Authorized User.
- B. The Contractor shall maintain at their local office, or have available within 24 hours of need, the following replacements parts:
1. Door operator motor
  2. Door clutch
  3. Printed circuit boards each type used, including power supplies
  4. Printed circuit boards for signal fixtures
  5. Transformers for each type and size used
  6. Motor Drive

## EXHIBIT B – CHECKLIST FOR INSPECTION OF ELEVATORS

## CHECKLIST FOR INSPECTION OF ELECTRIC ELEVATORS

## GENERAL NOTES:

(a) See ASME A17.2–2004 for detailed inspection information on each item number.

(b) OK = meets requirements; NG = insert number to identify comment on back of this Checklist; NA = not applicable.

Address: \_\_\_\_\_

ID No: \_\_\_\_\_

☐ Passenger

Rated load: \_\_\_\_\_

☐ Freight class \_\_\_\_\_

Speed: \_\_\_\_\_

☐ Routine inspection and test☐ Periodic inspection and test☐ Acceptance inspection and test

Code Edition: \_\_\_\_\_

Inspected by: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

QEI No: \_\_\_\_\_ Certifying organization: \_\_\_\_\_

	OK	NG	NA		OK	NG	NA
<b>1 ELEVATOR — INSIDE OF CAR</b>				<b>2.21 Belt- or chain-drive machine</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.1 Door reopening device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.22 Motor generator</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.23 Absorption of regenerated power</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating control devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.24 AC drives from a DC source</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills and car floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.25 Traction sheaves</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.26 Secondary and deflector sheaves</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car emergency signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.27 Rope fastenings</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car door or gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.28 Terminal stopping devices</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Door closing force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.29 Car and counterweight safeties</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Power closing of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.39 Low oil protection</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power opening of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.40 Inspection control</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Car vision panels and glass car doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.41 Maintenance records</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.42 Static control</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3 ELEVATOR — TOP OF CAR</b>			
1.14 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.1 Top-of-car stop switch</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.15 Signs and operating device symbols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.2 Car top light and outlet</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated load, platform area, and data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.3 Top-of-car operating device</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby power operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.4 Top-of-car clearance, refuge space, and standard railing</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted opening of car or hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.5 Normal terminal stopping devices</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.6 Final and emergency terminal stopping devices</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2 ELEVATOR — MACHINE ROOM</b>				<b>3.7 Car leveling and anticreep devices</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Access to machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.8 Top emergency exit</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Headroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.9 Floor and emergency identification numbering</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.10 Hoistway construction</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.11 Hoistway smoke control</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.12 Pipes, wiring, and ducts</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.13 Windows, projections, recesses, and setbacks</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.14 Hoistway clearances</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.15 Multiple hoistways</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Guarding of exposed auxiliary equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.16 Traveling cables and junction boxes</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Numbering of elevators, machines, and disconnect switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.17 Door and gate equipment</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 Disconnecting means and control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.18 Car frame and stiles</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 Controller wiring, fuses, grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.19 Guide rails fastening and equipment</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 Governor, overspeed switch, and seal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.20 Governor rope</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.21 Governor releasing carrier</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.15 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.22 Wire rope fastening and hitch plate</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.16 Overhead beam and fastenings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.23 Suspension rope</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.17 Drive machine brake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.24 Top counterweight clearance</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.18 Traction drive machines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3.25 Car, overhead, and deflector sheaves</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.19 Gears, bearings, and flexible couplings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.20 Winding drum machine and slack cable device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

## APPENDIX E – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR TRACTION ELEVATORS

## EXHIBIT B – CHECKLIST FOR INSPECTION OF ELEVATORS

## CHECKLIST FOR INSPECTION OF ELECTRIC ELEVATORS (Back)

		OK	NG	NA			OK	NG	NA
3.26	Broken rope, chain, or tape switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.2	Bottom clearance, runby, and minimum refuge space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.27	Crosshead data plate and rope data tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.3	Final and emergency terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.28	Counterweight and counterweight buffer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.4	Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.29	Counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.5	Traveling cables	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3.33	Compensating ropes and chains	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.6	Governor-rope tension devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	<b>ELEVATOR — OUTSIDE HOISTWAY</b>				5.7	Car Frame and platform	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.1	Car platform guard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.8	Car safeties and guiding members — including roped-hydraulic elevators installed under A17.1b–1989 and later editions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.2	Hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.9	Buffers and emergency terminal speed limiting devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.3	Vision panels	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5.10	Compensating chains, ropes, and sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.4	Hoistway door locking devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6	<b>ELEVATOR — FIREFIGHTERS' SERVICE</b>			
4.5	Access to hoistway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.1	<input type="checkbox"/> A17.1b–1973 through A17.1b–1980	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.6	Power closing of hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.2	<input type="checkbox"/> A17.1–1981 through A17.1b–1983	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.7	Sequence operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.3	<input type="checkbox"/> A17.1–1984 through A17.1a–1988 and A17.3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.8	Hoistway enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	6.4	<input type="checkbox"/> A17.1b–1989 through A17.1d–2000	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4.9	Elevator Parking devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4.10	Emergency doors in blind hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4.11	Separate counterweight hoistway	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4.12	Standby power selection switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
4.13	Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
5	<b>ELEVATOR — PIT</b>								
5.1	Pit access, lighting, stop switch, and condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					

**Comments:**

## **APPENDIX F – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR ESCALATORS**

### **I. FULL-SERVICE WARRANTY MAINTENANCE REQUIREMENTS**

- A. The Contractor shall examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not limited to the following:
1. Step Rollers
  2. Belts and chains
  3. Controller Components: resistors, timers, fuses, overloads, minor contacts, wiring
  4. Brake: pads, lining, discs, or shoes
  5. Comb plates
  6. Demarcation lights.
  7. Escalator machine
  8. Handrail, handrail drive chains
  9. PC Boards, solid state devices, contactors
  10. Sprockets, step chains
  11. Stop switch
- B. The Contractor shall keep the truss and other structural members free of rust. Renew step rollers as required to insure smooth and satisfactory operation.
- C. Contractor shall be responsible for keeping the exterior of the escalator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The machine windings shall be treated as needed, with proper insulating compound as recommended by the machine manufacturer.
- D. Correct any deficiencies found. Contractor shall be responsible for the correction of deficiencies.

### **II. ITEMS OF PREVENTATIVE MAINTENANCE WORK**

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventive maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventive maintenance without added cost to the Authorized User.

#### **Monthly Preventive Maintenance**

1. Ride each escalator checking for unusual noise or operation.
2. Hold the handrails for the entire travel, and verify they move smoothly without stuttering and that they move at the same speed as the steps.
3. Firmly grip the handrail at several points during the ride and verify the handrail does not stall.
4. Inspect comb plates at all landings.
5. Inspect for proper operation of escalator lighting at landing plate.
6. Inspect demarcation lights at entrance and egress. Verify lights are operating properly, of uniform color and intensity.
7. Inspect skirt panels/balustrade panels to verify seams are flush and properly attached with no damaged, jagged, or sharp edges.
8. Inspect skirt panels for worn or detached skirt panel brushes.
9. Verify floor plates are firmly fastened and flush with floor and access treads.
10. Remove floor plate at lower end for access to step chains.
11. Use spray equipment or paint brush to lubricate as necessary.
12. Apply lubricant to step wheels.

## **APPENDIX F – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR ESCALATORS**

13. Run escalator and visually inspect step wheels and chains for proper tension and tracking.
14. Mark location of handrail with chalk and check each handrail for a complete revolution.
15. Inspect each handrail for cuts, cracks, gouges, and excessive wear. Inspect underside of handrails for pinch points.
16. Mark a step with chalk and inspect all steps through a complete revolution of the escalator.
17. Inspect steps for cracks and chips, damaged or broken step demarcation segments or damaged risers.
18. Check condition of control boards and circuits.
19. Check mainline fuses for heating.
20. Check setting of broken chain switch, steps, and skirt safety switches.
21. Check operation of emergency stop switch by activating the switch. Verify unit stops within 18" to 32" of travel.

### **Quarterly Preventive Maintenance**

1. Perform all monthly maintenance items.
2. Clean motor commutators, renew or reseal brushes.
3. Check condition of the track, wear joints, wheel clearances both laterally and vertically.
4. Check step chain for wear and lubrication of side bars and pin connector holes.
5. Check operation of tension carriage, condition of the track and clearances, lubricate rollers and pivots.
6. Check condition and lubrication of main bearings.
7. Check tightness of main sprockets on shaft.
8. Check setting and wear of tangential and step chain guides, adjust and lubricate as necessary.
9. Seal any leaks on motors, gearboxes, etc.
10. Clean contactors, check alignment of switches, and operation of overloads.
11. Check all other contactor equipment.
12. Check all safeties for proper operation.

### **Annual Preventive Maintenance**

1. Perform all monthly maintenance items.
2. Remove comb plates and 50% of the steps, check stair welds.
3. Check condition of step rollers and axles.
4. Clean truss, incline pan, and underside of steps.
5. Clean armature and motor with blower and vacuum.
6. Check armature and rotor clearances.
7. Check motor connections and bearings.
8. Clean and check fuse holders and contactors and check all other connections.
9. Check all safety devices and tighten all connections, clean, and lubricate as necessary.
10. Lubricate intermediate bearings, motor bearing and worm shaft bearing.
11. Lubricate pinion gears, ring gear and main shaft bearing.
12. Check and lubricate handrail guide wheels.
13. Check surface of handrail tension rollers.
14. Check any additional items required by the State of New York for the annual inspection.
15. Perform annual step index test and provide to Authorized User.

## **III. ESCALATOR INSPECTION AND TESTING SERVICE**

As required by ASME A17.1, all escalators shall be appropriately inspected every six (6) months and tested annually. The tasks are detailed below and on the ASME A17.1 Checklist for Inspection of Escalators (Exhibit B). The Contractor must complete this checklist and submit to the Authorized User upon completion of each inspection service performed.

## APPENDIX F – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR ESCALATORS

### SEMI-ANNUAL INSPECTION SERVICE

1. The Contractor shall examine and test all safety devices, handrails, comb plates, pressure switches, etc. as required and outlined in the current adopted edition of ASME A17.1.
2. The Contractor shall notify the Authorized User of any noted deficiencies and furnish a test and condition report for each escalator to the Authorized User after the inspection using the Checklist for Inspection of Escalators (Exhibit B).

### ANNUAL INSPECTION TESTING SERVICE – CAT-1

1. The Contractor shall provide any needed equipment to perform the pretest examinations and tests at no additional cost to the Authorized User.
2. The Contractor shall provide all necessary weights and testing equipment, 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.
3. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1.
4. These tests shall be conducted in the presence of an Authorized User-selected and Qualified Elevator Inspector. It is the CONTRACTOR's responsibility to ensure the presence of the QEI at the Annual tests.
5. Tests performed on 1-year intervals will be scheduled to comply with the 1-year interval specified in ASME A17.1 Appendix N, which has been adopted by NY State.
6. The Contractor shall furnish test and condition reports to the Authorized User after each test using the Checklist for Inspection of Escalators (Exhibit B).
7. After tests have been performed, all loading devices, etc. shall be checked and adjusted as required to meet manufacturer's recommendations. ***Escalators shall not be placed in service until all tests, checks and adjustments are completed and the escalators are in proper working condition.*** The Contractor will not be held responsible for any damage to the building and equipment (excluding escalator and related escalator equipment) caused by these tests unless such damage is a result of negligence by the Contractor.
8. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.
9. The Contractor shall furnish and install, at no additional cost to the Authorized User, any missing code data plates and signage 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.
10. If during the inspection/testing of a particular escalator, such escalator fails, Contractor shall continue the inspection/testing procedure with other escalators so as not to delay the overall inspection/testing process.
11. The Contractor shall provide a separate crew to repair deficiencies.



## **APPENDIX F – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR ESCALATORS**

### **EXHIBT A - SPARE PARTS LIST**

- A. The Contractor shall maintain on-site, as a minimum, the following replacement parts:
  - 1. Five (5) Fuses of each size, type and current rating.
  - 2. Adequate supply of replacement lamps.
  - 3. Comb plates.
  - 4. Motor brushes and hardware.
  - 5. Handrail guides.
  - 6. Brush guards.
  - 7. Step rollers and minor component parts.
  - 8. All required lubricants, cleaning agents, compounds and other materials and equipment required for preventive maintenance procedures specified herein.
  - 9. At the completion of the Mini-Bid Agreement, the above parts list is to be turned over to the Authorized User.
  
- B. The Contractor shall maintain at their local office, or have available within 24 hours of need, the following replacements parts:
  - 1. Emergency Stop Switch
  - 2. Handrails as required

# APPENDIX F – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR ESCALATORS

## EXHIBIT B – CHECKLIST FOR INSPECTION OF ESCALATORS

ASME A17.2-2017

### Checklist and Report for Inspection of Escalators

#### GENERAL NOTES:

(a) See ASME A17.2 for detailed Code requirements. Numbering is tied to the numbering of A17.2 items.

(b) OK = meets requirements; NG = insert number to identify comment on back of this checklist; N/A = not applicable.

Address: _____		<input type="checkbox"/> Routine inspection and test
ID No: _____		<input type="checkbox"/> Periodic inspection and test
		<input type="checkbox"/> Acceptance inspection and test
<input type="checkbox"/> Passenger	Rated load: _____ lb or kg	Code Edition: _____ (from Code data plate)
Width: _____ in. or m		Inspected by: _____
Speed: _____ ft/min or m/s		Signature: _____ Date: _____
		Certification No. _____ Certifying organization: _____

	OK	NG	N/A		OK	NG	N/A
<b>7 ESCALATOR — EXTERNAL</b>				<b>8 ESCALATOR — INTERNAL</b>			
7.1 General fire protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.1 Machinery space access, lighting, receptacle, and condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.2 Geometry	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.2 Machinery space stop switches and inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.3 Handrails	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.3 Controller and wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.4 Entrance and egress ends	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.4 Drive machine and brake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.5 Lighting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.5 Speed governor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.6 Caution signs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.6 Broken drive chain device and disconnected motor safety device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.7 Combplate and comb step impact device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.7 Reversal stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.8 Deck barricades and antislides devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.8 Broken stop chain device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.9 Steps and upthrust device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.9 Stop upthrust device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.10 Operating and safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.10 Missing step device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.11 Skirt-obstruction device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.11 Step level device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.13 Egress restriction (rolling shutter) device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.12 Steps, stop chains, and trusses	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.14 Speed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.13 Handrail systems and safety devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.15 Balustrades	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.16 Ceiling intersection guards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.15 Response to smoke detectors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.17 Step/skirt clearances, panels, and performance index	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.16 Step lateral displacement device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.18 Outdoor protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.17 Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.19 Maintenance records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	8.18 Earthquake inspection and tests (seismic risk zone 2 or greater)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.20 Earthquake inspection and tests (seismic risk zone 2 or greater)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

**APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS  
FOR MISCELLANEOUS LIFT EQUIPMENT**

**MAINTENANCE SPECIFICATIONS FOR DUMBWAITERS**

**I. FULL-SERVICE WARRANTY MAINTENANCE REQUIREMENTS**

- A. The Contractor shall examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not limited to the following:
1. Entire machine, including housing, drive sheave, drive sheave shaft bearings, brake, and brake assembly, and component parts.
  2. Motor including auxiliary rotating systems, motor windings, rotating elements, commutators, and bearings.
  3. All sheaves.
  4. All controller components, including all relays, contracts, solid state components resistors, condensers, transformers, contacts, leads, mechanical, or electrical timing devices, computer devices.
  5. Selector, or indicators: all components including selector drive tape, wire, or cable, hoistway vanes, magnets, and all other mechanical, and electrical drive components.
  6. Motor brushes, and brush holders.
- B. Correct any deficiencies found. Contractor shall be responsible for the correction of deficiencies.

**II. ITEMS OF PREVENTATIVE MAINTENANCE WORK**

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventive maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventive maintenance without added cost to the Authorized User.

**Monthly Preventive Maintenance**

1. Perform general inspection of machinery, sheaves, worm and gear, motor, brake, selectors, or floor controllers, when used, lubricate as required.
2. Empty drip pans, discard oil in an approved manner.
3. Observe brake operation, and adjust, or repair, if required.
4. Inspect, and lubricate, machinery, contacts, linkage, and gearing.
5. Clean, and inspect, brushes, and commutator, perform needed repairs.
6. Clean, and inspect, controller, selectors (when used), relay connectors, contacts, etc.
7. Inspect governor, (when used), for working parts, clean, and lubricate.
8. Clean, and lubricate, signal drive mechanism, when used.
9. Check condition, and lubrication, of car end counterweight.
10. Check governor, (when used), and tape tension sheave lubrication.
11. Clean pit, remove all rubbish, trash, etc., and empty drip pans.
12. Replace all burned out lamps in dumbwaiter car, pit, hall fixtures, etc.

**Quarterly Preventive Maintenance**

1. Perform Monthly Tasks.
2. Check door operation. Clean, lubricate, and adjust brake, linkages, gears, motor, check keys, set screws, contacts, chains, belts, and cams.
3. Check door counterweight. Clean, adjust, and lubricate, car gate tracks, and pivot points.
4. Check selector, (when used). Clean, adjust, and lubricate brushes, dashpots, traveling cables, chain, pawl magnets, wiring, contacts, relays, tape drive, and broken switch.

## **APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR MISCELLANEOUS LIFT EQUIPMENT**

5. Check car. Clean, adjust, and lubricate car door, and gate tracks.
6. Observe operation of signal, and operating system. Inspect buffers, tape clamps, slack cable switch, couplings, keyways, and pulleys. Clean, adjust, and lubricate, as necessary.
7. Check oil level in car, and counterweight oil buffers, (when used), and add oil, as required.
8. Check brushes, and commutators. Inspect commutators for finish, grooving, eccentricity, and mica level. If required, clean, turn, or refinish, commutator to provide proper commutation. Inspect brushes for tension, seating, and wear, replace, or adjust, as required.
9. Lubricate guide rails, where applicable.
10. Check controller contacts, and relays. Visually inspect, check adjustment, and replace contacts, as required.
11. Visually inspect, and clean, governors, (when used).

### **Semi-Annual Preventive Maintenance**

1. Perform Monthly Tasks.
2. Check leveling operation. Clean, and adjust, leveling switches, hoistway vanes, magnets, and inductors, or selectors, (when used). Repair, or adjust, for proper leveling.
3. On hoistway doors, clean, lubricate, and adjust tracks, and interlocks.
4. Inspect all fastenings, and ropes, for wear and lubrication. Clean both governor, (when used), and hoist ropes, and lubricate hoist ropes, if needed. Inspect all rope hitches, and shackles, and equalize rope tension.
5. Clean, adjust, and lubricate car door, or gate tracks.
6. Inspect hoist reduction gear brake, and brake drum, drive sheave, and motor, and any bearing wear.
7. Inspect, clean, and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots, and fastenings.
8. Inspect safety parts, pivots, setscrews, switches, etc. Check adjustment of car, and counterweight gibs, or shoes, lubricate, and adjust, if necessary.
9. In the pit, inspect hitches, inspect governor, (when used), and tape tension sheave fastenings. Empty, and clean, oil drip pans.
10. Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check, and adjust, clearance between safety jaws, and guide rails. Visually inspect all safety parts.
11. Clean, and examine, governor rope, (when used), replace, if needed. (Do not lubricate governor ropes.)

### **Annual Preventive Maintenance**

1. Perform Monthly Tasks.
2. Clean controllers with blower, check alignment of switches, relays, timers, hinge pins, etc., adjust, and lubricate. Check all resistance tubes, and grids. Check oil in overload relays, settings, and operation of overloads. Clean, and inspect, fuses, and holders, and all controller connections.
3. Inspect sheaves to ensure they are tight on shafts. Sound spokes, and rim, with hammer for cracks.
4. Examine all hoist ropes for wear, lubrication, length, and tension. Replace, lubricate, and adjust, as required, to meet code requirements.
5. In the hoistway, examine guide rails, cams, fastenings, and counterweights. Inspect, and test, limit, and terminal switches.
6. Clean all overhead cams, sheaves, sills, bottom of platforms, car tops, counterweight, and hoistway walls.
7. Check damping motor brushes, and replace, if needed.

**APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS  
FOR MISCELLANEOUS LIFT EQUIPMENT**

**MAINTENANCE SPECIFICATIONS – STAGE LIFTS/VERTICAL PLATFORM /  
WHEELCHAIR LIFTS/ MATERIAL LIFTS**

**I. FULL-SERVICE WARRANTY MAINTENANCE REQUIREMENTS**

- A. The Contractor shall examine, adjust, lubricate, clean, and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including, but not limited to the following:
1. Motors, including auxiliary rotating systems, motor windings, rotating elements, couplings, and bearings.
  2. Controller: all components including all relays, contacts, solid state components resistors, condensers, transformers, contacts, leads, mechanical, or electrical timing devices.
  3. Selector (when used): all components including selector drive tape, wire, or cable, hoistway vanes, magnets, inductors, and all other mechanical, and electrical, drive components.
  4. Tanks, pumping units, check, relief, and pressure valves.
  5. Hoistway door interlocks, or locks, and contacts; hoistway door hangers, and tracks, bottom door gibs, cams, rollers, and auxiliary door closing devices for power operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors.
  6. Hoistway limit switches, slowdown switches, leveling switches, and associated cams, and vanes.
  7. Guide shoes; including rollers, or replaceable gibs.
  8. Automatic power operated door operator, door protective devices, car hangers, tracks, and car door contacts for both side slide, and vertical, bi-parting doors.
  9. Traveling cables.
  10. Elevator control wiring in hoistway, and machine room.
  11. Buffers.
  12. Fixture contacts, push buttons, key switches and locks, and lamps and sockets, of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
- B. The Contractor shall keep the guide rails free of rust, where roller guides are used, and properly lubricated, when sliding guides are used. Renew guide shoe rollers, and gibs, as required, to insure smooth, and satisfactory operation.
- C. The Contractor shall also examine, and make necessary adjustments, or repair, to the following accessory equipment, including, revamping of signal equipment: hall lanterns, car, and corridor, position indicators, car stations, traffic director station, electric door operators, intercom systems, interlocks, door hangers, safety edges.
- D. The Contractor shall be responsible for keeping the exterior of the elevator machinery, and any other parts of the equipment, subject to rust, painted with heat resistant enamel, and presentable at all times. The motor windings shall be treated, as needed, with proper insulating compound, as recommended by the motor manufacturer. Cleaning, and refinishing, of the interior of the cars, and exterior of hoistway doorframes, are excluded from this contract.

**II. ITEMS OF PREVENTATIVE MAINTENANCE WORK**

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this Contract requires additional preventive maintenance for safe, reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventive maintenance without added cost to the Authorized User.

## **APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR MISCELLANEOUS LIFT EQUIPMENT**

### **Monthly Preventive Maintenance**

1. Raise unit to its full height to rid of cylinder oil seepage buildup and lubricate the upper cylinder barrel. For other types of drives, check for proper function throughout limits of travel.
2. Check operational control device for proper function.
3. Check emergency signal operation.
4. Check condition of brake and safeties.
5. Check condition of ropes.
6. Check breather lines for proper hydraulic fluid return to reservoir.
7. Check hydraulic fittings for cracks, or leaks, and clean up any weepage on, or beneath, the cylinder.
8. Clean, and remove, unnecessary debris from the vicinity of floor, and pit mounted units, to avoid interference with the lift mechanism, or rollers.
9. Check the hydraulic fluid level, and hydraulic chain, for proper operation.
10. Check hydraulic fittings for cracks, or leaks, and clean up any weepage on, or beneath the cylinder.
11. Check for proper seating of all snap rings, and clips on axles, cylinder, and rollers.
12. Check rollers, pins, and bushings, for any signs of wear, such as flat spots, missing fasteners, or dislodged bearing material.
13. Check hoses, and electrical lines, for abrasions, or other abuse. Check connections for tight fit.
14. Grease the whale slots, fold slots, and safety barrier.
15. Inspect the motor for proper operation.
16. Inspect power to the lift for proper operation.
17. Inspect the battery power for proper operation.
18. Inspect the sides of the lift for proper operation.
19. Inspect the frame for proper operation.
20. Inspect the lowering device for proper operation.
21. Inspect the gates for proper operation.
22. Inspect the emergency stop button for proper operation.
23. Inspect the handrail for proper operation.
24. Inspect the flooring of the unit. Correct any abnormalities.
25. Inspect the guards for proper operation.
26. Inspect safety devices on the unit for condition of pleated bellows, or smooth operation of the electric toe guards.
27. Operate the unit, and check for any abnormal noise, or vibrations.
28. Check inside and outside runway for proper clearance.
29. Check runway door locking device.
30. Check slack rope device.
31. Check condition of limit switches.

### **Quarterly Preventive Maintenance**

1. Perform Monthly Tasks.
2. Lightly oil the whale pins, safety barrier hinge, bridge plate hinge, platform fold bearings, and horseshoe pivot pins.

**APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS  
FOR MISCELLANEOUS LIFT EQUIPMENT**

**ELEVATOR INSPECTION AND TESTING SERVICE OF MISCELLANEOUS  
LIFT EQUIPMENT**

As required by ASME A17.1 and A18.1, all dumbwaiters, wheelchair lifts, and stage lifts shall be appropriately inspected every six (6) months and tested annually. Additionally, all traction and roped hydraulic elevators shall be tested every five (5) years. The tasks are detailed below and on the ASME A17.1 and A18.1 Checklists for Inspection of Elevators (Exhibit B). The Contractor must complete this checklist and submit to the Authorized User upon completion of each inspection service performed.

**SEMI-ANNUAL INSPECTION SERVICE**

1. Perform the required Semi-Annual inspection and testing service for each elevator.
2. The Contractor shall examine and test all safety devices, governors, oil buffers, etc. as required and outlined in the current adopted edition of ASME A17.1 and ASME A18.1.
3. The Contractor shall notify the Authorized User of any noted deficiencies and furnish a test and condition report for each elevator to the Authorized User after the inspection using the Checklists for Inspection of Elevators (Exhibit B).

**ANNUAL INSPECTION TESTING SERVICE – CAT-1 & CAT-5**

1. The Contractor shall provide any needed equipment to perform the pretest examinations and tests at no additional cost to the Authorized User.
2. The Contractor shall provide all necessary weights and testing equipment, 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.
3. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1.
4. These tests shall be conducted in the presence of an Authorized User-selected and qualified Independent Elevator Inspector. It is the CONTRACTOR's responsibility to ensure the presence of the Independent Elevator Inspector at the Annual and Five-year tests.
5. Tests performed on 1 and 5-year intervals will be scheduled to comply with the 1 and 5-year interval specified in ASME A17.1 Appendix.
6. The Contractor shall furnish test and condition reports to the Authorized User after each test using the Checklist for Inspection of Elevators (Exhibit B).
7. 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.
8. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.
9. 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.
10. If during the inspection/testing of a particular elevator, such elevator fails, Contractor shall continue the inspection/testing procedure with other elevators so as not to delay the overall inspection/testing process.
11. The Contractor shall provide a separate crew to repair deficiencies.

**APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS  
FOR MISCELLANEOUS LIFT EQUIPMENT**

**EXHIBT A - SPARE PARTS LIST**

- A. The Contractor shall maintain on-site, as a minimum, the following replacement parts:
1. Five (5) Fuses of each size, type and current rating.
  2. Adequate supply of replacement lamps.
  3. Four (4) each type car and hoistway door hanger rollers
  4. One (1) each type hoistway door interlock assembly, complete
  5. One (1) infrared door detector, receiver and transmitter along with associated cables
  6. One (1) set of rollers for car and counterweight roller guide assemblies
  7. One (1) plug-in relay for each type used
  8. Two (2) replacement LED lamps for cab lights
  9. All required lubricants, cleaning agents, compounds and other materials and equipment required for preventive maintenance procedures specified herein.
  10. At the completion of the Elevator Full Maintenance term, the above parts list is to be turned over to the facility.
- B. The Contractor shall maintain at their local office, or have available within 24 hours of need, the following replacements parts:
1. Door operator motor
  2. Door clutch
  3. Printed circuit boards each type used, including power supplies
  4. Printed circuit boards for signal fixtures
  5. Transformers for each type and size used
  6. Motor Drive



# APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR MISCELLANEOUS LIFT EQUIPMENT EXHIBIT B – CHECKLIST FOR INSPECTION OF ELEVATORS

## CHECKLIST FOR INSPECTION OF ELECTRIC ELEVATORS

**GENERAL NOTES:**

(a) See ASME A17.2–2004 for detailed inspection information on each item number.

(b) OK = meets requirements; NG = insert number to identify comment on back of this Checklist; NA = not applicable.

Address: \_\_\_\_\_

ID No: \_\_\_\_\_

☐ Passenger Rated load: \_\_\_\_\_

☐ Freight class \_\_\_\_\_ Speed: \_\_\_\_\_

- ☐ Routine inspection and test  
☐ Periodic inspection and test  
☐ Acceptance inspection and test

Code Edition: \_\_\_\_\_

Inspected by: \_\_\_\_\_ Print

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

QEI No: \_\_\_\_\_ Certifying organization: \_\_\_\_\_

	OK	NG	NA		OK	NG	NA
<b>1 ELEVATOR — INSIDE OF CAR</b>				<b>2.21</b>			
1.1 Door reopening device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.22 Motor generator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.23 Absorption of regenerated power	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating control devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.24 AC drives from a DC source	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills and car floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.25 Traction sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.26 Secondary and deflector sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car emergency signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.27 Rope fastenings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car door or gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.28 Terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.8 Door closing force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.29 Car and counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.9 Power closing of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.39 Low oil protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power opening of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.40 Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Car vision panels and glass car doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.41 Maintenance records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.42 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
1.14 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3 ELEVATOR — TOP OF CAR</b>			
1.15 Signs and operating device symbols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Top-of-car stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated load, platform area, and data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Car top light and outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby power operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Top-of-car operating device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted opening of car or hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Top-of-car clearance, refuge space, and standard railing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2 ELEVATOR — MACHINE ROOM</b>				3.6 Final and emergency terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Access to machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.7 Car leveling and anticreep devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Headroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.8 Top emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.9 Floor and emergency identification numbering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.10 Hoistway construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.11 Hoistway smoke control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.12 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.13 Windows, projections, recesses, and setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.14 Hoistway clearances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Guarding of exposed auxiliary equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.15 Multiple hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Numbering of elevators, machines, and disconnect switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.16 Traveling cables and junction boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 Disconnecting means and control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.17 Door and gate equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 Controller wiring, fuses, grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.18 Car frame and stiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 Governor, overspeed switch, and seal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.19 Guide rails fastening and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.20 Governor rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.15 Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.21 Governor releasing carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.16 Overhead beam and fastenings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.22 Wire rope fastening and hitch plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.17 Drive machine brake	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.23 Suspension rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.18 Traction drive machines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.24 Top counterweight clearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.19 Gears, bearings, and flexible couplings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.25 Car, overhead, and deflector sheaves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.20 Winding drum machine and slack cable device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

## CHECKLIST FOR INSPECTION OF ELECTRIC ELEVATORS (Back)

**Comments:**

# APPENDIX G – PREVENTIVE MAINTENANCE SPECIFICATIONS FOR MISCELLANEOUS LIFT EQUIPMENT

## EXHIBIT B – CHECKLIST FOR INSPECTION OF ELEVATORS

### CHECKLIST FOR INSPECTION OF HYDRAULIC ELEVATORS

**GENERAL NOTES:**

(a) See ASME A17.2–2004 for detailed inspection information on each item number.

(b) OK = meets requirements; NG = insert number to identify comment on back of this Checklist; NA = not applicable.

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ID No: \_\_\_\_\_

☐ Passenger Rated load: \_\_\_\_\_

☐ Freight class \_\_\_\_\_ Speed: \_\_\_\_\_

- ☐ Routine inspection and test  
☐ Periodic inspection and test  
☐ Acceptance inspection and test

Code Edition: \_\_\_\_\_

Inspected by: \_\_\_\_\_ Print

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

QEI No: \_\_\_\_\_ Certifying organization: \_\_\_\_\_

	OK	NG	NA		OK	NG	NA
<b>1 ELEVATOR — INSIDE OF CAR</b>				<b>2.36</b> Hydraulic cylinders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.1 Door reopening device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.37</b> Pressure switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.2 Stop switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.38</b> Roped water hydraulic elevators	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.3 Operating control devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.39</b> Low oil protection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.4 Sills and car floor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.40</b> Inspection control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.5 Car lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.41</b> Maintenance records	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.6 Car emergency signal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>2.42</b> Static control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.7 Car door or gate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
1.8 Door closing force	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>3 ELEVATOR — TOP OF CAR</b>			
1.9 Power closing of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.1 Top-of-car stop switch	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.10 Power opening of doors or gates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.2 Car top light and outlet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.11 Car vision panels and glass car doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.3 Top-of-car operating device	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.12 Car enclosure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.4 Top-of-car clearance, refuge space, and standard ralling	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.13 Emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.5 Normal terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.14 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.6 Final and emergency terminal stopping devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.15 Signs and operating device symbols	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.7 Car leveling and anticreep devices	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.16 Rated load, platform area, and data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.8 Top emergency exit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.17 Standby power operation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.9 Floor and emergency identification numbering	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.18 Restricted opening of car or hoistway doors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.10 Hoistway construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
1.19 Car ride	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.11 Hoistway smoke control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>2 ELEVATOR — MACHINE ROOM</b>				3.12 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.1 Access to machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.13 Windows, projections, recesses, and setbacks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.2 Headroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.14 Hoistway clearances	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.3 Lighting and receptacles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.15 Multiple hoistways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.4 Machine space	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.16 Traveling cables and junction boxes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.5 Housekeeping	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.17 Door and gate equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.6 Ventilation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.18 Car frame and stiles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.7 Fire extinguisher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.19 Guide rails fastenings and equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.8 Pipes, wiring, and ducts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.20 Governor rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.9 Guarding of exposed auxiliary equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.21 Governor releasing carrier	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.10 Numbering of elevators, machines, and disconnect switches	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.22 Wire rope fastening and hitch plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.11 Disconnecting means and control	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.23 Suspension rope	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.12 Controller wiring, fuses, grounding, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.27 Crosshead data plate and rope data tags	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.13 Governor, overspeed switch, and seal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.28 Counterweight and counterweight buffer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.14 Code data plate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.29 Counterweight safeties	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.30 Hydraulic power unit	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.30 Speed test	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.31 Relief valves	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.31 Slack rope device — roped-hydraulic elevators installed under A17.1b–1989 and later editions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.32 Control valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3.32 Traveling sheave — roped-hydraulic elevators installed under A17.1b–1989 and later editions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2.33 Tanks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.34 Flexible hydraulic hose and fitting assemblies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
2.35 Supply line and shutoff valve	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

## CHECKLIST FOR INSPECTION OF HYDRAULIC ELEVATORS (Back)

**Comments:**

## Appendix H - Mini-Bid Project Definition Template Authorized User Instructions

Version: February 3, 2023 7100423271 Appendix H MiniBid Project Definition Template

### Prior to Filling in this Document

Authorized Users are advised to review the terms and conditions of the Centralized Contract to determine if it will fit the form, function and utility of their desired Procurement.

Authorized Users are advised to review the "How to Use" document available on the Contract website prior to and during the drafting of the Mini-Bid Project Definition.

Authorized Users are advised to ensure they are utilizing the most recent version of this document prior to drafting their Mini-bid. The most recent version is available on the Contract website.

### General Instructions

The Authorized User is required to complete the "Mini-Bid Overview" worksheet and the "Project Overview" worksheet, and prepare the "Contractor Response" worksheet before issuing the Mini-Bid.

Please also be sure to delete the worksheet "Authorized User Instructions" prior to issuing the Mini-Bid.

The Contractors are required to complete the "Contractor Response" worksheet and submit the Mini-Bid Project Definition to the Authorized User.

Cells filled in grey are intended for structural purpose and should not be edited in content.

Cells filled in light grey are required or recommended text for that section or perform calculations based on Authorized User input and it is recommended to not alter these cells unless determined necessary.

Cells filled in red indicate errors or missing input which needs to be provided by the Authorized User. Cells will revert to light grey once issue resolved.

Cells filled in yellow are intended for instructional purposes. The rows for these cells should be deleted prior to submission of the Mini-Bid Project Definition Template to Contractors.

Cells filled in light blue must be updated with information relevant to the Authorized User's project.

Cells filled in light green are intended for Contractor to respond.

Cells with no fill are intentionally left blank and should not be utilized by the Authorized User or Contractor.

This template can be tailored to meet an agency's or facility's needs. The inclusion of agency-specific clauses is permissible as long as they do not conflict with the Centralized Contract terms and conditions. Please keep in mind that the Centralized Contract terms and conditions supercede those of a Mini-bid Agreement as per the Centralized Contract's Conflict of Terms clause.

Some optional sections of this template may not be relevant to all Authorized Users. Those sections may be revised or removed in entirety (including applicable grey cells). Should it be decided to remove a section, we recommend that the procurement record include a comment explaining why this section was omitted for reference in future Contract usage.

When creating Mini-Bid Project Definitions, Authorized Users should NOT be altering the Tables to include items that are not described in the Centralized Contract. If Authorized Users have a need for Lift Equipment Maintenance Services which are outside the scope of the Centralized Contract, then Authorized Users are instructed to perform their own procurement following their agency's procurement guidelines.

Should the Authorized User opt to Protect worksheets prior to issuing the Mini-Bid to Contractors, please be sure to confirm that all cells intended for Contractor response are available for their response prior to release.

The Contract Manager designated by Procurement Services will provide a State Agency Authorized User with a Mini-Bid Contract Number for the awarded Contractor upon receipt of the Mini-Bid Project Definition Attestation in accordance with the "How to Use" documentation provided on the Contract website.

Below is a list of the 11 Regions and corresponding counties as defined in the Central Contract. All Contractors Awarded the applicable Region must be Solicited for Bid. Please refer to the Pricing and Award Summary document to determine the Contractors which have been awarded the applicable Region for this Mini-bid Solicitation.

Region Designation										
1	2	3	4	5	6	7	8	9	10	11
Nassau	Bronx	Orange	Columbia	Albany	Clinton	Franklin	Cayuga	Broome	Chemung	Allegany
Suffolk	Kings	Putnam	Delaware	Rensselaer	Essex	Fulton	Cortland	Chenago	Livingston	Cattaraugus
	New York	Rockland	Dutchess	Saratoga	Warren	Hamilton	Jefferson	Otsego	Monroe	Chautauqua
	Queens	Westchester	Greene	Schenectady	Washington	Herkimer	Madison	Tioga	Ontario	Erie
	Richmond		Sullivan	Schoharie		Lewis	Onondaga	Tompkins	Schuyler	Genesee
			Ulster			Montgomery	Oswego		Seneca	Niagara
						Oneida			Steuben	Orleans
						St. Lawrence			Wayne	Wyoming
									Yates	

<b>MINI-BID PROJECT DEFINITION</b> <b>GROUP: 71004 AWARD NUMBER: 23271</b> <b>ELEVATOR, ESCALATOR AND MISCELLANEOUS LIFT EQUIPMENT MAINTENANCE SERVICES (STATEWIDE)</b>			
<b>Authorized User Name:</b>			
<b>Authorized User Street Address:</b>			
<b>Authorized User City, State, and Zip Code:</b>			
<i>Mini-Bid Project Number here is determined by the Authorized User and intended for reference during Solicitation and Bid Evaluation. The Mini-Bid Contract Number issued by OGS Procurement Services (should it be requested) will replace this as the reference for this Mini-Bid following award.</i>		<i>Project Name is determined by the Authorized User and should include reference to the applicable facility or campus</i>	
<b>MINI-BID PROJECT NUMBER:</b>		<b>PROJECT NAME:</b>	
<b>DESIGNATED CONTACTS</b>			
<b>Primary Contact:</b>		<b>Secondary Contact:</b>	
<b>Email Address:</b>		<b>Email Address:</b>	
<b>New York State Governmental Entities must indicate if Procurement Lobbying Law/Restricted Period is in effect:</b>			
<b>SECTION 1: MINI-BID OVERVIEW</b>			
<b>1.1 INTRODUCTION</b>			
<i>The introduction should be kept brief and contain the information in the box below. An Authorized User may also use this section to introduce their organization to the Contractor pool.</i>			
<p>This Mini-Bid is being distributed to the Contractors awarded under the Region listed below to acquire Lift Equipment Maintenance Services under the OGS Centralized Contract Award 23271.</p> <p>The purpose of this Mini-bid is to obtain proposals for the work as detailed in this document and any attachments(s) that may be included.</p> <p>Responses will only be accepted from Contractors listed under Award #23271 for the Region indicated below.</p> <p>Prior to award, the Authorized User must ensure that licensing requirements are met by the Contractor. (<a href="https://data.ny.gov/d/yhnc-99ih">https://data.ny.gov/d/yhnc-99ih</a>)</p> <p>Prior to the award, the Authorized User must ensure licensing requirements are met by Contractor staff/representatives. (<a href="https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y">https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y</a>)</p> <p>Responses which include pricing in excess of the "maximum Not-To-Exceed price" awarded to the Contractor for the Region indicated above must be rejected by the Authorized User.</p>			
<b>REGION:</b>			
<b>1.2 CONTRACT TERM AND CONDITIONS</b>			
<i>Mini-Bid Agreements awarded during the term of the Centralized Contract may have a total term of one month up to five years, including any extensions. Furthermore, the end date of the Mini-Bid Agreement with a start date prior to the end date of the Centralized Contract may be up to three (3) years past the end date of the Centralized Contract provided that the total term of the Mini-Bid Agreement does not exceed five years, including any extensions. This term duration allows an Authorized User the ability to maximize the service offered by the Centralized Contract. Enter contract term below and any contract extension terms. Months must be entered in numerical format (January -&gt; 1, December -&gt; 12) for automatic calculations to properly calculate. *Total No. Years in Initial Contract Term* and *Total No. of Years Allowed by Contract* are automatically calculated based on inputs. These cells will display as red if terms are inconsistent with Central Contract.</i>			
<b>Tentative Start Date (Month, Day, Year):</b>			
<b>Tentative End Date (Month, Day, Year):</b>			
<b>Total No. Years in Initial Contract Term:</b>		Enter Dates Above	
<b>Total No. of Possible Extensions:</b>		<b>Length of Possible Extensions (Months)</b>	
<b>Total No. of Years Allowed by Contract:</b>		Enter Values Above	
<b>1.3 KEY EVENTS AND DATES</b>			
<i>An Authorized User should use this section to identify all dates and times associated with this Mini-Bid. There may be additional key events the Authorized User may wish to add. Including an Intent to Bid or Question and Answer Period is optional, should the Authorized User determine either unnecessary, please delete the applicable row(s) from the template. Dates and times reported here are automatically filled in to other applicable sections of the Mini-Bid Project Definition Template automatically.</i>			
<b>Event</b>	<b>Date</b>	<b>Time</b>	
Mini-Bid Release			
Mandatory Site Visit			
Deadline for Submission of Bidder Questions			
Authorized User Issues Responses to Written Questions (estimated)			
Intent to Bid Deadline			
Bid Opening/Mini-Bid Response Due Date			
<b>Please note: Authorized User Name Not Provided Above</b>			
<b>will not accept any Mini-Bid Responses received after:</b>		<b>Section 1.3 Value Missing</b>	<b>Section 1.3 Value Missing</b>
<b>1.4 MANDATORY SITE VISIT</b>			
<i>A Pre-bid site visit is mandatory for a Mini-Bid Project Definition. Authorized User must enter the details for the Mandatory Site Visit in the Mini-Bid Project Definition. Please include details such as: Location of the conference and any additional timeframe requirements; statement that participation is mandatory for Contractors and failure to attend the mandatory site visit will result in rejection of the Bid; how to register; any requirements for advanced submission of questions in writing; and any building access requirements. Date and time of Site Visit are automatically filled in from the Key Events and Dates Section.</i>			
<b>Date of Site Visit:</b>	<b>Section 1.3 Value Missing</b>	<b>Start Time of Site Visit:</b>	<b>Section 1.3 Value Missing</b>



**1.5 QUESTIONS AND CLARIFICATIONS**

*It is up to the Authorized User to decide if a Question and Answer period will be held. This Section should be removed if Authorized User decides against a Question and Answer period. If applicable, the Authorized User needs to provide information on the method of submission for Bidder Questions in the provided space. Date and time Bidder questions are due are automatically filled in from the Key Events and Dates Section.*

Questions and requests for clarification regarding this Mini-Bid shall only be directed to those listed above as Designated Contacts.

Questions and requests for clarification are only accepted via:

Official answers to questions will be provided via addendum. Bid addenda will be provided via email to all Bidders who attend the mandatory site visit.

Deadline for submission of questions is scheduled for:

Section 1.3 Value Missing

at:

Section 1.3 Value Missing

Any questions received after the due date stated in Key Events and Dates table may not be addressed.

**1.6 INTENT TO BID**

*With the release of the Mini-bid Project Definition to all Contractors in the appropriate Region and Lot(s), an Authorized User may request that Contractors submit a notice of their Intent to Bid. If requested, a deadline date for the Intent to Bid submission must be included in the Key Events and Dates section. Submission of the Intent to Bid may be mandatory or optional at the Authorized User's discretion.*

*Contractors that submit an Intent to Bid are not required to submit a response to a Mini-Bid.*

*Should an Authorized User opt for requesting an Intent to Bid, please utilize the provided dropdown to select whether it is Mandatory or Optional. Date and time Intent to Bid is due are automatically filled in from the Key Events and Dates Section.*

*This Section should be removed if the Authorized User decides against requesting an Intent to Bid (Mandatory or Optional).*

Intent to Bid Due Date: Section 1.3 Value Missing

Time Intent to Bid due:

Section 1.3 Value Missing

Please be aware that submission of an intent to Bid is:

**1.7 BID SUBMISSION**

*Authorized User should utilize the dropdown provided below to select the desired method of receipt of the Bid Responses (email or certified mail). Additionally, the Authorized User needs to provide the applicable address for submission (email address or mailing address as applicable).*

In order to evaluate Bids fairly and completely, Bidders should follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible and directed to the attention of the primary contact above in order for a Bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the Bid.

Bidders shall complete a Mini-bid Project Definition (Contractor's Response) Excel file and submit via:

Bids shall be received on or before:

Section 1.3 Value Missing

on:

Section 1.3 Value Missing

The received time of bids shall be determined by

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

BIDS SHALL BE ADDRESSED TO:

**1.8 METHOD OF AWARD**

The OGS Centralized Contract requires that a Mini-Bid Project Definition be completed and an award be made on basis of lowest cost.

**1.9 MINI-BID PROPOSAL VALIDITY**

All Contractor responses to Authorized User Mini-Bid Project Definitions must remain open and valid for at least 60 days from the Mini-Bid opening date, unless the time for awarding the Mini-Bid is extended by mutual consent of the Authorized User and the Contractor. A Contractor's Mini-Bid response shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60 day period until either tentative award of the Mini-Bid by the Authorized User is made or withdrawal of the Contractor Submission in writing by the Contractor. Tentative award of the Mini-Bid shall consist of written notice to that effect by an Authorized User to a successful Contractor.

**1.10 MINI-BID PROTEST**

*If applicable, Authorized Users may enter their dispute resolution language. Otherwise, we recommend the use of the following language:*

*All Mini-Bid protests shall be decided by the Authorized User. Should a Bidder wish to file a protest regarding a Mini-Bid, the protest shall be submitted to the Designated Contact(s) above for consideration no later than 15 calendar days of notification by the Authorized User that the Mini-Bid submitted by the Bidder was not selected for award.*

**1.11 EXTRANEEOUS TERMS**

Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts, or other documents) that are attached or referenced with submissions shall not be considered part of the Mini-Bid or resulting Mini-Bid Agreement but shall be deemed included for informational or promotional purposes only.

MINI-BID PROJECT DEFINITION							
GROUP: 71004 AWARD NUMBER: 23271							
ELEVATOR, ESCALATOR AND MISCELLANEOUS LIFT EQUIPMENT MAINTENANCE SERVICES (STATEWIDE)							
Authorized User Name:	Authorized User Name Not Provided on Mini-Bid Overview Sheet						
Authorized User Street Address:	Authorized User Street Address Not Provided on Mini-Bid Overview Sheet						
Authorized User City, State, and Zip:	Authorized User City, State, Zip Not Provided on Mini-Bid Overview Sheet						
MINI-BID PROJECT NUMBER:	Need Mini-Bid Project Number	PROJECT NAME:	Mini-Bid Project Name Not Provided on Mini-Bid Overview Sheet				
DESIGNATED CONTACTS							
Primary Contact:	Primary Contact Not Provided on Mini-Bid Overview	Secondary Contact:	Secondary Contact Not Provided on Mini-Bid Overview Sheet				
Email Address:	Email Not Provided on Mini-Bid Overview Sheet	Email Address:	Email Not Provided on Mini-Bid Overview Sheet				
New York State Governmental Entities must indicate if Procurement Lobbying Law/Restricted Period is in effect:			Selection Needed on Overview Sheet				
SECTION 2: PROJECT OVERVIEW							
2.1 PROJECT SITE DESCRIPTION							
Describe the facility(s) where the Contractor will maintain the Lift Equipment. Should more than one location be included under the Mini-Bid, copy, paste and complete the below rows for each site. Remember that all sites included in a Mini-Bid Solicitation must fall within the same Region. Please be aware that the site contact listed here is the intended contact following award and so may differ from the designated contact. Bidders should only reach out to the designated contacts listed on the "Mini-Bid Overview" worksheet prior to award.							
Facility Name:							
Street Address:							
City, State, and Zip Code:							
Contact Name at the Facility:							
Contact Number at the Facility:							
Contact Email Address:							
2.2 EQUIPMENT TO BE SERVICED							
Describe the Lift Equipment that will be maintained by the Contractor and the required Maintenance Plan as described in the Maintenance Plans section of the Contract. The below tables are provided as examples to assist Authorized Users in completing this Section; Authorized Users may add additional rows or columns to the tables to meet the specific requirements of their procurement. Any tables irrelevant to an Authorized User's desired procurement may be removed in entirety.							
Table 1: Geared and Gearless Traction Elevator Equipment							
Item No.	Building Number/Name	Elevator Number	Passenger or Freight	Floors Served	Speed (Fpm)	Capacity (Pounds)	Maintenance Plan
1							
2							
3							
4							
Table 2: Hydraulic Elevator Equipment							
Item No.	Building Number/Name	Elevator Number	Passenger or Freight	Floors Served	Speed (Fpm)	Capacity (Pounds)	Maintenance Plan
1							
2							
3							
4							
Table 3: Escalator Equipment							
Item No.	Building Number/Name	Escalator Number	Floors Served	Speed (Fpm)	Width (Inches)	Maintenance Plan	
1							
2							
3							
4							
Table 4: Dumbwaiter Equipment							
Item No.	Building Number/Name	Dumbwaiter Number	Floors Served	Speed (Fpm)	Capacity (Pounds)	Maintenance Plan	
1							
2							
3							
4							
Table 5: Wheelchair Lift Equipment							
Item No.	Building Number/Name	Wheelchair Lift No.	Drive Train	Rise (feet)	Capacity (Pounds)	Maintenance Plan	
1							
2							
3							
4							
Table 6: Stage Lift Equipment							
Item No.	Building Number/Name	Stage Lift No.	Drive Train	Rise (feet)	Capacity (Pounds)	Maintenance Plan	
1							
2							
3							
4							
2.3 SPECIFIC SERVICE NEEDS							
Describe any specific service needs such as any requirements for an On-site Mechanic and the dates/hours that the mechanic will be required to be on site. Other examples of service needs that would be listed here include any unique administrative or reporting requirements. An Authorized User should utilize the provided dropdowns below to indicate whether they do (Yes) or do not (No) require an On-Site Mechanic, Preparation of Schematic Wiring Diagrams, or Fireman's Recall Testing under this Mini-Bid Agreement. If services such as an On-Site Mechanic or the Preparation of Schematic Wiring Diagrams, which are included in the cost of the Monthly Maintenance Fee, are not required in the Mini-Bid, then the costs for such services should be removed from the price bid for the Monthly Maintenance Fee in order to provide the most competitive bid. Should no other specific service needs be required under this Mini-Bid Agreement, the Authorized User should indicate "None" below in the space provided.							
On-Site Mechanic Required:		If yes, provide details:					
Preparation of Schematic Wiring Diagrams Required:		Fireman's Recall Testing:					
List any other requirements (if any):							



<b>2.4 PREVAILING WAGE RATE AND SUPPLEMENTAL BENEFIT INFORMATION</b>	
<i>The Authorized User must request a PRC # (Prevailing Rate Case) from the NYS Department of Labor Bureau of Public Work as the work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. The Authorized User CANNOT utilize the PRC # assigned to the Central Contract for this section.</i>	
Authorized User's PRC # is:	
<b>2.5 LIMIT ON SUBCONTRACTING</b>	
<i>At the discretion of the Authorized User, a limit may be placed on the total value of all subcontracting work during the term of each Mini-Bid. If such a limit is imposed, it shall be specified in the Mini-Bid Project Definition and expressed as a not-to-exceed percentage of the total Mini-Bid value. If no limit is being imposed, then either the below percentage should indicate as such or this Section removed in entirety.</i>	
Unless approved by the Authorized User, the total percentage of Mini-Bid value utilized for subcontracted services shall not exceed the percentage:	
<b>2.6 PREVENTIVE MAINTENANCE REQUIREMENTS</b>	
<i>The Authorized User has the discretion to tailor the Preventive Maintenance requirements in the Centralized Contract to meet its needs. Those requirements should be specified in this section. If no changes are required, we recommend the use of the following language: The Contractor has to comply with the Preventive Maintenance requirements in the Centralized Contract.</i>	
<b>2.7 LICENSING AND OSHA 10 TRAINING REQUIREMENTS</b>	
Bidders shall list in Section 3.1 of the "Contractor Response" worksheet all of the Elevator Mechanics that may work on the Mini-Bid Project by including the Elevator Mechanic's name, New York State Department of Labor License Number, License Issued Date, and License Expiration Date. Bidder shall also indicate whether the Elevator Mechanic has completed the OSHA 10 safety training course. <a href="https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y">https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y</a>	

**MINI-BID PROJECT DEFINITION**  
**GROUP: 71004 AWARD NUMBER: 23271**

**ELEVATOR, ESCALATOR AND MISCELLANEOUS LIFT EQUIPMENT MAINTENANCE SERVICES (STATEWIDE)**

**SECTION 3 CONTRACTOR RESPONSE**

**INSTRUCTIONS To CONTRACTORS**

Cells filled in grey are intended for structural purpose and should not be altered.

Cells filled in light grey are required or recommended text for that section or perform calculations based on Authorized User or Contractor input and should not be altered.

Cells filled in light blue have been updated with information relevant to this project by the Authorized User and should not be altered.

Cells filled in light green are intended for Contractor to respond.

Cells with no fill are intentionally left blank and should not be utilized by the Authorized User or Contractor.

Please complete all the applicable light green cells provided in this worksheet and submit it along with any other required documentation as directed in Section 1.7 Bid Submission before the Mini-Bid deadline as stated in the Key Events and Dates section on the "Mini-Bid Overview" worksheet.

Contractor's Name, Central Contract Number and New York State Vendor ID Number must reflect the information on their business' Central Contract.

Contractor Name:	
Contractor Street Address:	
Contractor City, State, and Zip Code:	
Primary Contact:	
Email Address:	
New York State Vendor ID Number:	
OGS Central Contract Number:	

Contractor: Choose "Bid" or "No Bid" below. If your business selects to not Bid, please utilize the space below to describe reasoning.

Contractor declines to respond to the Mini-Bid for the following reasons	
--	--

Total Number of Months in Initial Contract Term as entered in the Mini-Bid Overview:	0.00
--	------

**SECTION 3.1 LICENSING AND OSHA 10 TRAINING REQUIREMENTS**

Bidders shall list below in response to Section 2.7 Licensing Requirements of the "Project Overview" worksheet all of the Elevator Mechanics that may work on the Mini-Bid Project by including the Elevator Mechanic's name, New York State Department of Labor License Number, License Issued Date, and License Expiration Date.  
<https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y>

	Elevator Mechanic Name	NYS DOL License Number	License Issued Date	License Expiration Date	OSHA 10 Completed?
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**SECTION 3.2 MAINTENANCE SERVICES**

Authorized Users must insert any additional rows to the tables above the "GRAND MONTHLY TOTAL" row to meet the specific requirements of for their procurement. Should additional rows be added, Authorized Users must ensure the calculations in columns B, C and D carry over into the added rows correctly. Additionally Authorized Users need to revise the SUM() formula at the bottom of the table to account for the additional rows in calculating the "GRAND MONTHLY TOTAL". Any tables irrelevant to an Authorized User's desired procurement may be removed in entirety.

Table 1: Maintenance for Traction Elevator Equipment				
Values taken from Authorized User provided input on Project Overview sheet				To be completed by Contractor
Item No.	Building Number/ Name	Elevator Number	Maintenance Plan	Monthly Maintenance Rate (\$ per month)
1	No Traction Elevators Per Overview	0	0	
2	0	0	0	
3	0	0	0	
4	0	0	0	
GRAND MONTHLY TOTAL				\$ -
Table 2: Maintenance for Hydraulic Elevator Equipment				
Values taken from Authorized User provided input on Project Overview sheet				To be completed by Contractor
Item No.	Building Number/ Name	Elevator Number	Maintenance Plan	Monthly Maintenance Rate (\$ per month)
1	No Hydraulic Elevators Per Overview	0	0	
2	0	0	0	
3	0	0	0	
4	0	0	0	
GRAND MONTHLY TOTAL				\$ -
Table 3: Maintenance for Escalator Equipment				
Values taken from Authorized User provided input on Project Overview sheet				To be completed by Contractor
Item No.	Building Number/ Name	Escalator Number	Maintenance Plan	Monthly Maintenance Rate (\$ per month)
1	No Escalators Per Overview	0	0	
2	0	0	0	
3	0	0	0	
4	0	0	0	
GRAND MONTHLY TOTAL				\$ -
Table 4: Maintenance for Dumbwaiter Equipment				
Values taken from Authorized User provided input on Project Overview sheet				To be completed by Contractor
Item No.	Building Number/ Name	Dumbwaiter Number	Maintenance Plan	Monthly Maintenance Rate (\$ per month)
1	No Dumbwaiters Per Overview	0	0	
2	0	0	0	
3	0	0	0	
4	0	0	0	
GRAND MONTHLY TOTAL				\$ -

Table 5: Maintenance for Wheelchair Lift Equipment				
Values taken from Authorized User provided input on Project Overview sheet			To be completed by Contractor	
Item No.	Building Number/ Name	Wheelchair Lift No.	Maintenance Plan	Monthly Maintenance Rate (\$ per month)
1	No Wheelchair Lifts Per Overview	0	0	
2	0	0	0	
3	0	0	0	
4	0	0	0	
GRAND MONTHLY TOTAL				\$ -

Table 6: Maintenance for Stage Lift Equipment				
Values taken from Authorized User provided input on Project Overview sheet			To be completed by Contractor	
Item No.	Building Number/ Name	Stage Lift No.	Maintenance Plan	Monthly Maintenance Rate (\$ per month)
1	No Stage Lifts Per Overview	0	0	
2	0	0	0	
3	0	0	0	
4	0	0	0	
GRAND MONTHLY TOTAL				\$ -

SECTION 3.3 FIREMAN'S RECALL TESTING FEE	
(Traction and Hydraulic Elevators Only)	
To be completed by Authorized User	To be completed by Contractor
Enter total number of elevators to be tested monthly below. If "No" was selected for "Fireman's Recall Testing" on "Project Overview" worksheet, this value must be 0	\$ per month per each elevator
Number of Elevators Requiring Monthly Testing	Testing Fee per Elevator each month
GRAND MONTHLY TOTAL	\$ -

SECTION 3.4 TIME AND MATERIAL RATES					
Authorized User will complete the monthly material allowance (dollar amount, D102) and estimated number of monthly straight time and overtime hours needed for each title (D103 - D106). The Contractor will enter the Material Markup percentage in Cell F102 and hourly rates for straight time and overtime for each title in Cells F103 through F106. The totals will be calculated automatically.		To be completed by Authorized User dollar amount (D102) hours x4 (D102 - D106)	Intended units for Bidder clarification	To be completed by Contractor Material Markup Rate hourly rates x4	Will be automatically completed
Item	Dollar Allowance/ Service Hours Per Monthx4	Bid Unit	Material Markup Hourly Rates x4	# of Months in Contract Term	Total
1 Material Allowance Markup		Percentage based on allowance		0.00	\$ -
2 Elevator Mechanic Straight Time Hourly Rate		dollars per hour		0.00	\$ -
3 Elevator Mechanic Overtime Hourly Rate		dollars per hour		0.00	\$ -
4 Elevator Apprentice Straight Time Rate		dollars per hour		0.00	\$ -
5 Elevator Apprentice Overtime Rate		dollars per hour		0.00	\$ -
TIME AND MATERIAL SUB-TOTAL:					\$ -

EXAMPLE					
Item	Dollar Allowance/ Service Hours Per Monthx4	Bid Unit	Material Markup Hourly Rates x4	# of Months in Contract Term	Total
1 Material Allowance Markup	\$ 200.00	Percentage based on allowance	10.00%	36.00	\$ 7,920.00
2 Elevator Mechanic Straight Time Hourly Rate	10	dollars per hour	\$ 150.00	36.00	\$ 54,000.00
3 Elevator Mechanic Overtime Hourly Rate	5	dollars per hour	\$ 300.00	36.00	\$ 54,000.00
4 Elevator Apprentice Straight Time Rate	8	dollars per hour	\$ 100.00	36.00	\$ 28,800.00
5 Elevator Apprentice Overtime Rate	4	dollars per hour	\$ 200.00	36.00	\$ 28,800.00
TIME AND MATERIAL SUB-TOTAL:					\$ 173,520.00

SECTION 3.5 SUB-TOTALS (to be completed automatically)			
Section	Description	Grand Monthly Total	Total
3.2	Table 1: Maintenance for Traction Elevator Equipment	\$ -	\$ -
3.2	Table 2: Maintenance for Hydraulic Elevator Equipment	\$ -	\$ -
3.2	Table 3: Maintenance for Escalator Equipment	\$ -	\$ -
3.2	Table 4: Maintenance for Dumbwaiter Equipment	\$ -	\$ -
3.2	Table 5: Maintenance for Wheelchair Lift Equipment	\$ -	\$ -
3.2	Table 6: Maintenance for Stage Lift Equipment	\$ -	\$ -
3.2 MAINTENANCE SERVICES SUB-TOTAL			\$ -
	Grand Monthly Total	# of Months in Contract Term	Total
3.3	Fireman's Recall Test Fee	\$ -	\$ -
3.3 FIREMAN'S RECALL TEST SUB-TOTAL			\$ -
3.4 TIME AND MATERIAL SUB-TOTAL			\$ -
TOTAL			\$ -

SECTION 3.6 GRAND TOTAL (to be calculated automatically)	
To Be Entered by Authorized User - Authorized User Contingency Percentage (if not applicable, leave blank)	
	\$ -
GRAND TOTAL BID	\$ -

# APPENDIX I

## Time and Material (T&M) Proposal Form

**Directions:** Refer to page 2 of the T&M Proposal Form for detailed instructions on completing this form.

**CONTRACTOR (Complete Sections I - IV Below):**

**Section I: T&M Identification and Contact Information**

AUTHORIZED USER NAME, CONTACT PERSON, PHONE:	MINI-BID NUMBER:  T&M NUMBER: <span style="background-color: #cccccc; display: inline-block; width: 50px; height: 15px;"></span>
CONTRACTOR NAME, CONTACT PERSON, PHONE:	<b><u>T&amp;M TYPE (check one below)</u></b> <input type="checkbox"/> Request for Pre-approval (work to be completed) <input type="checkbox"/> Emergency (repairs completed, documentation incl.)

**Section II: T&M Justification: (CONTRACTOR to provide a detailed justification that explains the need for the repair/scope of work.)**

Building #: Equipment ID #:	Equipment Description:
Describe Problem or Deficiency:	
Describe Troubleshooting Performed:	

**Section III: T&M Scope of Work: (CONTRACTOR to provide a detailed description of the proposed scope of work.)**

--

**Section IV: T&M Not-to-Exceed Quote:**

**A. Labor**

Description (indicate technician classification Contract)	Estimated Labor Hours	Contracted Hourly Labor Rate	Total Labor Quote
_____ Elevator Mechanic Straight Time			
_____ Elevator Apprentice Straight Time			
_____ Elevator Mechanic Overtime			
_____ Elevator Apprentice Overtime			
<b>Total Labor Quote:</b>			

**B. Material, Equipment and Subcontractor Costs**

(Please list material or components. Subcontractor costs must include a detailed breakdown of labor hours, labor rate, and material costs. Attach a separate itemized list, if necessary.)

Description of Major Components	Quantity	Total Estimated Cost	Material Markup (%)	Less Discounts Allowed	Total Material Quote
			%		
			%		
			%		
Subcontractor costs			%		
Freight / Shipping and Handling	N/A		N/A		
<b>Total Material, Equipment and Subcontractor Quote:</b>					

**Total T&M Not-to-Exceed Quote for Scope of Work (A+B):**

\_\_\_\_\_

**Section V: AUTHORIZED USER HEALTH & SAFETY JUSTIFICATION (AU Use Only):**

The scope of work detailed below included in this proposal is necessary for the direct health and/or safety of the clients (if applicable), employees, and/or visitors.

\_\_\_\_\_ Initials Required  
(AU Designee)

Authorized User Designee: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

## **APPENDIX I**

### **Time and Material (T&M) Proposal Form**

#### **Directions for Completing the T&M Proposal Form**

The **CONTRACTOR** shall complete Sections I through IV on page 1. In Section I, the **CONTRACTOR** shall provide a T&M identification number and indicate if this proposal is for an Emergency T&M response. **Authorized User (AU)** will not consider approval of this T&M if any sections or fields are omitted by the **CONTRACTOR**. The **CONTRACTOR** shall sign the proposal at the time it is submitted to the **AU** for approval; the **AU designee** shall sign the proposal. Please expand any sections and/or use additional pages as necessary to provide the required detailed T&M repair information. The AU reserves the right to alter the T&M Proposal Form as necessary.

---

#### **Summary of T&M Protocol**

**Step 1:** When a need is identified by the Contractor or the AU, the **Contractor** shall note any repairs necessary and provide a T&M Proposal within two (2) business days via fax/email to the **AU** for repairs, replacements, or upgrades. Once the T&M proposal is received from the Contractor, the **AU** determines if the work can be performed by internal staff. If the work cannot be performed internally, the **AU** shall process the T&M "Not-to-Exceed" proposal developed by the **Contractor**, following the subsequent steps outlined below.

**Step 2:** The **AU** reviews the T&M Proposal to ensure that it meets the terms/rates under the AU Mini-bid Agreement. The **AU** must also review and ensure that the proposal meets the following three (3) criteria for approval: 1) The AU staff is unable to perform the required repair and the Contractor's services are therefore needed; 2) The scope of work is acceptable; and 3) The price quote is reasonable.

**Step 3:** **AU Designee** shall initial the Authorized User Health & Safety Justification Statement in Section V indicating the need for the repair and forwards the completed, Contractor-signed (electronic signature is acceptable) T&M Proposal Form and any related documentation via e-mail to <mailto:>\_\_\_\_\_.

**Step 4:** **AU** shall consult with any necessary personnel or consultants as needed to review and evaluate the T&M Proposal Form. If additional information is needed to complete the T&M review process, the **AU** will e-mail the **Contractor**. .

**Step 5:** If approved, the **AU designee** signs the T&M Proposal form and notifies the **Contractor** to proceed and provides the signed T&M Proposal.

**Step 6:** **Contractor** performs T&M work.

**Step 7:** **AU** ensures that the work has been performed to its satisfaction and make any additional notification as necessary (e.g., AU Finance Office).

**Step 8:** **Contractor** submits an invoice, with a copy of the AU-approved T&M Proposal Form, repair service tickets, material cost supporting documentation/receipts, and invoices from subcontractors (if utilized), to the email address \_\_\_\_\_.

**Step 9:** **AU** reviews the invoice to ensure that: 1) the actual hours worked and documented in the invoice and service ticket(s) is accurate as compared to the labor hours logged by the Contractor in the AU sign-in/out log book; 2) the materials billed match the costs indicated in the material cost supporting documentation; and 3) the Contractor billed at the correct labor rate(s) and applied the correct material markup as stated in Mini-bid Agreement. If the invoice is acceptable, **AU** shall authorize payment in accordance with its internal procedures (e.g., FileNet / SFS).

#### **Emergency T&M Post-Audit Review and Approval Process:**

This process follows the T&M Protocol with the following deviations:

- The **AU** will immediately call in the **Contractor** to perform the repair rather than waiting for pre-approval.
- After the Emergency T&M repair is complete, the **Contractor** shall then submit the related invoice to AU e-mail at: \_\_\_\_\_ with a completed T&M Proposal Form and a copy of all applicable service ticket(s) and material cost supporting documentation. The Section V: T&M Not-to-Exceed Quote section of the T&M Proposal Form shall reflect the actual costs associated with the Emergency T&M repair as detailed in the invoice submitted.
- The **AU designee** forwards the completed, Contractor and AU-signed T&M Proposal Form, the applicable service ticket(s) and material cost supporting documentation, and a copy of the AU sign-in/out log book for the applicable date(s) of service via e-mail to <mailto:>\_\_\_\_\_ in accordance with its internal procedures.

**Attachment 1 - Pricing**  
**Award 23271 - Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services**  
**(Statewide)**

REGION:

7

Franklin, Fulton, Hamilton, Herkimer, Lewis, Montgomery, Oneida, and  
 St. Lawrence

Item	Item Description	Maximum Not-to-Exceed Contract Rate
1	Basic Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
2	Basic Maintenance Rate for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
3	Basic Maintenance for Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
4	Basic Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
5	Full-Service Warranty Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
6	Full-Service Warranty Maintenance for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
7	Full-Service Warranty Maintenance Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
8	Full-Service Warranty Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
9	Fireman's Recall Testing Fee (\$ per month per each Traction and Hydraulic Elevator)	\$ 225.00
10	Elevator Mechanic Straight Time Hourly Rate (\$)	\$ 210.00
11	Elevator Mechanic Overtime Hourly Rate (\$)	\$ 420.00
12	Elevator Apprentice Straight Time Hourly Rate (\$)	\$ 168.00
13	Elevator Apprentice Overtime Hourly Rate (\$)	\$ 336.00
14	Material Markup Rate (%)	40.00%

**Attachment 1 - Pricing**  
**Award 23271 - Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services**  
**(Statewide)**

REGION:

8

Cayuga, Cortland, Jefferson, Madison, Onondaga, and Oswego

Item	Item Description	Maximum Not-to-Exceed Contract Rate
1	Basic Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
2	Basic Maintenance Rate for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
3	Basic Maintenance for Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
4	Basic Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
5	Full-Service Warranty Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
6	Full-Service Warranty Maintenance for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
7	Full-Service Warranty Maintenance Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
8	Full-Service Warranty Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
9	Fireman's Recall Testing Fee (\$ per month per each Traction and Hydraulic Elevator)	\$ 225.00
10	Elevator Mechanic Straight Time Hourly Rate (\$)	\$ 210.00
11	Elevator Mechanic Overtime Hourly Rate (\$)	\$ 420.00
12	Elevator Apprentice Straight Time Hourly Rate (\$)	\$ 168.00
13	Elevator Apprentice Overtime Hourly Rate (\$)	\$ 336.00
14	Material Markup Rate (%)	40.00%

**Attachment 1 - Pricing**  
**Award 23271 - Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services**  
**(Statewide)**

REGION: 9  
Broome, Chenango, Otsego, Tioga, and Tompkins

Item	Item Description	Maximum Not-to-Exceed Contract Rate
1	Basic Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
2	Basic Maintenance Rate for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
3	Basic Maintenance for Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
4	Basic Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
5	Full-Service Warranty Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
6	Full-Service Warranty Maintenance for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
7	Full-Service Warranty Maintenance Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
8	Full-Service Warranty Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
9	Fireman's Recall Testing Fee (\$ per month per each Traction and Hydraulic Elevator)	\$ 225.00
10	Elevator Mechanic Straight Time Hourly Rate (\$)	\$ 210.00
11	Elevator Mechanic Overtime Hourly Rate (\$)	\$ 420.00
12	Elevator Apprentice Straight Time Hourly Rate (\$)	\$ 168.00
13	Elevator Apprentice Overtime Hourly Rate (\$)	\$ 336.00
14	Material Markup Rate (%)	40.00%



**Attachment 1 - Pricing**  
**Award 23271 - Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services**  
**(Statewide)**

REGION:

10

Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben,  
Wayne, and Yates

Item	Item Description	Maximum Not-to-Exceed Contract Rate
1	Basic Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
2	Basic Maintenance Rate for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
3	Basic Maintenance for Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
4	Basic Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
5	Full-Service Warranty Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
6	Full-Service Warranty Maintenance for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
7	Full-Service Warranty Maintenance Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
8	Full-Service Warranty Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
9	Fireman's Recall Testing Fee (\$ per month per each Traction and Hydraulic Elevator)	\$ 225.00
10	Elevator Mechanic Straight Time Hourly Rate (\$)	\$ 210.00
11	Elevator Mechanic Overtime Hourly Rate (\$)	\$ 420.00
12	Elevator Apprentice Straight Time Hourly Rate (\$)	\$ 168.00
13	Elevator Apprentice Overtime Hourly Rate (\$)	\$ 336.00
14	Material Markup Rate (%)	40.00%

**Attachment 1 - Pricing**  
**Award 23271 - Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services**  
**(Statewide)**

REGION: 11  
Alleghany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara,  
Orleans, and Wyoming

Item	Item Description	Maximum Not-to-Exceed Contract Rate
1	Basic Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
2	Basic Maintenance Rate for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
3	Basic Maintenance for Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
4	Basic Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
5	Full-Service Warranty Maintenance for Traction Elevator Equipment Monthly Maintenance Rate	\$ 1,000.00
6	Full-Service Warranty Maintenance for Hydraulic Elevator Equipment Monthly Maintenance Rate	\$ 500.00
7	Full-Service Warranty Maintenance Escalator Equipment Monthly Maintenance Rate	\$ 1,500.00
8	Full-Service Warranty Maintenance for Miscellaneous Lift Equipment Monthly Maintenance Rate	\$ 250.00
9	Fireman's Recall Testing Fee (\$ per month per each Traction and Hydraulic Elevator)	\$ 225.00
10	Elevator Mechanic Straight Time Hourly Rate (\$)	\$210.00
11	Elevator Mechanic Overtime Hourly Rate (\$)	\$ 420.00
12	Elevator Apprentice Straight Time Hourly Rate (\$)	\$ 168.00
13	Elevator Apprentice Overtime Hourly Rate (\$)	\$ 336.00
14	Material Markup Rate (%)	40.00%

## ATTACHMENT 2 – INSURANCE REQUIREMENTS

The Contractor shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Contractor shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of Workers' Compensation and Disability Benefits Insurance shall be provided at the time of Bid submission;
- Proof of all other insurance shall be provided in accordance with Section B below;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

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 term of any Contract resulting from this Solicitation.

**A. General Conditions Applicable to Insurance.** All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Contractors are specified in Paragraph B *Insurance Requirements* below.
- 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in any Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis.
- 3. Certificates of Insurance/Notices.** Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name The New York State Office of General Services, Bureau of Risk and Insurance Management (BRIM), 32<sup>nd</sup> Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS generally requires Contractors to submit only certificates of insurance and additional insured endorsements, although OGS reserves the right to request other proof of insurance. Contractors should refrain from submitting entire insurance policies, unless specifically requested by OGS. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation.

**4. Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees shall be excess of and shall not contribute with the Contractor's insurance.

**5. Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

**6. Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

**7. Subcontractors.** Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable, and shall be provided to OGS upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the

above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

**8. Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required below, the Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

**9. Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A.13 below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

**10. Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

**11. Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

**12. Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

**13. Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the OGS BRIM contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days from request or renewal, whichever is later;
- For information on self-insurance or self-retention programs: 15 calendar days from request or renewal, whichever is later;
- For other requested documentation evidencing coverage: 15 calendar days from request or renewal, whichever is later;
- For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal, whichever is later; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

## B. Insurance Requirements

Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
<b>Commercial General Liability</b>	Not less than \$1,000,000 each occurrence	At time of Bid submission and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products – Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
<b>Business Automobile Liability Insurance</b>	Not less than \$2,000,000 each claim	
<b>Pollution Legal Liability Insurance</b>	Not less than \$2,000,000 each claim	
<b>Workers' Compensation</b>		
<b>Disability Benefits</b>		

**1. Commercial General Liability Insurance:** Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate

- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

**2. Business Automobile Liability Insurance:** Such insurance shall cover liability arising out of automobiles used in connection with performance under any Contract resulting from this Solicitation, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this Solicitation on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under any Contract resulting from this Solicitation, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under any Contract resulting from this Solicitation, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this Solicitation or any Contract resulting from this Solicitation, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under any Contract resulting from this Solicitation, on a form provided by OGS. If, however, during the term of any Contract resulting from this Solicitation, the Contractor acquires or leases any automobiles that will be used in connection with performance under any Contract resulting from this Solicitation, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this Attachment and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

**3. Pollution Legal Liability Insurance.** If the scope of the Mini-bid Project Definition of Mini-bid Agreement involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable state and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the Mini-bid Agreement, and for two years after completion thereof, pollution legal liability insurance, 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 the People of the State of New York, the New York State Office of General Services any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees.

This requirement applies to mold as well, if excluded in the Commercial General Liability policy.

If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48 03 06 or CA 00 12 03 06) as well as proof of MCS 90.

#### **4. Workers' Compensation Insurance and Disability Benefits Requirements**

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of Bid submission, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

The failure to comply with the requirements of this Attachment at any time during the term of any Contract resulting from this Solicitation shall be considered a breach of the terms of any Contract resulting from this Solicitation and shall allow the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this Solicitation, at law or in equity.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.businessexpress.ny.gov](http://www.businessexpress.ny.gov));
- Form C-105.2 (9/15), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website ([www.businessexpress.ny.gov](http://www.businessexpress.ny.gov));
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.



**NEW YORK STATE**  
**Attachment 3 - Report of Contract Usage**  
**Award 71004-23271**

Enter your Contact information in the cells below. The information entered below will be prepopulated on the Contract Usage tab.

A Contractor must complete all light green shaded cells on the worksheet. All other cells are read-only and locked and are intended for structural or informational purposes or to perform automatic calculations based on the data entered in the green shaded cells. Only those cells provided for entering Sales information are to be accessed by the Contractor.

<b>Contractor Name:</b>	
<b>NYS Contract Number:</b>	

A Contractor must designate for each Region whether that Region is applicable to this submission. Selection is to be made via the dropdown provided signifying Y (yes) or N (no). This information will be propagated to the Contract Usage Sheets.

**Region Number does not correlate to Contract Usage Sheet number.** Number of Contract Usage Sheets available for reporting reflect the number of Regions being reported on (ex. if there are a total of three (3) Regions reported on, Contract Usage 1, 2 and 3 shall be released and all other sheets unavailable). Each Contract Usage Sheet is to be utilized to provide all invoice information for a Region.

**Contractors must submit Report of Contract Usage documentation even if there are no sales during the applicable timeframe.**

**Should there be no invoices to report:** Select N for all Regions and indicate in Row 9 on Contract Usage 1 that, "No applicable invoices to under this Contract".

<b>Regions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>
<b>Applicable Region(s) (Select Y/N via Dropdown):</b>											
<b>Contract Reporting Period (Dates):</b>											

<b>Contract Usage Sheet</b>	
<b>Authorized User</b>	Authorized User placing purchase order with Contractor (ie. DOT, OGS, Albany County, etc.)
<b>Invoice Date</b>	Date on Contractor's invoice to Authorized User
<b>Mini-Bid Number Or Authorized User Purchase Order Number</b>	Authorized User's Mini-Bid Agreement Number or Purchase Order Number
<b>Contractor's Invoice Number</b>	Invoice number on Contractor's invoice to Authorized User
<b>Related to Subcontracted Work</b>	Designation if the invoice includes work performed through a subcontract. Utilize the provided dropdown to select whether subcontractor(s) were used (Y) or not used (N)
<b>Date(s) Service Performed</b>	Date or range of dates when the service being invoiced was performed
<b>Description of Service Performed</b>	Brief description of invoiced task (ex. Monthly preventive maintenance)
<b>Applicable Plan, Time &amp; Material Or Fireman's Recall Test</b>	Designation if the invoice pertains to work performed under a plan (Basic Maintenance Plan or Full-Service Warranty Maintenance Plan), pertains to a Time and Material proposal or is for a Fireman's Recall Test. Utilize the provided dropdown to select which of these four (4) options the invoice pertains to
<b>Lift Equipment Serviced</b>	Designation of the type of Lift Equipment the work was performed on (Hydraulic Elevator(s), Traction Elevator(s), Escalator(s) or Misc. Lift Equipment). Should the invoice reflect work performed on more than one type of Lift Equipment, utilize the provided Multiple Types option. Utilize the provided dropdown to select which of the four (4) options is applicable to the invoice.
<b>Original Amount Invoiced</b>	Value on invoice originally submitted to the Authorized User
<b>Credits, Refunds Or Overcharges (If Applicable)</b>	Value of any credits, refunds or determined overcharge which may have been attributed to the Authorized User
<b>Liquidated Damages (If Applicable)</b>	Value of any Liquidated Damages which may have been applied to the invoice by the Authorized User
<b>Final Invoice Total</b>	Value automatically calculated by subtracting any applicable credits, refunds, determined overcharge or Liquidated Damages from the original invoiced amount
<b>Value of Total Attributable to Certified MWBE or SDVOB businesses (If Applicable)</b>	Value of the Final Invoice Total which is attributable to a business certified through NYS as an MWBE or SDVOB. This total should be based upon work performed as a subcontractor or as supplier of product(s). For clarification, the Central Contract does not include any required goals for MWBE or SDVOB Utilization.

<b>Contractor Name:</b>	Please input Business Name on Instructions Sheet
<b>Region:</b>	No Regions Selected
<b>Contract Reporting Period (Dates):</b>	Please input Reporting Period on Instructions Sheet
<b>OGS Contract Number:</b>	Please input OGS Contract Number on Instructions Sheet

[illegible]