



**Office of General Services
Procurement Services**

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | customer.services@ogs.ny.gov | 518-474-6717

Solicitation (Reissued February 24, 2023)

BID OPENING DATE: March 14, 2023 TIME: 11:00 A.M. EST INVITATION FOR BIDS NUMBER: 23271	TITLE: Group 71004 – Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services (Statewide) Classification Codes: 72
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CONTRACT PERIOD: Five years with renewal options for up to five (5) additional years

DESIGNATED CONTACTS: In accordance with the Procurement Lobbying Law [State Finance Law § 139-j(2)(a)], the following individuals are the Designated Contacts for this Solicitation. All questions relating to this Solicitation must be addressed to the Designated Contacts.

Email Address: OGS.sm.PS_ElevatorLiftEquipment@ogs.ny.gov

William Edson Contract Management Specialist Telephone No. (518) 473-9746	Tyler Ahlborn Team Leader Telephone No. (518) 486-6820	Terri L. Allen Contract Management Specialist Telephone No. (518) 474-7795
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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>
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Legal Business Name of Company Bidding:

D/B/A – Doing Business As (if applicable):

Street	City	State	County	Zip Code
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E-mail Address:	Company Web Site:
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If applicable, place an "x" in the appropriate box(es) *(check all that apply)*

<input type="checkbox"/> NYS Small Business # Employees	<input type="checkbox"/> Service Disabled Veteran Owned Business	<input type="checkbox"/> NYS Minority Owned Business	<input type="checkbox"/> NYS Women Owned Business
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WE SUBMITTED A BID FOR SOLICITATION 23271 ON OR BEFORE FEBRUARY 15, 2023 AND CONSENT FOR OGS TO UTILIZE THE BID DOCUMENTS PREVIOUSLY SUBMITTED FOR EVALUATION IN RESPONSE TO SOLICITATION #23271 (REISSUED FEBRUARY 24, 2023).

If you are not bidding, place an "x" in the box and return this page only.

WE ARE NOT BIDDING AT THIS TIME BECAUSE:

FOR PROCUREMENT SERVICES USE ONLY

LITERATURE <input type="checkbox"/>	LETTER <input type="checkbox"/>	USB FLASH DRIVE <input type="checkbox"/>	# of Binders/Packages: _____
PURC. MEMO <input type="checkbox"/>	OTHER <input type="checkbox"/>	_____	Documented by: _____

Bidder Certification and Affirmation

Bidder certifies and affirms as follows:

1. This Bid is an irrevocable offer for 60 days from the date of submission to the New York State (“NYS”) Office of General Services (“OGS”), or for such longer period as is set forth in the Solicitation.
2. The Bidder can and will provide and make available, at a minimum, the Products, deliverables and/or services as described in the Invitation for Bids.
3. The Bidder has read and understands the provisions of the Invitation for Bids, and all appendices, attachments, and exhibits attached thereto, including Appendix A (Standard Clauses for New York State Contracts) and Appendix B (General Specifications).
4. The information contained in this Bid is complete, true, and accurate.
5. The Bidder understands and agrees to comply with the requirements of the Procurement Lobbying Law, State Finance Law § 139-j and § 139-k, and with OGS’s procedures relating to permissible contacts during a procurement as required by State Finance Law § 139-j(3) and § 139-j(6)(b). Such requirements and procedures are posted at <https://ogs.ny.gov/acpl>.

The signer affirms under penalties of perjury that he or she is duly authorized to legally bind the Bidder referenced above and that he or she signed this Bidder Certification as the legally binding act of the Bidder.

Print Full Bidder Entity Name

By: _____
Signature of Person Authorized to Legally Bind the Bidder

Print Name of Signatory

Print Title of Signatory

Date

RETURN THIS PAGE AS PART OF BID

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- Appendix B – General Specifications (April 2016)
- Appendix C – Federal Funding Agency Mandatory Terms and Conditions
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- Appendix E – Preventive Maintenance Specifications for Traction Elevators (Revised February 3, 2023)
- Appendix F – Preventive Maintenance Specifications for Escalators
- Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment (Revised February 3, 2023)
- Appendix H – Mini-Bid Project Definition Template (Revised February 3, 2023)
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1. INTRODUCTION

1.1 Overview

This Solicitation is issued by the New York State (“NYS”) Office of General Services (“OGS”), Procurement Services for Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services (Statewide) as specified herein for all Authorized Users eligible to purchase through this Solicitation.

The intent of this non-competitive Solicitation is to establish multiple centralized regional Contracts for Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services in various Regions across the State by requesting Bids from vendors. Two different types of maintenance plans shall be offered by all Contractors for the different types of Lift Equipment:

1. Basic Maintenance
2. Full-Service Warranty Maintenance

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

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

A Bidder shall offer 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. Bidders shall offer maximum not-to-exceed Monthly Maintenance Rates for each type of Lift Equipment within a Region for each type of maintenance plan. Also, Bidders shall offer maximum not-to-exceed Fireman’s Recall Test Fees and for the payment of Time and Material Repairs, the Bidder shall provide the State with maximum not-to-exceed hourly labor rates for Elevator Mechanics and Elevator Apprentices that are inclusive of the Prevailing Wage Rate and Supplemental Benefits and a materials percent markup to be charged to an Authorized User for material costs for such Repairs. These Centralized Contract Rates shall be included in the Bid proposal on an evaluated basis as specified herein. Bidders are encouraged to select sufficiently high Centralized Contract Rates that will allow them to sustain operations. Should Time and Material Repairs be needed, the Authorized User has the option to accomplish such Repairs under the resulting Mini-Bid Agreement or through another qualified service provider under a separate specification quote or contract outside of the Centralized Contract.

Contract awards will be made to all responsive and responsible Bidders by Region who meet minimum qualifications specified in Section 2, *Bidder Qualifications*, and offer reasonable prices as determined by OGS. Those vendors awarded a Contract shall then be prequalified to competitively bid on specific projects that shall be let

by Authorized Users at a later date through the use of a Mini-Bid Project Definition process. Authorized Users shall award a Mini-Bid Agreement to a single Contractor from a Mini-Bid Project Definition.

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

This Solicitation outlines the terms and conditions and all applicable information required for submitting a Bid. Bidders should pay strict attention to the Bid submission date and time to prevent disqualification. Bidders are strongly encouraged to read the language of this Solicitation thoroughly and to precisely follow the instructions included in the Solicitation and all attachments.

This Solicitation and any Contracts resulting from it are subject to the Prevailing Wage Rate provisions of New York State Labor Law. For bidding purposes, the applicable Prevailing Wage Rate Schedule for this Solicitation is **PRC #2022011627**. A copy of the prevailing wage schedules that apply to this Contract is available at: <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1539851>. Bidders are reminded that the rates provided in response to this Solicitation are maximum not-to-exceed rates. The actual bill rates for each Authorized User engagement will be established in response to a particular Authorized User's Mini-Bid Project Definition and based upon the PRC # obtained by each requesting Authorized User.

1.2 Scope

Lift Equipment Services will be provided for the following Regions:

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

Bidders may provide a Bid for any or all Regions it is qualified to service in accordance with Section 2, *Bidder Qualifications*. Failure to provide pricing on all items for a Region may result in disqualification of the Bidder's bid for that Region.

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

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

1. Refinishing of the elevator car interior walls, replacement of bulletin board glass, elevator car interior ceiling, elevator car floor covering, car door panels, escalator balustrades, trim and moldings;

2. Lighting ballasts and fixtures in the elevator equipment room, except for the replacement of lamps or bulbs which is included;
3. Hoistway enclosure walls, hoistway door frames and hoistway sills;
4. Telephone company lines from the interface with the elevator with the exception of elevator telephone or intercommunication systems located within the elevator shaft which are included;
5. Main line power and cab lighting disconnect switches or circuit breakers;
6. Replacement of broken cab handrails;
7. Emergency power plants and associated transfer switches;
8. Machine room cooling and heating equipment;
9. Replacement of sump pump;
10. Replacement of smoke/heat detectors and fire alarm system components;
11. Hydraulic cylinders, plungers, and piping which are buried and are not maintainable; and
12. Upgrading equipment to meet changes in Code requirements as may be recommended or directed by Qualified Elevator Inspectors (QEI), insurance companies, Federal, State, Municipal, or other government authorities. The Contractor shall report changes in Code requirements to the Authorized User.

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

1.3 Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed and the State provides no guarantee of individual Authorized User participation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Solicitation, based on historical purchases under previous awards, is approximately \$10,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner. See Appendix B, Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

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

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

- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

1.4 Key Events/Dates

EVENT	DATE	TIME
Solicitation Reissue	February 24, 2023	N/A
Registration Deadline for Pre-Bid Conference	January 10, 2023	5:00 PM ET
Pre-Bid Conference	January 12, 2023	10:00 AM ET
Deadline for Submission of Intent to Bid	January 20, 2023	5:00 PM ET
Closing Date for Bidder Questions	January 20, 2023	5:00 PM ET
OGS Procurement Services' Responses to Bidder Questions	February 3, 2023 (tentative)	N/A
Bid Opening / Due date for Bids	March 14, 2023	11:00 AM ET
Contract Approval Date / Award Publish Date	Upon OSC Approval	N/A

1.5 Intent To Bid

~~A Bidder is requested to indicate its intent to bid by sending an e-mail titled "INTENT TO BID-[BIDDER NAME]" to OGS.sm.PS_ElevatorLiftEquipment@ogs.ny.gov on or before the date and time indicated in the Key Events/Dates section. The e-mail should include the Bidder's company name, contact name, and contact information, and the Region(s) intending to bid. The intent to bid is discretionary.~~

1.6 Pre-Bid Conference

~~A Pre-Bid Conference via webinar will be held at the time and date indicated in Key Events/Dates. Attendance at the Pre-Bid Conference is not mandatory, but it is recommended that all prospective Bidders attend the Pre-Bid Conference. A Bidder should register for the Pre-Bid Conference by sending an email to OGS.sm.PS_ElevatorLiftEquipment@ogs.ny.gov before the "Pre-Bid Conference" date indicated in Key Events/Dates. The email should indicate the Bidder's legal business name, which Region(s) the Bidder intends to bid (if known), and the name and title of Pre-Bid Conference attendees.~~

~~Details about the webinar will be provided to registered attendees prior to the Pre-Bid Conference. If technological issues arise during the Pre-Bid Conference, participants shall immediately email or call the agency contact. If the technological issues are attributable to the State and cannot be immediately resolved, the Pre-Bid Conference will be re-scheduled.~~

~~The purpose of the Pre-Bid Conference is to review Bid submission procedures and to discuss Bidder questions related to the Solicitation. Questions will be permitted and may be answered verbally at the Pre-Bid Conference. However, answers may be deferred and included in the written and official OGS response to Bidder questions, which will include answers to all submitted questions, and will be posted on the OGS website in accordance with the Bidder Questions section. Answers given at the Pre-Bid Conference are unofficial and not binding.~~

1.7 Bidder Questions

~~All questions regarding this Solicitation should be submitted using Attachment 7—*Bidder Questions Form*, citing the applicable Solicitation document name and document section. The completed form must be emailed to OGS.sm.PS_ElevatorLiftEquipment@ogs.ny.gov by the date and time indicated in the Key Events/Dates section. Questions submitted after the deadline indicated may not be answered. A Bidder is strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all prospective Bidders in the form of a question and answer document which will be posted to the OGS website and will not identify the Bidder asking the question. Notification of this posting will be advertised in the NYS Contract Reporter ("NYSCR"). Your company must select the "opt-in" option within the Contract Reporter ad to receive notification updates of this Solicitation.~~

~~If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. See Bid Deviations for additional information.~~

1.8 MWBE & SDVOB Interest in Partnering with Bidders

~~If a New York State certified MWBE or SDVOB would like to indicate its interest in working with participating Bidders, please send an e-mail entitled “Solicitation 23271 MWBE or SDVOB INTEREST_COMPANY NAME” to OGS.sm.PS_ElevatorLiftEquipment@ogs.ny.gov on or before January 20, 2023. The e-mail content should include:~~

- ~~1. Company Name~~
- ~~2. Contact Name and Contact Information such as Phone Number, Mailing Address and E-Mail Address~~
- ~~3. Brief description of the company and the products and/or services that the company offers that are related to this Solicitation (for example “Company ABC manufactures pencils”)~~
- ~~4. The NYS Certification Type (Minority and/or Women Owned or SDVOB).~~
- ~~5. Include what locations in NYS the company provides services in.~~

~~A list of the NYS certified MWBE and SDVOB 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.~~

1.9 NYS Contract Reporter

Bidders 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 “bookmark the ad” on the upper right-hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select “send me notification updates” option listed to the right of the 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.

1.10 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. A Bidder is restricted from making contacts from the earliest posting, on a governmental entity’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter 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, are 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 State Finance Law §139-j and §139-k. 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 for four years. Further information about these requirements can be found on the OGS website at: <https://ogs.ny.gov/acpl/>

1.11 Definitions

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

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

“**Bid Deviation**” shall refer to any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification, or requirement of the Solicitation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“**Replacement**” as per ASME A17.7 shall mean the substitution of a device or component and/or subsystems in its entirety, with a unit that is basically the same as the original for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer’s specifications.

“**Replacement Services**” shall mean the substitution of a device or component and/or subsystems in its entirety, with a unit that is basically the same as the original for the purpose of ensuring performance in accordance with applicable Code requirements and the manufacturer’s specifications, necessary to keep the Lift Equipment operational.

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

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

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

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

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

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

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

1.12 Appendices and Attachments

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

Appendix A – Standard Clauses for NYS Contracts (October 2019)

Appendix B – General Specifications (April 2016)

Appendix C – Federal Funding Agency Mandatory Terms and Conditions

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators (Revised February 3, 2023)

Appendix E – Preventive Maintenance Specifications for Traction Elevators (Revised February 3, 2023)

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment (Revised February 3, 2023)

Appendix H – Mini-Bid Project Definition Template (Revised February 3, 2023)

Appendix I – Time and Material (T&M) Proposal Form

Attachment 1 – *Pricing*

Attachment 2 – *NYS Required Certifications*

Attachment 3 – *Encouraging Use of NYS Businesses*

Attachment 4 – *Insurance Requirements*

Attachment 5 – *Bidder Information Questionnaire*

Attachment 6 – *Bidder Submission Checklist*

~~Attachment 7 – *Bidder Questions Form*~~

Attachment 8 – *Report of Contract Usage*

Attachment 9 – *Certification Under Executive Order No.16*

Attachment 10 – *Minimum Qualifications Account References* (Revised February 24, 2023)

1.13 Conflict of Terms

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

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

1.14 NYS Comptroller Approval

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

2. BIDDER QUALIFICATIONS

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

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

1. The Bidder shall provide evidence that it has maintained an organization capable of performing the work herein described, in continuous operation for a minimum of three (3) years prior to the Bid opening date. If this is not proven through the submission of a Dun & Bradstreet Business Information Report, then Bidder shall provide alternative evidence to the satisfaction of Procurement Services that it meets this requirement; and
2. The Bidder shall hold an active New York State Elevator Contractor License issued by the New York State Department of Labor at the time of the Bid Opening (<https://dol.ny.gov/elevator-licensing-information>). The license shall be in the name of the Bidder; and
3. The Bidder shall 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:
 - a. Bidder shall have a Service Facility located in the region being bid on. Bidder must provide the address of its Service Facility in Attachment 5 - *Bidder Information Questionnaire*; or
 - b. Bidder shall have a Service Facility in a county physically 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 5 - *Bidder Information Questionnaire*; or
 - c. If Bidder does not have a Service Facility located either in the Region being bid on or in a county physically adjacent to the Region being bid on, Bidder shall indicate this in Attachment 5 - *Bidder Information Questionnaire* 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.
4. ~~For each Region being bid on,~~ The Bidder must demonstrate through a maximum of ten (10) account references submitted on Attachment 10 - *Minimum Qualifications Account References (Revised February 24, 2023)* that it currently has Preventive Maintenance and Repair/replacement 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:
 - Traction Elevators – No less than 10 geared or gearless traction elevators
 - Hydraulic Elevators – No less than 10 hydraulic elevators
 - Escalators – No less than 3 escalators
 - Miscellaneous Lift Equipment – No less than either 10 traction elevators, 10 hydraulic elevators or 10 pieces of Miscellaneous Lift Equipment.

Note: If Bidder is relying on operations of a parent company, subsidiary, predecessor entity, or other entity for purposes of satisfying any of the minimum qualifications, Bidder is required to provide a full explanation describing such relationship and how it satisfies this requirement. OGS will determine whether such other entity experience satisfies this requirement and reserves the right to ask for additional information or require a contract performance guarantee and/or other assurances from such other entity(ies) or the Bidder.

3. SPECIFICATIONS

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

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

3.1 General Requirements

All work shall be done in accordance with the requirements of these specifications and the latest adopted editions of ASME A17.1, Safety Code for Elevators and Escalators, A17.2 Inspectors Guide for Elevator and Escalators and A17.3 Safety Code for Existing Elevators and Escalators (including supplements) hereinafter referred to as ASME A17; and A18.1-Safety Standard for Platform Lifts and Stairway Chairlifts. The safety practice and procedures in the “Elevator Industry Field Employees Safety Handbook” shall also be followed when performing maintenance and Repairs.

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

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

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

3.2 Maintenance Plans

Two different types of maintenance plans shall be offered in every Region bid by all Contractors:

1. Basic Maintenance
2. Full-Service Warranty Maintenance

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

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

3.3 Basic Maintenance

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

3.4 Full-Service Warranty Maintenance

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

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

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

3.5 Pre-Maintenance Repairs

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

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

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

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

3.6 Preventive Maintenance

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

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators (Revised February 3, 2023)

Appendix E – Preventive Maintenance Specifications for Traction Elevators (Revised February 3, 2023)

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment (Revised February 3, 2023)

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

2. The maintenance tasks are to be completed without affecting the function and operation of the Authorized User. The scheduling of all maintenance and Repair tasks are to be pre-approved by the Authorized User. The Contractor shall contact the Authorized User at least 72 hours prior to the commencement of any scheduled maintenance work as a reminder.
3. The Contractor's not-to-exceed Monthly Maintenance Rate (Section 6.4.1, *Monthly Maintenance Rate*) established as a result of this Solicitation shall include the cost of all labor, overhead, materials and supplies to meet the Preventive Maintenance requirements including, but not necessarily limited to, the Preventive Maintenance requirements contained in the manufacturer's specifications, ASME A.17 and ASME A.18.1. It shall also include all ASME required Elevator testing and inspections and all administrative and reporting requirements.
4. Preventive Maintenance Checklist(s) shall be provided to the Contractor by the Authorized User after Contract award. Authorized Users have the option of using the Preventive Maintenance Checklists contained in the appendices below, issuing their own version, or accepting the Contractor's version of the checklist so long as it matches the Preventive Maintenance tasks assigned.

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators (Revised February 3, 2023)

Appendix E – Preventive Maintenance Specifications for Traction Elevators (Revised February 3, 2023)

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment (Revised February 3, 2023)

5. Contractor shall submit a completed Preventive Maintenance Checklist, in a format (i.e., digital, original paper, etc.) acceptable to the Authorized User, for the type of service (i.e., monthly maintenance, quarterly maintenance, semi-annual maintenance, or annual maintenance), and equipment that was serviced, at the end of each visit to the Authorized User representative, or their assigned designee, for review and signature prior to leaving the site. The checklists must be given to the Authorized User at the time of service/inspection, or other time at the discretion of the Authorized User, in order to invoice for the Monthly Maintenance Rate for the Lift Equipment being serviced. Should both the Authorized User representative and designee be unavailable prior to leaving the site, the Contractor shall submit the Preventive Maintenance Checklists via e-mail to the Authorized User representative, or his assigned designee, within 24 hours of leaving the site. The Elevator Mechanic must initial the Preventive Maintenance Checklist when each maintenance task is successfully completed for the equipment covered in the Preventive Maintenance service. If a specific piece of equipment was not serviced, or a task is not applicable to a specific piece of equipment, include on the checklist a written notation explaining the reason for non-service. The Authorized User assumes that any equipment listed in the checklist that is not initialed by the Elevator Mechanic, was not performed. The Contractor is required to provide written documentation describing why any task was not successfully performed. Successful completion and documentation, or written documentation justifying non-performance, for all tasks is required before invoices for Monthly Maintenance Rates will be paid (see Section 6.9, *Invoicing and Payment*).

6. Should the Contractor fail to perform the required maintenance tasks at the specified frequencies outlined in the Preventive Maintenance specifications appendices or if amended by the Authorized User in the Mini-Bid Agreement, the Authorized User reserves the right to make a deduction from the Contractor's monthly invoice per the schedule referenced in Section 6.11, *Liquidated Damages*.
7. In the event the Authorized User fully or partially suspends a Mini-Bid Agreement in accordance with Appendix B, Section 42, Suspension of Work, the Contractor shall not be responsible for Preventive Maintenance during the suspension period. Following the suspension, Contractor shall resume providing Preventive Maintenance pursuant to the Mini-Bid Agreement. The Contractor is not responsible to perform any Preventive Maintenance that would have been due during the suspension period.

3.7 Fireman's Recall Test

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

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

1. Phase 1- EMERGENCY RECALL OPERATION:
 - a. Initiate by inserting key in key switch at lobby or designated level. Turn key to "ON" position. Wait for all elevators to return to that floor and their doors to fully open. If test is for Phase I only, turn key to "OFF" position and remove.
2. Phase 2 - EMERGENCY IN CAR OPERATION:
 - a. Remove key from designated level key switch while still in the "ON" position. Push next floors car button. Push "Door Close" button and hold until doors are fully closed. When car stops at next floor, push "Door Open" button and hold until doors are fully opened. Return key to "OFF" position. Remove key, repeat for next elevator.
3. CLEAR: To clear Fireman's Recall Test, insert key into designated level key switch. Turn to "OFF" position and remove key.
4. Contractors are required to complete the Fireman's Recall Test checklist and submit it to the Authorized User after the completion of the test.

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

3.8 Time and Material ("T&M")

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

1. The Contractor will develop and submit a "Not to Exceed" cost for Repair, including labor and material. The use of a Subcontractor to complete Repairs for specialty work is acceptable and may be invoiced at the Contract labor rates in the Authorized User's Mini-Bid Project Definition or may be included in the material cost section subject to the material allowance in the Mini-Bid Agreement. Please note that if subcontractors are to be used, the requirements of Section 3.19, *Subcontracting of Work*, shall be met. Subcontractor costs

under the material cost section must include a detailed breakdown of labor hours, labor rate (subject to prevailing wage requirements), and material costs. The Authorized User also maintains the right to request a T&M Proposal for Repairs and/or material during the term of the contract without penalty or charge. The Contractor may contact the Authorized User to discuss the Repair before submitting the T&M Proposal; however, the Contractor shall provide written justification if a “Not to Exceed” quote is not provided within two (2) business days. If the Authorized User approves the T&M Proposal, the Contractor will be given written notification of the approved T&M Proposal, in a format to be determined by the Authorized User, to proceed with the work.

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

2. Any incurred cost over the approved “Not to Exceed” amount will not be paid.
3. If the Repair is of an urgent nature (if the failure of the equipment will impact safety or comfort or will consequently cause extensive or expensive damage or loss to other equipment and/or furnishings), the Contractor is to notify the Authorized User representative immediately. If necessary, the Authorized User will direct the Contractor to perform tasks on an emergency basis. Subsequent to the emergency service (including Callback Service as applicable), the Contractor shall develop and submit, on the completed T&M Proposal Form, a description of the emergency work performed with actual hours and material charged to the emergency work. All backup documentation described in Section 6.9, *Invoicing and Payment*, is required to be submitted with the emergency T&M for payment. The invoice for T&M work shall include documentation providing:
 - a. The signed T&M Proposal Form;
 - b. An explanation and justification of the Repair tasks;
 - c. The actual labor hours and Mini-Bid Agreement hourly labor rate, including Repair service tickets;
 - d. The actual material cost and Mini-Bid Agreement material markup, including material receipts from suppliers;
 - e. The Authorized User’s sign-in/out log (or other document as agreed to by the Authorized User), indicating time On-site applicable to the T&M project; and
 - f. Itemized invoices from subcontractors (as applicable).
4. Repair any and all damage caused by Contractor to the Authorized User’s buildings or property at the expense of the Contractor, to the full satisfaction of the Authorized User.
5. At the Authorized User’s request, the Contractor shall provide training in elevator operation as required under the T&M allowance. This training shall include emergency lowering of the elevators, routine inspection requirements, starting and operating procedures, response to alarms, and problem diagnostics (controls/mechanical). Training is to be provided on a T&M basis either on or off-site as agreed to by Authorized User. The training shall be invoiced at the Elevator Mechanic Straight Time hourly labor rate from the Authorized User’s Mini-Bid Project Definition.
6. At the Authorized User’s request, the Contractor shall submit a T&M Proposal to assist in any Lift Equipment related building/system shutdowns or maintenance.

3.9 Time and Material (“T&M”) for Fire Alarm and/or Security System Installation

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

1. As required, and directed by the Authorized User, the Contractor shall coordinate with the Authorized User’s fire alarm and/or security system vendor during the installation of a new fire alarm and/or security systems at

the Authorized User's premises. The Contractor shall perform the following under the Time and Material provision of the Contract:

2. The following tasks are required to be performed at the elevator machine rooms, elevator pits, elevator shafts, and elevator cabs:
 - a. Elevator Contractor to provide access to pit, and top of shaft, for demo and/or installation.
 - b. Elevator Contractor to provide Elevator Mechanic to swing over primary recall to new system control relay.
 - c. Elevator Contractor to provide Elevator Mechanic to swing over alternate recall to new system control relay.
 - d. Elevator Contractor to provide Elevator Mechanic to swing over shunt relay to new system control relay system control relay.
 - e. Elevator Contractor to provide Elevator Mechanic to swing over shunt status to new system control relay.
 - f. Elevator Contractor to provide Elevator Mechanic to swing over alleviator room smoke relay to new system control relay.
Note: The existing fire alarm system may not currently provide a connection to the elevator controller for elevator machine room smoke. In addition, the existing elevator shunt controller may not provide a status to the existing system for shunt status.
3. Elevator Contractor to provide Elevator Mechanic to swing over existing phone jack in cab, and at elevator controller, in order to connect to new system.
4. Elevator Contractor to provide Elevator Mechanic to swing over existing speaker in cab, and at elevator controller, in order to connect to new system. **Note:** Speaker may not currently exist inside elevator cars. In that case, a new dedicated feed will need to be provided by the elevator Contractor inside existing travel cable.

3.10 Callback Service

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

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

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

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

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

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

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

3.11 Lift Equipment Parts and Materials

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

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators (Revised February 3, 2023)

Appendix E – Preventive Maintenance Specifications for Traction Elevators (Revised February 3, 2023)

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment (Revised February 3, 2023)

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

2. At the Authorized User's location, the Authorized User shall provide sufficient metal storage cabinet space for spare parts and metal containers for the temporary storage of waste and other flammable materials. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Authorized User.
3. The Contractor shall not remove operating components from active Lift Equipment for the installation in non-functioning Lift Equipment for the purpose of Troubleshooting, unless pre-approved by the Authorized User.
4. All parts, materials, components, and equipment provided by the Contractor shall be new and of the same brand name and manufacturer, or an Authorized User pre-approved equivalent replacement part. These parts, materials, components, and equipment shall be fully warranted (replacement material and replacement labor) by the Contractor to be free of defects (manufacturing and workmanship) for the term of the Mini-Bid Agreement. Any parts, materials, components, and equipment provided by the Contractor during the final one-year contract period shall be fully warranted for a one-year period from the date of installation. **The Contractor is to provide the Authorized User with a list of all parts, including part numbers, that are replaced during the Preventive Maintenance Service. This list should be included in the maintenance checklists record of service.**
5. The Contractor shall provide all replacement parts and equipment of every description. A replacement part is an individual piece of the equipment; equipment is made up of several parts. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the Elevator industry as equal or better. In any instance where replacement parts specified by the original equipment manufacturer or after-market parts of equal or better quality are no longer available, an "equal" item may be

acceptable, provided advance written approval of the item is obtained from the Authorized User. If no such “equal” item can be found, the Contractor shall refer to Section 3.14, *Component Obsolescence*.

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

3.12 Safety Inspections and Tests (Excluding Fireman’s Recall Test)

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

Appendix D – Preventive Maintenance Specifications for Hydraulic Elevators (Revised February 3, 2023)

Appendix E – Preventive Maintenance Specifications for Traction Elevators (Revised February 3, 2023)

Appendix F – Preventive Maintenance Specifications for Escalators

Appendix G – Preventive Maintenance Specifications for Miscellaneous Lift Equipment (Revised February 3, 2023)

3. As required by ASME A17 and ASME A18, all Lift Equipment shall be appropriately tested by the Contractor annually, and additionally all traction and roped hydraulic elevators shall be tested every five (5) years. These tests shall be conducted in the presence of a Qualified Independent Elevator Inspector (QEI) that is selected and paid for by the Authorized User. The Contractor shall provide any needed equipment to perform the pretest examinations and tests at no additional cost to the Authorized User. The Contractor shall provide all necessary weights and testing equipment, an adequate quantity of qualified journeyman Elevator Mechanics familiar with the equipment to perform tests and assist the QEI. The Contractor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1 and A18.1. The Contractor shall furnish test and condition reports after each test using the checklists for inspection of elevators and escalators. After tests have been performed, all load weighing devices, etc. shall be checked and adjusted as required to meet manufacturer’s recommendations. ***Cars shall not be placed in service until all tests, checks and adjustments are completed and the elevators are in proper working condition.*** The Contractor will not be held responsible for any damage to the building and equipment caused by these tests unless such damage is a result of negligence by the Contractor. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor. The Contractor shall furnish and install, at no additional cost to the Authorized User, any missing code data plates as required by ASME A17.1. If necessary, the Authorized User will assist the Contractor in obtaining the data for the replacement code data plates. If during the inspection/testing of a particular Lift Equipment, such Lift Equipment fails, Contractor shall continue the inspection/testing procedure with other Lift Equipment at the Authorized User’s discretion so as not to delay the overall inspection/testing process. Contractor shall provide a separate crew to Repair deficiencies.
4. The Authorized User shall schedule the inspections and tests based on the date the last inspection and test were performed in each one of the Lift Equipment and availability of the QEI and Contractor. The Contractor will be allowed a fifteen (15) calendar day timeframe from the date of the last inspection and test are due to be available for the inspections and tests. The periodic inspections and tests shall be conducted during Business Hours unless otherwise approved by the Authorized User. Tests that require building shutdown will be scheduled outside of normal Business Hours with the Authorized User’s authorization.
5. The Contractor shall provide skilled and competent mechanics to perform the tests and inspections, in accordance with the staff requirements. The tests and inspections shall be witnessed by the Authorized

User's approved QEI, and the QEI shall determine if the mechanics provided by the Contractor are competent to perform the job. If the QEI determines that the mechanics are not competent to do the job, then the Authorized User will be contacted, and the Contractor shall be required to change the staff.

6. Should there be any delay of more than one-half (1/2) hour during testing, the Contractor is required to immediately contact the Authorized User, and failure to do so will result in the Contractor being responsible for the Authorized User's employees use of time, and the costs of the QEI (as determined by the contract rates between the Authorized User and QEI). Otherwise, the QEI services shall be paid for separately by the Authorized User.
7. Upon receipt of the report from the QEI, the Authorized User will send the inspection report to the Contractor within three (3) business days of receiving the report. If the QEI identified deficiencies with any of the Lift Equipment that are not the responsibility of the Authorized User, the Authorized User will schedule a meeting with the Contractor to occur within ten (10) business days of said notification, to review the report and the Contractor shall provide the Authorized User a schedule which includes, but is not limited to, outlining the required scope of work and start and completion dates for the Repair work. For Lift Equipment covered by a Full-Service Warranty Maintenance plan, all work required as a result of maintenance deficiencies noted due to the testing/inspections shall be completed within thirty (30) business days of being notified by the Authorized User of the results of the testing/inspection. Only the Authorized User can make exceptions to the thirty (30) business day requirement. If the maintenance deficiencies are not corrected after thirty (30) business days, the Authorized User reserves the right, after written notification to the Contractor, to solicit offers from, and have deficiencies corrected by, other sources and deduct the cost of the corrections from money owed to the Contractor. These inspections do not absolve the Contractor of its responsibility to perform inspections or tests as required under ASME A17.1 and A18.1. The Contractor shall also present to the Authorized User during the ten (10) day meeting any T&M Proposals that were outlined in the report that fall outside of the Full-Service Warranty Maintenance plan. For Lift Equipment covered by a Basic Maintenance plan, the Contractor shall present to the Authorized User during the ten (10) day meeting any T&M Proposals that were outlined in the QEI report. The Contractor The T&M Proposals will follow the guidelines for review, approval, and performance as stated in Section 3.8, *Time and Material ("T&M")*.
8. The most current certificate of inspection shall be on display at all times within the Lift Equipment; or the certificate shall be available for public inspection in the office of the Authorized User's building operator.

3.13 Lift Equipment Downtime

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

3.14 Component Obsolescence

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

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

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

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

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

3.15 On-site Work

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

1. The Contractor shall be completely responsible for all performed work, including the work of all subcontractors, including any damages or breakdowns caused by the failure to take appropriate action.
2. The Contractor is responsible for taking all necessary precautions to avoid damage to the Authorized User’s equipment or facilities. Should any damage occur due to the Contractor’s operations, the Contractor shall immediately notify the Authorized User Representative, and shall Repair/replace the damaged property at the Contractor’s own expense.
3. Repairs and maintenance are to be performed with equipment properly tagged and locked out. The equipment is to be disabled and all switch, or switchgear, surveyed and positioned to prevent shock hazards and the release of stored energy. Ensure that site personnel are aware of equipment status and potential hazard.

4. The Contractor is required to follow all applicable Authorized User rules and regulations.
5. Report to the Authorized User any situations or observations which could adversely affect the safety of Authorized User staff, building occupants, or the operation of the Lift Equipment.
6. The Contractor's Elevator Mechanics, Elevator Apprentices, subcontractors, and their associated personnel shall follow all check in/check out procedures, including the signing of building logs when required, in accordance with the Authorized User's procedures and guidelines. Failure to follow check in/check out procedures, whether intentional or not, shall be understood to mean that services were not performed.
7. The Authorized User shall not be liable for any expense incurred by the Contractor because of any traffic infraction or parking violations attributable to employees of the Contractor.
8. The Authorized User reserves the right to reject and bar from their facilities any employee hired by the Contractor for legitimate reasons including, but not limited to, performance or security-based issues.
9. All Lift Equipment machine rooms, hoist ways, pits, and Lift Equipment will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard. Pits and machine spaces shall be kept dry and clean. Lift Equipment exposed to outside elements (snow, leaves, mulch, dirt, etc.) are the responsibility of the Contractor to keep clean and operational.
10. The Contractor shall keep all Material Safety Data Sheets (MSDS) on file with the Authorized User Representative, or designee, for all commonly used products and shall provide a separate listing of the 1-800 emergency telephone numbers for all products.
11. The proper off-site disposal of all waste oil, empty containers and other waste material shall be the responsibility of the Contractor. Contractor is to provide to the Authorized User all required Federal, State and Local documentation required (waste manifests, bills of lading, etc.) for disposal of any hazardous, and/or regulated waste.
12. The Contractor will use reasonable care to minimize the risk that its work poses to the environment, the customers, the general public and the contract employees.
13. The Contractor shall immediately notify the Authorized User Representative in writing of any indication of underground oil seepage which may be attributed to a leaky underground hydraulic cylinder.
14. Cooperate with Authorized User administrators and personnel to prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable and in bringing, storing or removing of all materials and equipment, to observe all rules and regulations in force on the grounds, to avoid unnecessary dust, or accumulated debris or the undue interference with the convenience, sanitation or routine of the Authorized User (and to prevent the loss of, or damage to property of Authorized User or its employees).

3.16 Staffing

1. All Elevator Mechanics assigned to work under the Contract must have a New York State Elevator Mechanic License (<https://dol.ny.gov/elevator-licensing-information>) and shall be skilled and competent journeyman. Elevator Mechanics directly employed or supervised by the Contractor or an approved subcontractor both of whom shall be licensed by New York State. Elevator Apprentices may be used, provided they are always under the direct supervision of a journeyman Elevator Mechanic on site. Direct supervision means working under constant guidance or simultaneously with a journeyman licensed Elevator Mechanic. All journeyman Elevator Mechanics also shall have a minimum of three (3) years of experience maintaining Lift Equipment. Sufficient personnel shall be assigned to meet the requirements of the Mini-Bid Project Definition.
2. For Authorized User Mini-Bid Agreements with a total value of \$250,000 or more, Article 8 §220-h of New York State Labor Law requires the Contractor's and/or subcontractor's employees who will perform service under the Contract must be certified as having completed an OSHA 10 safety training course before they can perform any work under this contract. When applicable, the Contractor must attach a copy of proof of completion of the OSHA 10 Course for each employee on the first certified payroll submitted to the

Authorized User and on each succeeding payroll where any new or additional employees are first listed. **If OSHA 10 Compliance applies, then the above information is a deliverable of this Contract and a condition of payment.**

3. If required in the Mini-Bid Project Definition, the Contractor shall provide proposed staffing information with their Mini-Bid response (including but not limited to the names of Elevator Mechanics, their years of experience, etc.) that may be evaluated by the Authorized User as part of their award methodology.
4. Contractor shall provide proof of licensing of their Elevator Mechanics to Authorized Users with their Mini-Bid responses and upon request by the Authorized User any time during the term of the awarded Mini-Bid.
5. Authorized Users reserve the right to conduct a security background check or otherwise approve any employee, subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical, or training qualifications, quality of work or change in security status or non-compliance with the Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Authorized User reserves the right to reject and/or bar from the Authorized User's premises for cause any employee, subcontractor, or agents of the Contractor.
6. For any updates or changes that occur regarding a Contractor's Elevator Mechanic's qualifications (including, but not limited to, licenses, certifications, and training), emergency telephone numbers, or emergency contacts, the Authorized User must be notified by the Contractor within 24 hours.

3.17 On-site Elevator Mechanic

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

3.18 Scheduled Building Shutdowns

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

3.19 Subcontracting of Work

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

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

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

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

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

3.20 Contract Meetings

1. The Contractor will be responsible for the completion of a variety of administrative and reporting requirements, and the cost of same will be included in the Monthly Maintenance Rate.
2. Upon award of a Mini-Bid Agreement and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Authorized User Representative. This meeting shall include, but is not limited to:
 - a. A review of the Preventive Maintenance tasks and required inspections/tests including their scheduling to be approved by the Authorized User.
 - b. A review of all Authorized User facility use rules.
 - c. An introduction for each respective Authorized User organization, chain of command, etc.
3. Unless otherwise directed by the Authorized User, there shall be monthly job meetings as scheduled by the Authorized User, held at the Authorized User's location with the Contractor and primary site Elevator Mechanic for the following purposes:
 - a. Review job progress, past performance, outstanding deficiencies, outstanding T&M work, quality of work, and approval and delivery of materials.
 - b. Identify and resolve problems that impede planned progress.
 - c. Coordinate the efforts of all concerned so that the Mini-Bid Project Definition progresses on schedule to on time completion.
 - d. Maintain a sound working relationship between the Contractor and the Authorized User, and a mutual understanding of the Mini-Bid Project Definition requirements.
 - e. Maintain sound working procedures.
 - f. Resolve any invoicing and payment issues.

3.21 Documentation and Record Keeping

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

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

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

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

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

3.22 Equipment, Wiring, and Circuit Changes

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

3.23 Schematic Wiring Diagrams

The Contractor shall maintain a complete set of current, legible schematic wiring diagrams in each machine room for the Lift Equipment contained therein. Should Schematic Wiring Diagrams be unavailable or are unable to be retrieved from the previous Contractor, the Authorized User may specify in their Mini-Bid Project Definition the need for replacement diagrams, and the Contractor shall provide them as a pre-maintenance Repair item. All schematic diagrams shall become the property of the Authorized User, and the cost for schematic wiring diagrams, except for those agreed to be provided as a pre-maintenance Repair item, shall be included in the Monthly Maintenance Fee.

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

Each Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work during the mandatory site visit during the Mini-Bid process and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the Mini-Bid Agreement is to be executed.

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

3.25 Performance Evaluations

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

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

1. Completion of the scheduled Preventive Maintenance and Time and Material (T&M) work.
2. Completion of Preventive Maintenance checklists for the Lift Equipment.
3. Timely completion of all work required as a result of maintenance deficiencies noted as a result of the Authorized User's Qualified Elevator Inspector (QEI) testing/inspections or maintenance auditing.

4. Down-time of not more than six (6) business days per year per piece of Lift Equipment. Down-time means the length of time that a piece of Lift Equipment is out-of-service. The length of time that a piece of Lift Equipment is out-of-service shall be measured by the Authorized User; beginning at such time the Authorized User Representative notifies the Contractor that the Lift Equipment is out-of-service or that an unsafe condition exists and ending at such time the Lift Equipment is safely placed back into service. In the event that Contractor is delayed beyond Contractor's control in being able to place the Lift Equipment back into service, Contractor shall provide the Authorized User Representative two forms of documentation proving that such delay is beyond Contractor's control. An example of acceptable documentation may be written statements from two independent suppliers of a particular part(s) that are not readily available and accompanied by a shipping date of such availability. Upon verification, Authorized User may interrupt the total "down-time" duration. The "down-time" is exclusive of acts of God, fire, vandalism, willful destruction of the equipment by the Authorized User, clients, employees, or visitors.
5. Responsiveness to Callback Services placed by the Authorized User in compliance with the timeframe established on Section 3.10, *Callback Service*.
6. The Contractor's failure to Repair or correct deficiencies detected during the performance of the Preventive Maintenance or reported to the Contractor by the Authorized User Representative.
7. Contractor compliance with Section 6.9, *Invoicing and Payment*, and whether Contractor repeatedly submits incomplete or incorrect invoices along with failure to submit the required supporting documentation.

3.26 Authorized User Inspection of Work

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

3.27 Mini-Bid Agreement Close-Out Inspection and Repair

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

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

3.28 Deliverables

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

Deliverable	Date of submission and/or completion of work	Frequency
Completion of Pre-Maintenance Repairs Identified by Authorized User in Mini-Bid Project Definition (if applicable)	30 (thirty) days after commencement of a Mini-Bid Agreement or as otherwise agreed to by the parties	Once at the commencement of a Mini-Bid Agreement, unless otherwise stated in the Mini-Bid Project Definition
Identification of Needed Pre-Maintenance Repairs by Contractor	Fifteen (15) days upon commencement of Mini-Bid Agreement	Once at the commencement of a Mini-Bid Agreement
Preventive Maintenance Checklists	Upon completion of Preventive Maintenance tasks	According to Preventive Maintenance Schedules
Fireman's Recall Test Checklist (if applicable)	Upon completion of Fireman's Recall Test	Monthly as directed by Authorized User
Submission of Time and Material (T&M) Proposal	Two (2) business days for Authorized User review/approval	Upon determination that Repair or replacement is needed and falls under T&M contract provision
Completion of Repairs and replacements	Four (4) business days of receipt of Authorized User approval	As needed
Monthly Callback Service Report	By the 15 th of each month for the preceding month	Monthly
Invoices for Monthly Maintenance Rate, Fireman's Recall Tests (if applicable), and Time and Material (T&M) work (if applicable)	Monthly	Monthly (invoices for T&M shall be sent separately)
Completion of ASME Inspections and Testing	Within fifteen (15) days from the deadline from the performance of the last inspection or test performed.	Scheduled according to ASME A17 & ASME A18 requirements
Correction of deficiencies/violations identified by the Qualified Elevator Inspector	Within thirty (30) days after the report is received from the Authorized User	On demand

4. BID SUBMISSION

4.1 Performance and Bid Bonds

There are no bonds for this Contract. 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 is required at any time during the term of the resulting Contract.

4.2 NYS Vendor File Registration

Prior to being awarded a Contract pursuant to this Solicitation, the Bidder and any 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 to each of your authorized resellers (if any) for use on all future transactions with New York State. Additionally, the Vendor File enables a vendor to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York.

If Bidder is already registered in the New York State Vendor File, the Bidder must enter its Vendor ID on the first page of this Solicitation. Authorized resellers already registered should list the Vendor ID number along with the authorized reseller information. (The Vendor ID number is not the same as a SOCIAL SECURITY NUMBER or a TIN/FEIN number.)

If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their 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: <https://osc.state.ny.us/vendors/>

4.3 Format of Bid Submission

A. The complete Bid package must be received by OGS Procurement Services by the date and time of the Bid opening. Late Bids shall be handled in accordance with Appendix B, *Late Bids*. Any Bid pricing or portions thereof submitted on USB flash drive that are incomplete or that cannot be opened/accessed may be rejected. With respect to any Bid documents in Excel format, only those cells provided for entering Bid pricing and information are to be accessed by the Bidder.

Situations susceptible to Disqualification may include:

1. E-mail or facsimile Bid submissions are not acceptable, and
2. Absent Price Pages (Attachment 1 – *Pricing*) are not acceptable.

B. It is recommended that the Bidder open, review and save/download all electronic files to the Bidder's hard drive and/or to a secure back-up location. Only completed files (in the specified format) should be saved to a USB flash drive for submittal.

C. Any indicators or messages that have been built into the attachments are informational only and provided solely for the purpose of assisting Bidders in completing the attachments. The presence or absence of notes or indicators is not a determination by the State as to the sufficiency of the attachments with respect to the Solicitation requirements. Bidders remain responsible for reviewing the attachments to ensure compliance with the Solicitation requirements.

- D. Bidders are responsible for the accuracy of their Bids. All Bidders are directed to take extreme care in developing their Bids. Bidders are cautioned to carefully review their Bids prior to Bid submission. A Bid that fails to conform to the requirements of the Solicitation may be considered non-responsive and may be rejected.

4.4 Content

- A. Bidders who submitted Bids for Solicitation #23271 in response to the original Bid due date of February 15, 2023, are advised that the documents that were submitted for the Solicitation have been retained by OGS and those documents may be utilized for responses to this Solicitation for the new Bid Opening / Due date for Bids that is stated in Section 1.4, *Key Events/Dates*. These Bidders have the following options:
1. Bidders who want OGS to utilize the documents previously submitted for Solicitation #23271 shall indicate on Page 1 of the Solicitation their consent and only submit PRINTED copies of Pages 1 and 2 of the Solicitation (Revised February 24, 2023), completed with the Bidder's information along with all Bid Solicitation Updates with signatures (PDF) (if applicable). Documents shall be submitted in accordance with Sections 4.5, *Bid Envelopes and Packages*, and 4.6, *Bid Delivery*. Previous submission does not mean the documents met the requirements of Solicitation #23271. OR
 2. Bidders may resubmit new completed Bid documents in accordance with the requirements of this Section below by the Bid Opening / Due date for Bids that is stated in Section 1.4, *Key Events/Dates*.
- B. A complete Bid consists of submission of the following completed documents:
1. Pages 1 and 2 of the Solicitation (PDF);
 2. Attachment 1 – *Pricing* (Excel);
 3. Attachment 2 – *NYS Required Certifications* (PDF);
 4. Attachment 3 – *Encouraging Use of NYS Businesses* (PDF);
 5. Proof of compliance with Attachment 4 – *Insurance Requirements* (PDF);
 6. Attachment 5 – *Bidder Information Questionnaire* (Excel);
 7. Attachment 6 – *Bidder Submission Checklist* (Excel);
 8. Attachment 9 – *Certification Under Executive Order No.16* (PDF);
 9. Attachment 10 – *Minimum Qualifications Account References (Revised February 24, 2023)* (Excel);
 10. Appendix C – *Federal Funding Agency Mandatory Terms and Conditions*, with Section 10 completed (PDF)
 11. EEO 100, *Equal Employment Opportunity Staffing Plan* (PDF), available at <https://ogs.ny.gov/mwbe/forms>;
 12. Vendor Responsibility Questionnaire (completed online), available at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>;
 13. ST-220-CA, *Contractor Certification to Covered Agency* (PDF), available at https://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf;
 14. Evidence that Bidder has maintained an organization capable of performing the work herein described, in continuous operation for a minimum of three (3) years prior to the Bid Opening Date in accordance with Section 2, *Bidder Qualifications*. If this is not proven through the submission of a Dun & Bradstreet Business Information Report, then Bidder must provide alternative evidence that it meets this requirement; and
 15. All Bid Solicitation Updates with signatures (PDF) (if applicable).

All documents must be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature. At this time, OGS cannot accept an eSignature that has been generated by software.

Documents should be submitted as an electronic copy and in the format specified in the list above for each document (e.g., PDF, Excel), following the instructions provided in this section. Electronic copies of documents must be submitted on two (2) USB flash drives, with each USB flash drive containing a complete set of the submitted documents. When submitting electronic documents, include a printed copy of page 1 of the Solicitation with the Bid (see Section 4.5, *Bid Envelopes and Packages*, below).

Electronic copies of documents provided in PDF format should be saved as an Adobe Acrobat PDF, AND THEN converted to allow for Optical Character Recognition (OCR) (see <https://www.adobe.com/acrobat/how-to/ocr-software-convert-pdf-to-text.html>).

Electronic copies of documents provided in Microsoft Excel format shall not be locked or password protected by the Bidder.

Bidder is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically until a determination of award is made. If an award is made to Bidder, the documents with original signatures shall be retained by the Bidder for a period of six (6) years after the term of the contract has ended. Bidder shall submit such documents with original signatures to OGS upon request.

In the case of discrepancies between paper copies (if applicable) and USB flash drive submissions of the documents submitted by the Bidder, the electronic USB flash drive copy shall take precedence over the paper copy.

4.5 Bid Envelopes and Packages

All Bids should have a label on the outside of the envelope or package itemizing the following information:

1. BID ENCLOSED (preferably bold, large print, all capital letters)
2. Solicitation number (Solicitation #23271)
3. Bid Opening Date and Time
4. The number of boxes or packages (e.g., 1 of 2; 2 of 2)

All Bids should also include a PRINTED copy of page 1 of the Solicitation, completed with the Bidder's information. This printed copy of page 1 should be placed in the envelope with the USB flash drives.

Failure to complete all information on the Bid envelope and/or package may necessitate the opening of the Bid prior to the scheduled Bid opening.

4.6 Bid Delivery

Bids shall be delivered to the following address on or before 11:00 a.m. ET, on or before the Bid opening date as stated in Section - *Key Events/Dates*:

State of New York Executive Department
Office of General Services
Procurement Services
Corning Tower - 38th Floor Reception Desk
Empire State Plaza
Albany, NY 12242
Attn: Bid Enclosed – Solicitation #23271

Bidder assumes all risks for timely, properly submitted deliveries. The time of Bid receipt is determined by OGS according to the timeclock at the above-noted location. A Bidder is strongly encouraged to arrange for delivery of Bids to OGS prior to the date of the Bid Opening. Late Bids shall be rejected, except as provided in Appendix B, *Late Bids*. All Bids and accompanying documentation shall become the property of the State of New York and shall not be returned. Refer to "*Important Building Access Procedures*" clause.

4.7 Important Building Access Procedures

To access the Corning Tower, all visitors must check in by presenting photo identification at the Corning Tower Information Desk. Delays may occur due to a high volume of visitors. Visitors conducting Procurement Services business are encouraged to pre-register for building access by contacting the Procurement Services Receptionist at (518) 474-6262 or Customer Services (518) 474-6717 at least 24 hours prior to the visit. If no answer, leave a detailed phone message including the following information: reason for visit and/or delivering a bid, solicitation number, date and estimated time of delivery or visit, first and last name of visitor, and visitor's cell

phone number. Visitor may email customer.services@ogs.ny.gov providing the same information. Visitors who are not pre-registered will be directed to a designated phone at the Corning Tower Information Desk, where they are to call the Procurement Services Receptionist (518) 474-6262 or Customer Services (518) 474-6717 for access. The visitor will be registered at that time. Bids are not allowed to be left at the Corning Tower Information Desk. Please note that delays may occur. Building access procedures may change or be modified at any time.

4.8 NYS Required Certifications

A Bidder is required to submit the signed New York State Required Certifications (Attachment 2 – NYS Required Certifications) with its Bid.

4.9 Bid Deviations

Bids must conform to the terms set forth in the Solicitation. As set forth in Bidder Questions, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. Material deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

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

Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts, or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

4.10 Bid Opening Results

OGS Procurement Services posts Bid information on the OGS Procurement Services website. The Bid Opening Results webpage 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: <https://ogs.ny.gov/procurement/bid-opening-results-0>.

4.11 Bid Liability

The State of New York will not be held liable for any cost incurred by the Contractor for work performed in the production of a Bid or for any work performed prior to the formal execution of a Contract.

4.12 Firm Offer

Bids must remain an effective offer, firm and irrevocable, for at least 120 calendar days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Bidder. A Bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120 calendar-day period until either tentative award of the Contract by OGS is made or withdrawal of the Bid in writing by the Bidder.

4.13 NYS Reserved Rights

New York State reserves the right, in its sole discretion, to:

- A. Reject any or all Bids received in response to the Solicitation;
- B. Withdraw the Solicitation at any time at the sole discretion of the State;
- C. Make an award under the Solicitation in whole or in part;
- D. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the Solicitation;
- E. Seek clarifications and revisions of the Bid;

- F. Amend the Solicitation prior to the Bid opening to correct errors or oversights, or to supply additional information as it becomes available;
- G. Direct Bidders, prior to the Bid opening, to submit Bid modifications addressing subsequent Solicitation amendments;
- H. Change any of the schedule dates with notification through the NYS Contract Reporter;
- I. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Bidders;
- J. Waive any requirements that are not material;
- K. Utilize any and all ideas submitted in the Bids received;
- L. Adopt all or any part of a Bidder's Bid in selecting the optimum configuration;
- M. Negotiate with a Bidder within the Solicitation requirements to serve the best interests of the State. This includes requesting clarifications of any or all Bids;
- N. 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 Bid and/or to determine a Bidder's compliance with the requirements of the Solicitation;
- O. Select and award the Contract to other than the selected Bidder in the event of unsuccessful negotiations or in other specified circumstances as detailed in the Solicitation;
- P. Accept and consider for Contract Award Bids with non-material Bid Deviations or non-material Bid defects such as errors, technicalities, irregularities, or omissions;
- Q. Use any information which OGS obtains or receives from any source and determines relevant, in OGS's sole discretion, for the purposes of bid evaluation and Contractor selection;
- R. Consider a proper alternative where an evidently incorrect reference/parameter/component/product/model/code number is stated by the State or the Bidder;
- S. Reject an obviously unbalanced Bid as determined by the State; and
- T. Conduct Contract negotiations with the next responsible Bidder, should the Agency be unsuccessful in negotiating with the selected Bidder;
- U. Make no award for any Product, Region, or lot, as applicable, for reasons including, but not limited to, unbalanced, unrealistic or excessive Bidder pricing, a change in Authorized User requirements and/or Products, or an error in the Solicitation (e.g., use of incorrect reference, pack size, description, etc.). In such case, evaluation and ranking of Bids may be made on the remaining Products, Regions, or lots.
- V. Offer a Bidder the opportunity to provide supplemental information or clarify its Bid, including the opportunity to explain or justify the balance, realism, and/or reasonableness of its pricing.
- W. Award Contracts on a rolling or staggered start basis, either in whole or in part. Contracts awarded in this method shall be coterminous with the first Contract awarded as a result of this Solicitation.

4.14 Authorized User Reserved Rights

The Authorized User shall have all the same reserved rights as the State, set forth in Section 4.13. In addition, to the above reserved rights, the Authorized User shall have the following additional reserved rights:

1. To add requirements to the Mini-Bid Project Definition and resulting Authorized User Agreement that are more advantageous than the terms and conditions established within the Centralized Contract;
2. To disallow subcontractors proposed to be used by the Contractor on an Authorized User's site and to approve any subcontractors proposed to be used by the Contractor on an Authorized User's site.
3. To request the Contractor's insurance policy language for purposes of substantiating compliance with Attachment 4 - *Insurance Requirements*, or such other insurance requirements, as required by the Authorized User as part of a Mini-Bid Project Definition;
4. Conduct Contract negotiations with the next responsible Contractor responding to a Mini-Bid Project Definition, should the Authorized User be unsuccessful in negotiating with the selected Contractor;
5. To, in the event of two or more tied quotes in response to a Mini-Bid Project Definition where Financial/Cost had a weight of 100%, ask each Contractor to submit a best and final quote by a specified date and time. The pricing submitted must be lower than the initial pricing.
6. If, in the first six months from the Mini-Bid Project Definition due date, the Mini-Bid Agreement with the originally awarded Contractor is terminated, the Authorized User may go to the next lowest scored Contractor(s) to offer them the engagement if they are willing to honor the prices quoted by the originally awarded contractor. If the Contractor(s) decline, a new Mini-Bid Project Definition must be issued to acquire services.

7. Additional terms and conditions may be allowed as part of Contractor's response to an Authorized User's Mini-Bid Project Definition and incorporated into the Authorized User Agreement provided that all of the following conditions are met:
 - a. The Contractor identifies such terms and conditions in Contractor's response to the Authorized User's Mini-Bid Project Definition; and
 - b. Such terms and conditions do not contradict or violate any of the terms and conditions of the Contract, and/or are more advantageous to the Authorized User and the State than those set forth in the Contract; and
 - c. Such terms place no additional liability or responsibility on the Authorized User or the State; and
 - d. The Authorized User acknowledges in writing that it accepts such additional terms and conditions.

4.15 Incorporation

Portions of the successful Bidder's Bid and of this Solicitation shall be incorporated into a final Contract, with a separate document executed by Contractor and OGS. A final Contract will be formalized either through a separate contract document or through a contract award letter incorporating the Bid, each having its own provision governing conflict of terms.

5. METHOD OF AWARD

5.1 Method of Award

Award shall be made by each Region to those to a responsive and responsible Bidders who meet the minimum qualifications and offer reasonable prices as determined by OGS.

5.2 Reasonableness of Price

In accordance with State Finance Law, the pricing will be evaluated to determine the reasonableness of the maximum not-to-exceed rates and markups offered for the Centralized Contract. The reasonableness of the maximum not-to-exceed rates and markups shall be assessed in the following manner:

Step 1:

For all Bids, each maximum not-to-exceed rate and markups will be averaged to create an *average* not-to-exceed rate and markup for each category of service within each Region. OGS reserves the right to remove an inordinately low or high bid from the calculation of the average not-to-exceed rate or markup if, in the judgment of OGS, the inclusion of the Bid would skew the results.

Step 2:

Each Bidder’s maximum not-to-exceed rates within a Region will be compared to the average not-to-exceed rates for that Region. If a Bidder’s maximum not-to-exceed rate is at or less than 150% of the *average* not-to-exceed rate for the Region, the Bid offer shall be deemed reasonable. If a Bidder’s maximum not-to-exceed markup is at or less than 15% of the *average* not-to-exceed markup for the Region, the Bid offer shall be deemed reasonable. OGS reserves the right to require additional sources of reasonability of pricing if there are fewer than three Bidders or Contractors for a Region.

Example #1

(Rates shown in chart are for demonstration purposes only. Maximum not-to-exceed rates will be calculated in the same method.):

Region 2 / Full-Service Warranty Monthly Maintenance Rate for Traction Elevators

Bidder Name	Not-to-Exceed Monthly Maintenance Rate
Bidder A	\$1,500.00
Bidder B	\$1,900.00
Bidder C	\$2,600.00

Calculation:

$\$1,500.00 + \$1,900.00 + \$2,600.00 = \$6,000.00$ divided by 3 = $\$2,000.00$ Average Not-to-Exceed Rate
 $\$2,000.00$ multiplied by 150% = $\$3,000.00$

Based on the calculations above, any maximum not-to-exceed Monthly Maintenance Rate for Full-Service Warranty Maintenance for Traction Elevators within Region 2 at or below $\$3,000.00$ would be reasonable.

Example #2

(Rates shown in chart are for demonstration purposes only. Maximum not-to-exceed rates will be calculated in the same method.):

Region 2: Time and Material (T&M) Material Markup

Bidder Name	Not-to-Exceed Material Markup
Bidder A	10%
Bidder B	20%

Bidder Name	Not-to-Exceed Material Markup
Bidder C	40%

Calculation:

10% + 20% + 40% = 70% divided by 3 = 23.33% Average Not-to-Exceed Material Markup
 23.33% + 15% = 38.33%

Based on the calculations above, any maximum not-to-exceed markup within Region 2 at or below 38.33% would be reasonable. Bidder C’s Material Markup bid of 40% would not be reasonable.

If any of the Bidder’s maximum not-to-exceed rates are greater than 150% of the average not-to-exceed rate, the Bidder will be notified and requested by OGS to reduce its maximum not-to-exceed rate to the corresponding average not-to-exceed rate plus 150%. Should the Bidder choose to deny this request, the Bidder’s complete Bid for the Region shall be deemed to have failed will not be considered for an award of said Region.

If any of the Bidder’s maximum not-to-exceed markups are greater than 15% of the average not-to-exceed markup, the Bidder will be notified and requested by OGS to reduce its maximum not-to-exceed markup to the corresponding average not-to-exceed rate plus 15%. Should the Bidder choose to deny this request, the Bidder’s complete Bid for the Region shall be deemed to have failed and will not be considered for an award of said Region.

5.3 Periodic Recruitment

This Solicitation allows for periodic recruitment of additional Contractors during the term of the Contract. Recruitment periods are optional at the discretion of the State. Additional recruitment periods will be advertised in the NYS Contract Reporter. Bidder must register with the New York State Contract Reporter at <https://www.nyscr.ny.gov> in order to receive notifications regarding any periodic recruitments under this Solicitation. Bids shall be evaluated under substantially the same terms and conditions as the original Bids. Bidders shall also be required to submit necessary documentation for any additional applicable statutory requirements in effect at the time of the new Solicitation.

Once awarded a Contract, a Contractor may not resubmit a Bid for future consideration for Regions covered by the scope of their awarded Contract. In addition, if a Bid is deemed non-responsive during the initial Solicitation or any recruitment period, a Bidder cannot reapply for a future Contract until the next recruitment period. If a Contractor is deemed non-responsive for one or more Regions but is awarded a Contract for at least one Region, then the Contractor can request to add a Region during the Contract term in accordance with Section 6.31, *Request to Add a Region to an Existing Contract*.

5.4 Procurement Instructions for Authorized Users

The resultant Contracts will be issued under a multiple award structure. Authorized Users shall procure services following the process detailed in Appendix H – Mini-Bid Project Definition for selecting a Contractor. The Mini-Bid Project Definition shall include an overview of the Mini-Bid process, an overview of the services required including a description of the Lift Equipment, the required Maintenance Plan(s), and Time and Material (T&M) estimates. A Mini-Bid Project Definition shall be sent to all vendors awarded a Contract in the Region where Authorized User’s applicable facility is located. The Mini-Bid Project Definition process shall be performed for all transactions made under this Contract except as detailed in Section 4.14, *Authorized User Reserved Rights*. A Mini-Bid Project Definition template and “How to Use” instructions will be provided by OGS on the Contract website for use by all Authorized Users.

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

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

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

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

5.5 Notification of Award

Tentative award of the Contract shall consist of written notice to that effect by OGS to a selected Bidder, who shall execute a Contract upon a determination by OGS that the Bidder is responsive and responsible.

Non-awardees will also be notified that their Bid was not selected for award.

6. TERMS AND CONDITIONS

6.1 Contract Term and Extensions

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

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

The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g., changes in minimum, prevailing or living wages, or regulated services).

6.2 Term of Mini-Bid Agreements

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

By written notice, an Authorized User may terminate a Mini-Bid Agreement at any time for convenience upon thirty (30) calendar days written notice or other specified time period of at least thirty calendar days without penalty or other early termination charges due. Such termination of the Mini-Bid Agreement shall not affect the

Contract or any other project or Purchase Order that has been issued under the Contract. If the Mini-Bid Agreement is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables for which payment is made.

6.3 Short term Extension

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

6.4 Price

This Solicitation and any Contracts resulting from it are subject to the prevailing wage rate provisions of New York State Labor Law. See "Prevailing Wage Rates - Public Works and Building Services Contracts" in Appendix B - OGS General Specifications. Any federal or State determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful" may be grounds for a determination of vendor non-responsibility, rejection of bid in response to an Authorized User Mini-Bid Project Definition, suspension, or termination of Contract.

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

Bid pricing shall be submitted using Attachment 1 – *Pricing* in accordance with the Instructions tab listed within Attachment 1. A Bidder must indicate the Regions and maximum not-to-exceed pricing information being bid. The attachment shall be completed in accordance with the following:

1. A Bidder may provide a Bid for any or all Regions it is qualified to service in accordance with Section 2, *Bidder Qualifications*.
2. A Bidder shall bid on all maintenance plans within a Region. Failure to provide not-to-exceed pricing for all rates and markups shall result in the rejection of the Bid for that Region.
3. For each Region being Bid, the Bidder is required to provide numerical pricing greater than or equal to zero for all Monthly Maintenance Rates rounded to the second decimal place (i.e., \$19.999 shall be rounded to \$20.00).
4. For each Region being Bid, the Bidder is required to provide numerical pricing greater than or equal to zero for Fireman's Recall Test fees rounded to the second decimal place (i.e., \$19.999 shall be rounded to \$20.00).
5. For each Region being Bid, the Material Markup shall be a percentage greater than or equal to zero rounded to the second decimal place (i.e., 19.999% shall be rounded to 20.00%).
6. For each Region being Bid, the Contractor is required to provide not-to-exceed straight time and Overtime hourly labor rates for the Elevator Mechanic and Elevator Apprentice that are at least 100% higher than the total of the Prevailing Wage Rate plus Supplemental Benefits for straight time labor and 200% higher than the total of the Prevailing Wage Rate plus Supplemental Benefits for Overtime labor. Contractors may bid lower on any Authorized User Mini-Bids. All hourly labor rates will be rounded to the nearest second decimal place (i.e., \$19.999 shall be rounded to \$20.00).

7. The Bidder must return the price pages in Excel format. Failure to submit price pages in Excel may result in rejection of Solicitation.

6.4.1 Monthly Maintenance Rate

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

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

6.4.2 Fireman's Recall Testing Fee

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

6.4.3 Hourly Labor Rates

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

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

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

6.4.4 Material Markup

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

6.5 CPI Price Update

On each annual anniversary date of the commencement of the Contract, the Contractor may request a rate change (increase or decrease) for the Centralized Contract Monthly Maintenance Rate, Fireman's Recall Test Fee, Elevator Mechanic Straight Time Hourly Rate, Elevator Mechanic Overtime Hourly Rate, Elevator Apprentice Straight Time Hourly Rate, and Elevator Apprentice Overtime Hourly Rate based upon fluctuations in the latest published copy of the Consumer Price Index for all urban consumers (CPI-U), Not Seasonally

Adjusted, Northeast Region, All Items (Series Id: CUUR0100SA0); as published by the U S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. CPI-U data may be obtained at www.bls.gov.

The Contractor is solely responsible for notifying OGS Procurement Services that the Contractor wishes to receive the CPI rate change and to submit a request for the adjusted rate on the applicable Contract commencement anniversary date; and Contractor shall provide a copy of the index and other supporting documentation necessary to support the increase or decrease to OGS Procurement Services as appropriate. Should the Contractor fail to make a request and submit supporting documentation to OGS Procurement Services within ninety (90) days after the applicable anniversary date, the Contractor shall be deemed to have waived its right to any increase in price for that year, but the State shall not be barred from making the appropriate adjustment in the case of a decrease determined in accordance with the above methodology.

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

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

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

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

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

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

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

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

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

6.6 Ordering

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

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

6.7 Purchasing Card Orders

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

6.8 Minimum Order

There is no minimum order for this Contract.

6.9 Invoicing and Payment

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

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

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

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

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

1. Contractor Name
2. Contractor Billing Address
3. Contractor Federal ID Number
4. Contractor NYS Vendor ID Number
5. Contractor Contact Person Name
6. Contractor Contact Person Email Address
7. Contractor Contact Person Telephone Number
8. Account Number (as applicable)

9. Authorized User's Purchase Order Number or Contract Number (Mini-Bid Agreement Number)
10. Name of Authorized User indicated on the Purchase Order or Mini-Bid Agreement
11. NYS Agency Unit ID (if applicable)
12. Authorized User Routing ID (if applicable)
13. Order Date
14. Invoice Date
15. Unique Invoice Number assigned by the Contractor
16. Invoice Amount
17. Service Description (e.g., Monthly Maintenance Rate, Fireman's Recall Test, etc.)
18. Names and titles of all Elevator Mechanics and Apprentices providing services. The name of each mechanic must match the name on their respective NYS Elevator Mechanic License.
19. License ID Number for Elevator Mechanics
20. Date(s) worked
21. Hour(s) worked
22. Each piece Lift Equipment and their billing rate
23. Service location (e.g., building name or number, campus, address, etc.)
24. Certified Payroll that matches the mechanics and apprentices who performed the work and covers the date(s) the mechanics and apprentices worked. The number of hours should reflect at minimum the hours indicated on the Authorized User Sign In/Out Log.
25. Proof of completion of OSHA 10 training course if applicable (Section 3.16, *Staffing*)
26. Completed Preventive Maintenance checklists (if not previously submitted to the Authorized User)

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

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

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

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

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

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

6.10 Certified Payroll Records

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

- a. Name
- b. Classification(s) in which the worker was employed

- c. Hourly wage rate(s) paid
- d. Supplements paid or provided
- e. Daily and weekly number of hours worked in each classification.

A sample payroll form is provided by NYS Department of Labor at:

<https://www.labor.ny.gov/workerprotection/publicwork/PDFs/PW-12%20Contractor%20Payrolls%20Cert%20.pdf>

or the United States Department of Labor at www.dol.gov. **Contractors shall not submit statements in lieu of a certified payroll.**

To substantiate the certified payroll and invoice, copies of paychecks, W-2s, and time sheets shall be submitted to the Authorized User and/or the State upon request. If Subcontractors are used by the Contractor on an Authorized User's site, the agreement between the Contractor and Subcontractor must be submitted upon request. Authorized User may request additional documentation to support a payment, including, but not limited to, documentation to substantiate the hire dates and/or service credit dates used, such as Personnel records, and documentation to substantiate legal names and current licenses.

6.11 Liquidated Damages

If the Contractor fails to complete services in accordance with these specifications, within the times specified herein or in the applicable Mini-Bid Project Agreement, it is understood, and the Contractor hereby agrees that, because of the immeasurability of the damages the Authorized User would suffer because of such a breach the below provisions will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

Liquidated Damages are to be addressed and resolved at the Authorized User level.

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

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

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

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

3. LIQUIDATED DAMAGES FOR FAILURE TO PROVIDE REQUIRED PREVENTIVE MAINTENANCE: If the Contractor fails to timely complete required Preventive Maintenance service, the Authorized User reserves the right to apply the following deductions:
- Monthly Preventive Maintenance tasks: 80% of the Monthly Maintenance rate per affected Lift Equipment will be deducted from the Monthly Invoice.
 - Quarterly Preventive Maintenance tasks: 25% of the Monthly Maintenance rate per affected Lift Equipment will be deducted from the appropriate months Monthly Invoice.
 - Annual Preventive Maintenance tasks: 25% of the Monthly Maintenance rate per affected Lift Equipment will be deducted from the appropriate months Monthly Invoice.
 - In the event that the deductions exceed the Monthly Maintenance Rate for a Lift Equipment, the Monthly Maintenance Rate for the affected Lift Equipment will be capped at \$0.
 - If the Authorized User has taken the Lift Equipment out of service, these deductions do not apply to those pieces of Lift Equipment, as there shall be no charge for preventive services not rendered for Lift Equipment that has been taken out of service.
 - In the event that more than one Preventive Maintenance Service that was due in the billing period in question was not completed by the Contractor, the deductions listed above shall be applied sequentially.

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

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

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

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

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

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

Example: A Contractor maintains ten (10) elevators for an Authorized User under a Mini-Bid Agreement with each elevator having a Monthly Maintenance Rate of \$1,000 for a monthly total invoice of \$10,000. If the

Contractor fails to provide a T&M Proposal within two (2) business days upon request from the Authorized User or provide just cause in writing to the Authorized User for any delay, the Authorized User may deduct \$1,000.00 (\$10,000.00 x 0.10) from all future monthly invoices until the Repair has been satisfactorily performed. Just cause for any delay may only include circumstances outside the control of the Contractor.

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

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

7. LIQUIDATED DAMAGES FOR EXCESS UNSCHEDULED LIFT EQUIPMENT DOWN-TIME: If any Lift Equipment experience unscheduled down-time of more than forty-eight (48) consecutive hours, the Authorized User reserves the right to deduct 10% from the total amount from the Monthly Maintenance Rate for each piece of affected Lift Equipment on the next invoice. If the downtime exceeds thirty (30) continuous calendar days, then the Authorized User reserves the right to deduct 15% from the total amount of the entire next monthly maintenance invoice. The 15% deduction is on top of the deduction of the Monthly Maintenance Rate for the affected Lift Equipment. These deductions shall apply unless the unscheduled down-time is due to causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e., acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). These deductions will continue from future monthly maintenance invoice(s) until such time that the work is complete and accepted by the Authorized User to compensate the State for the diminution of services.

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

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

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

8. LIQUIDATED DAMAGES FOR FAILURE TO TIMELY PERFORM REQUIRED ASME SCHEDULED TESTS: If the Contractor fails to timely perform all required tests and inspections, in compliance with Section 3.12, *Safety Inspection and Tests (Excluding Fireman's Recall Test)*, except for causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.), Authorized User reserves the right to assess the Contractor liquidated damages to compensate the State for the inconvenience and potential liabilities resulting from Contractor's untimely performance. The liquidated damages shall be equal to \$50.00 per day per Lift Equipment for every calendar day beyond the due date until such time that the tests or inspections are complete and accepted by the Authorized User. Such liquidated damages shall be deducted from future monthly invoice(s).

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

9. GENERAL: In the event that the Contractor's performance results in the possibility of assessing multiple types of liquidated damages for a piece of equipment for the same time period, with the exception of liquidated damages for excessive unscheduled down time under subdivisions 1 and 7 above which shall be in addition to all others, only one type of liquidated damages will be assessed for that piece of equipment for the subject time period. Provided, however that the type of liquidated damages to be assessed for that period shall be the one that would yield the largest amount of liquidated damages payment to the Authorized User.

6.12 Contract Administration

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

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

6.13 NYS Financial System (SFS)

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

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

6.14 N.Y. State Finance Law § 139-I

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combatting-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Attachment 2 – NYS Required Certifications, which Bidder must submit with its bid.

6.15 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

6.16 Report of Contract Usage

Contractor shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers, and distributors, if any, no later than 10 days after the close of each calendar quarter. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the quarterly report. Contractor shall continue to submit Attachment 8 – *Report of Contract Usage* if engaged in Authorized User Mini-Bid Agreements up to three (3) years past the end date of the Centralized Contract.

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

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

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

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

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

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified

Minority- and Women-Owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

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

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 1. Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.
 2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor’s equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.
- B. Form EEO 100 – Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.
- C. NYS Contract System Workforce Utilization Reporting Module (Commodities & Services)

1. The Contractor shall complete and shall require each of its subcontractors to complete a Workforce Audit on a quarterly basis throughout the term of this Contract, by the 10th day of April, July, October, and January. To report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. Contractor shall coordinate with its subcontractors to ensure that all workers associated with this Contract are properly counted and reported. To prepare the report, Contractor and its subcontractors shall use the NYS Contract System Workforce Audit Module found at the following website: <https://ny.newnycontracts.com>.
 2. Separate audits shall be completed by Contractor and all subcontractors utilized on this contract and the Contractor is responsible for ensuring timely submission of the Workforce Audit by their subcontractors.
 3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall complete the Workforce Audit and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.
- D. Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers, or suppliers to Contractor. Contractor is, however, encouraged to make every good faith effort to promote and assist the participation of MWBEs on this Contract for the provision of services and materials. The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com/>. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- B. Good Faith Efforts
- Pursuant to 5 NYCRR § 142.8, evidence of good faith efforts shall include, but not be limited to, the following:
1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
 2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.
5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

V. Fraud

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

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/MWBE>
Vendor must scroll down to the section titled COMMODITY & SERVICE CONTRACTS and use the appropriate forms under this section only.

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

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

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

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

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

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

6.19 Environmental Sustainability and NYS Executive Order Number 22

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

familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

6.20 Diesel Emission Reduction Act

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

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

6.21 Overlapping Contract Products

Products available under 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.

6.22 Preferred Source Products

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

6.23 NYS Vendor Responsibility

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 at <http://www.osc.state.ny.us/vendors/index.htm> or to enroll, go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

Vendors must provide their New York State Vendor Identification Number when enrolling. For information on how to request assignment of a Vendor ID, see the *NYS Vendor File Registration* section. 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 and submit 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:

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

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

The Contractor agrees that if it is found by the State that Contractor's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner of OGS at the Contractor's expense where the Contractor is determined by the Commissioner of OGS to be non-responsible. In such event, the Commissioner of OGS may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

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

6.24 NYS Tax Law Section 5-a

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

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

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

6.25 Non-State Agencies Participation in Centralized Contracts

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

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

6.26 Extension of Use

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

6.27 New Accounts

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

6.28 Drug and Alcohol Use Prohibited

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

6.29 Traffic Infractions

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

6.30 Contract Documents; Electronic Format

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

6.31 Request to Add a Region to an Existing Contract

Requests to add a Region may only be made by Contractors who are currently under Contract with OGS under Group 71004 – Elevator, Escalator & Miscellaneous Lift Equipment Maintenance Services (Statewide) – Award

23271. Contractors wishing to add a Region to their existing Contract shall request a copy of the most recent Solicitation requirements from OGS Procurement Services.

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

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