



Solicitation Revised 11-06-2015

**IMPORTANT: SEE “NOTICE TO BIDDERS” CLAUSES HEREIN
BIDS MAY BE SENT TO THE ABOVE ADDRESS ONLY**

(E-Mail or Facsimile Bid Submissions Are NOT Acceptable)

BID OPENING:		TITLE: Group 71004 - ELEVATOR, ESCALATOR & MISCELLANEOUS LIFT EQUIPMENT PREVENTIVE AND CORRECTIVE MAINTENANCE (STATEWIDE)	
DATE: November 17, 2015		Classification Code : 72	
TIME: 11:00 AM ET			
SOLICITATION NUMBER: 22913	SPECIFICATION REFERENCE: As Incorporated in the Solicitation		
CONTRACT PERIOD: Upon issuance of the award for a period of up to five years with a one year renewal option			
DESIGNATED CONTACTS			
PRIMARY CONTACT		SECONDARY CONTACTS	
Lori L. Bahan Contract Management Specialist 1 Telephone: (518) 486-7313 Email: lori.bahan@ogs.ny.gov	Todd Gardner Contract Management Specialist 3 Telephone: (518) 474-3540 Email: todd.gardner@ogs.ny.gov	Jill McCabe Assistant Director Telephone No. (518) 474-4543 E-mail address: jill.mccabe@ogs.ny.gov	
PRIMARY CONTACT		SECONDARY CONTACTS	
MWBE INQUIRIES ONLY Anuola Surgick Telephone: (518) 486-9284 E-mail: anuola.surgick@ogs.ny.gov	MWBE INQUIRIES ONLY Tryphina Ramsey Telephone: (518) 473-7083 E-mail: tryphina.ramsey@ogs.ny.gov	MWBE INQUIRIES ONLY William Hill Telephone: (518) 474-5390 E-mail: william.hill@ogs.ny.gov	

The bid 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 SOLICITATION, Appendix A (Standard Clauses For New York State Contracts), Appendix B (OGS General Specifications), and State Finance Law §139-j and §139-k (Procurement Lobbying), and that all information provided is complete, true and accurate. By signing, Bidder 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).** Information may be accessed at:

Procurement Lobbying: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp

Bidder's Federal Tax Identification Number: <i>(Do Not Use Social Security Number)</i>		NYS Vendor Identification Number: <i>(See "New York State Vendor File Registration" clause)</i>	
Legal Business Name of Company Bidding:			
D/B/A - Doing Business As (if applicable):			
Street	City	State	County
Zip Code			
If applicable, place an "x" in the appropriate box (check all that apply):	<input type="checkbox"/> Small Business #Employees	<input type="checkbox"/> Minority Owned Business	<input type="checkbox"/> Women Owned Business
If applicable, place an "x" in the appropriate box (check all that apply):	<input type="checkbox"/> Manufactured Within New York State	<input type="checkbox"/> Manufactured Outside New York State	
If you are not bidding, place an "x" in the box and return this page only.			
<input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE:			
Bidder's Signature:		Printed or Typed Name:	
Title:		Date:	
Phone:	Extension	Toll Free Phone:	Extension
Fax:	Extension	Toll Free Fax:	Extension
E-mail Address:		Company Website:	

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

STATE OF _____ }
SS.:
COUNTY OF _____ }

On the _____ day of _____ in the year 20____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he maintains an office at _____,

_____; and further that:

[Check One]

- If an individual):** he executed the foregoing instrument in his/her name and on his/her own behalf.
- If a corporation):** he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- If a partnership):** he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- If a limited liability company):** he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public
Registration No.

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APPENDICES

Appendix A - Standard Clauses for New York State Contracts (January 2014)
Appendix B - General Specifications (May 2015)
Appendix C - Contract Modification Procedure
Appendix D - Mini-bid Project Definition Template
Appendix E - How to Use Instructions

ATTACHMENTS

Attachment 01 - Price Pages
Attachment 02 - General Questions
Attachment 03 - Inquiries Template
Attachment 04 - New York State Required Certifications
Attachment 05 - Contractor's Insurance Requirements
Attachment 06 - Encouraging Use of NYS Businesses
Attachment 07 - Technical Proposal Submission Form
Attachment 08 - Encouraging Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance
Attachment 09 – Proposal Checklist

SECTION 1 INTRODUCTION

1.1 Scope

This document is a Solicitation to obtain qualified Contractors to perform preventive and corrective maintenance services for Lift Equipment, including provisions for the supply and installation of material and equipment, in accordance with the ASME A17.1, *Safety Code for Elevators and Escalators*, A17.2 *Inspectors Guide for Elevators and Escalators*, and A17.3 *Safety Code for Existing Elevators and Escalators* (including supplements) collectively hereinafter referred to as ASME A17; and A18.1, *Safety Standard for Platform Lifts and Stairway Chairlifts* hereinafter referred to as ASME A18. The safety practices and procedures contained in the latest version of the "Elevator Industry Field Employees' Safety Handbook" published by Elevator World and available at <http://safety.elevatorworld.com/handbook.php>, shall also be followed when performing preventive and corrective maintenance.

The intent of this Solicitation is to establish regional, lot-specific Contracts for Elevator, Escalator & Miscellaneous Lift Equipment preventive and corrective maintenance services in various regions across the State by requesting bids from vendors. Those vendors awarded a Contract will then be prequalified to bid on specific projects that will be let by Authorized Users at a later date through the use of a Mini-bid Project Definition process. A 'Mini-bid Project Definition Template' and 'How to Use Instructions' are attached to this document as Appendix D and Appendix E, respectively.

A Bidder shall offer preventative and corrective maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the Lift Equipment covered under the resulting Contract(s) in continuous use at the established capacity and efficiency for the intended purpose. In light of the fact that this specification includes provisions for the payment of Major Corrective Maintenance when certain spending thresholds are exceeded, the Bidder is required to provide the State with a percent markup on the prevailing wage rate and supplemental benefits (the Labor Markup Rate) and a percent markup on materials (the Materials Markup Rate) to be charged to an Authorized User for such repairs. These rates shall be included in the bid proposal on an evaluated basis as specified herein. Should Major Corrective Maintenance 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.

This Solicitation also contains a provision for periodic recruitment which allows the State to accept additional proposals after the initial award. Periodic recruitment will be performed at the option of the State when it is determined to be in the State's best interests, and is discussed further in Section 8.17 *Periodic Recruitment*.

This Solicitation outlines the terms and conditions, and all applicable information required for submitting a bid. A Bidder should pay strict attention to the bid submission date and time to prevent disqualification. To ensure compliance with bid requirements and prevent possible disqualification, a Bidder must follow the Bid Submittal format and instructions in Section 5, *Format of Proposal Submittal*.

1.2 Estimated Quantities

The Contract(s) resulting from this Solicitation will be Indefinite Delivery, Indefinite Quantity (IDIQ). All quantities or dollar values listed within this Solicitation are estimates.

Numerous factors could cause the actual volume of sales under the Contract(s) resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- Such Contract(s) will be nonexclusive Contracts;
- There is no guarantee of volume to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases;
- The individual value of the Contract(s) is indeterminate and will depend upon actual Authorized User demand, and actual quantities ordered during the contract period; and,
- The State reserves the right to terminate any Contract(s) for cause or convenience prior to the end of the term pursuant to the terms and conditions of the Contract(s).

In OGS Procurement Services' experience, depending on the price of a particular item, the actual volume of purchases for that item could be substantially in excess of, or substantially below, estimated volumes. Specifically, if actual contract pricing is lower than anticipated or historical pricing, actual quantities purchased could be substantially greater than the estimates; conversely, if actual contract pricing is higher than anticipated or historical pricing, actual quantities purchased could be substantially lower than the estimates. By submitting its bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contract(s) could vary substantially from the estimates provided in this Solicitation.

The historical dollar value of all contracts awarded under the previous award (Group 71004, Award 20304) was approximately \$4 million per year for all Authorized Users.

1.3 List of Regions

Region	Applicable Counties
Region No. 1 - Long Island Region	Nassau and Suffolk
Region No. 2 - New York Region	Bronx, Kings, New York, Queens and Richmond
Region No. 3 - Lower Hudson Valley Region	Orange, Putnam, Rockland and Westchester
Region No. 4 - Hudson Valley Region	Dutchess, Sullivan and Ulster Counties
Region No. 5 - Capital Region	Albany, Columbia, Greene, Rensselaer, Saratoga, Schenectady and Schoharie
Region No. 6 - North Country Region	Clinton, Essex, Warren and Washington Counties
Region No. 7 - Mohawk Valley/North Country Region	Franklin, Fulton, Hamilton, Herkimer, Lewis, Madison, Montgomery, Oneida and St. Lawrence
Region No. 8 - Central New York Region	Cayuga, Cortland, Jefferson, Onondaga and Oswego
Region No. 9 - Southern Tier Region	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga and Tompkins
Region No. 10 - Finger Lakes Region	Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming and Yates
Region No. 11 - Western New York	Alleghany, Cattaraugus, Chautauqua, Erie and Niagara

1.4 List of Lots

This Solicitation contains the following lots:

- Lot 1: Traction Elevator Equipment (Geared and Gearless Traction Elevators);
- Lot 2: Hydraulic Elevator Equipment;
- Lot 3: Escalator Equipment; and
- Lot 4: Miscellaneous Lift Equipment (Dumbwaiters, Wheelchair Lifts, Stage Lift Elevators).

Definitions for each type of equipment are set forth in section 2.8 *Definitions*.

1.5 Term for the Resulting Centralized Contracts

This Solicitation is being conducted as a non-competitive periodic recruitment. Contract awards will be made to all responsive and responsible Bidders by Region and Lot who meet minimum qualifications and offer reasonable prices as determined by OGS. OGS reserves the right to make Contract awards in phases and have Contracts start on a rolling basis. Vendor Submissions which do not require the submission of clarifying information or documentation from the Vendor will be awarded first (First Phase). Vendor Submissions which require clarification will be awarded as issues are resolved. During the First Phase of awards, it is OGS’s intent to award at least three Contracts for each Region and Lot or the number of bids received and responsive (if lower than three).

A Centralized Contract shall commence effective upon mailing or electronic communication of approval by the OGS Procurement Services and shall be in effect for five (5) years from the date that OGS approves the first award as evidenced by its dated signature, and the awarded bid pricing will be in effect for one (1) year from the start date of the earliest contract award.

Contracts awarded under any additional periodic recruitment periods or those Contracts awarded after the First Phase, will have a lesser initial Contract term than the original Solicitation so that the Contracts from all periodic recruitments and all phases of awards end on the same date, regardless of start date. Also, please refer to Section 8.20 *Price Adjustments* for price changes which will be allowed during the contract.

If mutually agreed between the OGS Procurement Services and the Contractor, the Centralized Contract may be renewed under the same terms and conditions for one year.

SECTION 2 PROCUREMENT SCHEDULE

2.1 Revised Key Events/Dates

Event	Date	Time
Close Of Registration For Pre-Bid Conference	September 30, 2015	
Pre-Bid Conference	October 8, 2015	10:00 AM ET
MWBE Interest Deadline	October 8, 2015	5:00 PM ET
Closing Date for Inquiries	October 15, 2015	5:00 PM ET
OGS Procurement Services’ Responses to Inquiries & MWBE Interest	October 30, 2015	N/A
Submission of Solicitation and Bid Opening	November 17, 2015	11:00 AM ET

2.2 Pre – Bid Conference for Centralized Contract – Discretionary

A Pre-Bid Conference will be hosted by OGS to review this Solicitation. Although attending the Pre-Bid Conference is not mandatory, it is highly encouraged. The Pre-Bid Conference will be held at date and time listed in Section 2.1 *Key Events/Dates*. Please refer to Section 5.7 *Important Building Access Procedures* for information relating to access to the Corning Tower.

To register for the Pre-Bid Conference, a Bidder must send an email entitled **Pre-Bid Conference** to lori.bahan@ogs.ny.gov. The following information must be provided in an e-mail to the designated contact by the date and time listed in Key Events/Dates for Close of Registration for Pre-Bid Conference. Each interested Bidder is limited to three (3) representatives attending the Pre-Bid Conference.

- Company name
- Attendee name(s)
- Title(s)
- Email address(es)

Registrants will receive an invitation and logistics, including the specific location in Albany, NY upon receipt of registration by OGS.

At the discretion of OGS, materials may be provided prior to the Pre-Bid Conference to the email address(es) submitted with registration. At the discretion of OGS, inquiries submitted either at or prior to the Pre-Bid Conference may be discussed by OGS at the Pre-Bid Conference, however any responses to inquiries made at the Pre-Bid conference are not binding; only the written responses in the official response to inquiries posted on the OGS website shall be binding.

2.3 MWBE Interest in Partnering with Bidders

If a New York State certified M/WBE vendor would like to indicate its interest in being a subcontractor or supplier with the participating Bidders, please send an email entitled “IFB 22913 M/WBE INTEREST_M/WBE NAME” to lori.bahan@ogs.ny.gov on or before October 8, 2015 at 5:00 PM ET. The email should include:

- Company Name
- Contact Name and Contact Information
- A brief description of the company (for example “Company ABC manufactures pencils”)
- A list of products and/or services that the company offers that are related to this Solicitation
- The NYS Certification Type (Minority and/or Women-Owned Business Enterprise)

A list of the NYS certified MWBE vendors who have expressed interest in this solicitation through the timely submission of such email, will be made available to prospective Bidders through the publishing of a Purchasing Memorandum posted through the New York State Contract Reporter.

2.4 New York State Contract Reporter

You must register with the New York State Contract Reporter (NYSCR) at <https://www.nyscr.ny.gov> in order to receive notifications about this Solicitation. Navigate to the “I want to find contracts to bid on” page to register for your free account. In order to receive e-mail notifications regarding updates to the content or status of a particular ad, you must choose the option “send me notification updates on this,” located in the lower right hand corner of the particular ad. Answers to all questions of a substantive nature will be posted in the form of a question and answer document and released through the NYSCR. Any updates to Solicitation documents will also be posted and released through the NYSCR. If you do not opt-in to receive notification updates regarding a particular ad, you will not receive e-mail notifications regarding updates, including e-mail notifications regarding the posting of the question and answer document and updates to Solicitation documents. Be advised that submission of responses to the Solicitation that do not reflect and take into account updated information may result in your Bid being deemed non-responsive to the Solicitation.

2.5 Inquiries and Proposed Solicitation Deviations/Issuing Office

All inquiries concerning this specification will be addressed to one of the following OGS Procurement Services associates and issuing office:

PRIMARY CONTACT	SECONDARY CONTACTS	
Lori L. Bahan Contract Management Specialist 1 Telephone: (518) 486-7313 Email: lori.bahan@ogs.ny.gov	Todd Gardner Contract Management Specialist 3 Telephone: (518) 474-3540 Email: todd.gardner@ogs.ny.gov	Jill McCabe Assistant Director Telephone No. (518) 474-4543 E-mail address: jill.mccabe@ogs.ny.gov

A Bidder must use Attachment 3 ‘Inquiries Template’ to submit questions, comments, Solicitation deviations and/or extraneous terms, and must cite the specific Solicitation document and section number related to the inquiry. Prospective Bidders should note that all clarifications and proposed deviations including those relating to the terms and conditions of the resulting contract(s) are to be resolved prior to the submission of a proposal. Answers to all questions of a substantive nature will be given to all Prospective Bidders in the form of a question and answer document, which will be posted to the OGS website.

Any Contractor in doubt as to the true meaning of any part of the specification or the proposed documents shall submit to the Office of General Services, Procurement Services, 38th Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, a written request for an interpretation thereof as part of the questions and answer process. If a material change is involved on which all Bidders shall be informed, such will be made available via the New York State Contract Reporter site, to all Bidders, by the date for the close of inquiries stated in Section 2.1 Key Events/Dates. Any clarification of the proposed documents will be made to the relevant document.

Any verbal information obtained from or statements made by representatives of the OGS Procurement Services will not be construed as in any way amending contract documents. Only such documents as are issued in writing to all potential Bidders shall become a part of the resulting Contract(s).

For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this solicitation, the designated contacts are:

PRIMARY CONTACT	SECONDARY CONTACTS	
<p>MWBE INQUIRIES ONLY Anuola Surgick Telephone: (518) 486-9284 E-mail: anuola.surgick@ogs.ny.gov</p>	<p>MWBE INQUIRIES ONLY Tryphina Ramsey Telephone: (518) 473-7083 E-mail: tryphina.ramsey@ogs.ny.gov</p>	<p>MWBE INQUIRIES ONLY William Hill Telephone: (518) 474-5390 E-mail: william.hill@ogs.ny.gov</p>

2.6 Liability and Validity

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution of a Contract. Proposals must be received by the Office of General Services, Procurement Services, as defined herein, on or before the proposal due date and time identified in Section 2.1 ‘Key Events/Dates’. Bidder assumes all risks for timely, properly submitted deliveries. A Bidder is strongly encouraged to arrange for delivery of bids to OGS prior to the date of the bid opening. E-mail or faxed bid submissions are not acceptable and shall not be considered. The received time of proposals submitted in response to this Solicitation will be determined by OGS by the clock at the location specified in Section 5.6 *Proposal Delivery Instructions*.

Any Bid received at the specified location after the time specified will be considered a late Bid. The status of late Bids with regards to consideration for award will be determined in accordance with **Section 8.4.1(a) Appendix B Amendments, Late Bids**.

2.7 Electronic Bid Opening Results

OGS Procurement Services posts bid information on the OGS Procurement Services web page. The web page makes available the list of Bidders that responded to the Solicitation. Such information is anticipated to be available online within two business days after the bid opening.

The Bid Opening Results Page is available at <http://nyspro.ogs.ny.gov/nyspro-bid-openings>

2.8 Definitions

In addition to the terms defined in Appendix B, Section 2, Definitions, the following terms shall have the following meanings:

“**ASME**” shall mean the most current version of the American Society of Mechanical Engineers provision that is cited.

“**Authorized User’s Representative**” shall mean the authorized representative of an Authorized User that is identified as such in a Mini-bid Project Definition and/or in the contract(s) entered into under this Solicitation.

“**Best Value**” shall mean the basis for awarding contracts for services to the offerer which optimizes quality, cost and efficiency, among responsive and responsible offerers. Such basis shall reflect, wherever possible, objective and quantifiable analysis. Such basis may also identify a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the executive law to be used in evaluation of offers for awarding of contracts for services.

“**Bidder**” shall refer to any business entity who submits a response to this Solicitation. At the time that the Bidder executes a contract with the State for their services a Bidder shall become a “Contractor.” See also “Contractor”.

“**Business Hours**” shall mean Monday through Friday, between the hours of 7:00 A.M. and 5:00 P.M. EST, except New York State Holidays unless otherwise specified by the Authorized User.

“**Callback Service Report**” – A report provided to the Authorized User by the Contractor documenting an instance of Emergency 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.

“Centralized Contract” shall mean a contract awarded as a result of this Solicitation. Centralized Contracts are also referred to as a Backdrop Contract.

“Centralized Contract Price” shall mean the maximum not to exceed prices awarded for the Centralized Contract.

“Corrective Maintenance” shall mean Repair and/or Replacement services as defined in this Solicitation and shall be performed anytime the preventative 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 preventative maintenance, tests or inspections.

“Corrective Maintenance Report” – A report provided to the Authorized User by the Contractor documenting Corrective Maintenance work performed and describing the work performed, the materials used in the work, the labor provided and a summary of the cost of the work.

“Dumbwaiter” – A small freight elevator that is intended to carry objects other than passengers.

“Elevator Downtime Report” – A report provided to the Authorized User by the Contractor documenting the condition of an Elevator which has been taken out of service. This report describes the condition of the Elevator, the reason it was taken out of service, the proposed repairs which are required to restore the elevator and the proposed schedule for the repairs.

“Emergency Callback Service” – This refers to a service provided by the Contractor 24-hour-a-day, 7 days-a-week, as defined in See 7.8 *Callback Service*.

“Escalator” - 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.

“Facility Working Days” - shall mean the days of the week and the length of such working days that an Authorized User indicates for a particular facility in its Mini-bid Project Definition.

“Full Service Contract” - shall mean that the Bidder's fees and markup rates include all labor and materials required to provide the preventive and corrective elevator maintenance services outlined in this Solicitation and subsequent Mini-bid Agreements, which includes, but is not limited to all labor, all materials and supplies, all emergency work and special requests; all administrative, reporting or other requirements, all overhead costs and profit, all travel costs, freight, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc.

“Geared Traction Elevator” - 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” - 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” - 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 Lifts, Wheelchair Lifts and Dumbwaiters collectively.

“Maintenance” as per ASME A17.1 is a process of routine examination, lubrication, cleaning, and adjustment of parts, components, and/or subsystems for the purpose of ensuring performance in accordance with the applicable Code requirements.

“Maintenance Control Program (MCP)” shall mean a written plan outlining all required inspection, testing and maintenance work for the equipment covered under this Solicitation. See Section 7.6 *‘Maintenance Control Program’*. The Maintenance Control Program may also be referred to as a Maintenance Control Plan.

“May” denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “Should”.

“Major Corrective Maintenance” means the Corrective Maintenance that exceeds the Major/Minor Corrective Maintenance Thresholds specified in Section 7.4 *Corrective Maintenance*.

“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 Price” means the prices awarded for a Mini-bid Agreement. A Mini-bid Price shall not exceed the Centralized Contract Price.

“Mini-bid Project Definition” shall refer to a statement of need which is used during the Mini-bid process to describe the Lift Equipment Preventive and Corrective Maintenance Services that are being sought by an Authorized User.

“Minor Corrective Maintenance” means Corrective Maintenance calculated according to the requirements of and is less than the Major/Minor Corrective Maintenance Threshold specified in Section 7.4 *Corrective Maintenance*.

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

“Must” denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see “Shall” and “Mandatory”

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

“NYS Vendor ID” shall refer to the ten-character identifier issued by New York State when a vendor is registered in the Vendor File.

“On-site” refers 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 be defined as set forth in Labor Law Section 232.

“Pre-Maintenance Repair Services” are corrective maintenance services 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 the Code. Pre-Maintenance Repairs are identified using the last inspection report issued by the Qualified Elevator Inspector, the list of known deficiencies provided by the Authorized User or may be discovered during pre-bid inspections.

“Preventative Maintenance Service” shall mean 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 applicable ASME Code requirements, the manufacturer’s specifications, and the specifications defined in this Solicitation.

“Procurement Services” shall refer to the division of the New York State Office of General Services which is authorized by law to issue centralized, statewide contracts for use by Authorized Users.

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

“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.

“Repair Item” shall refer to an individual part, component or subsystem that receives Corrective Maintenance.

“Repair Services” shall mean the reconditioning or renewal of parts, components, and/or subsystems necessary to keep the Lift Equipment in compliance with applicable Code requirements and the manufacturer’s specifications.

“Replacement Services” 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.

“Responsive Bidder” shall mean a Bidder meeting the specifications and requirements of this Solicitation, as determined by the OGS Commissioner.

“Shall” denotes the imperative in a Contract clause or specification. Means required - being determinative/mandatory, as well as imperative. Also see “Must”.

“Service” means provision of labor and/or materials and all ancillary costs for the performance of preventative or corrective maintenance.

“Service Facility” means the Contractor-operated, physical location where the Contractor’s elevator mechanics report.

“Should” denotes the permissive in a Contract clause or specification. Refers to items or information that the State has deemed are worthy of obtaining, but not required or obligatory. Also see “May”.

“State Agency Authorized User” denotes an Authorized User who is a State Agency, as defined in Executive Law §310(11).

“Stage Lift Elevator” - Stage Lift Elevators are specialized elevators, typically powered by hydraulics, that are used to raise or lower entire sections of a theatre stage.

“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.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 Qualifications of Prospective Bidders / Minimum Qualifications

A Bidder may be any entity that can provide the services outlined in this Solicitation and meets the minimum qualifications listed below. A prospective Bidder shall submit the information listed below to provide satisfactory evidence that it has adequate experience, resources and organization to perform the type, magnitude and quality of the specified services. A prospective Bidder is advised that the State's intent in having these requirements is to ensure that only qualified and reliable Contractors perform the work of the resulting Contract(s).

Note: Any Bidder failing to submit in whole or in part, adequate justification attesting to its qualifications may result in a rejection of the bid of that Bidder for the applicable lot(s) and region(s).

3.1.1 Organizational Requirements

The Bidder must meet the following minimum qualifications regarding its organizational requirements:

- The Bidder shall have maintained an organization, in continuous operation, for a minimum of three (3) years prior to the bid opening date; and
- The Bidder must be able to provide service in the region being bid on. Bidder must provide proof of this ability to OGS by satisfying one of the following:
 - Bidder must have a Service Facility located in the region being bid on. Bidder must provide the address of its Service Facility in Attachment 7; or
 - Bidder must have a Service Facility in a county adjacent to the region being bid on. Please note that counties (or functional equivalent) located outside of New York State may be used to meet the requirements of the Solicitation provided such county is adjacent to the region being bid on. Bidder must provide the address of its Service Facility in Attachment 7; or

- If Bidder does not have a Service Facility located either in the region being bid on or in a county adjacent to the region being bid on, Bidder must indicate this in Attachment 7 and Bidder must provide OGS with acceptable documentation proving that it has provided service in the region being bid on within the past twelve (12) months. Acceptable documentation will be determined in the sole discretion of OGS, and may include, but is not limited to, account references, contracts with other entities, or purchase orders for the region. OGS reserves the right to request additional documentation to determine Bidder's ability to service the region being bid on.

3.1.2 Experience Requirements

The Bidder must meet the following minimum qualifications regarding its experience. The Bidder must have been actively and normally engaged, for a minimum of **three (3)** years, in providing preventive and corrective maintenance services for the specific types of elevator, escalator or Miscellaneous Lift Equipment included in each of the Lots being bid on.

- Experience must be for preventive and corrective maintenance services in facilities such as schools, colleges, correctional facilities, hospitals, office buildings or other large municipal or commercial accounts; and
- In addition to experience providing preventive and corrective maintenance service for Miscellaneous Lift Equipment, experience providing maintenance services for Lot 1 (Traction Elevators) or Lot 2 (Hydraulic Elevators) will also qualify a Bidder for Lot 4 (Miscellaneous Lift Equipment).

3.1.3 Lift Equipment Portfolio Requirements

For the Lot(s) being bid on, the Bidder must demonstrate through the account references submitted that it currently has preventive and corrective maintenance responsibility for the minimum number of Lift Equipment listed below in facilities such as schools, colleges, correctional facilities, hospitals, office buildings or other large municipal or commercial accounts:

- Lot 1 Traction Elevators – No less than 10 geared or gearless traction elevators
- Lot 2 Hydraulic Elevators – No less than 10 hydraulic elevators
- Lot 3 Escalators – No less than 3 escalators
- Lot 4 Miscellaneous Lift Equipment – No less than either 10 traction elevators, 10 hydraulic elevators or 10 pieces of Miscellaneous Lift Equipment.

3.2 Administrative Proposal Requirements

This section sets forth the administrative proposal requirements of the Solicitation. After the bid opening, each proposal will be screened for completeness and conformance with the stated requirements for bid submission as set forth herein (see Section 5.3 *Proposal Format*) Any bid not meeting these requirements may be deemed nonresponsive and denied further consideration for award.

A complete Administrative Proposal will consist of the following items, as further detailed in Section 5 '*Format of Proposal Submittal*'. Please note that for the electronic portion of the submittals, any documents that require a signature must be signed, scanned and then submitted as an electronic file.

1. Bidder must complete, sign and submit Page 1 of the Solicitation
2. Bidder must complete, sign, have notarized and submit Page 2 of the Solicitation
3. Bidder must complete, sign and submit a Completed MWBE Utilization Plan (Form MWBE 100);
4. Bidder must complete, sign and submit a Completed Equal Employment Opportunity Staffing Plan (Form EEO 100);
5. Bidder must complete and submit Attachment 02 – General Questions;
6. Bidder must complete, sign and submit Attachment 04 – New York State Required Certifications;
7. Bidder must submit either a commitment to obtain all necessary proof of insurance as outlined in Attachment 05 – '*Contractor's Insurance Requirements*' or must submit proof of compliance. If a commitment to obtain the insurance is provided, this commitment shall be in the form of a signed letter, on company letterhead stating that the requirements will be met within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this Solicitation.
8. Bidder must complete and submit Attachment 06 – Encouraging Use of NYS Businesses (PDF);

9. Bidder must complete, sign, have notarized and submit Form ST-220-CA, Contractor Certification; (signed and scanned) (PDF);
10. Bidder shall complete and submit a Vendor Responsibility Questionnaire For-Profit Business Entity or submit proof of on-line submission (See Section 8.16 *New York State Vendor Responsibility Questionnaire For-Profit Business Entity*);
 - o Please note that if the Bidder does not currently have a Vendor Identification Number (VIN), then a substitute W9 form must be submitted along with a paper copy of the questionnaire with the VIN number left blank.
11. Bidder shall complete and submit Attachment 8 - Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance.

3.3 Technical Proposal

This section sets forth the technical proposal requirements of the Solicitation, which includes the submittal of Attachment 7 ‘*Technical Proposal Submission Form*’ that documents that the Bidder meets the minimum qualifications contained in Section 3.1 and which contains the following sections.

The Bidder must complete the *Summary of Regions and Lots Being Bid On*.

Section 1 – Executive Summary

The Bidder must complete the Executive Summary which includes the following information for the Bidder’s company:

- The location of the company’s Headquarters address;
- The date that the Bidder’s company was either established, organized or incorporated;
- The company’s gross annual sales for the 2014 tax year;
- The total number of employees on the company’s payroll as of 12/31/2014; and
- A statement that the company has maintained an organization, in continuous operation, for at least **three (3)** years prior to the bid opening date.

Section 2 – Office Information

The Bidder must provide the location of your company’s local office(s) that are proposed to service the regions being bid on.

Section 3 – Account References

The Bidder must provide account reference information that meets the requirements of Section 3.1 and the following:

- The Bidder must provide a total of five account references for which the Bidder is currently providing service;
- For each Lot being bid on, at least one account reference must be provided that includes maintenance service for the applicable type of equipment included in the lot (‘G geared or Gearless Traction Elevators’, ‘Hydraulic Elevators’, ‘Escalators or Miscellaneous Lift Equipment’), and the length of time that the account reference was serviced must be greater than or equal to **three (3)** years
- For each Lot being bid on the total number of ‘G geared or Gearless Traction Elevators’, ‘Hydraulic Elevators’, ‘Escalators’ or Miscellaneous Lift Equipment identified in the account references must meet the requirements of Section 3.1.3. Please note that more than one account reference may be used to meet this requirement.

3.4 Cost Proposal Requirements

The following mandatory information must be submitted with the bid:

1. A Bidder must complete Attachment 01 – ‘Price Pages’ to indicate the regions, lots and maximum not to exceed pricing information being bid. The attachment shall be completed in accordance with the following:
 - a. A Bidder may provide a bid for any or all regions;
 - b. A Bidder may provide a bid for any or all lots within a region(s);
 - c. A Bidder is not required to provide a bid for every lot within a region;
 - d. Within a lot and region the Bidder is required to provide numerical pricing greater than or equal to zero for all fees and markup rates contained in the lot including the Monthly Maintenance Fee, Fire Service Testing Fee, Labor Markup Rate and Materials Markup Rate;

- e. Failure to provide a bid for all fees and markup rates shall result in the rejection of the bid for that lot and region.
- f. The Bidder must return the price pages in excel format. Failure to submit price pages in excel may result in rejection of Solicitation.

3.5 Proposal Deviations

As set forth in Section 2.5, *'Inquiries and Proposed Solicitation Deviations/Issuing Office'*, OGS has established a specific process for the submission of extraneous terms and Bid deviations. Any extraneous terms submitted with the Bid shall not be considered part of the Bid or resulting OGS Centralized Contract, and shall be disregarded.

Bidder is advised that OGS will not entertain any exceptions to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.

SECTION 4 PROCUREMENT/ADMINISTRATIVE BACKGROUND

4.1 New York State Procurement Rights

New York State reserves the right to:

1. Reject any or all Proposals or separable portions of Proposals received in response to the Solicitation;
2. Withdraw the Solicitation at any time, at the sole discretion of OGS;
3. Make an award under the Solicitation in whole or in part;
4. Disqualify any Bidder whose conduct and/or Proposal fails to conform to the requirements of the Solicitation;
5. Seek clarifications and revisions of Proposals;
6. Prior to the bid opening, amend the Solicitation specifications to correct errors or oversights, or to supply additional information, as it becomes available;
7. Prior to the bid opening, direct Bidders to submit Proposal modifications addressing subsequent Solicitation amendments;
8. Change any of the schedule dates with notification through the NYS Contract Reporter;
9. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
10. Waive any requirements that are not material;
11. Reject illegible, incomplete or vague Proposals;
12. Utilize any and all ideas submitted in the Proposals received;
13. Adopt all or any part of a Bidder's Proposal in selecting the optimum configuration;
14. Negotiate with the Bidder(s) responding to this Solicitation within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bidders' Proposals;
15. Request any information deemed necessary for proper evaluation of Proposals from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Proposal;
16. 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 Bidder's Proposal and/or to determine a Bidder's compliance with the requirements of the Solicitation;
17. Select and award the Contract to other than the selected Bidder in the event that the State is unsuccessful in negotiating a Contract with the selected Contractor within 30 days of Contract award or, optionally, in other specified circumstances as detailed in the Solicitation requirements;
18. Use Proposal information obtained through the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to OGS Procurement Services' request for clarifying information in the course of evaluation and/or selection under the Solicitation;
19. Request current Bidder financial statement(s) that demonstrate Bidder's ability to service a Contract with dollar sales volume similar to the scope of this Solicitation;
20. Request additional documentation from the Bidder or request reports on financial stability from independent financial rating services;
21. Reject any Proposal or portion(s) thereof determined to have been altered or modified from the original format by the Bidder. Such alterations or modifications include but are not limited to: any changes to document headers, footers and/or cells, unprotecting worksheets or workbooks, hiding or un-hiding cells, columns, rows, or worksheets, and locking or unlocking cells;
22. Reject an unbalanced Proposal, or a Proposal containing incomplete, unreasonable or unrealistic pricing, as determined by the State;

23. Offer a Bidder the opportunity to provide supplemental information or clarify its Proposal, including the opportunity to explain or justify the balance, realism and/or reasonableness of its pricing;
24. Accept or reject a conditional or revocable Proposal which clearly communicates the terms or limitations of acceptance;
25. Consider and utilize the proper alternative or corrected reference/parameter/component/product/etc. in instances where an incorrect reference/parameter/component/product/etc. is stated by the State or by the Bidder.
26. These reserved rights are also applicable to an Authorized User's individual Mini-bid Agreements and associated Contractor responses.

4.2 Bidder Debriefing

Unsuccessful Bidders shall be notified upon Notification of Award to the winning Contractor(s). A Bidder shall be accorded fair and equal treatment with respect to its opportunity for debriefing. Requests for debriefings may be made both prior to and after Contracts are awarded. Requests for debriefings by unsuccessful Bidders must be addressed to OGS in writing. For debriefings prior to Contract award, OGS shall, upon request, provide a debriefing which would be limited to review of that Bidder's proposal or bid. The debriefing prior to Contract award should be requested in writing within 10 days of notification that the bid or proposal was disqualified from further consideration or the Bidder was a non-awardee.

After Contract award, OGS shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to the solicitation, regarding the reason that the proposal or bid submitted by such Bidder was not selected for a Contract award. The post-award debriefing should be requested in writing within 30 days of posting of the Contract award on the OGS website.

SECTION 5 FORMAT OF PROPOSAL SUBMITTAL

5.1 Responsiveness

To be considered responsive, a Bidder must submit a complete proposal that satisfies and addresses all requirements stated in this Solicitation. Except as otherwise provided in this Solicitation, a proposal that fails to conform to all requirements may be considered non-responsive and may be rejected.

5.2 Incorporation

Portions of the successful Bidder's proposal and Solicitation shall be incorporated into a final Contract, with a separate document executed by the Contractor and OGS. Therefore, the proposal must be signed by a partner, corporate officer, or other person authorized to commit its company to all provisions of the Solicitation and its proposal as submitted. Once the Contract(s) resulting from this Solicitation is executed and approved, it will be posted on the OGS website.

5.3 Proposal Format

A Bidder's proposal shall be organized in three (3) separate parts: (1) Administrative Proposal, (2) Technical Proposal and (3) Cost Proposal (collectively referred to herein as "Submissions"). Each part will be evaluated separately. Each part shall indicate its content and be labeled, as applicable: 'ADMINISTRATIVE', 'TECHNICAL' or 'COST PROPOSAL' and must meet the following requirements:

1. A Bidder shall submit one (1) separately bound original hard copies and one (1) electronic version of each Administrative, Technical and Cost Proposals. The electronic version shall be submitted as described in §5.4, '*Submission of Electronic Media*'. These electronic versions are to be sealed with the corresponding hard copy.
2. The Administrative, Technical and Cost Proposals shall be separately bound, sealed and labeled. The official name of the Bidder's organization(s) as well as the name and number of the Solicitation should appear on the outside front cover of each copy of the Bidder's Administrative, Technical and Cost Proposal. If the Proposals are submitted in loose-leaf binders, this information should also appear on the spine of the binders. Bidder shall provide separate electronic submissions of the Administrative, Technical, and Cost Proposals.
3. Bidder shall NOT include any pricing information (Attachment 01 – *Price Pages*) in the Bidder's Administrative or Technical Proposals in either the hard copy or the electronic submissions. Inclusion of such cost information in the Administrative or Technical proposals may result in disqualification of the proposal.
4. The Cost Proposal must not contain any material that is applicable to the Administrative Proposal or the Technical Proposal in either the hard copy or the electronic submission. Inclusion of such information in the Administrative or Technical proposals may result in the Proposal's disqualification.

5. In the event that there are any inconsistencies between the electronic Submission and the hard copy Submission for each of the three (3) parts of the Proposal, the original, wet ink, hard copy will be deemed controlling by OGS when reviewing each Proposal.
6. Proposal Amendments: A Bidder may submit amendments to its Proposal(s) prior to the Proposal Submission Deadline as described in §2.1, *Key Events/Dates*. Any amended pages submitted by a Bidder to be incorporated into the Proposal shall show the date of the revision and indicate the portion of the page(s) being changed.
7. All bids and accompanying documentation shall become the property of the State of New York and shall not be returned.
8. All proposals must be machine produced. Hand written proposals will be disqualified.
9. Please ensure that the Administrative, Technical and Cost Proposals contain no unrequested documentation or sales literature. If this type of information is to be submitted it shall be submitted in a separate sealed envelope and labeled as “Supplemental Information.”

ADMINISTRATIVE PROPOSAL

A complete administrative proposal consists of the following:

1. One CD, CD-ROM, DVD or flash drive containing each of the following items:
 - The documentation required in Section 3.2 – *Administrative Proposal Requirements*
2. One loose leaf binder containing originals of each of the following items:
 - The documentation required in Section 3.2 – *Administrative Proposal Requirements*

TECHNICAL PROPOSAL

A complete technical proposal consists of the following:

1. One CD, CD-ROM, DVD or flash drive containing each of the following items:
 - A completed Attachment 07 – *Technical Proposal Submission Form*
2. One loose leaf binders containing printouts of each of the following items:
 - A completed Attachment 07 – *Technical Proposal Submission Form*

COST PROPOSAL

A complete cost proposal consists of the following:

1. One CD, CD-ROM, DVD or flash drive containing each of the following items:
 - Completed Attachment 01 – *Price Pages* to be submitted in excel.
2. One loose leaf binder containing hard printouts of the following items:
 - Completed Attachment 01 – *Price Pages*

All CDs, CD-ROMs, DVDs or Flash Drives shall be labeled with the Name of the Bidder, Solicitation 22913 and either Administrative, Technical or Cost Section.

5.4 Submission of Electronic Media

As stated in §5.3, *Proposal Format*, a Bidder shall submit one (1) copies of the electronic version of each of the Administrative, Technical and Cost Proposals, in accordance with the requirements set forth in §3, *Proposal Requirements*, of this Solicitation. Electronic media shall be either a CD, CD-ROM, DVD or flash drive. If flash drives are used, they may have identification information attached as opposed to being ‘labeled’.

5.5 Packaging of Solicitation Response

A complete proposal consists of a total of one (1) electronic copy and one (1) hard copy/binder of each of the Administrative, Technical and Cost Proposals. If using a commercial delivery company that requires that their shipping package or envelope is used, your proposal must be placed within the second sealed envelope labeled as detailed below. This will ensure that Bidder’s proposal is not prematurely opened.

Bidder’s proposals must be submitted in sealed packages and received on or before 11:00 AM ET on the Bid Opening date referenced in §2.1.

Electronic submissions submitted should be labeled with:

Name of Bidder

Solicitation # 22913

Loose-leaf binders are preferred for hard copies of the submissions. The official name of the Bidder's organization(s) as well as the name and number of the Solicitation should appear on the outside front cover of each copy of the Bidder's proposal. This information should also appear on the spine of the binders.

BIDDERS SHOULD TAKE SPECIAL NOTE OF THE FOLLOWING:

1. E-Mail or Facsimile Bid Submissions Are NOT Acceptable
2. The complete Bid package must be received by this office by the date and time of the Bid opening.

5.6 Proposal Delivery Instructions

Complete Proposals in response to this Solicitation are to be packaged, sealed and submitted to the Office of General Services, Procurement Services. Proposals must be addressed to:

Solicitation #22913
Elevator, Escalator and Miscellaneous Lift Equipment Preventive and Corrective Maintenance
NYS Office of General Services
Procurement Services
Corning Tower, 38th Floor
Reception Desk
Empire State Plaza
Albany, NY 12242

A Bidder must allow extra time to comply with the Building Access procedures in effect at the Empire State Plaza when hand-delivering Proposals or using deliveries by independent courier services. Bidder assumes all risks for timely, properly submitted deliveries.

5.7 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the Information Desk.

A Bidder who elects to deliver its proposal is encouraged to pre-register for building access by contacting the OGS Procurement Services receptionist at 518-474-6262 at least 24 hours prior to the bid submission date.

Visitors who are registered can check in directly with the Information Desk. Visitors who are not pre-registered will be directed to a designated phone to call the OGS Procurement Services Receptionist. The Receptionist will register the visitor at that time but delays may occur. A Bidder who intends to deliver Bids or conduct OGS Procurement Services business should allow extra time to comply with these procedures. Building Access procedures may change or be modified at any time.

SECTION 6 METHOD OF AWARD/EVALUATION PROCESS

6.1 State Evaluation Philosophy

Pursuant to Article XI of the New York State Finance Law, New York State evaluates Bids for goods and services in an objective, comprehensive manner designed to benefit both the State and participating Bidders. All proposals will be evaluated uniformly and consistently, ensuring that each Bidder has an equal opportunity to be considered. The evaluation process will be conducted as described in this section.

6.2 Method of Award for Centralized Contract

This section applies to the Centralized Contracts awarded as a result of the initial responses to this Solicitation. Centralized Contracts will be awarded for each Region and Lot to those responsive and responsible Bidders who meet minimum qualifications and offer reasonable prices as determined by OGS.

6.3 Evaluation Process

Proposals will consist of three (3) submittals: an Administrative Proposal, a Technical Proposal and a Cost Proposal. Each submittal will be graded separately and independently in accordance with the Solicitation requirements and will receive a pass / fail determination. A Bidder shall refer to Section 3 for more comprehensive information specific to each part.

Proposals will be evaluated for each Region and Lot as described in the following sections.

6.3.1 Administrative Evaluation

The Administrative Proposal evaluation is conducted on a pass/fail basis. It consists of a proposal screening for completeness and conformance with stated requirements for proposal submission as set forth in §3.2, Administrative Proposal Requirements. Any proposal not meeting these requirements or deemed to be materially incomplete may be evaluated as a “fail” and denied further consideration. If the proposal substantially meets the requirements, it shall be evaluated as a “pass” and proceed to the Technical evaluation stage.

6.3.2 Technical Evaluation

The evaluation of the Technical Proposal consists of a pass/fail evaluation of the information set forth in Attachment 07 ‘Technical Proposal Submission Form’ to ensure that the minimum requirements listed in Section 3.1 are met and that the Contractor’s account reference performance ratings meet the requirements of this section. A proposal in which the Bidder does not supply the information requested in the attachment may be considered non-responsive and may be rejected and will receive no further consideration.

Included in Attachment 07 are the following sections:

- **Section 1 – Executive Summary.** This section will be reviewed to ensure that the Organizational Requirements listed in Section 3.1.1 of the Solicitation are met. A Bidder who does not demonstrate that the requirements of this section have been met will be considered a ‘fail’ and will receive no further consideration.
- **Section 2 – Office Information.** This section will be reviewed to ensure that the Organizational Requirements listed in Section 3.1.1 of the Solicitation are met by region. A Bidder who does not demonstrate that the requirements of this section have been met will be considered a ‘fail’ for the applicable region and will receive no further consideration for that region.
- **Section 3 – Account References.** This section will be reviewed to ensure that the Experience Requirements listed in Section 3.1.2 and the Lift Equipment Portfolio Requirements listed in Section 3.1.3 of the Solicitation are met. In addition, Procurement Services will contact the account references in the order that they’re listed on the form in order to obtain a performance rating that will be evaluated as follows:
 - Three references will be contacted to obtain either an “Excellent”, “Good” or “Poor” rating for the Contractor’s performance;
 - If one of the references cannot be reached or cannot provide a rating, then the remaining references will be contacted in the order listed in order to obtain three ratings;
 - If an attempt has been made to contact all five of the references and there are still reference(s) that cannot be reached or cannot provide a rating, then a ‘No Rating’ will be assigned to those references which could not be reached or could not provide a rating(s).
 - The performance ratings will then be assigned the following scores for the purposes of evaluating whether the ratings are a pass/fail:
 - Excellent = 20 points
 - Good = 10 points
 - Poor = 0 points
 - No Rating = 0 points
 - The performance ratings will then be averaged together to create an overall score which will be evaluated as follows:
 - If a Bidder’s average performance rating is 10.0 or greater, the bids for all regions and lots will be considered a “pass”.
 - If a Bidder’s average performance rating is less than 10.0, the bids for all regions and lots will be considered a “fail” and will not be evaluated further.

6.3.3 Cost Evaluation

The Bidder is required to submit pricing as a maximum not to exceed. In accordance with State Finance Law, the Cost Proposal will be evaluated to determine the reasonableness of the maximum not-to-exceed prices proposed.

The reasonableness of price shall be assessed in the following manner:

Step 1: For each region and lot, the Bidder's proposed fees and markup rates will be combined via the formula below to establish an estimated total monthly price. For the purposes of this formula, it will be assumed that the work will be provided by a team of two, consisting of one journeyman and one helper. Please note that for districts where no 'helper' job classification exists, the prevailing wage rate for a journeyman is used for the helper rate, and in districts where both an 'Elevator Constructor' and a 'Modernization & Service/Repair' job classification exist, the prevailing wage rate for the 'Modernization & Service/Repair' classification is used.

Estimated Total Monthly Price = (MMF) + (FSTF) + (MCM)

Where:

MMF = Monthly Maintenance Fee

FSTF = Fire Service Testing Fee. If not included in lot, then FSTF is equated to zero.

MCM = Estimated Monthly Cost of Major Corrective Maintenance

= (Labor Costs) + (Material Costs)

= (H)/12 x [(1 + LMR/100) x ((PWR, Team) + (SB, Team))] + (M)/12 x (1 + MMR/100)

= (30 hours)/12 x [(1 + LMR/100) x ((PWR, Team) + (SB, Team))] + (\$3300)/12 x (1 + MMR/100)

Where:

H = The assumed number of hours of Major Corrective Maintenance for one elevator in one year = 30 hours

PWR, Team = The prevailing wage rate set by the New York State Department of Labor for a team of two mechanics (one journeyman and one helper)

LMR = Labor Markup Rate (%)

SB = Supplemental Benefit set by the New York State Department of Labor for a team of two mechanics (one journeyman and one helper)

M = The assumed material costs for Major Corrective Maintenance for one elevator in one year = \$3300

MMR = Materials Markup Rate (%)

Step 2: For each region and lot, all Bidders' "Estimated Total Monthly Price" will be averaged to create an "Average Estimated Monthly Price".

Step 3: Each Bidder's "Estimated Total Monthly Price" will be compared to the "Average Estimated Monthly Price" for the lot/region. If a Bidder's "Estimated Total Monthly Price" is at or less than 150% of the "Average Estimated Monthly Price", the bid shall be deemed to have passed. If a Bidder's "Estimated Total Monthly Price" is greater than 150% of the "Average Estimated Monthly Price", the bid for that region and lot shall be deemed to have failed and will not be evaluated further.

6.5 Notification of Award

Bids that pass the Administrative, Technical and Cost Proposal evaluations will be considered for award of a Centralized Contract. Successful Bidders shall be advised by OGS in accordance with §24 of Appendix B. Tentative award of the Contract shall consist of written notice to that effect by OGS to successful Bidders, who shall thereupon be obligated to execute a formal Contract.

6.6 Bidder Responsibility on Accuracy

A Bidder is responsible for the accuracy of its Proposal. A Bidder is directed to take extreme care in developing their Proposal. A Bidder is cautioned to carefully review their Proposal prior to submittal, as requests for withdrawals of any type are not likely to be granted.

SECTION 7 SPECIFICATIONS

All work performed under the resulting Contracts and subsequent Mini-bid Project Definitions shall be performed in accordance with the following sections.

7.1 General Requirements

This is a Full Service Contract, as defined in Section 2.8 Definitions. The table below is a summary of services to be provided through the contract resulting from this Solicitation.

Table 1: Summary of Services & Fees

Applicable Fee	Applicable Services
Monthly Maintenance Fee (Section 7.7.1)	Preventative Maintenance (Section 7.3) Minor Corrective Maintenance (Section 7.4) Maintenance Control Program (Section 7.6) Call-back Service (Section 7.8) Notification of Conditions Requiring Repair (Section 7.9) Safety Inspections and Tests, excluding Fire Service Testing (Section 7.10) Contract Meetings (Section 7.11) Inspection of Work (Section 7.17) Access for Repairs (Section 7.18) Staffing for Scheduled Building Shutdowns (Section 7.18) On-Site Mechanic, if required by the Mini-bid Project Definition (Section 7.18), <i>See Note 1 below</i> Reports (Sections 7.12 and 7.29) Documentation and Recordkeeping (Section 7.19) Preparation of As-Built Drawings for Equipment, Wiring and Circuit Changes (Section 7.24) Preparation of Schematic Wiring Diagrams (Section 7.25), <i>See Note 1 below</i> Contractor Closeout Inspections (Section 7.26)
Fire Service Testing Fee (Section 7.7.2)	Fire Service Testing (Section 7.7.2)
Labor & Material Markup Rates (Section 7.7.3)	Major Corrective Maintenance (Section 7.4) Pre-Maintenance Repairs (Section 7.28)

Note 1: The requirements for an ‘On-Site Mechanic’ and ‘Preparation of Schematic Wiring Diagrams’ may not be included in all Mini-bid Project Definitions. For Mini-bid Project Definitions that do not require these services, the costs should be removed from the price bid for the Monthly Maintenance Fee in order to provide the most competitive bid.

7.2 Maintenance Requirements

All Lift Equipment shall be maintained at its initial performance ability (same speed, safety, and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. 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.

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. Prospective Contractors shall personally verify all Lift equipment listed in the Mini-bid Project Definition during the mandatory site visit.

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.

7.3 Preventive Maintenance

Preventive Maintenance services, as referred in Section 2.8 Definitions, 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 applicable ASME Code requirements and the manufacturer’s specifications. The Contractor’s not-to-exceed Monthly Maintenance Fee price established as a result of this Solicitation shall include the cost of all labor, 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 the preparation of Maintenance Control Programs, all non-billable call back service work and special requests, all ASME required Elevator testing and inspections and all administrative and reporting requirements.

As part of the preventive maintenance requirements the Contractor shall also be responsible for maintaining the lighting fixtures installed in the car, hoist way, pit, car top, and car emergency lighting including all lighting fixture components such as ballasts, bulbs, lamps, and tubes; and is also responsible for maintaining the car telephone or intercommunication systems from elevator to elevator controller. In addition, the Contractor is responsible for replacing lamps and bulbs for the lighting fixtures in the elevator equipment room, but is not responsible for the ballasts or fixtures in that room.

7.4 Corrective Maintenance

Corrective Maintenance as referred to herein shall mean Repair and/or Replacement Services.

For the purposes of evaluating whether Corrective Maintenance qualifies as either Minor or Major Corrective Maintenance, the Contractor shall calculate the total cost of the Corrective Maintenance in accordance with the following formulas, and the cost shall be calculated per Repair Item which shall be compared to the Major/Minor Corrective Maintenance Threshold listed in Table 2.

Total Cost of Repair Item = (Labor Cost) + (Material Cost)

Where:

Labor Cost = (H) x [(1 + LMR/100) x (PWR + SB)]

H = Number of labor hours needed to complete the Corrective Maintenance

LMR = Labor Markup Rate (%)

PWR = Prevailing Wage Rate

SB = Supplemental Benefits

Material Cost = (Cost of Materials) x (1 + MMR/100)

Where:

MMR = Materials Markup Rate (%)

The Contractor’s Monthly Maintenance fee shall include, but is not necessarily limited to, all preventative maintenance service and all corrective maintenance service with a total cost (labor and materials) less than or equal to the thresholds listed in the following table, which shall be referred to as ‘Minor Corrective Maintenance:

Table 2: Corrective Maintenance Thresholds

Lot(s)	Type of Equipment	Major/Minor Corrective Maintenance Threshold
1	Gearless Traction Elevators	\$2500
1	Geared Traction Elevators	\$2500
2	Hydraulic Elevators	\$1000
3	Escalators	\$2500
4	Wheelchair Lifts	\$500
4	Stage Lifts	\$500
4	Dumbwaiters	\$500

Corrective maintenance work that has a Total Cost that exceeds these thresholds shall be considered Major Corrective Maintenance. The Contractor shall justify all costs for Major Corrective Maintenance to the Authorized User's satisfaction, and for Repair Items that qualify as Major Corrective Maintenance the Contractor shall be compensated for the full cost of the work unless the corrective maintenance is determined to be the result of the Contractor's negligence, in which case the Contract shall not be additionally compensated.

Prior to performing any Major Corrective Maintenance, the Contractor shall submit a Cost Proposal to the Authorized User for approval. The Cost Proposal shall be a maximum, not to exceed price; shall include all labor and material costs associated with the Major Corrective Maintenance and shall be calculated on a per item basis (like items shall not be combined in the calculation).

Upon approval, a letter authorizing the work will be issued by the Authorized User and a copy of such letter must accompany the invoice for the Major Corrective Maintenance services. Please note that if subcontractors are to be used, the requirements of Section 7.22 'Subcontracting of Work' shall be met.

7.5 Work Not Included in Contract (Out of Scope Work)

The Contractor is not responsible for performing the following work:

- a. Refinishing of the elevator car interior walls, elevator car interior ceiling, elevator car floor covering, and escalator balustrades, trim and moldings;
- b. Maintenance and repair of lighting ballasts and fixtures in the elevator equipment room, except for the replacement of lamps or bulbs which is included;
- c. Maintenance and repair of hoist way enclosure walls, hoist way door frames and hoist way sills;
- d. Maintenance and repair of telephone company lines with the exception of elevator telephone or intercommunication systems which are included;
- e. Maintenance and repair of main line power switches; and
- f. Maintenance and repair of emergency power plants and associated supplies.

7.6 Maintenance Control Program (MCP)

Within fourteen (14) days after award of a Mini-bid Project Definition, the Contractor shall submit to the Authorized User a Maintenance Control Program (MCP) for review and approval. The MCP shall be prepared in accordance with the requirements of the manufacturer's specifications, ASME A.17 and ASME A18.1 and shall include monthly reporting to the Authorized User. The MCP shall cover a period of at least twelve months, or the term of the Mini Bid Agreement, if fewer than 12 months, and shall be updated and resubmitted annually on the anniversary date of the award of the Mini-bid Agreement, or on a more frequent basis if agreed to by the Authorized User and the Contractor.

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

- a. The MCP shall articulate all required work in accordance with the manufacturer's recommendations and applicable ASME Standards in such a format that the Authorized User Representative and/or any lay person (a non-elevator expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.
- b. The MCP shall include all tests and inspections (including Fire Service Testing).
- c. The MCP shall document Minor and Major Corrective Maintenance activities.
- d. The MCP shall include the minimum number of preventive maintenance hours of service to be provided per month for each elevator.
- e. The MCP shall reflect the 12-month Mini-bid Project Definition cycle, beginning upon Mini-bid Agreement or the entire term of the Mini-bid Agreement, if fewer than 12 months.

As part of the Maintenance Control Program, the Contractor shall submit, to the Authorized User, monthly MCP Status Reports showing progress made towards completion of the tasks contained in the MCP.

In addition, the Authorized User may specify minimum maintenance requirements in the Mini-bid Project Definition which the Contractor shall incorporate into the MCP.

7.7 Centralized Contract Pricing

Pricing shall include a Monthly Maintenance Fee, Fire Service Testing Fee, Labor Markup Rate and Materials Markup Rate in Lots 1 and 2 and a Monthly Maintenance Fee, Labor Markup Rate and Materials Markup Rate in Lots 3 and 4.

Pricing shall include the cost of meeting all specifications set forth. The Centralized Contract Prices are the maximum rates that the Contractor can bid during subsequent Mini-bid Project Definitions; however a Contractor may submit lower pricing in response to a Mini-bid Project Definition. *Please note that the requirements for an ‘On-Site Mechanic’ and ‘Preparation of Schematic Wiring Diagrams’ may not be included in all Mini-bid Project Definitions. For Mini-bid Project Definitions that do not require these services, the costs should be removed from the price bid for the Monthly Maintenance Fee in order to provide the most competitive bid.*

For all pricing, the Monthly Maintenance Fee, Fire Service Testing Fee (if applicable), Labor Markup Rate and Materials Markup Rate bid during the Mini-bid Project Definition shall be less than or equal to the corresponding prices awarded for the Centralized Contract.

7.7.1 Monthly Maintenance Fee

The Contractor shall provide a ‘*Monthly Maintenance Fee*’ for the performance of preventive maintenance services and Minor Corrective Maintenance services. Preventive Maintenance and Minor Corrective Maintenance services are defined in Section 7.3 ‘*Preventive Maintenance*’ and Section 7.4 ‘*Corrective Maintenance*’ respectively.

7.7.2 Fire Service Testing Fee

For Lots 1 and 2 the Contractor shall provide a ‘*Fire Service Testing Fee*’ for the performance of the monthly “manual test” of the Phase I and Phase II Fire Service Testing as required by ASME A17.1. This fee shall be on a per month basis per Elevator and shall include all costs associated with performance of the tests. This testing shall be performed by the Contractor and the results shall be submitted along with the monthly Maintenance Control Program status reports, however the Authorized User reserves the right to remove this testing from the scope of work for facilities where it can be performed by in-house staff, in which case no fee will be charged by the Contractor.

7.7.3 Labor and Material Markup Rates

The Contractor shall provide a percent markup rate for labor, designated as the ‘*Labor Markup Rate*’ and a percent markup rate for materials, designated as the ‘*Materials Markup Rate*’ for the assessment of value of Corrective Maintenance, and for the performance of Major Corrective Maintenance repairs. For labor the percent markups will be offered over the then-current New York State prevailing wage rates plus supplemental benefits in the county in which the work is performed for Elevator Mechanics and Helpers, and the prevailing wage rates and supplemental benefits paid will be the current rates listed for the date the work is performed in the county in which the work is performed:

The Labor Markup Rate shall include all costs (such as salary payments in excess of the prevailing wage rate, benefits, overhead, profit, training, recruitment, etc.) and no additional compensation will be allowed in addition to the Labor Markup Rate bid.

For materials, the percent markup will be offered over the actual cost of the materials used in the work. The *Materials Markup Rate* shall include all costs (such as overhead, profit, etc.) and no additional compensation will be allowed in addition to the markup bid.

Cost of Materials

When procuring materials for Major Corrective Maintenance work, the following guidelines shall apply:

1. The Contractor shall submit detailed invoices for all materials with their cost proposals for Major Corrective Maintenance.
2. The Contractor shall procure materials using commercially reasonable and prudent practices to obtain the most favorable price and terms. The Contractor will make his/her best efforts to obtain favorable pricing and shall document same by obtaining written quotes from at least three (3) responsible sources before selecting the best price and terms using the following guidelines:
 - i. Each quote will be solicited in a form and manner conducive to uniformity in all quotes. The Contractor will maintain documentation of the solicitation and results.
 - ii. If the Contractor desires to accept other than the lowest priced materials, or where competitive bids are not possible, adequate justification must be provided to the Authorized User for required prior approval.
 - iii. The Authorized User shall be free to accept or reject any material costs submitted for approval, and the Contractor shall provide the Authorized User with copies of all documentation requested in relation to such approval rights.

7.8 Callback Service

The Contractor shall provide 24-hour-a-day, 7 day-a-week callback service which shall be included in the cost of the Monthly Maintenance Fee. Should a callback occur outside of Business Hours, resulting in the actual payment of Overtime to an employee, reimbursement will be made for the use of Overtime in accordance with Section 7.21 'Overtime' unless

1. The callback is due to the fault or negligence of the Contractor, which shall be determined by the Authorized User, in which case no additional Overtime reimbursement will be made and the service costs will be deemed fully covered by the Monthly Maintenance Fee, **or**
2. **The callback is made pursuant to Section 7.8(a), in which case additional Overtime reimbursement will be made without preapproval.**

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 and telephone numbers (home, cellular, and office) of the persons to be contacted for service. Both parties shall keep this list updated as required.

In the event of callback service, a journeyman elevator mechanic will report to the site of the call when requested by the Authorized User or those persons designated by the Authorized User, in accordance with the following schedule:

- a. Within one (1) hour after receipt of request for any stalled Lift Equipment containing trapped passenger or any Lift Equipment designated in the Mini-bid Project Definition as being essential. 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.
- b. Within the first two (2) regular work hours of the next regular working day for any of the other Lift Equipment covered by the Mini-bid Project Definition.
- c. For each callback service call, the Contractor shall provide the Authorized User a 'Callback Report' within the timeframe specified in Section 7.12 'Deliverables'. The 'Callback Report' shall include a copy of the work ticket(s) along with supporting documentation, the format of which shall be approved by the Authorized User in advance of the first submittal. Callback Reports shall contain the following minimum information:
 - (a) Name and address of the Contractor
 - (b) Name of the Contractor's employee in charge of the work
 - (c) Name of the Contractor's employee(s) performing the work.
 - (d) Date(s) work performed and work hours expended
 - (e) Brief description of work performed/corrective action including equipment identification
 - (f) Signature and name of the Contractor's employee authorized to sign for the Contractor and attest to the necessity and completeness of the work, and the accuracy of the invoice.

7.9 Notification of Conditions Requiring Repair

The Contractor shall give immediate notice to the Authorized User Representative of any apparent damage, defects or repairs required to the Lift Equipment covered under the resulting Mini-bid Project Definition. This notice shall consist of both verbal notification on the day of discovery and written notice within three days thereof.

In addition, for any conditions the Contractor interprets to be excluded from Contract under Section 7.5 *Work Not Included in Contract*, the Contractor shall notify the Authorized User Representative, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the Lift Equipment. The Authorized User reserves the right to solicit offers from, and have corrections or repairs made by, other sources for work outside the scope of the resulting contract(s).

7.10 Safety Inspections and Tests (Excluding Fire Service Testing)

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 shall perform all periodic inspections and tests for the Lift Equipment, in accordance with the requirements of ASME A17 and ASME A18, and all such inspections/tests shall be witnessed by the Authorized User's approved Qualified Elevator Inspector (QEI).

The Contractor shall submit the schedule for all tests and inspections to the Authorized User Representative and the QEI, within fifteen (15) days of the commencement of the resulting Mini-bid Project Definition. All tests and inspections shall also be included in the Maintenance Control Program.

The Authorized User Representative shall schedule the inspections and tests based on the date the last inspection and test were performed in each one of the Lift Equipment. The Contractor will be allowed a fifteen (15) day timeframe from the date of the last inspection and test are due. 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.

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 Representative will be contacted and the Contractor shall be required to change the staff.

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 Representative, 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.

7.11 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 Fee.
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:
 - A. The Contractor's submission of the Maintenance Control Program to be reviewed and 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 for the following purposes:
 - A. Review job progress, quality of work, and approval and delivery of materials.
 - B. Identify and resolve problems that impede planned progress.
 - C. Coordinate the efforts of all concerned so that the 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.

7.12 Deliverables

The Contractor shall provide the following plans, services, requests and reports to the Authorized User Representative within the timeframe shown below. For definitions of the reports contained in this table see Section 2.8 ‘Definitions’.

Deliverable	Date of submission and/or completion of work	Frequency
Maintenance Control Program (MCP)	14 (fourteen) calendar days after award of a Mini-bid Agreement or as otherwise agreed to by the parties and on each anniversary date of the award	See Section 7.6 ‘Maintenance Control Program’
Completion of Pre-Maintenance Repair Services (if applicable)	30 (thirty) days after award of a Mini-bid Agreement or as otherwise agreed to by the parties	Once at the start of a Mini-bid Agreement, unless otherwise stated in the Mini-bid Project Definition
Request to Work Outside of Normal Facility Business Hours	5 (five) days prior to the performance of the service	On demand
Monthly MCP Status Report, invoices for Monthly Maintenance Fee, Fire Service Testing (if applicable) and Major Corrective Maintenance Services	Fifth day of each month	Monthly (invoices may be sent separately for each item)
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
ASME Inspection and Testing Report	Within five (5) calendar days after completion of the inspection and testing	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 Representative	On demand
Corrective Maintenance Report	Within five (5) calendar days after completion of the Corrective Maintenance	Monthly
Elevator Downtime Report	Twenty four (24) hours after the Elevator is out of service.	On demand
Callback Report	Within three (3) working days after completion	On demand

7.13 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 Definition, 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.

For purposes of this Section 7.13 the ‘Daily Rate’ shall be calculated by dividing the number of working days in the respective month (“Monthly Working Days”) into the ‘Monthly Maintenance Fee’ and multiplying the result by a fraction, the numerator of which shall be the number of Elevators, escalators or Miscellaneous Lift Equipment subject to diminution of use at the Facility and the denominator of which shall be the number of Elevators, escalators or Miscellaneous Lift Equipment at the premises covered by the resulting Contract(s). The Authorized User shall identify its working days and the length of such working days (e.g., 7:a.m.-6:00 p.m.) in the Mini-bid Project Definition.

Daily Rate Formula:

$$\text{Daily Rate} = \frac{\text{Monthly Maintenance Fee}}{\text{Monthly Working Days}} \times \frac{\text{Number(s) of Lift Equipment. Subject to Diminution}}{\text{Total Number of Lift Equipment Under Contract}}$$

Example: Facility X has 15 elevators. During the month of September 2015, the Contractor failed in providing service to two elevators during the entire month. There are 21 working days in the month of September. The contract monthly maintenance fee is \$ 12,000.00.

$$\text{Daily Rate} = (\$12,000/21) \times (2/15) = \$75.19$$

1. **LIQUIDATED DAMAGES FOR FAILURE TO RESPOND TO EMERGENCY CALLBACK SERVICE:** If the Contractor fails to timely respond to callback service as required in this Solicitation, the resultant contract(s), or any Mini-bid Project Definitions issued there under, deductions will be made, from future monthly invoice(s), at a rate of \$100.00, per incident, to compensate the State for the loss of use of the Lift Equipment and the inconvenience created thereby. Any additional costs incurred by the Facility Representative 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).

2. **LIQUIDATED DAMAGES FOR FAILURE TO MAINTAIN AND/OR PROVIDE SPARE PARTS:** If the Contractor fails to provide any of the parts covered in this Solicitation, the resultant contract(s), or any Mini-bid Project Definitions issued there under within 24 hours of establishment of need for such parts, the Authorized User will deduct the ‘Daily Rate’ (see Daily Rate Formula above) from future invoice(s) for every day until the parts are received, 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. The Authorized User’s Representative 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).

3. **LIQUIDATED DAMAGES FOR FAILURE TO PROVIDE REQUIRED PREVENTIVE MAINTENANCE:** If the Contractor fails to timely complete required preventive maintenance tasks, in accordance with the approved Maintenance Control Plan, this Solicitation, the resultant contract(s), the Contractor’s proposal, the applicable manufacturer’s preventative maintenance recommendations or the ASME codes, the Authorized User’s Representative will notify the Contractor and will deduct two (2) times the Daily Rate (see Daily Rate Formula above) from future monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the required maintenance performance period until such time that the work is complete and accepted by the Authorized User Representative. For example, if the maintenance item is due to be performed monthly and was not performed during the scheduled calendar month, but was performed on the 10th day of the next month, the Contractor would be assessed 9 days of liquidated damages for the period of non-compliance. Provided, however, that in the case of periodic tasks that are never performed by the time that the next performance period ends, liquidated damages assessment will cease for the prior performance period when the next performance period ends.

4. **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 Qualified Elevator Inspector/Inspection Report, by the sooner of the time periods set forth in the State’s Qualified Elevator Inspector/Inspection Report or 30 days from Contractor’s receipt from the Authorized User Representative of the Qualified Elevator Inspector’s inspection report, the Authorized User Representative will notify the Contractor and deduct two (2) times the Daily Rate (see Daily Rate Formula above) from future monthly invoice(s), to compensate the State for the diminution of services, for each and every day beyond the due date until such time that the work is complete and accepted by the Authorized User Representative.

5. **LIQUIDATED DAMAGES FOR EXCESS UNSCHEDULED LIFT EQUIPMENT DOWN-TIME:** Lift Equipment cannot experience unscheduled down-time of more than six Facility working days per contract year per piece of Lift Equipment unless the Contractor’s failure to place the Lift Equipment back into service arises out of causes beyond the Contractor’s control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). If Lift Equipment is down longer than the acceptable amount of time specified above, the Excess Lift Equipment Downtime Liquidated Damages Formula below will determine the Contractor’s liability therefore, not as a penalty, but as liquidated damages.

The Contractor’s liability for such liquidated damages shall be the product of three factors: (i) the yearly contract costs; times (ii) a fraction, the numerator of which shall be the number of Lift Equipment subject to diminution of use at the premises and the denominator of which shall be the number of Elevators, escalators or other equipment at the premises covered by the contract; times (iii) a fraction, the numerator of which shall be the number of days of unscheduled down time in excess of the threshold six Facility working days per year per elevator/escalator and the denominator of which shall be the number of days in the year that the Facility is in operation. Unscheduled down time of less than 50% of the Authorized User’s working days as identified in the Mini-bid Project Definition shall not be charged against the Contractor; and down time of 50% or more of the Authorized User’s working days as identified in the Mini-bid Project Definition shall be counted as a full day. “Yearly contract cost” as used herein shall mean the fixed maintenance cost payable by the Authorized User for the contract year in which said damages are sustained, including any escalations from prior years, but shall not include extra charges properly billed by the Contractor under this Agreement. If such damages occur in a period that is partly in one contract year and partly in another, the damages assessable in each such year shall be separately computed using the appropriate yearly contract cost for such each portion.

This liquidated damages clause shall be in addition to all other liquidated damages clauses in this Solicitation once the Lift Equipment experiences unscheduled down-time of more than six Facility working days per year per piece of Lift Equipment. Unscheduled down-time means the length of time that the Lift Equipment is out-of-service for reasons other than the down-time previously scheduled by the Contractor and agreed to by the Authorized User (e.g. time for tests or inspections). The length of time that 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.

Excess Lift Equipment Downtime Liquidated Damages (EEDLD) Formula:

$$\text{EEDLD} = (\text{contract yearly amount}) \times \frac{\text{\# of Lift Equipment out of service}}{\text{Total Number of Lift Equipment under this Contract}} \times \frac{\text{Number of days out of service in excess of six Facility working days}}{\text{Annual Working Days}}$$

Example: Facility Y has 16 elevators. During the month of January 2014, elevator number 8 was out of service the entire month. The contract yearly amount is \$ 60,000. There were 22 Facility working days in January; therefore there were 16 days of excess elevator downtime in January. There were 260 Facility working days in 2014.

$$\text{EEDLD} = \$60,000 \times (1/16) \times (16/260) = \$230.77$$

6. **LIQUIDATED DAMAGES FOR FAILURE TO TIMELY SUBMIT THE MAINTENANCE CONTROL PLAN (MCP) FOR APPROVAL:** If the Contractor fails to timely submit the MCP to the Authorized User Representative for approval, the Authorized User Representative will notify the Contractor and deduct one (1) time the Daily Rate (see above Daily Rate Formula) per Elevator, Escalators or other Lift Equipment from future monthly invoices for each and every day late until such time that the MCP is submitted to the Authorized User Representative for approval. The MCP is the support documentation used by the Authorized User Representative to certify that the maintenance service had been performed. In addition to the assessment of liquidated damages, the non-submittal the MCP will also result in a suspension of payments for the preventive maintenance monthly fee.

7. **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 7.7 ‘Safety Inspection and Tests’, except for causes beyond the Contractor’s control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.), the Contractor will be assessed 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 two (2) times the Daily Rate (see above Daily Rate Formula) for each and every day beyond the due date until such time that the tests or inspections are complete and accepted by the Authorized User Representative. Such liquidated damages shall be deducted from future monthly invoice(s).

8. **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 subdivision 5 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.

7.14 Invoices and Monthly Payments

Invoices shall be submitted monthly and shall consist of one invoice for the Monthly Maintenance Fee and Fire Service Testing Fee (if applicable), and a separate invoice for Major Corrective Maintenance services.

All invoices for the Monthly Maintenance Fee shall be accompanied by the monthly Maintenance Control Program Status Report. All invoices for Major Corrective Maintenance shall be accompanied by the work tickets, material invoices and the authorization letter documenting the work. This invoice will contain the Contract ID number; the name of the Authorized User; the location where service was performed; and, either in its body or as an attachment, will contain a copy of the report (in accordance with the reporting requirements specified in section 7.29 itemizing work completed during that month).

Payment for any invoices which are submitted without acceptable supporting documentation may be withheld at the discretion of the Authorized User.

The monthly payment for services covered shall be calculated by adding the Monthly Maintenance Fee, Fire Service Testing Fee and Major Corrective Maintenance labor and materials costs and then subtracting any 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.

7.15 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 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 preventative and corrective maintenance as specified by the manufacturer's recommendations, ASME A17.1 and ASME A18.1.
2. Completion of work check charts and the MCP report 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. The maintenance deficiencies shall be completed within thirty (30) working days of the receiving date of the testing/inspection report from the QEI. Within three (3) working days of said test/inspection, Contractor shall provide the Authorized User Representative a schedule and a proposal, if applicable, which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.
4. Down-time of not more than six Facility Working 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 Representative; 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 Representative may interrupt the total "down-time" duration. The "down-time" is exclusive of acts of God and vandalism.
5. Responsiveness to Emergency Callback Services placed by the Authorized User Representative or his/her designee, in compliance with the timeframe established on section 7.9 'Callback Service'.

6. The Contractor's failure to repair or correct deficiencies detected during the performance of the preventative maintenance or reported to the Contractor by the Authorized User Representative.

7.16 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. The Contractor is required to follow all applicable facility rules and regulations.
4. The Contractor's Elevator mechanics, helpers, 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 Facility's procedures and guidelines. Failure to follow check in/check out procedures, whether intentional or not, may be understood to mean that services were not performed.
5. The Authorized User will not be liable for any expense incurred by the Contractor as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor.
6. No illegal drug use of any type, or alcoholic beverages by the Contractor or its personnel shall be permitted in the performance of the contract.
7. The Authorized User Representative 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.
8. 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.
9. 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.
10. The Contractor will use reasonable care to minimize the generation of waste, and will properly dispose of all waste it does generate.
11. 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.
12. 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.

7.17 Inspection of Work

The quality of service will be subject to inspection by the Authorized User or Authorized User's designee at any time. For all such inspections, the Contractor shall provide an elevator mechanic who shall be on site during the testing, and the cost shall be included in the Monthly Maintenance Fee. 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 and employ another Contractor to fulfill the requirements of the contract.

7.18 Staffing

All work under the resulting Contract(s) shall be performed by skilled, competent, journeyman elevator mechanics directly employed or supervised by the Contractor or an approved subcontractor. Elevator mechanic helpers may be used, provided they are under the direct supervision of a journeyman elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All journeyman elevator mechanics shall have a minimum of three (3) years of experience maintaining Lift Equipment. Sufficient personnel shall be assigned to meet the requirements of the Mini-bid Project Definition.

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.

On-Site Mechanic

When the scope of the Mini-bid Project Definition justifies a continuous presence at the work site to perform preventive maintenance and minor corrective maintenance, the Authorized User may require that an on-site mechanic be stationed at the facility for a specified amount of time each work day. All requirements for an on-site mechanic, including the minimum amount of time that the mechanic must be present, shall be specified in the Mini-bid Project Definition. All costs for the On-site Mechanic shall be included in the Monthly Maintenance Fee bid, and no additional reimbursement will be made for the On-site Mechanic.

Scheduled Building Shutdowns

An elevator technician or 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.

Access for Repairs to Equipment Located Near Lift Equipment

Should equipment (including but not limited to security systems or fire alarms) located in or near Lift Equipment require assistance with access, the Contractor shall provide an elevator mechanic who will be on site to assist with access, and the cost of this assistance shall **be paid for based on the actual hours worked, (not including travel time) and the Labor Markup Rate.**

7.19 Documentation and Record Keeping

The Contractor shall maintain the following documentation and records on-site, for the use of the QEI and Authorized User:

- Wiring diagrams
- Code identified written and unique procedures
- Code identified checkout procedures
- Emergency elevator evacuation procedure
- Corrective maintenance records
- Parts and equipment replacement records
- Oil usage records
- Periodic Tests records
- Replacement criteria compliance records in accordance with ASME A17.6
- Call Back records

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

- Equipment cleaning procedures shall be posted in a transparent enclosure for protection.
- MCP 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.

7.20 Work Scheduling

All work performed under the resulting Mini-bid Agreement shall be coordinated with the Authorized User Representative in advance (prior to arrival at the facility) to ensure that the Lift Equipment is available and that access to the site can be provided.

In addition, when arriving at the Facility, all Contract personnel shall report to the Authorized User Representative in such a manner as pre-determined by the Authorized User Representative, and when exiting the facility, the Contractor's personnel shall again report to the Authorized User's Representative. Such attendance and reporting shall be documented in a manner defined by the Authorized User.

Should it be required to remove Lift Equipment from service, the elevator mechanic shall coordinate the removal with the Authorized User Representative. The number(s) of Lift Equipment units removed from service at one time shall be pre-approved by the Authorized User Representative, and typically not more than one (1) Lift Equipment unit shall be removed from service at a time.

The time of day that each Lift Equipment unit can be shut down for routine maintenance shall be scheduled with the Authorized User Representative to minimize the disruption caused by the Lift Equipment being out of service. In instances where the performance of the service 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. If Lift Equipment designated as essential is out of service for a period exceeding sixty (60) minutes, the Authorized User Representative may designate alternate Lift Equipment as essential through notification of the Contractor, and this designation shall remain in effect until all Lift Equipment is placed back in service.

7.21 Overtime

The use of Overtime by the Contractor, **except as otherwise provided in Section 7.8**, must be pre-approved by the Authorized User Representative in order for the Contractor to be eligible for reimbursement for Overtime in accordance with this section. When pre-approval to use Overtime is granted and the service being performed is covered under either the *‘Monthly Maintenance Fee’* or *‘Fire Service Testing Fee’*, the Contractor shall pay its employees, at a minimum, the Overtime-hourly rate required by the NY State prevailing wage rate schedules and the Authorized User will separately reimburse Contractor for the difference between the regular Prevailing Wage rate and the overtime-hourly rate. When pre-approval to use Overtime is granted and the service being performed is covered under Major Corrective Maintenance, reimbursement will be made at the overtime-hourly rate required by the NY State prevailing wage rate schedules.

Except as otherwise provided in Section 7.8, should the Contractor work Overtime without pre-approval, no reimbursement will be made to the Contractor for the payment of Overtime prevailing wages.

7.22 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.

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 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 Major Corrective Maintenance, all pricing and associate terms and conditions established under the Centralized Contract shall apply.

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 work of the Task Oder, 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.

7.23 Materials and Equipment

The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on site in order to prevent downtime caused by the need to procure spare parts. The Contractor shall have and maintain on hand within the region, or adjacent County, a supply of spare parts sufficient for the preventative and corrective 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. At the Facility, the Authorized User shall provide sufficient metal storage cabinet space for spare parts and metal containers for the 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 Representative.

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.

All new parts shall have at least a one year warranty. All new equipment shall have either a one year warranty or the manufacturer’s warranty, whichever expires later. In the event a part or equipment needs replacement during the warranty period, the Contractor shall replace the part or equipment at no cost to the Authorized User.

All worn out, damaged and defective parts being replaced by the Contractor shall be presented to the Authorized User Representative for inspection prior to replacement. Authorized User retains right to keep all worn out, damaged and defective parts being replaced.

7.24 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 Representative 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.

7.25 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, **with the exception of those agreed to be provided as a pre-maintenance repair item,** shall be included in the Monthly Maintenance Fee.

7.26 Contractor Close-Out Inspection and Repair

The Authorized User may at its sole discretion elect, at least sixty (60) 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 Elevators covered under the Mini-bid Agreement. The Contractor shall coordinate and schedule the examination with the Authorized User’s Representative. It is the responsibility of the Authorized User’s Representative to determine if such an examination is warranted, and the Authorized User’s Representative is advised to contact an independent Qualified Elevator Inspector to assist with the examination.

The Authorized User’s Representative or designee, with the assistance of the Qualified Elevator Inspector, shall prepare an Existing Deficiency Report listing all deficiencies noted during the examination and the Contractor shall correct all deficiencies, with compensation made in accordance with either the provisions for Minor or Major Corrective Maintenance depending on the total cost of the repair, prior to the expiration of the Mini-bid Agreement.

7.27 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 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.

7.28 Pre-Maintenance Repairs

In response to a Mini-bid Project Definition, the Contractor shall submit a maximum, not to exceed proposal to make repairs to any deficiencies identified in the Mini-bid Project Definition which qualify as Major Corrective Maintenance. These Pre-Maintenance repairs will be completed and paid for in accordance with Sections 7.4 ‘*Corrective Maintenance*’ and 7.7.3 ‘*Labor and Material Markup Rates*’ using the provisions for Major Corrective Maintenance. All Pre-Maintenance repairs shall be completed in accordance with Section 7.12 ‘*Deliverables*’ unless otherwise stated in the Mini-bid Project Definition. Any deficiencies that qualify as Minor Corrective Maintenance shall be completed and included in the Monthly Maintenance Fee bid.

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

7.29 Reporting Requirements

The Contractor shall provide the following reports to either the Authorized User or OGS as detailed in the following sections. Failure to submit reports on a timely basis may result in Contract suspension and/or termination and designation of Contractor as non-responsible. The Contractor agrees that OGS reserves the right to amend the data elements collected in these reports. Such amendments shall not be substantive in nature and shall reflect information relevant to monitoring the expenditures under the Contract.

Monthly Reports

The Contractor shall submit to the Authorized User a monthly electronic report, within 5 (five) business days of the following month, for each Elevator serviced. The format of the monthly report and the specific information provided shall be pre-approved by the Authorized User and shall contain the following minimum information:

- The site location and Elevator identification number
- The date and time (in work hours) required to perform the work including arrival and departure times
- The type of work performed on the Elevator (preventative maintenance, corrective maintenance, repair, callback service, other)
- A description of the work performed on the Elevator
- A summary of the cost of the work
- In the case of callback service a description of the callback and corrective action taken
- A list of all materials used
- A list of all work scheduled to be performed, but that was not completed during the specified time frame.

Annual Reports

The Contractor shall submit to OGS Procurement Services an annual electronic report, within 30 days after the end of each calendar year. The format of the report and the specific information provided shall be pre-approved by OGS Procurement Services and shall contain the following information:

- A list of all active Mini-bid Agreements awarded under the Centralized Contract and Contracts with Authorized Users.
- A summary of the monthly invoices for each Mini-bid Agreement grouped by Lot number (Type of Elevator) and including the following information:
 - Invoice amounts for Monthly Maintenance Fees
 - Invoice amounts for Fire Service Testing Fees
 - Invoice amounts for Standby Mechanic labor
 - Invoice amounts for all major corrective maintenance labor
 - Invoice amounts for all major corrective maintenance materials
 - Invoice amounts for any other charges to the Authorized User

These annual reports shall be submitted to the current Contract Manager listed on the contract landing page on OGS Procurement Services’ website or as listed in the Contract Award Notification document.

MWBE Compliance Reports

The Contractor shall submit MWBE Compliance Reports to the State Agency Authorized User in accordance with Section 8.19 ‘Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority- And Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women’.

SECTION 8 TERMS AND CONDITIONS

8.1 Term of Contract

Term of Centralized Contract

A Centralized Contract shall commence effective upon mailing or electronic communication of approval by the OGS Procurement Services and shall be in effect for five (5) years from the date that OGS approves the first award as evidenced by its dated signature, and the awarded bid pricing will be in effect for one (1) year from the start date of the earliest contract award. Please note that if award dates are staggered due to the large number of lots and regions, all contracts will still end on the same date. Also, please refer to Section 8.20 *Price Adjustment* for price changes which will be allowed after the first year of the contract.

If mutually agreed between the OGS Procurement Services and the Contractor, the Centralized Contract may be renewed under the same terms and conditions for an additional period of one year.

Term of Mini-bid Agreement

Mini-bid Agreements awarded during the term of the Centralized Contract may have a total term of up to five years, including any extensions. Further, the end date of the Mini-bid Agreement 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.

8.2 Short 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 three (3) months upon notice to the Contractor with the same terms and conditions as the original contract including, but not limited to, quantities (prorated for such extension), prices, and delivery requirements. Any extension terminates upon Award of a replacement contract.

8.3 Appendix A

Appendix A, Standard Clauses For New York State Contracts, dated January 2014, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein

8.4 Appendix B

Appendix B, Office of General Services General Specifications, dated May 2015, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A.

8.4.1 Appendix B Amendments

Appendix B is hereby amended as follows:

- a. Section 5 (Late Bids Rejected) is hereby deleted and replaced with the following:

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 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.

- b. Section 6 (Extraneous Terms) is amended by adding the following sentence at the end of the first unnumbered paragraph:

All requests for extraneous terms or bid deviations shall be submitted during the inquiries period. Any extraneous terms submitted with the Bid shall not be considered part of the Bid or resulting Centralized Contract, and shall be disregarded.

- c. Paragraph b of Section 46 (Termination) is hereby deleted and replaced with the following:

For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon sixty (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.

By written notice, an Authorized User may terminate a Mini-bid Agreement at any time for convenience upon sixty (60) calendar days written notice or other specified time period of at least sixty 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 an Authorized User Mini-bid Agreement is terminated pursuant to this subdivision, the Authorized User shall remain liable for all completed and accepted services and deliverables but unpaid through the date of the termination. Contractor shall use due diligence and provide any outstanding services and deliverables for which payment is made.

- d. Section 60 (Indemnification) is hereby deleted and replaced with the following:

Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs 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 indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act, failure to act, gross negligence or willful misconduct of the Authorized Users.

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 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 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.

8.5 Appendix C

Appendix C, *Contract Modification Procedure*, attached hereto, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

8.6 Appendix D

Appendix D, *Mini-bid Project Definition Template*, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

8.7 Appendix E

Appendix E, *How to Use Instructions*, is hereby expressly made a part of this Solicitation as fully as if set forth at length herein.

8.8 Conflict of Terms and Conditions:

SOLICITATION: Conflict of Terms and Conditions. Conflicts among the documents in the Solicitation shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The Solicitation;
3. Appendix B, General Specifications; and
4. Other Appendices and attachments as deemed necessary.

CONTRACT: Conflict of Terms and Conditions. Conflicts among the documents shall be resolved in the following order of precedence:

1. Appendix A, Standard Clauses for New York State Contracts;
2. The base Contract (the portion of the document preceding the signature of the parties);
3. Appendix B, OGS General Specifications; and
4. Other Appendices and attachments as deemed necessary.

8.9 Insurance Requirements

The Contractor shall procure at its sole cost and expense and shall maintain in force at all times during the terms of the resultant contract(s) resulting from this Solicitation all policies of insurance pursuant to the requirements outlined in Attachment 05, *Insurance Requirements*.

Upon expiration of the Centralized Contract, the terms and conditions of this Section shall continue to apply to any replacement contracts entered into by the Contractor and Authorized User, any renewal of this Centralized Contract or any purchase orders issued by an Authorized User, unless those terms and conditions are amended pursuant to the written agreement of the Contractor and Authorized User. In the event that the terms and conditions are imposed through a purchase order, compliance shall be verified by the Authorized User.

8.10 Mercury-Added Consumer Products:

Contractor agrees that it will not sell or distribute fever thermometers containing mercury or any products containing elemental mercury for any purpose under this Contract.

8.11 State Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any designated authorized resellers who accept payment directly from the State, must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit Vendor Identification Number (Vendor ID) will be assigned to your company and Vendor IDs will be assigned to each of your authorized resellers (if any) for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage certain vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the Vendor File, list the ten-digit Vendor ID number on the first page of this Proposal document. Authorized resellers already registered should list the ten-digit Vendor ID number along with the authorized reseller information.

If the Bidder is not currently registered in the Vendor File, it must request assignment of a Vendor ID from OGS Procurement Services. Complete the OSC Substitute W-9 Form and submit it with your Proposal to OGS Procurement Services (http://www.osc.state.ny.us/vendors/forms/ac3237_fe.pdf). In addition, if authorized resellers are to be used that do not have Vendor ID's, an OSC Substitute W-9 form should be completed by each of the designated authorized resellers and submitted to OGS Procurement Services. **OGS Procurement Services will initiate the vendor registration process** for all Bidders recommended for Contract award and their authorized resellers. Once the process is initiated, registrants will receive an email identifying their unique ten-digit Vendor ID and instructions on how to enroll in the online Vendor Self-Service application. For more information on the Vendor File please visit the following website: http://www.osc.state.ny.us/vendor_management/.

8.12 Freedom of Information Law

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing on company letterhead, be signed, must describe the information for which the exemption is sought, must state the reasons why the exemption is being sought and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. See also Appendix B section 7.

8.13 Non-State Agencies Participation in Centralized Contracts

New York State political subdivisions and others authorized by New York State law may participate in 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 "Participation in Centralized Contracts" in Appendix B, OGS General Specifications. For purchase orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of Section III.10 Price 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. Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to OGS Procurement Services Customer Services at 518-474-6717.

8.14 Performance/Bid Bonds

There are no BONDS for this Contract. In accordance with Appendix B, §44 Performance/Bid Bond, the Commissioner of OGS has determined that no performance, payment or Bid bond, or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract shall be required at any time during the Term for resulting Contracts.

8.15 Summary of Policy and Prohibitions on Procurement Lobbying

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OGS and a Bidder during the procurement process. An Bidder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff, as of the date hereof, is identified on the first page of this solicitation. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

8.16 New York State Vendor Responsibility Questionnaire For-Profit Business Entity

- I. OGS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible and that the State will be relying upon the Bidder’s responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

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

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

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

- II. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of OGS or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of OGS or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OGS or her designee issues a written notice authorizing a resumption of performance under the Contract.

The Contractor agrees that if it is found by the State that the 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 or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of OGS or her designee to be non-responsible. In such event, the Commissioner of OGS or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

8.17 Periodic Recruitment

After all Centralized Contracts have been awarded as a result of this Solicitation, the State reserves the right to accept additional proposals at any time determined by the State to be in its best interest. These additional proposals shall be evaluated under the same terms and conditions as the original bids as outlined in Section 6 and the following:

- For the evaluation of the Administrative Proposal, the same process set forth in this Solicitation shall be followed;
- For the evaluation of the Technical Proposal, the same process set forth in this Solicitation shall be followed; and
- For the evaluation of the Cost Proposal, bids received under the subsequent Periodic Recruitments will be evaluated as follows:

Step 1: For each region and lot, the Bidder's proposed fees and markup percentages will be combined via the formula below to establish an estimated total monthly price.

Estimated Total Monthly Price = (MMF) + (FSTF) + (MCM)

Where:

MMF = Monthly Maintenance Fee

FSTF = Fire Service Testing Fee. If not included in lot, then FSTF is equated to zero.

MCM = Estimated Monthly Cost of Major Corrective Maintenance

= (Labor Costs) + (Material Costs)

= (H)/12 x [(1 + LMR/100) x ((PWR, Team) + (SB, Team))] + (M)/12 x (1 + MMR/100)

= (30 hours)/12 x [(1 + LMR/100) x ((PWR, Team) + (SB, Team))] + (\$3300)/12 x (1 + MMR/100)

Where:

H = The assumed number of hours of Major Corrective Maintenance for one elevator in one year = 30 hours

PWR, Team = The prevailing wage rate for a team of two mechanics (one journeyman and one helper)

LMR = Labor Markup Rate (%)

SB = Supplemental Benefit for a team of two mechanics (one journeyman and one helper)

M = The assumed material costs for Major Corrective Maintenance for one elevator in one year = \$3300

MMR = Materials Markup Rate (%)

Step 2: For each region and lot, the 'Bidder's Estimated Total Monthly Price' for each bid received under periodic recruitment will be averaged with the current Contractors' Estimated Total Monthly Price to create an "Average Estimated Monthly Price". For the purposes of this analysis the currently awarded Contractors' Estimated Total Monthly Price will be calculated using the above formula and the currently awarded MMF, FSTF, LMR and MMR rates for the applicable Lot and Region.

Step 3: Each Bidder's Total Estimated Monthly Price will be compared to the Average Estimated Monthly Price for the lot/region. If a Bidder's Estimated Total Monthly Price is greater than 150% of the Average Estimated Monthly Price, the bid will be considered a "Fail" and will not be evaluated further.

If the proposal is accepted, a Centralized Contracts shall be awarded and the Contractor shall be placed on the list of prequalified Contractors for the remaining term of the initial agreement.

These periodic recruitments are open to either new Contractors or Contractors who already hold a Centralized Contract and wish to bid on regions or services not awarded. No bids will be accepted from current Contractors who submit a bid for a currently awarded Lot and Region. An unsuccessful Bidder may submit a new bid under the Periodic Recruitment of Contractors, however the new proposal may not contain prices exceeding those previously proposed for the same regions or items unless the Bidder provides documented evidence that the prior amount(s) bid were erroneous or market fluctuations have necessitated increases as would be allowed in the Price Adjustment Clause section 8.20. Once the proposal is evaluated, contracts shall be awarded to all Contractors who are deemed qualified. After award, only those Contractors who hold a Contract from this Solicitation for a particular region and lot shall be allowed to bid specific Mini-bid Project Definitions for that region and lot.

8.18 New York State Tax Law §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 OGS certifying that the Contractor filed the ST-220-TD with DTF. Note: NYS DTF receives the completed Form ST-220-TD, not OGS. OGS ONLY receives the Form ST-220-CA. Form ST-220-CA must be filed with the bid and submitted to the procuring covered Agency certifying that the Contractor filed the ST-220-TD with DTF. 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.

Website links to the Contractor certification forms and instructions are provided below. Form ST-220-TD must be filed with and returned directly to DTF and can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be submitted to OGS. This form provides the required certification that the Contractor filed the ST-220-TD with DTF. This form can be found at http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Vendors may call DTF at 518-485-2889 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/>.

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

POLICY STATEMENT

The New York State Office of General Services ("OGS"), as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of OGS contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority- and women-owned business enterprises had a full and fair opportunity to participate in State contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority- and Women-Owned Business Enterprises: Evidence from New York” (the “Disparity Study”). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in State procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in State procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that OGS establish goals for maximum feasible participation of New York State certified minority- and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of a bid or proposal in response to this Solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it 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, shall undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to this Contract; or (ii) employment outside New York State.

Bidder further agrees to submit with the bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract. If awarded a contract, Contractor agrees to submit with each bid in response to a State Agency Authorized User Mini-Bid Project Definition, an Equal Employment Opportunity staffing plan on that State Agency Authorized User’s form and will also submit to such State Agency Authorized User a workforce utilization report, identifying the workforce actually utilized on the Contract if different from the information provided in the staffing plan. [At all times referenced in this document State Agency is as defined in Executive Law §310(11)] In addition, Contractor shall, upon request of a State Agency Authorized User provide monthly or quarterly workforce utilization reports.

Further, pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)

A. MWBE Contract Goals

For purposes of this procurement, OGS hereby establishes a goal of 5% for Minority-owned Business Enterprises (MBE) participation and 5% for Women-owned Business Enterprises (WBE) participation (collectively referred to as MWBE) for a total Contract MWBE goal of 10% for all State Agency Authorized User Mini-bids Agreements. These goals will be reflected in each State Agency Authorized User Mini-bid Project Definition and Contractor can meet these goals by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Mini-bids Agreements issued under this Contract. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528>.

The MWBE Regulations are located at 5 NYCRR § 140 - 145. Questions regarding compliance with MWBE participation goals relative to this Solicitation should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Businesses and Community Relations identified on the front page of the Solicitation. Questions regarding compliance with MWBE participation goals relative to a specific State Agency Authorized User Mini-bid Project Definition must be directed to that State Agency Authorized User's Designated Contacts.

A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of all State Agency Mini-bids Agreements (see clause D below). Contractor agrees that the State Agency Authorized User awarding a Mini-bid Agreement may withhold payment pending receipt of the required MWBE documentation.

B. By submitting a bid or proposal, Bidder/Contractor agrees to the following:

1. Breach of Contract and Liquidated Damages

In accordance with 5 NYCRR § 142.13, Bidder/Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a State Agency Authorized User Mini-bid Agreement, such finding may constitute a breach of the Mini-bid Agreement and the applicable State Agency Authorized User may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the Mini-bid Agreement MWBE goals and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Mini-bid Agreement or as otherwise identified in the State Agency Authorized User Mini-bid Agreement.

2. Utilization Plan

- a. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their proposal in response to this Solicitation and with each State Agency Authorized User Mini-bid Project Definition.
- b. The Utilization Plan submitted in response to this Solicitation shall list the MWBEs the Contractor intends to use throughout the life of the Centralized Contract and a general description of the Contract scope of work or supplies the Contractor intends the MWBE to provide to meet the goals on the State Agency Authorized User Mini-Bid Project definition. In addition, for each Mini-Bid Project Definition issued by a State Agency Authorized User, Contractor shall provide to the State Agency Authorized User a Utilization Plan listing the MWBEs the Contractor intends to use throughout the life of the Mini-bid Agreement, a general description of the Mini-bid scope of work or supplies the Contractor intends each MWBE to provide to meet the 10% MWBE goal on the Mini-bid Agreement, the estimated or, if known, actual dollar amounts to be paid to each MWBE, and performance dates of each component of the Mini-bid Agreement that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Bidder/Contractor acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS Certified MWBEs after a State Agency Authorized User Mini-bid Agreement is awarded and during the term of a State Agency Authorized User Mini-bid Agreement must be reported on a revised MWBE Utilization Plan and submitted to the applicable State Agency Authorized User.
- c. OGS will review the MWBE Utilization Plan submitted in response to this Solicitation and advise the Bidder of OGS' acceptance or issue a notice of deficiency within twenty (20) days of receipt. A State Agency Authorized User will review the MWBE Utilization Plan submitted with a Mini-bid and advise the Contractor of its acceptance or issue a notice of deficiency within twenty (20) days of receipt
- d. If a notice of deficiency is issued; Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS (or State Agency Authorized User on a Mini-bid Agreement) a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS or applicable State Agency Authorized User to be inadequate, OGS or the State Agency Authorized User on a Mini-bid Agreement will notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five (5) business days of notification, a request for a partial or total waiver of MWBE participation goals. For OGS, Bidder shall submit OGS Form BDC 333. For State Agency Mini-bid Project Definitions, Contractor shall submit that State Agency Authorized User's waiver form. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

3. OGS (and a State Agency User Authorized User on a Mini-bid Project Definition) may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:

- (a) If a Bidder fails to submit a MWBE Utilization Plan;
- (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- (c) If a Bidder fails to submit a request for waiver; or
- (d) If OGS/State Agency determines that the Bidder has failed to document good faith efforts.

C. Request for Waiver

1. In accordance with 5 NYCRR § 142.7, a Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause D below, may submit a request for a partial or total waiver to a State Agency Authorized User on that State Agency Authorized User's waiver form for Mini-bid Project Definitions, accompanied by supporting documentation, at the same time it submits its MWBE Utilization Plan in response to a Mini-bid Project Definition. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by the State Agency Authorized User at that time, the provisions of clauses B(2)(c) & (d) and C(3) will apply.

2. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its State Agency Authorized User Mini-bid MWBE Utilization Plan, during the performance of the State Agency Authorized User Mini-bid Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to State Agency Authorized User Mini-bid Agreement may be made at any time during the term of the State Agency Authorized User Mini-bid Agreement to the State Agency Authorized User (not OGS), but must be made no later than prior to the submission of a request for final payment on the State Agency Authorized User Mini-bid Agreement.

3. Prior to submission of a request for a partial or total waiver on this Solicitation, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office for Minority- and Women-Owned Businesses and Community Relations identified on the front page of the solicitation for guidance.

D. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, a Contractor must document their good faith efforts toward utilizing MWBEs on the Centralized Contract for all State Agency Authorized User Mini-bid Agreements. Evidence of required 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 and copies of such solicitations and any responses thereto.
- (2) A list of the certified MWBEs appearing in the Empire State Development 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.

E. Monthly MWBE Contractor Compliance Report

In accordance with 5 NYCRR § 142.10, a Contractor is required to report Monthly MWBE Contractor Compliance to the State Agency Authorized User awarding a Mini-bid Agreement to Contractor, during the term of the Mini-bid Agreement for the preceding month's activity, documenting progress made towards achievement of the Mini-bid Agreement MWBE goals. A State Agency Authorized User will advise Contractors in the Mini-bid Project Definition if they require the Contractor to use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs under the State Agency Authorized User Mini-bid Agreement, or require paper forms. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State. If a Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report to a State Agency Authorized User in hard copy or other electronic format approved by such State Agency Authorized User. Information about the use of the NYSCS will be provided to Contractor by the State Agency Authorized User awarding a Mini-bid Agreement.

Please Note: Failure to comply with the foregoing requirements may result in a State Agency Authorized User finding Contractor to be non-responsive to a Mini-bid Project Definition or non-responsible and/or in breach of a Mini-bid, Agreement leading to the withholding of funds, suspension or termination of the Mini-bid Agreement or such other actions or enforcement proceedings as allowed by the State Agency Authorized User Mini-bid Agreement.

ALL FORMS FOR THIS SOLICITATION ARE AVAILABLE AT: <http://www.ogs.ny.gov/MWBE/Forms.asp>.

A STATE AGENCY WILL PROVIDE THEIR FORMS AT THE TIME OF THE MINI-BID PROJECT DEFINITION ISSUANCE.

8.20 Price Adjustments

CPI Adjustments

On each annual anniversary date of OGS's approval of the first contract award for this Solicitation, the Contractor may request a rate change for the Centralized Contract '*Monthly Maintenance Fee*' and '*Fire Service Testing Fee*' based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers using the 'Services' commodity and service group as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. If a Contractor is delinquent with their Administrative Reporting, OGS Procurement Services will not approve a request for a Price Adjustment.

- The index is also available through the Internet at the Bureau of Labor Statistics web site at <http://stats.bls.gov/>. Go to "Subjects" > "Inflation and Prices Overview" > "Consumer Price Index" > "CPI Tables" and then refer to "Table Containing History of CPI-U U.S. All Items Indexes and Annual Percent Changes From 1913 to Present is now available in the CPI Detailed Report as Table 24".

Similarly, 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 Fee*' and '*Fire Service Testing Fee*' using the same methodology. Adjustments made to Centralized Contract will not impact pricing on an established Mini-bid Agreement. Such adjustments must be requested by the Contractor to the Authorized User and shall not exceed the prices authorized under the Centralized Contract.

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

To request a price adjustment, the Contractor shall submit a written and signed request, on company letterhead, to the OGS employee assigned to the Contract within 90 days of the applicable anniversary date. Upon receipt of the request, OGS will calculate the CPI adjustment and make the appropriate changes to the contract pricing.

The Contractor is solely responsible for notifying OGS Procurement Services that the Contractor wishes to receive the CPI rate change. Should the Contractor fail to make a request to OGS Procurement Services or the Authorized User 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 or Authorized User shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

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 anniversary date and subtract the CPI value for the 3rd month prior to the previous anniversary date (15 months prior to the current anniversary date) [e.g.: If OGS approved the first contract award in December, take the September CPI value of the current year and subtract the September CPI value of the previous year]. That sum 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 2004 anniversary calculation:

CPI FOR CURRENT PERIOD (JANUARY 2004)	185.2
LESS CPI FOR PREVIOUS PERIOD (JANUARY 2003)	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	1.9%

8.21 NYS Department of Labor Prevailing Wage Rates

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

Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. The applicable Prevailing Wage Rate Schedule for this project is **PRC # 2014008985 Elevator Constructor**

For access to the Department of Labor (DOL) Prevailing Wage Schedule, use the following link:

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1092219>

For Prevailing Wage Updates, use the following DOL link:

<http://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

Links to schedule updates appear in the table at the bottom of the web page.

IMPORTANT NOTE: The above PRC number MUST be noted on all purchase orders issued for purchases from this contract.

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 and rejection of bid.

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

8.22 Appendix C, Centralized Contract Modification Process

- A. OGS, an Authorized User, or the Contractor may suggest modifications to the Centralized Contract or its Appendices. Except as specifically provided herein, modifications to the terms and conditions set forth herein may only be made with mutual written agreement of the Parties. Modifications may take the form of an update or an amendment. “Updates” are changes that do not require a change to the established Centralized Contract terms and conditions. A request to add new products at the same or better price level is an example of an update. “Amendments” are any changes that are not specifically covered by the terms and conditions of the Centralized Contract, but inclusion is found to be in the best interest of the State. A request to change a contractual term and condition is an example of an amendment.
- B. Updates to the Centralized Contract and the Appendices may be made in accordance with the contractual terms and conditions to incorporate new products or services, make price level revisions, delete products or services, or to make such other updates to the established Centralized Contract terms and conditions, not resulting in a change to such terms and conditions, which are deemed to be in the best interest of the State.
- C. OGS reserves the right to consider modifications which are not specifically covered by the terms of the Centralized Contract, but are judged to be in the best interest of the State. Such modifications are deemed amendments to the Centralized Contract and may require negotiations between Contractor and OGS before execution.
- D. All modifications proposed by Contractor, shall be processed in accordance with Appendix C, Contract Modification Procedure. The Contractor shall submit all requests in the form and format contained in Appendix C, Contract Modification Procedure. The form contained within Appendix C is subject to change at the sole discretion of OGS.
- E. Modifications proposed by OGS or an Authorized User, including updates and amendments, shall be processed in accordance with the terms of the Centralized Contract and Appendix B, §27.

8.23 Overlapping Contract Items

Products/services available in the resulting 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.