**Appendix D - Mini-Bid Project Definition Template**

**Authorized User Instructions**

**How to Use this Template**

* Text Fields highlighted in grey must be updated with information relevant to your project.
* *Explanatory comments are in (parenthesis) and italic text and should be removed*.

Some sections of this template may not be relevant to all Authorized Users. Those sections may be removed. Where you decide to omit a section, you might keep the header, but insert a comment saying why you omitted the data. Remove explanatory comments as you go along.

When creating Mini-Bid Project Definitions, AUs should NOT be altering the Tables to include items that are not described in the Master Contract. If AUs have a need for elevator services which are outside the scope of the Master Contract (refer to Section 2 SPECIFICATIONS in the Executed Contracts), then AUs are instructed to create their own procurement.

**The Procurement Services Contract Manager will provide the State Agency Authorized User with a Contract Number for the awarded Contractor upon receipt of the ‘Mini-bid Project Definition’ and awarded bid.**

*Delete this page prior to distribution.*

Insert Authorized User Name

Insert Authorized User Street Address

Insert Authorized User City, State, Zip Code

**Mini-Bid #** **INSERT Mini-Bid REFERENCE NUMBER**

**Insert Project Name**

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| **Contract Category:**  **Group: 71004 Award Number: 22913**  **Elevator, escalator and miscellaneous lift equipment preventive and corrective maintenance (statewide)** | |
| **DESIGNATED CONTACTS** | |
| Primary Contact: **Insert First and Last Name**  E-mail address: **Insert E-Mail Address** | Secondary Contact: **Insert First and Last Name**  E-mail address: **Insert E-Mail Address** |
| New York State Governmental Entities must indicate if Procurement Lobbying Law/Restricted Period is in effect:  Yes  No | |

If different than above, please mail the signed and notarized original of this document and any completed Attachment(s) to the following address:

**Insert First and Last Name**

**Insert Authorized User Name**

**Insert Authorized User Street Address**

**Insert Authorized User City, State, Zip Code**

**Insert Authorized User County and Contract Region**

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| Contract Term And Extensions |
| *(Mini-bid Agreements awarded during the term of the Centralized Contract may have a total term of up to five years, including any extensions. Further, the end date of the Mini-bid 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. Authorized Users should select a contract term that maximizes the services offered by the Central Contract, for example an initial mini-bid ending one year prior to the end date of the Centralized Contract would permit the AU to conduct a second mini-bid that could have a term extending up to three (3) years beyond the expiration date of the centralized contract.)*  **Insert contract term and extension language** |
| **Tentative Start Date** *Enter Date***through** *Enter Date* |

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| Best Value Award Methodology |
| *(The OGS Centralized Contract requires that a Mini-bid Project Definition be completed and an award made on the basis of “best value”. Thus, a Mini-bid Project Definition must be made to the Contractor who offers the best value solution. State Finance Law § 163(4)(d) mandates that a contract for services (including technology) be awarded on the basis of best value which takes into consideration cost as well as technical or non-cost factors.*  *It is the responsibility of the Authorized User to develop the award methodology for the mini-bid using a best value approach. For certain service and technology contracts, best value can be equated to lowest price where all requirements have been met by the Contractor, and the Project Definition Template is set up to award on the basis of lowest price as a default.*  *However, the Authorized User may choose to apply a weight and subsequent evaluation points to the Technical portion of the Contractor’s proposal for items including but not limited to minimum preventive maintenance requirements to be included in the Contractor’s Maintenance Control Plan, staffing information, key personnel interviews, etc. Please note that if the Authorized User chooses to include a technical evaluation of the Contractor’s mini-bid proposals, it is the responsibility of the AU to develop the award methodology, create evaluation and scoring criteria and update the Project Definition to reflect the weights of the technical and Cost evaluations prior to the distribution of the Project Definition. The evaluation weight assigned to the Technical evaluation shall not exceed 70% of the total score, and Cost evaluation shall be no less than 30% of the total score.*  *Also, if the Authorized User chooses to weight the Technical portion of the Contractor’s proposal and is subject to the requirements of the State Finance Law, State Finance Law Section 163(1),(j) allows the inclusion of a quantitative factor for offerers that are small businesses or certified minority- or women-owned business enterprises (MWBEs) as defined in subdivisions one, seven, fifteen and twenty of section three hundred ten of the Executive Law. It is recommended that up to 5% of the total technical evaluation scale be awarded to a Proposer who meets one of these criteria. In addition, if the Authorized User includes a quantitative factor in its evaluation, as part of the Mini-Bid process it must obtain a certification from each Contractor indicating whether such Contractor is a small business pursuant to Executive Law Section 310(20). The Authorized User must use the directory of New York State Certified MWBEs to verify a Contractor’s status as a MWBE.)* |
| An award will be made to the Contractor who offers the best value solution.  Evaluation Weights: Technical\*: Pass/Fail Financial/Cost: 100%  MWBE Technical evaluation weight\*: Pass/Fail  \* indicate pass/fail when Financial is 100% |

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| Mini-Bid Proposal Validity |
| All Contractor responses to Authorized User Mini-Bid Project Definitions must remain open and valid for at least 60 days from the Mini-Bid opening date, unless the time for awarding the Mini-Bid is extended by mutual consent of the Authorized User and the Contractor. A Contractor’s Mini-Bid response shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60 day period until either tentative award of the Mini-Bid by the Authorized User is made or withdrawal of the Contractor Submission in writing by the Contractor. Tentative award of the Mini-Bid shall consist of written notice to that effect by an Authorized User to a successful Contractor, who shall thereupon be obligated to execute a formal Mini-Bid. |

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| Introduction |
| *(An Authorized User may use this section to introduce their organization to the Contractor pool. The introduction should be kept brief and contain the information in the box below.* |
| This Mini-bid is being distributed to the Contractors awarded under Region Insert REGION No. and Lot(s) Insert Lot No(s). to acquire Lift Equipment preventive and corrective maintenance services for Insert Authorized User Name, an Authorized User of OGS Centralized Contract Award 22913.   * The purpose of this Mini-bid is to obtain Proposals for Insert Project Name as detailed in this document and any attachments(s) that may be included. * Responses will only be accepted from Contractors listed under Award #22913 for the Region and Lot(s) indicated above. * At some point prior to the Authorized User’s approval of the Contractor’s Maintenance Control Program (MCP), the Authorized User must ensure that licensing requirements are met by the Contractor.   (<https://data.ny.gov/d/yhhc-99ih>)   * At some point prior to the Authorized User’s approval of the Contractor’s Maintenance Control Program (MCP), the Authorized User must ensure licensing requirements are met by Contractor staff/representatives.   (<https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y>)   * Responses which include pricing in excess of the “maximum Not-To-Exceed price” awarded to the Contractor for the Region and Lot(s) indicated above must be rejected by the Authorized User. |

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| Authorized User Procurement Rights |
| *(An Authorized User should use this section to identify any additional reserved rights that they wish to include in order to provide additional protections. Additional rights are those beyond the rights included in the OGS Centralized Contract.)* |
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| Key Events and Dates |
| *(An Authorized User should use this section to identify all dates and times associated with this Mini-Bid. There may be additional key events the Authorized User may wish to add.)* |
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| **Event** | **Date** | **Time** |
| Mini-Bid Release | **Enter Date** | **Enter Time** |
| Pre-Bid Conference/Mandatory Site Visit | **Enter Date** | **Enter Time** |
| Contractor Question Period End | **Enter Date** | **Enter Time** |
| Authorized User Answer Issuance Deadline | **Enter Date** | **Enter Time** |
| Intent to Bid Deadline *(if included, mandatory or optional at Authorized User’s discretion)* | **Enter Date** | **Enter Time** |
| Bid Opening / Mini-Bid Response Due Date | **Enter Date** | **Enter Time** |
| Please note: **Insert Authorized User Name** will not accept any Mini-Bid responses received after **[****Enter Day, Date and Time Bids are Due].** | | |

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| Pre-Bid Conference/Mandatory Site Visit |
| *(Pre-bid site visits are mandatory for all mini-bid project definitions. Authorized User must enter the details for the Pre-Bid Conference/Mandatory Site Visit in the Mini-bid Project Definition. Please include details such as: Date, Time and Location of the conference; state that participation is mandatory for Contractors; how to register; any requirements for advanced submission of questions in writing; and any building access requirements.)* |
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| Intent to Bid |
| *(With the release of the Mini-bid Project Definition to all Contractors in the appropriate Region and Lot(s), an Authorized User may request that Contractors submit a notice of their Intent to Bid. If requested, a deadline date for the Intent to Bid submission must be included in the Key Events and Dates section. Submission of the Intent to Bid may be mandatory or optional at the Authorized User’s discretion. Contractors that submit an Intent to Bid are not required to submit a response to a Mini-Bid.)* |
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| MWBE Goals, Utilization and Staffing Plans |
| (*OGS determined that the only participation opportunities for minority- and women-owned business enterprises (“MWBEs”) was for materials and supplies, which are typically purchased in bulk, rather than for particular engagements. Therefore, OGS set the participation rate for MWBEs on the Contracts awarded by OGS resulting from this solicitation shall be equal to or greater than 10% of the State Agency and Authority) spend at the Centralized Level. MWBE goals should not be included in State Agency or Authorities (as defined in New York State Executive Law §310 and hereinafter referred to as “State Agency”) Mini-bids nor should any State Agency request Equal Employment Opportunity Staffing Plans or Workforce Participation reports. MWBE and EEO participation is being tracked at the centralized level.*  *Other Authorized Users may have their own internal policies and procedures regarding MWBE participation goals to which they should adhere.)*  OGS has determined that the overall minority and women owned business enterprise (“MWBE”) participation rate for MWBEs on the Contracts resulting from this solicitation shall be equal to or greater than 10% of the State Agency spend. As part of this Mini-Bid, the Contractor agrees to fulfill the requirements contained in Section 3.16 of the Executed Contract. |

**Insert Project Name**

# 1. Project Overview

*(Provide a brief overview of the project. Fields may be modified or updated as required.)*

*[Enter text in the clear boxes provided.]*

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| 1.1 Project Background |
| (Please provide Contractors with a short summary of the Elevator, Escalator or Miscellaneous Lift Equipment preventive and corrective maintenance services needed by the Authorized User, including:   * *The facility(s) requiring service;* * *The Lot(s) that will be included in the Mini-Bid;* * *The number of Elevators, Escalators and/or Miscellaneous Lift Equipment requiring service.)* |

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| 1.2 Project Site Description |
| *(Describe the facility(s) where the Contractor will maintain the Lift Equipment. Include the following information for each building):*  *Facility Name:*  *Street Address:*  *City, State and Zip:*  *Contact name at the facility:*  *Contact number at the facility:*  *Facility Working Days (including Operating Hours):*  *Monday-Friday:*      AM to      PM  *Saturday:*      AM to      PM  Sunday:      AM to      PM  *Number of Days per year the Facility is open:* |

# Detailed Project Scope

*(An Authorized User should use this section to describe the Lift Equipment that will be maintained by the Contractor.)*

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| 2.1 Equipment to be serviced |
| *(Describe the Lift Equipment that will be maintained by the Contractor. The below tables are provided as examples to assist Authorized Users in completing this Section; Authorized Users may add additional data elements to the tables to meet the specific requirements of for their procurement.)*  **Manufacturer Codes:**  The following codes may be used for the manufacturer (Mfg):    A – Armor  B – Burlington  D – Dresser  G – Graves  H – Haughten  M – Mohawk  MG - Montgomery  O – Otis  S – Sedgewick  W – Westinghouse      **Table 1: Geared Traction Elevator Equipment (Lot 1)**   |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Facility Name | Elevator Number | Passenger or Freight | Mfr | Floors Served | Speed (Fpm) | Rated Load (pounds) | Freight Class | Essential | Estimated Hours of MCM\* | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |       **Table 2: Gearless Traction Elevator Equipment (Lot 1)**   |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Facility Name | Elevator Number | Passenger or Freight | Mfr | Floors Served | Speed (Fpm) | Rated Load (pounds) | Freight Class | Essential | Estimated Hours of MCM\* | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |   **Table 3: Hydraulic Elevator Equipment (Lot 2)**   |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Facility Name | Elevator Number | Passenger or Freight | Mfr | Floors Served | Speed (Fpm) | Rated Load (pounds) | Freight Class | Essential | Estimated Hours of MCM\* | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |   **Table 4: Escalator Equipment (Lot 3)**   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Facility Name | Escalator Number | Mfr | Floors Served | Speed (Fpm) | Width (inches) | Rise (feet) | Essential | Estimated Hours of MCM\* | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |   **Table 5: Dumbwaiter Equipment (Lot 4)**   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Facility Name | Dumbwaiter Number | Mfr | Machine Type | Floors Served | Speed (Fpm) | Rated Load (pounds) | Essential | Estimated Hours of MCM\* | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |   **Table 6: Wheelchair Lift Equipment (Lot 4)**   |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Facility Name | Wheelchair Lift Number | Mfr | Drive Train | Width (inches) | Depth (inches) | Rise (feet) | Rated Load (pounds) | Essential | Estimated Hours of MCM\* | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |   **Table 7: Stage Lift Equipment (Lot 4)**   |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Facility Name | Stage Lift Number | Mfr | Drive Train | Stage Width (inches) | Stage Depth (inches) | Rise (feet) | Rated Load (pounds) | Essential | Estimated Hours of MCM\* | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  | |  |  |  |  |  |  |  |  |  |  |   *\*Estimated Hours of MCM is the number of hours of Major Corrective Maintenance that the Authorized User anticipates that the Contractor will have to perform in one year of service. This number is given as the number of hours per year per piece of Lift Equipment and is listed separately for each piece of Lift Equipment in the Mini-Bid Project Definition.* |

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| 2.2 Specific Service Needs |
| *(Describe specific service needs such as any requirements for an On-site Mechanic and the hours that the mechanic will be required to be on site. Other examples of service needs that would be listed here include any unique administrative or reporting requirements. If services such as an On-Site Mechanic or the Preparation of Schematic Wiring Diagrams, which are included in the cost of the Monthly Maintenance Fee, are* ***not*** *required in the Mini-bid, then please so state in this section and require that the costs for such services be removed from the price bid for the Monthly Maintenance Fee in order to provide the most competitive bid.)* |

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| 2.3 Known Deficiencies of Lift equipment |
| *(Describe all known deficiencies of the Lift Equipment listed in the Mini Bid in this section for the Contractor’s use in bidding on Pre-Maintenance Repairs (See Section 7.28 of the Solicitation). If any additional deficiencies are identified during the mandatory site visit, such deficiencies shall be identified and addressed with a memorandum or other written notification released to all Bidders by the Authorized User.)* |

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| 2.4 Prevailing Wage Rate and supplemental benefit information |
| *(The Authorized User must provide an assumed Prevailing Wage Rate and Supplemental Benefit Rate that will be used for the evaluation of the Mini-bid Project Definition. Work being bid is subject to the prevailing wage rate provisions of New York State Labor Law Article 8. The applicable Prevailing Wage Rate Schedule for this project is* ***PRC # 2014008985 Elevator Constructor)***  Authorized User’s PRC #:  Assumed Prevailing Wage Rate for Elevator Mechanic =  Assumed Supplemental Benefit Rate for Elevator Mechanic =  Assumed Prevailing Wage Rate for Elevator Mechanic Helper =  Assumed Supplemental Benefit Rate for Elevator Mechanic Helper = |

*[Enter text in clear boxes provided.]*

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| 2.5 Limit on Subcontracting |
| *(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, 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 no limit is being imposed, then this section should be deleted.)*  The total of all subcontracting work during the term of the Mini-Bid shall not exceed      % of the total Mini-Bid value, exclusive of New York State certified MWBE firms, unless otherwise approved by the Authorized User. |

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| 2.6 Minimum Maintenance Requirements for Maintenance Control Program |
| *(At the discretion of the Authorized User, minimum maintenance requirements may be specified by the Authorized User in the Mini-bid Project Definition which the Contractor shall incorporate into the Contractor’s Maintenance Control Plan. If required by the Authorized User, the evaluation of this information must be included in the Authorized User’s evaluation methodology. If not required, then this section should be deleted.)*  The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventive maintenance for safe reliable operation, as specified by the manufacturer or the applicable ASME code, the Contractor shall perform the required additional preventive maintenance without additional cost to the Authorized User: |

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| 2.7 Licensing requirements met by contractor |
| *(At some point prior to the Authorized User’s approval of the Contractor’s Maintenance Control Program (MCP), the Authorized User* ***must*** *ensure that licensing requirements are met by the Contractor. This is a mandatory requirement that has to be completed before the MCP plan is approved. (*[*https://data.ny.gov/d/yhhc-99ih*](https://data.ny.gov/d/yhhc-99ih)*)*  *At the discretion of the Authorized User, the Authorized User* ***may require this to be done in the Mini-Bid Project definition****. If this is required in the Project Definition, the Contractor shall provide proof they currently hold an “Elevator Contractor License’ through the Department of Labor.*  *Confirmation that a company has a Business License to Design, Construct, Maintain and Repair Elevators and Conveyances or to Inspect Elevators or Conveyances can be found through the Department of Labor via https://data.ny.gov/Government-Finance/Business-License-to-Design-Construct-Maintain-and-/yhhc-99ih .)*  *If not required for the mini-bid Project Definition, then this section should be deleted.)*  The Contractor must provide confirmation and/or proof that they meet licensing requirements upon request by the Authorized Users. |

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| 2.8 Licensing requirements met by contractor Staff/representatives |
| *(At some point prior to the Authorized User’s approval of the Contractor’s Maintenance Control Program (MCP), the Authorized User* ***must*** *ensure licensing requirements are met by Contractor staff/representatives. This is a mandatory requirement that has to be completed before the MCP plan is approved. (*[*https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y*](https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y)*)*  *At the discretion of the Authorized User, the Authorized User* ***may require this to be done in the Mini-Bid Project definition****. If this is required in the Project Definition, the Contractor shall provide confirmation and/or proof that Contractor Staff/Representatives are licensed by the Department of Labor.*  *If the Authorized User is requiring this to be completed in the Mini-Bid Project definition, then it is highly recommended the Authorized User either request the Contractor* *to directly provide proof of licensing for all individuals that are staff/representatives and/or use the information provided in Section 2.9 (Staffing Information) below to check the New York State Department of Labor website for it (https://data.ny.gov/Government-Finance/Individuals-License-to-Construct-Inspect-Maintain-/8542-7e9y).*    *If not required for the mini-bid Project Definition, then this section should be deleted.)*  The Contractor must provide proof that their staff/representatives meet licensing requirements upon request by the Authorized Users. |

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| 2.9 Staffing Information |
| *(At the discretion of the Authorized User, the Contractor can be required to submit proposed staffing information (names of elevator mechanics, years of experience, etc.) with their response. If required by the Authorized User, the evaluation of this information must be included in the Authorized User’s evaluation methodology. If not required, then this section should be deleted.)*  The Contractor shall provide the following information for the staff proposed to be used during the term of the Mini-bid Agreement:   |  |  |  | | --- | --- | --- | | **Employee Name** | **Title** | **Years of Experience** | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |  |  |  | |

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| 2.10 Pollution Legal Liability Insurance |
| *(If the scope of the Mini-bid Project Definition involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable state and federal laws and regulations, then the Contractor is required to obtain Pollution Legal Liability Insurance that meets the requirements of this section and must provide it to the Authorized User with their Mini-bid response. If the scope does not include this type of work, but during the term of the Mini-bid Agreement work involving abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable state and federal laws and regulations becomes necessary or is added to the scope of the Mini-bid Project Definition , then the Contractor is required to supply Pollution Legal Liability Insurance that meets the requirements of this section to the Authorized User within ten (10) business days of request. at that time. The Authorized User reserves the right to suspend work in accordance with Appendix B section 45 until the required insurance is provided.)*  ***(Choose one of the following two options. Delete the not selected option:)***  *(Option 1:)*  The Contractor shall submit, with their Mini-bid response, proof of coverage for the following insurance:  *(Option 2:)*  *If during the term of the Mini-bid Agreement work involving abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable state and federal laws and regulations becomes necessary or is added to the scope of the Mini-bid Project Definition , then the Contractor is required to supply Pollution Legal Liability Insurance that meets the requirements of this section to the Authorized User within ten (10) business days of request. at that time . The Authorized User reserves the right to suspend work in accordance with Appendix B section 45 until the required insurance is provided.*  ***Pollution Legal Liability Insurance.*** If the scope of the Mini-bid Project Definition involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any pollutants, which includes but are not limited to, petroleum, petroleum product, hazardous material or substance including asbestos, lead, fungus and those as defined by applicable state and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the Mini-bid Agreement, and for two years after completion thereof, pollution legal liability insurance with limits not less than $2,000,000.00, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit or proceedings against the People of the State of New York, the New York State Office of General Services and any Authorized User of any Contract resulting from this solicitation and their officers, agents, and employees, arising from the Contractor’s work. The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents, and employees shall be named as additional insureds under such coverage and the coverage shall be primary to any other insurance that may be available to the People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents, and employees, for any claim arising from the Contractor’swork under any Contract resulting from this solicitation, or as a result of the Contractor’sactivities.  This requirement applies to mold as well, if excluded in the Commercial General Liability policy.  If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48 03 06 or CA 00 12 03 06) as well as proof of MCS 90. |

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| CONTRACTOR RESPONSE TEMPLATE |

**Contractor: When the Authorized User provides for electronic submission, please convert this executed document to PDF, attach this PDF with the Contractor’s full submission, and e-mail before the Mini-Bid Deadline.**

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| **The Contractor Submission must be fully and properly executed by an authorized person.  By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Mini-Bid (including any Questions/Answers or addendums), the OGS Centralized Contract and that all information provided is complete, true and accurate.**  *(Where Procurement Lobbying Law is applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User’s procedures relative to permissible contacts.  Information may be accessed at: Procurement Lobbying:* [*http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html*](http://www.ogs.ny.gov/aboutOgs/regulations/defaultAdvisoryCouncil.html)*)* |
| **The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this Mini-Bid or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the Mini-Bid must be received as specified in Key Dates and Events. Contractor assumes all risks for timely, properly submitted deliveries of this Mini-Bid response. A Contractor is strongly encouraged to arrange for delivery of Mini-Bid responses prior to the date of the bid opening. LATE MINI-BID RESPONSES may be rejected. The received time of Mini-Bid responses will be determined by the clock at the Authorized User’s location.** |

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| **Contractor’s Federal Tax Identification Number**  *(Do Not Use Social Security Number)* | **Contractor’s NYS Vendor Identification Number** | |
|  |  | |
| Legal Business Name of Company Responding (must match the OGS Centralized Contract): | | |
| D/B/A – Doing Business As (if applicable): | | |
| OGS Centralized Contract Number: | | |
| Contractor’s Signature:  Title: | | Printed or Typed Name:    Date: |
| * CONTRACTOR DECLINES TO RESPOND TO THE MINI-BID for the following reasons: | | |
|  | | |

**INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT**

|  |  |
| --- | --- |
| **STATE OF**       **}**  **} SS.:**  **COUNTY OF**       **}**  On the     \_\_\_\_\_\_day of      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the year 20   \_\_, before me personally appeared      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_ maintains an office at      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and further that: | |
|  | |
| **[Check One]** | |
| ☐ | **If an individual): \_\_** executed the foregoing instrument in his/her name and on his/her own behalf. |
| ☐ | **If a corporation): \_\_** is the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_ is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, **\_\_** executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation. |
| ☐ | **If a partnership): \_\_** is the **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, the partnership described in said instrument; that, by the terms of said partnership, \_he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership. |
| ☐ | **If a limited liability company): \_\_** is a duly authorized member of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** LLC, the limited liability company described in said instrument; that \_he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company. |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  **Notary Public**  **Registration No.** | |

**AUTHORIZED USER APPROVAL:**

|  |  |
| --- | --- |
| Mini-bid Agreement Number: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | *(to be provided by OGS Procurement Services)* |
| By: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Print Name: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

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| 3.0 Contractor’s financial submission |
| *(The following is an example of all elements that must be included in a Contractor’s financial submission document. Please note that these tables must be modified to fit the specific Lift Equipment included in the Mini-bid.)*  **Section A: Fees and Markup Rates**  The Contractor shall provide a Monthly Maintenance Fee, Fire Service Testing Fee (if applicable), Labor Markup Rate and Materials Markup Rate for the equipment listed in the Tables below. These fees shall not exceed the rates established in the centralized contract.  **Table 8: Geared Traction Elevator Equipment (Lot 1)**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Elevator Number | Monthly Maintenance Fee  ($ per month) | Fire Service Testing Fee  ($ per month) | Labor Markup Rate (%) | Materials Markup Rate (%) | | 1 |  |  |  |  |  |  | | 1 |  |  |  |  |  |  | | 1 |  |  |  |  |  |  |     **Table 9: Gearless Traction Elevator Equipment (Lot 1)**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Elevator Number | Monthly Maintenance Fee  ($ per month) | Fire Service Testing Fee  ($ per month) | Labor Markup Rate (%) | Materials Markup Rate (%) | | 1 |  |  |  |  |  |  | | 1 |  |  |  |  |  |  | | 1 |  |  |  |  |  |  |   **Table 10: Hydraulic Elevator Equipment (Lot 2)**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Elevator Number | Monthly Maintenance Fee  ($ per month) | Fire Service Testing Fee  ($ per month) | Labor Markup Rate (%) | Materials Markup Rate (%) | | 2 |  |  |  |  |  |  | | 2 |  |  |  |  |  |  | | 2 |  |  |  |  |  |  |   **Table 11: Escalator Equipment (Lot 3)**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Escalator Number | Monthly Maintenance Fee  ($ per month) | Fire Service Testing Fee  ($ per month) | Labor Markup Rate (%) | Materials Markup Rate (%) | | 3 |  |  |  |  |  |  | | 3 |  |  |  |  |  |  | | 3 |  |  |  |  |  |  |   **Table 12: Dumbwaiter Equipment (Lot 4)**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Dumbwaiter Number | Monthly Maintenance Fee  ($ per month) | Fire Service Testing Fee  ($ per month) | Labor Markup Rate (%) | Materials Markup Rate (%) | | 4 |  |  |  |  |  |  | | 14 |  |  |  |  |  |  | | 14 |  |  |  |  |  |  |   **Table 13: Wheelchair Equipment (Lot 4)**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Wheelchair Number | Monthly Maintenance Fee  ($ per month) | Fire Service Testing Fee  ($ per month) | Labor Markup Rate (%) | Materials Markup Rate (%) | | 14 |  |  |  |  |  |  | | 14 |  |  |  |  |  |  | | 14 |  |  |  |  |  |  |   **Table 14: Stage Lift Equipment (Lot 4)**   |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Stage Lift Number | Monthly Maintenance Fee  ($ per month) | Fire Service Testing Fee  ($ per month) | Labor Markup Rate (%) | Materials Markup Rate (%) | | 4 |  |  |  |  |  |  | | 4 |  |  |  |  |  |  | | 4 |  |  |  |  |  |  |   **Section B: Pre-Maintenance Repairs**  The Contractor shall provide a description of all Pre-Maintenance repairs and the number of Labor Hours and Material Costs to complete the repairs. This must be stated as a maximum not to exceed amount. These fees shall not exceed the rates established in the centralized contract.  **Table 15: Pre-Maintenance Repairs**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | Lot | Facility Name | Lift Equipment Identification Number | Description of Pre-Maintenance Repairs | Labor Hours | Material Costs | | 1 |  |  |  |  |  | | 2 |  |  |  |  |  | | 3 |  |  |  |  |  | | 4 |  |  |  |  |  | |