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RFB #425-1 ELVMS-2026  
Elevator Service Contract

**Elevator Service Contract**

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## **Elevator Service Contract**

### **SECTION I. INTRODUCTION**

The Yonkers Parking Authority intends to contract with Qualified Providers that are experienced in routine, preventive maintenance, On-Call and emergency services for commercial and industrial Elevator repair and service for two (2) of its municipal parking facilities. The first parking facility is the Buena Vista Parking Garage located at 8 Buena Vista Ave., Yonkers, NY 10701. The second is the Government Center Garage located at 118 New Main Street, Yonkers, NY 10701.

Contract Term: May 1, 2026 to December 31, 2027

One original hard copy of the completed proposal MUST be received no later than Friday, April 17, 2026 at 4:00 p.m. EST.

Faxed or Electronic submissions will not be accepted for the proposal. Once received, submissions will not be returned. All submissions must include a signature.

The Yonkers Parking is not responsible for any internal or external delivery delays, which may cause the RFP to arrive beyond the deadline. No materials will be accepted after the deadline.

An YPA evaluation committee will review the proposals and may conduct interviews with one or more of the qualified proposers as part of the final selection process. Proposers may be asked to make a presentation to the evaluation committee.

Upon the approval of the Yonkers Parking Authority Board, the Service Contract will remain in effect for the remainder of 2026 and one (1) additional year. Upon the mutual agreement of both parties, the Service Contract maybe renewed in one (1) year increments at the rates, terms and conditions submitted in the original proposal for a total period not to exceed three (3) years.

The YPA reserves the right to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deem to be in its best interest.

While the YPA reserves the right to negotiate with any and all proposers regarding the information which is requested in this RFP, each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment/ exhibit, or for submitting incomplete or non-responsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and certification of proposals as fully complete and responsive.

**NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE YPA FOR SUBMISSION TO THE BOARD OF CONTRACT & SUPPLY FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE YPA.**

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Proposers are advised that the contents of this RFP and the successful Proposer's Technical and Cost Proposal, as submitted or negotiated, will be incorporated into the resultant agreement.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE YPA, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

Prospective proposers are reminded that it is their responsibility to ensure that they receive all addenda.

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**SECTION II. INFORMATION FOR PROPOSERS**

**A. SCOPE OF WORK**

The Contractor shall provide a preventive maintenance program in accordance with a maintenance schedule specific to our equipment and usage. The Contractor on an as needed basis shall also provide Repairs and/or On-call/Emergency Service. By seeking proposals from contractors, the YPA does not represent that it will utilize the successful bidder's services any guaranteed number of times over the course of the year.

A. A Preventive Maintenance Services to be performed include: Systematically and regularly, as required, examine, adjust, repair and lubricate components including the following:

• Machine	Worm shaft bearings – thrust bearing – gear shift bearings – slack cable device – machine limit device – gear oil - packing
• Motor	Armature – commutator – field coils – interpole coils – brushes – brush holders – rotor – stator windings – slip rings – motor bearings – motor oil
• Motor-generator	Armature – commutator – field coils – interpole coils – brushes – brush holders – rotor – stator windings – slip rings – motor bearings – motor oil
• Brake	Linings – magnet coils – linkage – brushings – contact springs – plunger – dashpot – adjusting screws
• Controller	Magnet coils – carbon contacts – shunts – springs – fuses – insulators – resistors – rectifiers – timing devices – overlord heaters – relays – contactors – switches – capacitors – overloads – terminal blocks – plug connectors – wired components
• Selector	Sheaves – drive chains, cables and tapes – contacts – floor bars – springs shunts – reduction gears – selector carriage – advance motors – coils – wired components – fixed tape – fastenings – tape guides
• Wiring	Rubber traveling control cables – hoist way control wirings
• Hoist way	Hoist way limit switches – car limit switches – speed governor – bearing boxes – governor tension sheave – interlocks – door rollers – buffers – counterweight guide shoes – bottom door guides
• Car	Guide shoe linings – guise shoe rollers – leveling units – car door operator motor – belts – rears – cables – sheaves – gate switch – safety edge – photo electric devices
• Signals	Push buttons – contacts – indicator lights – hall lanterns

B. On-Call Elevator Services to be performed include:

1. On-call Elevator Service includes response to service requests well as emergency response for related elevator needs.
2. Includes but is not limited to all labor, materials, equipment, tools, supplies and supervision necessary for the service, repair, maintenance, replacement, installation and/or upgrade of elevator systems in YPA facilities.

The majority of work is scheduled to be done during a normal workday, 8:30 am – 4:00 pm. Monday thru Friday. However, some of these services, due to emergencies and/or special events, may be required to be done after normal workday hours or weekends.

The Contractor must respond to YPA service request, by phone, not more than eight (8) hours after receiving a service request call and must be prepared to have an employee on site within twenty-four (24) hours of phone call. If service is an emergency, The Contractor must respond by phone within one (1) hour and work must be started within four (4) hours.

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A site visit to a location identified in advance must be scheduled in a reasonable period. This should normally occur within forty-eight (48) hours, but needs and circumstances will vary, it is expected that The Contractor will accommodate the needs accordingly. All appointment made between The Contractor and YPA must be kept unless both agree to a change. Failure on The Contractor's part to keep appointments may result in the termination of the contract.

It shall be the responsibility of the Contractor to supply all necessary labor, tools and equipment to perform the work as requested to the extent that supplies, materials and parts are required to perform work. The Contractor shall be responsible for obtaining such supplies and materials if not provided by the YPA. Such supplies, materials and parts shall be of good quality and the cost of such shall be billed as reflected in the bid document.

It shall be the responsibility of the Contractor to provide at their own cost and expense all safety devices as may be required by the project manager, YPA or City of Yonkers. All work must comply with applicable Federal, State, and local laws, rules, and regulations.

It shall be the responsibility of the Contractor for removal of all waste material from the job site and for its lawful disposal. The Contractor shall, on a daily basis, thoroughly clean and keep clean the work site, all roadways, sidewalks, and other indoor and outdoor areas in connection with this Work.

It shall be the responsibility of the Contractor to be available to provide hourly rates of labor on scheduled, as well as on an "as needed" and/or "on-call basis, for providing repairs and/or replacement (new) of equipment 24 hour, 7 days a week, holidays included. The YPA reserves the right to utilize another Electrical Contractor if The Contractor fails to respond timely to an emergency. By seeking proposals from contractors, the YPA does not represent that it will utilize the successful bidder's services any guaranteed number of times over the course of the year.

### **Repairs OUTSIDE the Scope of Work**

Repairs that fall outside of the scope of work listed shall be reported to authorized YPA personnel. Upon approval, the Contractor shall submit a quotation in writing for any work that needs to take place. All quotes/estimates for work will be done at no cost to the YPA.

### **Guarantees and Warranties**

All Parts and labor related to agreements must be guaranteed and include a warranty. If any work is unable to be guaranteed, the Contractor must inform the YPA, in writing, prior to the delivery of an item or any work being performed.

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### **Compensation**

Payment by the YPA for the services herein will be made after the Contractor submits an itemized invoice and a signed copy of Service Work Order. Payment shall be made on a monthly basis, thirty (30) days after receipt of such billing statement.

#### 1) Invoices must include

- date of service
- location of work
- nature of complaint
- time-in/time-out of location
- action taken/equipment serviced
- repairs/labor furnished
- itemized list of parts used to complete repair/s including unit list pricing and net pricing

## **B. PROPOSAL REQUIREMENTS AND EVALUATION:**

### **1. PROPOSAL EVALUATION CRITERIA:**

- a. Direct experience providing the services requested by this RFP; including professional qualifications, years of experience, type of experience, personal background, and resume(s) of the individuals who will provide services pursuant to this RFP;
- b. References;
- c. Evaluation of the Statement of Work;
- d. Demonstrated capacity to perform the work described herein;
- e. Total cost of service to be provided; and
- f. A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.

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### 2. PROPOSAL REQUIREMENTS:

- a. PACKAGES MUST BE MARKED: “RFP 425-1: Elevator Service”
  - b. Provide a brief history and description of your firm.
  - c. Identify the individual that will act as program manager for this contract.
  - d. Description of the proposer's approach and plan for accomplishing the work outlined in **Paragraph A- Scope of Work** above, in a detailed narrative. This approach and plan shall describe the Proposer's software solution and its' deployment methodology.
  - e. Cost Proposal. While cost is only one of the factors the YPA will consider in selecting a Contractor, the YPA will only enter a contract if a firm's Cost Proposal, as submitted or negotiated, is reasonable in the YPA's sole judgment. The firm shall derive its compensation based on all deliverables, and all labor (professional and clerical), benefits, overhead, profit, and all other costs required to perform the work outlined in the Scope of Services—including, but not limited to, per diem, reports, communications, etc. The firm is also encouraged to propose alternative methods of compensation, e.g. Contingency fee arrangements and fixed fee arrangements.
  - f. Fully completed Schedules as attached hereto.
  - g. The proposal cover letter signed by a person authorized by the proposer to make a binding proposal must set forth that “this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of 120 calendar days from the deadline for acceptance of proposals as set forth herein.”
  - h. Technical and Cost Proposals must be submitted at the same time (one original hard copy). Do not include any elaborate marketing or advertising materials— submit on 8.5” x 11” paper in a lean and concise format. Technical and Cost Proposals must be signed by a duly authorized official of the firm, with the person's name and title printed below the signature.
  - i. After receipt of Proposals, Proposers may be requested to make an oral presentation. Proposers unable or unwilling to make oral presentations may be removed from consideration.
3. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the YPA. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the YPA.
  4. Modified Proposals. A Proposer may submit a modified Proposal to replace all or any portions of a previously submitted Proposal up until the Proposal Due Date and Time and, if discussions have begun, up until the Due Date and time established for submission of Best and Final Offers. The Evaluation Committee shall consider only the latest timely version of the Proposal.
  5. Proposals MUST be signed. Unsigned proposals will be rejected.

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6. A Proposal shall be irrevocable for a period of 120 calendar days from the Proposal Due Date and Time. A Proposal may be withdrawn in writing before the Proposal Due Date and Time or, if discussions have begun up until the Due Date and Time set for the submission of Best and Final Offers.
7. Late proposals will not be accepted.
8. Requests for clarification of this RFP MUST be written and submitted to Mr. Scott Cabot, Purchasing, Yonkers Parking Authority, 8 Buena Vista Avenue, Yonkers, NY 10701, [scott.cabot@yonkersny.gov](mailto:scott.cabot@yonkersny.gov) (e-mail).

### **C. PROPOSAL INFORMATION SESSION**

9. Will take place at the Yonkers Parking Authority's main office, 8 Buena Vista Ave, Yonkers, NY 10701, on Thursday ARIL 16, 2026 at 10:00 AM

### **D. CONTRACT AWARD**

1. The Contract resulting from this solicitation shall be awarded to the Proposer the YPA considers most qualified and whose Proposal the YPA determines to be the most advantageous to the YPA, based on the evaluation factors set forth in the RFP.
2. Proposer must comply with any and all federal, state, and local laws, rules and regulations, and executive orders applicable to the subject matter of this contract, including Equal Employment Opportunities (EEO), Civil Rights, MacBride Fair Employment Principles, and the New York State Labor Law, NYS Vehicle and Traffic Law, and the City Code of the City of Yonkers.
3. After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the Yonkers Parking Authority, subject to all required oversight approvals, and will not be binding until signed by both parties.

### **E. LEGAL UNDERSTANDINGS**

1. The Yonkers Parking Authority reserves the right to cancel this RFP at any time, if the YPA deems it to be in its best interest. In no event shall the YPA have any liability whatsoever for cancellation of an award before execution of a contract. A Proposer assumes sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of a contract.  
A Proposer shall not have any rights against the YPA arising from an invitation to enter negotiations or to submit a Best and Final Offer.

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2. By submission of a proposal in response to this RFP, proposing entity agrees to and understands:

That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the YPA and is not a bid under Section 103 of the New York State General Municipal Law;

  - a. Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the YPA for the required services
  - b. By submitting a proposal, the proposing entity agrees and understands that the YPA is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
  - c. That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the YPA, the City of Yonkers, its elected officials, officers, employees or agents, shall not be binding against the YPA or the City of Yonkers, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP, subject to all oversight approvals, is duly executed by both parties.
  
3. The YPA reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the YPAs' Procurement Policy, as amended:
  - a. To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
  - b. To reject all proposals;
  - c. To issue additional solicitations for proposals and/or amendments to this RFP;
  - d. To waive any irregularities in proposals received after notification to all proposers;
  - e. To negotiate for amendments or other modifications to proposals;
  - f. To conduct investigations with respect to the qualifications of each proposer;
  - g. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
  - h. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
  - i. To select the proposal that best satisfies the interests of the YPA and not necessarily based on price or any other single factor in the evaluation criteria.

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4. While this is an RFP and not a bid, the YPA reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
5. The YPA assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
6. The YPA is not responsible for any internal or external delivery delays, which may cause any proposal to arrive beyond the stated deadline.
7. Delinquent proposer(s)/contractor(s) shall not be deemed responsible for purposes of awarding a contract. It is the policy of the YPA to disqualify persons or business entities, which are delinquent in financial obligations to the City of Yonkers or its affiliated agencies, boards, or commissions from participating in YPA contracts and business opportunities.

### F. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall and provide justification why such material, upon request, should not be disclosed by the YPA, and insert the following notice in the front of its proposal:

1) **“NOTICE**

**The data on pages \_\_\_ of this proposal identified by an asterisk (\*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer's competitive position.**

**The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the YPA considers proper under the law. If the YPA enters into an agreement with this proposer, the YPA shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

And;

- 2) Clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **"\* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

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The YPA assumes no liability for disclosure of information so identified, provided that the YPA has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal, which is accepted by the YPA, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

### **G. INDEMNIFICATION AND INSURANCE**

The proposer agrees to indemnify and hold free and harmless the YPA and the City of Yonkers, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this ensuing contract or which are incidental to or are in any way connected with its proposal.

The indemnification provided herein shall obligate the proposer to defend at the proposer's own expense or to provide for any defense (as determined by the YPA and the City of Yonkers), for any and all claims of liability and all suits, actions, or claims that may be incurred by the YPA and the City of Yonkers, in consequence of actions or inaction's relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If the proposer is awarded the contract, the YPA and the City of Yonkers, and the contractor shall be named as additional insureds on all policies obtained by the contractor and Certificates of Insurance shall be furnished to the YPA and City of Yonkers by the contractor. (See **SCHEDULE "A"**)

General liability and workers' compensation insurance are required for this contract, and the YPA and the City of Yonkers must be listed as additional insureds for all policies. If another use is contemplated, the Corporation Counsel may require other insurance depending on the intended activity.

All policies shall be obtained from companies licensed to conduct business in the State of New York. Companies providing insurance coverage shall be required to have nothing less than an "A" rating or better by the A.M. Best Company of Oldwick, New Jersey.

Insurance coverage in amount and form shall not be deemed acceptable until approved by the City of Yonkers, Corporation Counsel's Office. The Corporation Counsel may alter insurance requirements at his discretion.

During the life of this agreement, the successful proposer will acquire, maintain, and provide proof of insurance covering worker's compensation, employer's liability, commercial general liability, and professional liability.

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### **H. ASSIGNMENT**

The successful proposer shall not assign or subcontract any portion of the operation without prior written approval from the YPA. If the proposer intends as part of its proposal to subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the YPA awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the YPA, such that the successful proposer shall be responsible for the entire contract.

### **I. INDEPENDENT CONTRACTOR**

The successful proposer and its employees will operate as an independent contractor(s) and not an agent or employee of the YPA or City of Yonkers.

### **J. COMPLIANCE WITH LAW**

The successful proposer shall comply with all applicable local, state and federal laws and regulations at its sole cost and expense. Neither the successful proposer, nor any person acting on behalf of the successful proposer, shall discriminate against any individual based on race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any YPA or City of Yonkers facilities. The successful proposer shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities.

The successful proposer shall comply, at its sole cost, with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, NYS Vehicle and Traffic Law, the City Code of the City of Yonkers, the Westchester County Sanitary Code, and all amendments and additions thereto.

### **K. NON-COLLUSION**

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the City of Yonkers, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance

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of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any YPA employee, officer or official.

### L. CONFLICT OF INTEREST

The award of a contract is subject to provisions of all Federal, State and County laws. All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the YPA or City of Yonkers. Further, all firms must disclose the name of any YPA or City employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

### M. MBE/WBE

Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City of Yonkers to use its best efforts to encourage and promote an increased participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City. Therefore, the City asks Proposers to complete the questionnaire attached hereto as **SCHEDULE "B."**

### N. MACBRIDE PRINCIPLES

Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto. Therefore, the YPA and City of Yonkers asks Proposers to complete the certification attached hereto as **SCHEDULE "C."**

### O. IRAN DIVESTMENT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Consultant shall complete **SCHEDULE "D"**, an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

### P. RELATIONSHIPS TO CITY

Proposers are required to complete the questionnaire entitled "Contractor Disclosure Form" attached hereto as **SCHEDULE "E."** In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised "Contractor Disclosure Form" to the City within ten (10) business days of such event.

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**SECTION III. COST PROPOSAL**

The undersigned, having carefully examined the scope of work for this RFP, shall annex as a schedule to and submit simultaneously with this RFP a detailed list setting forth the items that the undersigned hereby consents to furnish and deliver to the YPA in connection with this RFP ("Cost Proposal").

The Cost Proposal:

- a. Must provide a detailed and thorough breakdown of the costs contemplated by the Contractor in connection with the Contractor's services under this RFP;
- b. Should describe each cost component with a reasonable level of detail; and
- c. The Contractor shall include all contemplated costs.

Submitted by:

<b>Proposer's Name:</b>	
<b>Firm Representative:</b>	
<b>(Print Name)</b>	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

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**PROPOSAL RATE SHEET**

On-Call Elevator Service and Repairs includes but is not limited to the labor, materials, equipment, tools, and supervision necessary for the service, repair, maintenance, replacement, installation, and/or upgrade of the elevators located at GCG and BVG.

- **Proposed Rate should be for one (1) worker, one (1) hour ONLY.**
- **List OTHER as applicable.**
- **Business Hours are defined as Monday - Friday 8:30 am — 4:00 pm.**
- **Non-Business Hours are defined as scheduled any other after/before Business Hours, and all day/night Saturdays and Sundays.**

<b>BUSINESS HOURS</b>	<b>RATE</b>	<b>QUANTITY</b>
Mechanic		per HOUR
Apprentice		per HOUR
Other		per HOUR
<b>NON BUSINESS HOURS</b>		
<b>NON BUSINESS HOURS</b>	<b>RATE</b>	<b>QUANTITY</b>
Mechanic		per HOUR
Apprentice		per HOUR
Other		per HOUR
<b>EMERGENCY WORK</b>		
<b>EMERGENCY WORK</b>	<b>RATE</b>	<b>QUANTITY</b>
Mechanic		per HOUR
Apprentice		per HOUR
Other		per HOUR
<b>Additional Charges/Expenses</b>		
<b>Additional Charges/Expenses</b>	<b>RATE</b>	<b>QUANTITY</b>
Monthly Preventive Maintenance for Government Center Garage (GCG)		
Monthly Preventive Maintenance for Buena Vista Garage (BVG)		
Fireman's Recall Test		

Minimum Hours if Applicable:

Materials to be invoiced at actual cost plus \_\_\_\_\_ % (must provide copies of invoices)

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**ADDENDUMS AS NECESSARY**

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### **SCHEDULE "A"** **STANDARD INSURANCE PROVISIONS** **(Contractor)**

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the YPA and City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the YPA, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the YPA, the Contractor shall upon notice to that effect from the YPA, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the YPA, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the YPA.

In the event that claims, for which the YPA OR CITY OF YONKERS may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the City of Yonkers.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

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Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at [www.wcb.state.ny.us](http://www.wcb.state.ny.us) (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- (b) Employer's Liability with minimum limit of \$100,000.
- (c) Commercial General Liability Insurance with a minimum limit of liability in the aggregate amount of \$3,000,000 per occurrence a limit of \$1,000,000 for bodily injury, and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the YPA and the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:
  - (i) Premises - Operations.
  - (ii) Broad Form Contractual.
  - (iii) Independent Contractor and Sub-Contractor.
  - (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, the Contractor shall carry Professional Liability Insurance in the aggregate amount of three million dollars (\$3,000,000) and one million dollars (\$1,000,000) each incident, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

- (e) Automobile Liability Insurance with a minimum limit of liability in the aggregate amount of \$3,000,000 per occurrence a limit of \$1,000,000 for bodily injury, and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:
- (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.

## **Elevator Service Contract**

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the YPA or the City of Yonkers (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance. Any policies of the YPA and/or the City of Yonkers be non-contributory.

(b) The clause "other insurance provisions" in a policy in which the YPA is named as an insured, shall not apply to the YPA.

(c) The insurance companies issuing the policy or policies shall have no recourse against the YPA or the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

### **SCHEDULE "B"**

#### **Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women**

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate

membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability

**Elevator Service Contract**

corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?

No

Yes (as a business owned and controlled by persons of color),      Yes (as a business owned and controlled by women)

2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?

No

Yes (as a MBE)

Yes (as a WBE)

**If yes, official documentation of such certification must be attached hereto.**

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply:\_\_\_\_\_

4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply:\_\_\_\_\_

5. Are you certified with the Federal Government as a small disadvantaged business concern?

Y

N

6. Name of Firm/Business Enterprise: \_\_\_\_\_

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

Completed By (Print Name/Title): \_\_\_\_\_

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

**Elevator Service Contract**

**SCHEDULE "C"**

**CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND**

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
  - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
  - (3) ban provocative religious or political emblems from the workplace;
  - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
  - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
  - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
  - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
  - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
  - (9) Appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the City receives information that the Contractor is in violation of paragraph "A", the City shall review such information and give the

**Elevator Service Contract**

Contractor opportunity to respond. If the YPA finds that such a violation has occurred, the YPA may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the YPA may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the YPA the difference between the contract price for the uncompleted portion of this Agreement and the cost to the YPA of completing performance of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the YPA would have paid the Contractor plus any reasonable costs the YPA incurs in any new procurement and if this is a construction contract, the YPA shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the YPA hereunder shall be in addition to, and not in lieu of, any rights and remedies the YPA has pursuant to this Agreement or by operation of law or in equity.

Agreed:

\_\_\_\_\_  
*(Legal Name of Person, Firm or Corporation)*

By: \_\_\_\_\_  
*(Signature of Authorized Representative)*

\_\_\_\_\_  
*(Title)*

Dated: \_\_\_\_\_

**Elevator Service Contract**

**SCHEDULE "D"**

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the YPA receive information that a Bidder/Contractor is in violation of the above-referenced certification, the YPA will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the YPA shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The YPA reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

SWORN to before me this \_\_\_\_\_ day  
Of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**Elevator Service Contract**

**SCHEDULE "E"**

**CONTRACTOR DISCLOSURE FORM**

**Instructions:** The Contractor Disclosure Form has been developed to collect information from contractors who wish to do business with the Yonkers Parking Authority, to ensure that the Yonkers Parking Authority is in compliance with all local, county, state and federal mandates.

1. Every Contractor submitting a bid or proposal to the YPA must complete and return a Contractor's Disclosure Form.
2. The Contractor's Disclosure Form must be complete and notarized. Failure to complete all parts of the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration.
3. In the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a complete Contractor's Disclosure Form.
3. If the Contractor is fully or partially owned by one or more corporations, each Corporation must submit a complete Contractor's Disclosure Form.
4. This Contractor's Disclosure Form need only be filed with the Purchasing Coordinator when submitting a bid for the first time in which this form is required. Any future bid or proposal submitted by the Contractor need only reference its previous submittal, the specification/contract number and the date the form was submitted.
5. Any changes in organizational structure, ownership, ethics compliance or any other material change of the Contractor shall require submission of an amended form within ten (10) working days of the change, which shall be submitted to the Purchasing Coordinator citing the contract name/number, if applicable.
7. Providing any, false, incomplete or inaccurate information in the Contractor's Disclosure Form will make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on contracts for a period of up to three (3) years.
8. A contractor shall not perform any work whatsoever without first having submitted a Disclosure Form.

Bid Name/Specifications: \_\_\_\_\_

Contractor Name:  
\_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**Elevator Service Contract**

List of all other Addresses of Contractor:

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(Assumed Name, if any): \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contractor Telephone No: \_\_\_\_\_

Contractor Fax No.: \_\_\_\_\_

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

Federal Employer I.D. # or Social Security #: \_\_\_\_\_

Supplier is a certified Minority/Women Business Enterprise: MBE \_\_\_ WBE \_\_\_ Neither \_\_\_

**A. DISCLOSURE OF OWNERSHIP INTEREST**

All Contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer with "NA." If the answer is none, please answer "none."

Supplier is a (check one): ( ) For Profit Corporation ( ) Sole Proprietor/Consultant  
( ) Partnership ( ) Not-For-Profit Corporation  
( ) Limited Liability Company ( ) Other: \_\_\_\_\_  
( ) Joint Venture

**SECTION I. FOR PROFIT CORPORATIONS**

a. Incorporated in the State of \_\_\_\_\_

b. Corporation in good standing: Yes ( ) No ( )

c. Authorized to do business in the State of New York: Yes ( ) No ( )

d. List below the names of all **Directors** and **Officers** of corporation (or Attach List):

Name (Print or Type) Title (Print or Type) Address

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**Elevator Service Contract**

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e. If the corporation has fewer than 100 shareholders indicate below or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
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f. Is the corporation owned partially or completely by one or more other corporations? YES ( )  
NO ( ). If "Yes", provide the above information, as applicable, for each of said corporations.

Name (Print or Type)	Address	Federal Employee ID#	Ownership Interest
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**Elevator Service Contract**

**SECTION 2. PARTNERSHIPS /LIMITED LIABILITY COMPANIES**

a. If the Contractor is a partnership or limited liability company indicate, or attach list, the name, address and ownership interest of each partner or member. Please identify the general partners for limited partnerships and managing members for limited liability companies.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SECTION 3. JOINT VENTURES**

a. If the Contractor is a joint venture indicate the name, address and ownership interest of each partner. Please attach a copy of the fully executed joint venture agreement.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**SECTION 4. SOLE PROPRIETORSHIPS / CONSULTANTS**

a. If the Contractor is a sole proprietor/consultant, is the Contractor acting in any representative capacity on behalf of any beneficiary? YES { } NO { }. If "YES" complete items b and c of this Section.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the name, address of the principal(s) for the agent or nominee holding such interest.

**Elevator Service Contract**

Name(s) of Principal(s) (Print or Type)

Address

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c. If the interest of a spouse or any party is constructively controlled by another person or legal entity indicate the name, address of such person or entity processing such control and the relationship under which such control is being or maybe exercised:

Name(s) of Principal(s) (Print or Type)

Address

Relationship

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**SECTION 5. NOT-FOR-PROFIT CORPORATIONS**

a. Incorporated in the State of \_\_\_\_\_

b. Authorized to do business in the State of New York: Yes ( ) No ( )

c. Is corporation a 501(c) 3 organization? Yes ( ) No ( )

d. List below the names of all **Directors** and **Officers** of corporation (or Attach List):

Name (Print or Type)

Title (Print or Type)

Address

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**Elevator Service Contract**

SECTION 6. LAND TRUSTS, BUSINESS TRUST, ESTATES & OTHER ENTITIES

If the Contractor is a land trust, business trust, estate or other similar commercial or legal entity, indicate the name, address and ownership interest of any representative or entity holding legal title as well as each beneficiary in whose behalf title is held.

Name (Print or Type) Address Ownership Interest

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**B. ETHICS CODE**

The Contractor acknowledges that it is familiar with the City of Yonkers Code of Ethics (City Charter Article IA), as amended from time to time.

\_\_\_\_\_ 1. To its knowledge, the Contractor is in compliance.

\_\_\_\_\_ 2. To its knowledge, the Contractor is **not** in compliance.

Does any individual who is required to be identified (in Part A, Sections 1 through 6 of this form) have any family member (or member of his or her household) who is a present or former employee of the YPA or City of Yonkers or a current or former member of the YPA Board or Yonkers City Council? Yes\_\_\_\_\_ NO\_\_\_\_\_.

If "Yes," please provide the name of such person, and explain briefly the relationship and the circumstances below:

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**Elevator Service Contract**

**D. DISCLOSURE OF RETAINED PARTIES**

**A. Definitions and Disclosure Requirements**

- 1. For purposes of this section, "Contractor" means a person or entity who within the past five years has had a Contract or purchase order with the YPA.
- 2. Every Contract and/or purchase order must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, accountants, consultants, subcontractors and other persons whom the Contractor has retained or expects to retain with respect to the Contract or purchase order. In particular, the Contractor must disclose the name of each person, business address, the nature of the relationship, and the amount of fees paid or estimated to be paid. For purposes of this section, "Lobbyist" means any person (a) who for compensation or on behalf of another person undertakes to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.
- 3. The Contractor is not required to disclose the identity of employees who are paid solely through the Contractor's regular payroll.

**B. Disclosure**

1. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the Contract or purchase order should be listed below (attach additional pages if necessary):

Name	Business Relationship	Address	FEIN#

2. This Disclosure relates to the following Contract/purchase order: \_\_\_\_\_

**CHECK HERE IF NO SUCH PERSONS HAVE BEEN RETAINED OR ARE ANTICIPATED TO BE RETAINED: \_\_\_\_\_**

**IF SUCH PERSONS ARE RETAINED, THE CONTRACTOR IS REQUIRED TO FILE AN AMENDMENT TO THIS CONTRACTOR'S DISCLOSURE FORM.**

**Elevator Service Contract**

**E. WORK RELATED DISCLOSURE**

For purposes of this section, "Controlling Person" means an affiliated entity or person who is a director, officer, partner, managing member, proprietor, owner of 10 % or more of voting shares, or any other individual that participates in the policy making, financial decisions or directs operations of the Contractor.

**If the answer to any of the following questions is "Yes", please indicate the responding party as either the Contractor or Controlling Person(s).**

1. In the past five years, has the Contractor or Controlling Person(s) existed or operated a business under another name?

YES\_\_\_ NO\_\_\_

If "Yes", list the name(s) used, description of the business, current status of the business, and years under current ownership.

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2. Has the Contractor or Controlling Person(s) previously performed work for the YPA?

YES\_\_\_ NO\_\_\_

If "Yes", please list the date and nature of goods or services provided to the YPA.

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3. In the past five years, has the Contractor or Controlling Person(s) rendered goods or performed services for any other governmental agency?

YES\_\_\_ NO\_\_\_

If "Yes", please list the agency, date and nature of goods rendered or services performed.

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4. In the past five years, have consequential, liquidated or special damages been assessed against the Contractor or Controlling Person(s) upon completion of any governmental agency contracts? YES\_\_\_ NO\_\_\_

If "Yes", please attach explanation.

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**Elevator Service Contract**

5. In the past five years, has the Contractor or Controlling Person(s) defaulted on any indebtedness, judgment, or other financial obligation?

YES \_\_\_\_ NO \_\_\_\_

If "Yes", please attach explanation.

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6. In the past five years, has the Contractor or Controlling Person(s) been a defendant in a criminal action, or been a party in litigation, or subject to a lien, claim, demand, or judgment, or filed a petition for bankruptcy or reorganization?

YES \_\_\_\_ NO \_\_\_\_

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

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Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership identity of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

7. In the past five years, has the Contractor or Controlling Person(s) been sued for failing to pay subcontractors for work performed?

YES \_\_\_\_ NO \_\_\_\_

If "Yes", please attach explanation and cite caption, case/docket number and disposition.

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**Elevator Service Contract**

8. Does the Contractor or Controlling Person(s) own any property within the City of Yonkers? YES \_\_\_ NO \_\_\_\_\_

If "Yes," please list the address of each property.

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9. The Contractor has coverage under or is able to obtain the following insurance policies, as applicable to perform work for the YPA: worker's compensation and employers' liability insurance, commercial general liability insurance, automobile liability insurance, professional liability insurance, and umbrella/excess liability insurance.

YES \_\_\_\_\_ NO \_\_\_\_\_

If "NO", please attach explanation.

**If the Contractor is a construction contractor, please complete the following questions:**

10. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local safety or sanitary laws?

YES \_\_\_\_\_ NO \_\_\_\_\_

If "Yes", please attach all violations and state whether the violations caused injuries.

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11. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in noncompliance of the State of New York prevailing wage requirements?

YES \_\_\_\_\_ NO \_\_\_\_\_ If "Yes", please attach explanation.

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**Elevator Service Contract**

12. In the past five years, has the Contractor or Controlling Person(s) been investigated or found in violation of Federal, State or Local Environmental laws or regulations? YES\_\_\_\_\_ NO\_\_\_\_\_

If "Yes", please attach explanation.

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13. In the past five years, has the Contractor or Controlling Person(s) been involved in a work related accident, including but not limited to automobiles used in the course of business? YES\_\_\_\_\_ NO\_\_\_\_\_ If "Yes", please attach explanation.

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**G. CONTRACTOR CERTIFICATION**

**A. Contractor**

The Contractor certifies that the following is true and correct:

1. The Contractor or any subcontractor to be used in the performance of a Contract or purchase order, or any affiliated entity of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, or any such subcontractor of any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during the period of five years prior to the date of execution of this Contractor's Disclosure Form, or if a subcontractor's affiliated entity during a period of five years prior to the date of award of the subcontract:
  - a. Bribe or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the YPA or City of Yonkers, the State of New York, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or convicted of agreeing or colluding with, between or among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of guilt of such conduct described in Section I(a) and (b) above, which is a matter of record but has not been prosecuted for such conduct.

## **Elevator Service Contract**

### **B. Subcontractor**

The Contractor certifies that the following is true and correct:

1. The Contractor has obtained from all subcontractors to be used in the performance of the Contract, known by the Contractor at this time, certifications in form and substance equal to Section G (A) above. Based on such certification(s) and any other information known or obtained by the Contractor, the Contractor is not aware of any such subcontractor, subcontractor's affiliated entity, or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of: (a) any of the conduct described in Section G (A) (1) (a) or (b) or (c) above.

### **C. Certification Regarding Suspension and Debarment**

1. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any Federal, State or Local department or agency, or the City;
  - b. Have not within a five year period preceding the Contract been convicted of or had a civil judgment rendered against them for: the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, Local) transaction or contract under a public transaction; a violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in Section G (C) (1) (b) above; and
  - d. Have not within a five-year period preceding the Contract had one or more public transactions (Federal, State, and Local) terminated for cause or default.

2. If any subcontractors are to be used in the performance of the Contract, Contractor shall cause such subcontractors to certify as to Section G (C) (1) of this Contractor's Disclosure Form.

### **D. Anti-Collusion**

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contractor's Disclosure Form.

### **INCORPORATION INTO CONTRACT DOCUMENT**

The above certifications shall become part of any Contract awarded to the Contractor or entered into during the year that this Contractor's Disclosure Form is in effect. Further, the Contractor shall comply with these certifications during the term or performance of any Contract awarded to the Contractor, and any extension thereof.

**Elevator Service Contract**

**ATTESTATION CLAUSE**

Under penalty of perjury, I certify that I am authorized to execute this Contractor's Disclosure Form on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true. Furthermore, that I have examined this Contractor's Disclosure Form and the answers are true and correct. I have not knowingly omitted any information requested. I understand that records and documents may be requested by the City to verify the information provided in this Contractor's Disclosure Form. I understand that providing any false, incomplete or inaccurate information in this Contractor's Disclosure Form shall make a bid non-responsive and not eligible for award consideration and may result in fines, penalties and/or debarment from bidding on Contracts for a period of up to three years. I understand that providing any false, incomplete or inaccurate information constitutes an event of default under the Contract and may result in termination of the Contract. I understand and agree to pay all costs, fees, expenses, including attorney fees, in connection with any legal action or criminal prosecution as a result of providing false, incomplete or inaccurate information in this Contractor's Disclosure Form.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, \_\_\_\_\_

My commission expires:

\_\_\_\_\_  
Notary Public Signature

**Elevator Service Contract**

**SCHEDULE "F"**  
**PROPOSER CERTIFICATION**

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the YPA and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the YPA for the required services. The undersigned agrees and understands that the YPA is not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the YPA, its directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the YPA and approved by the Office of the Corporation Counsel.

It is understood and agreed that the YPA reserves the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the YPA reserves all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the YPA is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

\_\_\_\_\_  
*(Legal Name of Person, Firm or Corporation)*

By: \_\_\_\_\_

*(Signature of Authorized Representative)*

\_\_\_\_\_  
*(Title)*

Dated: \_\_\_\_\_