

<u>STATE AGENCY:</u> Rochester Psychiatric Center 1111 Elmwood Avenue Rochester, NY 14620	<u>NYS COMPTROLLER'S NUMBER:</u> OMH01-C200066-3650520 <u>ORIGINATING AGENCY CODE:</u> 50030
<u>CONTRACTOR:</u> Contractor Name Vendor Address City, State, Zip	<u>TYPE OF PROGRAM:</u> Preventive Maintenance for Chiller & Refrigeration Systems and Ancillary Equipment
<u>CHARITIES REGISTRATION NUMBER:</u> Enter if applicable, or "N/A" <u>FEDERAL TAX IDENTIFICATION NUMBER:</u> Enter Tax ID # <u>VENDOR ID:</u> Enter ID Number	<u>CONTRACT PERIOD:</u> Complete after bid award <u>CONTRACT AMOUNT FOR PERIOD:</u> (As per Appendix B) Enter contract amount
<u>STATUS:</u> CONTRACTOR IS <input type="checkbox"/> IS NOT <input type="checkbox"/> A <u>SECTARIAN ENTITY</u> CONTRACTOR IS <input type="checkbox"/> IS NOT <input type="checkbox"/> A <u>NOT-FOR-PROFIT ORGANIZATION</u> CONTRACTOR IS <input type="checkbox"/> IS NOT <input type="checkbox"/> A <u>MUNICIPALITY</u>	<u>RENEWAL TERM:</u> N/A FROM: TO:
<u>APPENDICES ATTACHED OR REFERENCED AND PART OF THIS AGREEMENT:</u> (Applicable Appendixes must be checked [X])	
APPENDIX A APPENDIX A-1 APPENDIX A-2 APPENDIX B APPENDIX C APPENDIX D APPENDIX F APPENDIX G APPENDIX H APPENDIX I APPENDIX J APPENDIX K APPENDIX X OTHER	<input checked="" type="checkbox"/> Standard Clauses as required by the Attorney General for all State contracts. <input checked="" type="checkbox"/> Agency-specific Clauses <input checked="" type="checkbox"/> MWBE and EEO Requirements <input type="checkbox"/> Exhibit 1: MWBE Utilization Plan <input type="checkbox"/> Exhibit 2: MWBE Application for Waiver (if applicable) <input type="checkbox"/> Exhibit 3: MWBE Certification of Good Faith Efforts (if applicable) <input type="checkbox"/> Exhibit 4: Quarterly MWBE Contractor's Compliance Report Form <input type="checkbox"/> Exhibit 5: EEO Workforce Utilization Report Form <input checked="" type="checkbox"/> Budget <input checked="" type="checkbox"/> Payment and Reporting Schedule <input checked="" type="checkbox"/> Program Work Plan <input checked="" type="checkbox"/> Exhibit A – Preventive Maintenance Tasks <input checked="" type="checkbox"/> Exhibit B – Equipment List <input checked="" type="checkbox"/> Exhibit C – Schedule Matrix <input checked="" type="checkbox"/> Exhibit D – Time and Material Proposal Form <input checked="" type="checkbox"/> Exhibit E – OMH Cooling Tower Water Inspection Report <input checked="" type="checkbox"/> HIPAA Confidentiality Agreement <input checked="" type="checkbox"/> Additional Insurance Requirements <input checked="" type="checkbox"/> FACILITY specific clauses (where applicable) <input type="checkbox"/> Consulting Disclosure Instructions and Form B – 2 pages (where applicable) <input checked="" type="checkbox"/> Invitation For Bid <input checked="" type="checkbox"/> Contractor's Proposal <input checked="" type="checkbox"/> Modification Agreement Form <input type="checkbox"/>

CONTRACT SIGNATURE PAGE

Contract No. OMH01-C200066-3650520

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR: Contractor Name

By: Printed Name: _____ Title: _____

Signature: _____ Date: _____

Must complete the Individual, Corporation, Partnership, or LLC Acknowledgement page and have it notarized

STATE AGENCY: Rochester Psychiatric Center

By: Printed Name: _____ Title: _____

Signature: _____ Date: _____

State Agency Certification

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract. No information that may negatively impact the contractor's responsibility has come to the agency's attention and OMH has reasonable assurance that the contractor continues to be responsible.

CIVIL SERVICE APPROVAL (If Required)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGEMENT

Contract No.: OMH01-C200066-3650520

STATE OF)

SS: _____

County of)

On this ____ day of ____ 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at _____,

Town of _____,

County of _____

State of _____ and further that:

[CHECK ONE]

(If an Individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

(If a Corporation): he/she is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a Partnership): he/she is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

(If a limited liability company): he/she is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, he/she 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/she 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 Number: _____

State of _____

STATE OF NEW YORK AGREEMENT (cont.)

This AGREEMENT is hereby made by and between the State of New York agency (Office of Mental Health) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT:

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A.** This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B.** Funding for the first PERIOD shall not exceed the contract amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C.** This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D.** For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT to modify the AGREEMENT within an existing PERIOD; the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.
- E.** The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Work plan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines: and where applicable, operating certificates for facilities or licenses for an activity or program.
- F.** If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G.** Conflicts between documents shall be resolved in the following order of precedence:

STATE OF NEW YORK AGREEMENT (cont.)

1. Appendix A (Standard Clauses for NYS Contracts).
2. Amendment(s) to this Agreement.
3. This Agreement (except Appendix A, Appendix J, and Appendix K).
4. The Invitation for Bid (Appendix J)
5. Contractor's Proposal (Appendix K).

In the event of a conflict among documents included in a category listed above, the document latest in time shall take precedence.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE'S designated payment office (identified in Appendix C) all appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR'S costs and services provided pursuant to This AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

STATE OF NEW YORK AGREEMENT (cont.)

- A.** The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B.** The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

VI. Safeguards for Services and Confidentiality

- A.** Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B.** Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C.** Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

THIS SECTION INTENTIONALLY LEFT BLANK

**APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

January 2014

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

H. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the

APPENDIX A STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively,

"the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- I. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

I the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded

equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business
Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

J. The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

I The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department

APPENDIX A
STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of

2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX A-1
AGENCY SPECIFIC CLAUSES
(State Operations)

I. GENERAL PROVISIONS

- A.** If applicable, this agreement may be extended for an additional term as defined in the renewal term section on the cover page of the contract.
- B.** The OMH shall have the right to terminate this contract early for: (i) unavailability of funds; (ii) cause; or (iii) convenience. The OMH may invoke its right to terminate for convenience upon ninety (90) days written notice to the CONTRACTOR of its intent to terminate the contract; except that, if some other provision of the contract gives the State a general right to terminate upon less than 90 days prior notice, that provision of the contract shall govern and ninety (90) day notice shall not be required. If the contract is not terminated, prices may be adjusted only as defined in the bid specifications (when incorporated by reference) and APPENDIX B
- C.** The OMH reserves the right to terminate this contract in the event it is found that the certification filed by the CONTRACTOR in accordance with the New York State Finance Law 139-k was intentionally false or intentionally incomplete. Upon such finding, the OMH may exercise its termination right by providing written notification to the CONTRACTOR.

II. VENDOR RESPONSIBILITY

- A.** CONTRACTOR covenants and represents that it has, to the best of its knowledge, truthfully and thoroughly completed CONTRACTOR's Vendor Responsibility Questionnaire (hereinafter "Responsibility Questionnaire") provided to CONTRACTOR by the STATE prior to execution of this Agreement. CONTRACTOR further covenants and represents that as of the date of execution of this Agreement, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- B.** CONTRACTOR shall at all times during the term of this Agreement remain a responsible vendor.
- C.** CONTRACTOR shall provide to the STATE updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Responsibility Questionnaire becomes available.
- D.** In addition, CONTRACTOR shall promptly report to the STATE the initiation of any investigation by any governmental entity for an alleged violation of federal or state law by CONTRACTOR, its Key Employees (as identified on its Responsibility Questionnaire), its officers and/or directors in connection with matters involving, relating to or arising out of CONTRACTOR'S business. Such report shall be made within five (5) business days following CONTRACTOR becoming aware of investigation and may, subject to the due process provided in Section (G) below, be considered by the STATE in making a Determination of Vendor Non-Responsibility pursuant to this section.
- E.** The STATE reserves the right, at its sole discretion, at any time during the term of this Agreement:
 - 1.** To require updates or clarifications to the Responsibility Questionnaire upon written request. To inquire about information included in or required information omitted from the Responsibility Questionnaire, and to require CONTRACTOR to provide such information to the STATE within a reasonable timeframe.
 - 2.** To require CONTRACTOR to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
 - 3.** To suspend any or all activities under this Agreement when the State discovers information that calls into question the responsibility of the CONTRACTOR. In the event of such suspension, CONTRACTOR will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, CONTRACTOR must comply with the terms of the suspension order. CONTRACTOR may resume activity under this Agreement at such time as the STATE issues a written notice authorizing a resumption of performance under the Agreement.

APPENDIX A-1
AGENCY SPECIFIC CLAUSES
(State Operations)

- F. The STATE reserves the right to make a final determination of non-responsibility (hereinafter “Determination of Non-Responsibility”) at any time during the term of this Agreement based on:
1. Any information provided in the Responsibility Questionnaire and/or in any updates, clarifications or amendments thereof; or
 2. The STATE’s discovery of any material information which pertains to CONTRACTOR’s responsibility.
- G. Prior to making a final Determination of Non-Responsibility, the STATE shall provide written notice to CONTRACTOR that it has made a preliminary determination of non- responsibility. The STATE shall detail the reason(s) for the preliminary determination, and shall provide CONTRACTOR with a reasonable opportunity to be heard.
- H. The STATE’s final Determination of Non-Responsibility shall be a basis for termination for cause under this Agreement at CONTRACTOR’s expense. In the event of a termination for cause under this, or any other provision of this Agreement, the STATE may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

III. BACKGROUND CHECKS AND REQUIREMENTS FOR CONTRACTORS PROVIDING SERVICES IN OMH OPERATED FACILITIES

- A. If the CONTRACTOR is providing services described in Appendix D (Program Work Plan) in his or her individual capacity such that the CONTRACTOR will have regular and substantial contact with any person who is receiving services or support from OMH:
1. CONTRACTOR agrees to be screened by OMH against the Staff Exclusion List (“SEL”) and Statewide Child Abuse Registry List (“SCR”) in accordance with Social Services Law Sections 424-a and 495. In the event that SCR notifies OMH of the existence of an indicated report, CONTRACTOR agrees to provide written consent to the SCR to release to OMH any and all information SCR has regarding CONTRACTOR. CONTRACTOR shall provide such additional information as OMH, in its sole discretion, deems necessary to permit OMH to make a determination about CONTRACTOR’s suitability to provide the contract services. Any fees associated with this procedure will be paid by the OMH Facility.
 2. By signing this Agreement, CONTRACTOR represents and warrants that:
 - a. CONTRACTOR has not previously engaged in any act in violation of any law which could compromise the health and safety of Facility patients.
 - b. During the term of this Agreement, CONTRACTOR shall not engage in any act in violation of any law which could compromise the health and safety of Facility patients.
 3. Prior to being permitted to provide services under this Agreement, CONTRACTOR shall execute the [Justice Center Code of Conduct](#) as required by the Protection of People with Special Needs Act. A copy of the Justice Center Code of Conduct can be found at the following link:
<http://www.justicecenter.ny.gov/sites/default/files/documents/CodeOfConductForm-002.pdf>
 4. OMH may terminate the Agreement for cause immediately in the event that:
 - a. CONTRACTOR is listed on the SEL;
 - b. CONTRACTOR fails to provide consent for release of information from SCR as required in subparagraph (a) above;

APPENDIX A-1
AGENCY SPECIFIC CLAUSES
(State Operations)

- c. CONTRACTOR fails to provide such additional information as OMH, in its sole discretion, deems necessary to permit OMH to make a determination about CONTRACTOR's suitability to provide for the contract services;
 - d. OMH, in its sole and absolute discretion, determines that CONTRACTOR is not suitable to provide the contract services based on information in the SCR or supplemental information provided by CONTRACTOR;
 - e. OMH receives reliable information that, prior or during the term of the Agreement, CONTRACTOR has engaged in an act in violation of the law which, in OMH's sole and absolute discretion, could compromise the health and safety of Facility patients;
 - f. CONTRACTOR fails to execute, or following execution, to comply with the required [Justice Center Code of Conduct](#);
5. Prior to terminating the Agreement for cause as provided in subparagraph 4(a)-(f) above, OMH shall provide CONTRACTOR with written notice and an opportunity to be heard. Contractor shall be suspended from performing services under the Agreement pending OMH's final determination regarding termination.
- B.** If the CONTRACTOR provides the services described in Appendix D, via employees, agents, or subcontractors (subject individuals), wherein the subject individuals will have regular and substantial contact with any person who is receiving services or supports from OMH:
1. CONTRACTOR shall assure that the subject individuals agree to be screened by OMH against the SEL and SCR in accordance with Social Services Law Sections 424-a and 495. In the event that SCR notifies OMH of the existence of an indicated report, CONTRACTOR agrees that subject individual must provide written consent to the SCR to release to OMH any and all information SCR has regarding the subject individual. CONTRACTOR shall ensure that subject individuals provide such additional information as OMH, in its sole discretion, deems necessary to permit OMH to make a determination about subject individual's ability to provide services to OMH patients. Any fees associated with this procedure will be paid by the OMH Facility.
 2. CONTRACTOR, solely at its own expense, shall pre-screen and conduct background checks which shall consist of an investigation to determine evidence of criminal history; verification of education, professional license, certification or other credentials required. CONTRACTOR assumes responsibility for ensuring that no subject individual has previously engaged in any act in violation of any law which could compromise the health and safety of Facility patients.
 3. CONTRACTOR must assure that subject individuals agree to read and sign the [Justice Center Code of Conduct](#).
 4. OMH reserves the right to bar any subject individual from performing contract services under this Agreement in the event that such individual fails to meet the requirements set forth herein. OMH may terminate the Agreement for cause immediately in the event that CONTRACTOR is unable to provide services to the OMH facility via a subject individual who has complied with all requirements identified in items (1) – (3) above.
- IV.** If Section 5-a of the NYS Tax Law is applicable, the CONTRACTOR must submit the following forms as and when required: to the NYS Tax Department, a Contractor Certification Form ST-220-TD, and to OMH, a Contractor Certification to Covered Agency Form ST-220-CA.
- V.** The OMH may order the CONTRACTOR, in writing, to suspend performance for a reasonable period of time. OMH shall have no obligation to reimburse CONTRACTOR'S expenses during the suspension period.

APPENDIX A-1
AGENCY SPECIFIC CLAUSES
(State Operations)

- VI.** The CONTRACTOR warrants to the OMH that it has secured sufficient right, title and interest to ensure that OMH may use any design, device, material, source-code or process comprising all or part of the deliverables.
- VII.** In the event that CONTRACTOR is provided access to any electronic data or computer application maintained by OMH, OMH may request, and CONTRACTOR shall execute, such additional forms or agreements as OMH generally requires as a condition of such access (e.g., Data Exchange Agreement, Computer Application Sharing Agreement, Confidentiality and Non-Disclosure Agreement). If CONTRACTOR is provided such access, the CONTRACTOR is responsible for complying with New York State Policies, Standards and Guidelines, including those available at: <http://www.dhSES.ny.gov/ocs/resources/> and <http://its.ny.gov/tables/technologypolicyindex.htm> and those which may be provided by OMH or its representatives.
- VIII.** If the deliverables for this Agreement include goods or services relating to computer software and/or hardware, such deliverables shall be provided in accordance with the Contractor's specifications for the goods or services being purchased, in addition to any other applicable specifications (e.g., specifications set forth in the solicitation for such goods or services, Contractor's proposal to supply such goods or services or other provisions of this Agreement).
- IX.** Unless otherwise provided, the OMH has an irrevocable, royalty-free, non-exclusive and world-wide license to publish, reproduce, display, disclose or otherwise use any of the contract deliverables; provided, however, that if and to the extent that the contract deliverables require CONTRACTOR to create, write, develop or produce an original work which is or could be subject to protection under the laws governing intellectual property, including but not limited to the laws of copyright and patents (the "Work"), such Work shall be deemed to be a work made for hire and in the course of the services being rendered under this Agreement and shall belong exclusively to OMH, with OMH having the sole right to obtain, hold and renew in its own name, all copyrights or other appropriate protection. To the extent that any such Work may not be deemed to be a work made for hire, CONTRACTOR hereby irrevocably assigns to OMH all right, title and interest therein. CONTRACTOR shall ensure that all copies of the Work are marked with appropriate copyright notices and shall give OMH all reasonable assistance and execute all documents necessary to assist and/or enable OMH to perfect, preserve, register and/or record its rights in any Work. Upon termination, cancellation or expiration of this Agreement, CONTRACTOR shall turn over all Works to OMH, and upon request, any OMH documents or items furnished to CONTRACTOR during the performance of this Agreement.
- X.** In the event that CONTRACTOR, in the course of performance hereunder, obtains access to information, data or records deemed confidential in accordance with the provisions of Mental Hygiene Law Section 33.13 and/or "protected health information" as such term is defined in 45 C.F.R. Parts 160, 164, then CONTRACTOR shall restrict its use of that information, data, records or protected health information for the limited purposes of this Agreement and if a "business associate" within the meaning of 45 CFR §164.103, in accordance with Appendix F of this Agreement and/or such other Business Associate Agreement as may govern the relationship between the parties. Any further dissemination or any use beyond that specifically authorized, of any such information, data, records or protected health information by CONTRACTOR, its subcontractors, agents, successors or associates shall constitute an unlawful disclosure of confidential information in violation of Mental Hygiene Law Section 33.13, and/or 45 C.F.R. Parts 160, 164, as applicable. CONTRACTOR acknowledges that it has an affirmative obligation to safeguard any such information, data, records or protected health information from unnecessary distribution amongst its employees, subcontractors and agents and to any third parties. CONTRACTOR specifically agrees to indemnify OMH from damages to third parties flowing from any breach of the confidentiality of such information, data, records or protected health information in the possession or control of CONTRACTOR or any expenses that OMH may be required by law to incur to remediate any such breach. Protected health information includes all information about an individual receiving services and, depending on specific content, may be protected by a variety of state and federal laws, including:
New York Mental Hygiene Law Article 33
New York Public Health Law Article 27-F and 18 N.Y.C.R.R. 36—81.
Federal Regulations and 42 C.F.R. Part 2

APPENDIX A-1
AGENCY SPECIFIC CLAUSES
(State Operations)

The Health Insurance Portability and Accountability Act (HIPAA) Privacy Rule at 45 C.F.R. Parts 160 and 164

Please note that, as required by New York Public Health Law Section 2782(5), the following notice is provided to you and is applicable in the event you receive access to information, data, records, or protected health information containing AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law: :

“This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure.”

- XI.** In the event that CONTRACTOR, in the course of performance hereunder, obtains access to information, data or records deemed confidential by OMH (other than information, data or records which is already covered by paragraph IX above) (“Confidential Information”), CONTRACTOR shall hold all such Confidential Information in confidence and not disclose or make it available to third parties without OMH’s written permission. CONTRACTOR further agrees to use such Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. This obligation will not apply to information which:
- A.** Was known to CONTRACTOR prior to receipt from OMH as evidenced through written documentation;
 - B.** Was or becomes a matter of public information or publicly available through no fault on the part of CONTRACTOR;
 - C.** Is acquired from a third party entitled to disclose the information to CONTRACTOR;
 - D.** Is developed independently by CONTRACTOR without the use of OMH’s Confidential Information; or
 - E.** Is required to be disclosed pursuant to law, regulation or court order; provided, however, that in the event of a demand for such disclosure, CONTRACTOR shall not make such disclosure without prior written notice to OMH and an adequate opportunity for OMH to oppose such disclosure, including seeking an injunction as appropriate under the circumstances.
- XII.** If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. The paragraph headings in this Agreement are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. This Agreement has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- XIII.** In that purchases by the State of New York are not subject to sales tax, transportation tax and Federal excise tax, payment for such amounts may not be claimed, declared or allowed under this agreement. Exemption certificates will be provided upon request.
- XIV.** Federal law requires that OMH provide their Contractors with information about the Federal False Claims Act, the New York State False Claims Act and other federal and state laws that play a role in preventing and detecting fraud, waste and abuse in federal health care programs. This information must include the whistleblower protections that are in these laws. OMH must also provide its Contractors with information about OMH’s own policies and procedures for detecting and preventing waste, fraud and abuse. Detailed descriptions of these laws, their whistleblower protections and OMH’s policies are at: <http://www.omh.ny.gov/omhweb/guidance/MFA/MedicaidFraudabuse.html>

APPENDIX A-1
AGENCY SPECIFIC CLAUSES
(State Operations)

Information can also be found at the New York State Medicaid Inspector General web site located at www.omig.ny.gov to obtain information about these laws. CONTRACTORS having difficulty finding this information or wishing to request a paper copy may contact OMH Counsel's Office at (518) 474-1331 or MedicaidPolicy@omh.ny.gov.

All Contractors of OMH are required to participate in the reviews and audits described in the OMH policies, and to abide by these policies with respect to funding for OMH services. Contractors are required to make the information at the web site address listed above available to all their employees and to sub-contractors involved in performing work under the contract with OMH.

- XV.** On April 26, 2008, Governor David A. Paterson signed Executive Order No. 4 – establishing a State Green Procurement and Agency Sustainability Program that will promote environmental sustainability and stewardship. These programs and policies will focus on reducing potential impacts on public health and the environment by supporting recycling, reducing or eliminating the use of toxic substances, pollution and waste, increasing energy efficiency and using renewable energy source.

Where feasible, contractors shall adhere to the NYS Executive Orders No. 4 (issued 04/26/08) which is referenced at the online web address of http://www.ny.gov/governor/executive_orders/exeorders/eo_4.html, and Executive Order No. 134 (issued 01/05/05 by former Governor George E. Pataki), which is referenced at the on-line address of <http://www.ogs.ny.gov/purchase/GreenPurchasing.asp>

- XVI. Force Majeure:** Neither Party shall be responsible for any delay or failure of performance under this Agreement to the extent resulting from causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God, fire, flood, war, terrorism, labor disputes, strikes, lockouts, riot or civil commotion; provided that the party claiming non-responsibility hereunder shall give prompt notice to the other that a force majeure event has occurred and if requested, evidence thereof. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

- XVII. New York State Business Usage in Contract Performance:** New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders are reminded that they must continue to utilize small, minority and women-owned business, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

XVIII. NOTICES

**APPENDIX A-1
AGENCY SPECIFIC CLAUSES
(State Operations)**

- A.** All notices permitted or required hereunder shall be in writing and shall be transmitted by one of the following methods:
1. certified or registered United States mail, return receipt requested;
 2. facsimile transmission;
 3. personal delivery;
 4. expedited delivery service, or
 5. e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

State of New York: Rochester Psychiatric Center

Name: Patrick Walser
Title: Assistant Business Officer
1111 Elmwood Avenue
Rochester, NY 14620

Telephone Number: (585) 241-1934
Facsimile Number: (585) 241-1656
E-Mail Address: patrick.walser@omh.ny.gov

Contractor Name

Name:
Title:
Vendor Address
City, State, Zip

Telephone Number:
Facsimile Number:
E-Mail Address:

- B.** Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- C.** The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

XIX. INSURANCE: Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and Appendix G of this contract boilerplate and shall upon request promptly provide documentation of specified coverages at any point during the contract term.

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, OMH recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of OMH contracts.

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

Business Participation Opportunities for MWBEs

For purposes of this solicitation, OMH hereby establishes an overall goal **of 30% for MWBE participation, 16% for Minority-Owned Business Enterprises ("MBE") participation and 14% for Women-Owned Business Enterprises ("WBE") participation** (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that OMH may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: [Division of Minority & Women Business Development](#). For guidance on how OMH will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and OMH may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance withthe foregoing:

- A.** Bidders are required to submit a MWBE Utilization Plan on Attachment L with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OMH.
- B.** OMH will review the submitted MWBE Utilization Plan and advise the Bidder of OMH acceptance or issue a notice of deficiency within 20 days of receipt.
- C.** If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the OMH, a written remedy in response to the notice of

APPENDIX A-2

deficiency. If the written remedy that is submitted is not timely or is found by OMH to be inadequate, OMH shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Attachment M, if not previously submitted with its Bid Proposal. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

D. OMH may disqualify a Bidder as being non-responsive under the following circumstances:

1. If a Bidder fails to submit a MWBE Utilization Plan;
2. If a Bidder fails to submit a written remedy to a notice of deficiency;
3. If a Bidder fails to submit a request for waiver in the event that MWBE participation goals set forth in this contract are not met; or
4. If OMH determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to OMH, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Quarterly MWBE Contractor's Compliance Report set forth in Contract Appendix A-2, Exhibit 3, to the OMH, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract. The schedule for submitting the Compliance Report is detailed in Appendix C: Payment and Reporting Schedule.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid a staffing plan set forth in Attachment K-2 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the OMH, a workforce utilization report set forth in Appendix A-2, Exhibit 5, identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

**APPENDIX A-2
EXHIBIT 1**

Attach Final MWBE Utilization Plan (if applicable)

APPENDIX A-2
EXHIBIT 2

Attach Request for Waiver (if applicable)

**APPENDIX A-2
EXHIBIT 3**

Insert MWBE Certification of Good Faith Efforts (if applicable)

**APPENDIX A-2
EXHIBIT 4
CONTRACTOR QUARTERLY COMPLIANCE REPORT**

Beginning FIVE (5) DAYS following the end of the first calendar quarter after a contract is awarded; quarterly compliance reports will be due for the preceding quarter's activity.

Instructions: List all M/WBEs used during the quarter, providing all requested information in appropriate columns. In the event that an M/WBE is used more than one time during the quarter, list the M/WBE only once for each expenditure category. Use the Expenditure Code below to indicate the category of expenditures for which the M/WBE was used.

Expenditure Code:		C – Commodities	SC – Services	CC – Construction Consultants	CN – Construction	
Grants Expenditure Code:		GM – Materials/Equipment		GC – Construction	GS – Services/Consultants	
Contract Number:		Reporting Period:			M/WBE Goal:	
Contractor:		<input type="checkbox"/> Q1: April 1 – June 30 <input type="checkbox"/> Q3: Oct. 1 – Dec. 31 <input type="checkbox"/> Q2: July 1 – Sept. 30 <input type="checkbox"/> Q4: Jan. 1 – March 30			% MBE % WBE	
A		B			C	
Amount of Actual Expenditures in Reporting Period		MBE Subcontracting Expenditures in Reporting Period			WBE Subcontracting Expenditures in Reporting Period	
\$ (if none enter 0)		\$ (if none enter 0)			\$ (if none enter 0)	
M/WBE FEIN/SFS VENDOR ID	M/WBE Vendor Name	Certification	Work Status This Report	Expenditure Code	Product Code	Amount
FEIN: SFS ID:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Dual	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete			\$
FEIN: SFS ID:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Dual	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete			\$
FEIN: SFS ID:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Dual	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete			\$
FEIN: SFS ID:		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Dual	<input type="checkbox"/> Active <input type="checkbox"/> Inactive <input type="checkbox"/> Complete			\$
Total: \$						
Name and Title of Preparer (Print or Type):			Telephone No:	E-mail Address:		
Signature:			Date:	FOR AGENCY USE ONLY		
				Reviewed By:	Date:	
Quarterly Reports should be submitted to: mwbe@omh.ny.gov						
Column A:	Total Amount of Actual Expenditures in Report Period: Enter the amount (\$) expended in total for the Reporting Period.					
Column B:	MBE Subcontracting Expenditures: Enter the total amount (\$) of expenditures with certified Minority owned businesses made during the report period under the contract.					
Column C:	WBE Subcontracting Expenditures: Enter the total amount (\$) of expenditures with certified Women owned businesses made during the report period under the contract.					

Expenditure: An actual payment which is made by an agency, either through the Office of the State Comptroller or by the agency's finance office directly, including subcontractor/supplier payments made by a prime contractor and verified by the agency.

Grants: For the purposes of this report, grants are monies dispensed by a contracting governmental agency to a person or institution to accomplish a public purpose authorized by law. According to Article 15-A, grants are considered State contracts. For the purpose of compliance reporting, the recipient of the grant is considered to be the "contractor". These contracts are subject to M/WBE goals and reported in the same fashion as any other contractor.

Not-for-Profit: According to Article 15-A, Not-for-Profits entities are considered to be "contractors". These contracts are subject to M/WBE goals and reported in the same fashion as any other contractor.

**APPENDIX A-2
EXHIBIT 4
CONTRACTOR QUARTERLY COMPLIANCE REPORT**

Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized

PRODUCT CODE KEY:

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., Geological investigations)
C	Construction
C15	Building Construction – General Contractors
C16	Heavy Construction (e.g., highway, pipe laying)
C17	Special Trade Contractors (plumbing, heating, electrical, carpentry)
D	Manufacturing (production of goods)
E	Transportation, Communication, Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g. gravel, hospital supplies, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, lawn supplies)
H	Financial, Insurance and Real Estate Services
I	Services
I73	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services or equipment, computer programming, security services)
I80	Health Services
I81	Legal Services
I82	Educational Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	Social Services (e.g., counselors, vocational training, child care)
I87	Engineering, architectural, accounting, research, management and related services

**APPENDIX A-2
EXHIBIT 5
EQUAL EMPLOYMENT OPPORTUNITY
WORK FORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT**

Contract No.: C200066	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Reporting Period: <input type="checkbox"/> January 1, 20__ - March 31, 20__ <input type="checkbox"/> April 1, 20__ - June 30, 20__ <input type="checkbox"/> July 1, 20__ - September 30, 20__ <input type="checkbox"/> October 1, 20__ - December 31, 20__
Offerer's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offerer's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified.

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification								Disabled		Veteran			
		Male (M)	Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Service Maintenance Workers																	
Office/Clerical																	
Skilled Craft Workers																	
Paraprofessionals																	
Protective Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
---------------------------------	--	--------------

APPENDIX B BUDGET

(To be completed after CONTRACTOR selection utilizing **Attachment “D”, Bid Quote Sheet** from the selected bid.)

Travel: There is no reimbursement for travel time and/or travel expenses including mileage and fuel costs.

Escalation: **No escalation is allowed.** All prices are fixed for the term of the contract.

Subcontractors Costing: The prices/rates quoted include all direct and indirect costs of any subcontractors, including those used to meet any stated M/WBE participation goals.

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

CONTRACTOR shall submit to the OMH one properly completed monthly invoice together with required supporting documentation, in a format satisfactory to the OMH. For purposes of this provision and Article 11A of the State Finance Law, the invoice shall be remitted to the following address:

NYS Office of Mental Health
c/o OGS BSC Accounts Payable
Building #5, 5th floor
1220 Washington Ave
Albany NY 12226-1900

NOTE: The e-mailing of invoices, along with all backup documentation will help expedite the payment process. Email invoices to: Accountspayable@ogs.ny.gov

REFERENCE CONTRACT #: OMH01-C200066-3650520, the current **PO Number** assigned to the Contract, and **Facility Unit ID #3650019** on all invoices and correspondence.

THE FOLLOWING INFORMATION MUST BE INCLUDED ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT AND/OR NON-PAYMENT OF INVOICE UNTIL SUCH INFORMATION IS PROVIDED.

- **PURCHASE ORDER NUMBER AND CONTRACT NUMBER**
- **VENDOR IDENTIFICATION NUMBER**
- **CONTRACTOR NAME & ADDRESS**
- **CONTACT PERSON NAME with PHONE NUMBER**
- **FAX NUMBER (if applicable)**
- **E-MAIL ADDRESS (if applicable)**

Payments to CONTRACTOR will be due thirty (30) days thereafter and shall be made in accordance with usual State practices. **However, no payments shall be due prior to the date upon which this Agreement was approved by the New York State Office of the State Comptroller.** Additionally, the OMH may at its discretion, withhold any payment due under this Agreement until such time as the CONTRACTOR has submitted to OMH all Deliverables, including reports, which are due prior to invoice submission. When applicable, this includes submission of **Consultant Disclosure Form B and MWBE Contractors Compliance Reports, all of which shall be considered required deliverables of this Agreement.**

In order for payments to be processed under the terms of the current contract, reports must be submitted on time as follows:

- **Quarterly MWBE Contractor's Compliance Reports must be submitted in accordance with the requirements of Appendix A-2. Quarterly reports shall be due no later than 10 days after the end of the reported quarter, based on the State's Fiscal Year, according to the following schedule, e-mailed in a PDF format to the mailbox mwbe@omh.ny.gov .**

Quarterly Reporting Period	Quarterly Compliance Report Due Date
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	October 10
October 1 – December 31	January 10

In addition to submitting their Quarterly Compliance Report on the schedule above, the Contractor shall also attach a copy of the Quarterly MWBE Contractor's Compliance Report with its invoice for services provided during the previous Reporting Period.

- **Outstanding Quarterly MWBE Contractor's Compliance Reports will be due when submitting the invoice for the final month of services rendered under the contract.**

APPENDIX C PAYMENT AND REPORTING SCHEDULE

- **Form B must be received by the OMH by the defined due date of April 30th. For contracts that end prior to March 31 of any calendar year, the Form B will be due when submitting the invoice for the final month of services rendered under the contract.**

Invoices:

Payment of invoices may be withheld if reports or forms are not submitted as required. The invoice will not be considered complete unless reports or forms are submitted in a timely manner. **Incomplete Invoices are not eligible for interest payments.**

Submit only **ONE** monthly invoice (and **ONE** invoice number) for all services/cumulative periods of services rendered during that month. The invoice **must** also include the date(s) and the rate(s) charged as per Appendix B and the description of the specific service rendered. Invoices for approved Time and Material (T&M) Proposals shall be submitted and invoiced separately. Labor for Time and Material work shall be billed at the hourly rates described in Appendix B. There is no reimbursement for travel time and/or travel expenses including mileage and fuel costs. All maintenance tasks as specified in Appendix D, Exhibit A for the equipment listed in Exhibit B must be completed in accordance with the Schedule Matrix (agreed to by the CONTRACTOR and FACILITY) before submitting an invoice. At the commencement of the contract, the FACILITY will distribute an Invoice Submission Checklist that will list all of the appropriate back up documentation as listed below or payment will not be made:

1. All invoices to itemize costs for each piece/category of equipment and type of service performed (i.e. Seasonal Startup – Chiller; Semi-Annual PM – Attic Exhaust Fans; etc.) coincident with the prices quoted in Appendix B.
2. For Time and Material (T&M) projects: the completed FACILITY-approved T&M Proposal (reference Appendix D, Exhibit D); an invoice indicating actual number of labor hours charged to the T&M project and the hourly rate per Appendix B; FACILITY verification/signoff attesting to date(s) and time(s) worked; and price/proof of CONTRACTOR parts or subcontractor cost with the appropriate markup (reference Appendix B).
3. Where applicable, any Laboratory test reports with recommendations.
4. Shipping expenses will only be reimbursed at the actual cost. Overnight shipping expenses will not be reimbursed unless Facility granted prior authorization for expense.
5. At a minimum, payrolls must show the following information for each person employed on a public work project:
 - a. Name
 - b. Classification(s) in which the worker was employed
 - c. Hourly wage rate(s) paid
 - d. Supplements paid or provided
 - e. Daily and weekly number of hours worked in each classification.

Exception: Water Treatment Services are exempt from Prevailing Wage requirements.

Note: A sample of an acceptable payroll form (WH-347) can be obtained at the United States Department of Labor web site: <http://www.dol.gov/>

The use of form WH-347 is not mandatory; the form is available for the convenience of contractors/subcontractors that are required to submit payrolls.

In addition, the Commissioner of Labor may require contractors to furnish, within ten days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to, time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten days will result in the withholding of up to 25% of the contract, not to exceed one hundred thousand dollars. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$25,000, payroll records and certifications must be kept on the project worksite.

Do not submit statements.

APPENDIX C PAYMENT AND REPORTING SCHEDULE

Non-Compliance:

The CONTRACTOR shall provide complete and accurate billing invoices to OMH in order to receive payment. Billing invoices submitted to OMH must contain all information and supporting documentation required by the Contract, OMH, and the State Comptroller. In the event that the CONTRACTOR submits an inaccurate or incomplete invoice, OMH may refuse to pay the invoice and may return it to the CONTRACTOR with a written explanation for the decision to refuse payment. The CONTRACTOR must submit a corrected invoice within 30 days. OMH reserves the right to deem the CONTRACTOR non-compliant and to terminate the contract if, after having been giving notice and an opportunity to cure, the CONTRACTOR fails to submit accurate and complete invoices on more than 3 occasions during the term of the contract.

Electronic Payment:

The CONTRACTOR is required to participate in the Electronic Payment program offered by the NYS Office of the State Comptroller (OSC). For additional information and to apply for Electronic Payments, the CONTRACTOR is directed to the following web site: <http://www.osc.state.ny.us/epay/index.htm>

All correspondence relating to the OSC Electronic Payments program should be directed to:

**NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street – 9th Floor
Albany, NY 12236
Telephone: (518) 402-4067
E-Mail: epunit@osc.state.ny.us**

Payment for invoices submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper is expressly authorized by OMH's Office of Financial Management, at OMH's sole discretion, due to extenuating circumstances. Such electronic payment shall be in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. The CONTRACTOR acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where OMH's Office of Financial Management has expressly authorized payment by paper check as set forth above.

Contractor Inquiry on Paid Invoices through eSupplier:

eSupplier is a system that allows suppliers to maintain information pertaining to their addresses and contacts. It can also be used to review information related to Purchase Orders (PO), invoices and payments. The Contract must be enrolled in eSupplier and must have at least one user with a valid user ID and password in order to perform searches on payment information, PO information and invoice information. See the [Vendor Guide to New York State's Centralized Vendor Management](#) process for more information on registering and logging into Vendor Self Service.

Requirement for All Contracts When a Prevailing Wage Schedule Applies:

1) Submission of Certified Payroll:

The CONTRACTOR and/or subcontractor must attach to **every invoice** a current transcript of the original payrolls that covers the time period on the submitted invoice, subscribed and affirmed as true under penalty of perjury. **This transcript is a required deliverable of this contract and is a condition of payment.**

OSHA 10 Compliance: For contracts with a total value of \$250,000.00 or more the CONTRACTOR and/or subcontractor must comply with the OSHA 10 Compliance Law (Chapter 282 of the Laws of 2007, codified as Labor Law 220-h). Under this law every one of the CONTRACTOR'S and/or SUB-CONTRACTOR'S employees who will perform service under this contract must be certified as having completed an OSHA 10 safety training course before they can perform any work under this contract. When applicable, the CONTRACTOR and/or its SUB-CONTRACTORS must attach a copy of proof of completion of the OSHA 10 Course for each employee on the 1st certified payroll submitted to OMH and on each succeeding payroll where any new or additional employees are first listed. **If OSHA 10 Compliance applies than the above information is a deliverable of this contract and a condition of payment.**

***Proof of completion may include but is not limited to the following:**

**APPENDIX C
PAYMENT AND REPORTING SCHEDULE**

- Copies of bona fide course completion card;
 - Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card;
 - Other valid proof.
- *A certification by the employer attesting that all employees have completed such course is **not** sufficient proof that the course has been completed.

THIS SECTION INTENTIONALLY LEFT BLANK

APPENDIX D PROGRAM WORK PLAN

NYS Department of Labor Prevailing wage rates apply to this contract. The Prevailing Rate Case (PRC#) number is 2016008706, requested on: 8/24/2016.

ALL PUBLIC WORKS AND BUILDING SERVICE CONTRACTS, REGARDLESS OF A DOLLAR VALUE, REQUIRE THE PAYMENT OF PREVAILING WAGES AND SUPPLEMENTS AS ESTABLISHED BY LAW BY THE DEPARTMENT OF LABOR.

A copy of the prevailing wage schedules that apply to this Contract is available at <https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1311620> and is hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein.

CONTRACTOR, GENERAL RESPONSIBILITIES

1. The Contract provides for the Preventive Maintenance and Time and Material Repair Services for all equipment and associated controls specified in the Equipment List (Exhibit B) and any component or accessory not specifically mentioned which is essential for the proper operation and functioning of the Facility's Chiller systems and all ancillary equipment. The tasks associated with the Preventive Maintenance portion of this Work Plan are provided in Exhibit A. A Time and Materials (T&M) Proposal Form is provided (Exhibit D).
2. Service technicians assigned by the CONTRACTOR shall be thoroughly trained, certified and experienced to work on all chiller equipment and systems listed in the Equipment List, Exhibit B. The technicians will perform tests, checks, inspections, calibrations, adjustments, component replacements, repairs, and diagnostic assessment of the Chiller systems and have the technical ability to diagnose and repair system deficiencies. The CONTRACTOR shall provide documentation to the FACILITY of the competency of the personnel assigned to provide this service for this specific systems and equipment. The FACILITY reserves the right to review the CONTRACTOR'S technician qualifications and approve or reject all service providers based on their training and experience. The FACILITY reserves the right to conduct a security background check or otherwise approve any employee, subcontractor or agent furnished by CONTRACTOR and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with the FACILITY's security or other requirements. Such approval shall not relieve the CONTRACTOR of the obligation to perform all work in compliance with the Contract terms. The FACILITY reserves the right to reject and/or bar from the FACILITY for cause any employee, subcontractor, or agents of the CONTRACTOR.
3. The Building 60 central chilled water plant is controlled by a Johnson Controls Chiller Plant Automation (CPA) control system. The individual chillers are controlled by dedicated York capacity controllers. The CONTRACTOR shall be thoroughly knowledgeable of the control system and have the ability to access and manipulate the software to perform programming/setpoint changes, sequence of operations verification and changes, and to download software. The FACILITY acknowledges that there may be proprietary software utilized for the proper operation and protection of the central plant equipment. In the event that proprietary software service associated with the CPA/York system is required to accomplish the maintenance specified in Exhibit A, Preventive Maintenance Tasks, it will be the CONTRACTOR'S responsibility to obtain and pay for the services of the manufacturers' qualified representative. In the event that proprietary software service associated with the CPA/York system is required to complete a Time and Material repair, it will be the CONTRACTOR'S responsibility to obtain the services of the manufacturers' qualified representative, and the CONTRACTOR shall be reimbursed by the FACILITY for the cost of obtaining the services of the manufacturers' qualified representative. If necessary, the FACILITY will

APPENDIX D PROGRAM WORK PLAN

- work directly with the manufacturer to obtain the required services, with the CONTRACTOR bearing the cost of the services.
4. Water treatment technicians must have appropriate qualifications to meet the New York State (NYS) Departments of Health (DOH) definition of a qualified person. A qualified person is: a professional engineer (PE), certified industrial hygienist (CIH), certified water technologist, or an environmental consultant, with at least two years operational experience in water management, planning, and operation.
 5. In accordance with 10 NYCRR Part 4, and now an OMH policy, if the cooling tower, or evaporative condensers, are shut down for five (5) days or longer, the equipment must be drained, cleaned, and disinfected. By maintaining continuous circulation of the systems water, these remedial procedures can be avoided.
 6. For any updates or changes that occur regarding a CONTRACTOR technician's qualifications (including, but not limited to, certifications and training), emergency telephone numbers, or emergency contacts, the FACILITY must be notified by the CONTRACTOR immediately.
 7. The Contract includes labor rates (straight time and overtime) and materials allowance that will fund repairs and/or component replacement to the Chiller systems that are not covered within the Preventive Maintenance Tasks identified in Exhibit A. The CONTRACTOR shall present, within two (2) business days, a completed Time and Material (T&M) Proposal Form (Exhibit D) along with an itemized quote for material and labor to the Plant Superintendent or designee for any additional work not specified in the Preventive Maintenance Tasks (Exhibit A). The FACILITY will decide how to proceed with all repairs. The FACILITY can implement the repairs using the CONTRACTOR, FACILITY staff, or other contracted labor, without penalty. The FACILITY also maintains the right to supply materials directly to the CONTRACTOR or to purchase "materials only" directly from the CONTRACTOR without penalty or charge. No T&M work shall commence without the prior approval of the FACILITY. FACILITY review and approval (signature of the Business Office designee) are required for each item replaced, repaired or supplied under the T&M allowance.
 8. All systems, components, and equipment covered under this Contract shall be maintained at the highest level of efficiency compatible with current New York State Energy Conservation Code requirements and maintained at an acceptable level throughout the Contract period. An *acceptable level of maintenance* is defined as that level of maintenance that will preserve the equipment in unimpaired operating condition (i.e., above the point where deterioration will begin, thereby increasing the normal life expectancy of the equipment).
 9. Preventive Maintenance Services, as defined in Exhibit A, are to be completed without affecting the function and operation of the FACILITY. The scheduling of all PM and repair tasks are to be pre-approved by the FACILITY. The FACILITY shall be contacted at least 72 hours in advance before any maintenance work is scheduled to start.
 10. In the event of an emergency (normal working hours, off-hours, weekends, holiday, etc.) the FACILITY will contact the CONTRACTOR emergency response operator or dispatcher. The CONTRACTOR is required to respond by telephone within one (1) hour of the initial call. If on-site service is requested by the FACILITY, a CONTRACTOR Service Technician shall arrive on-site within two (2) hours of the notification. The CONTRACTOR shall provide 24/7 notification contacts and contact numbers.
 11. A Schedule Matrix is provided (Exhibit C) for the performance of all Preventive Maintenance tasks identified in Exhibit A. The Schedule Matrix will distribute the tasks at the discretion of the FACILITY. Preventive Maintenance tasks identified in Exhibit A shall be completed within the specified frequency as defined in the Schedule Matrix. The CONTRACTOR's adherence to the Schedule Matrix, as presented in this Agreement, shall be binding unless alterations to the schedule are made by the FACILITY.

**APPENDIX D
PROGRAM WORK PLAN**

12. Should it be identified that the quality of the Preventive Maintenance services being performed is not satisfactory and that the requirements of this Agreement are not being met, the CONTRACTOR will be notified of these deficiencies in writing, and it shall be the CONTRACTOR'S responsibility to make the necessary corrections within ten (10) working days after receipt of such notice. The FACILITY has the right, at its sole discretion, to terminate the contract if the CONTRACTOR fails to meet these conditions. The CONTRACTOR will be deemed Non-Responsible by the FACILITY.
13. The soft parts clause is designed to simplify the Preventive Maintenance (PM) invoicing process by grouping the costs of those materials needed to accomplish the PM servicing into the PM rate. Thus, the material and labor costs associated with using (e.g. using a brush to clean coils), consuming (e.g. using a cleaning solution), or installing (e.g. changing belts or filters) a soft part item are included in the PM rate. Soft Parts are:
- a. Items needed to perform the specified PM tasks in Exhibit A, such as lubricants, cleaning agents, rags, towels, tools, brushes, etc.
 - b. Generic parts that are routinely replaced due to wear, usually within an annual cycle; can be replaced quickly on the spot by the CONTRACTOR; and are equal to or less than \$150 per soft part-material item. These items include filters, belts, gauges, lamps, etc.

To simplify the interpretation of those soft part items that fall within Item b above, if a PM task specifically states to add, change or replace a part/item (e.g. filters, driers, belts), then the item is a soft part that should be changed on the spot during the PM service. There are instances too in which the PM task will specifically state the part is covered as a soft part item (i.e. belts). If the PM task states to notify, report, or recommended to the FACILITY the replacement of a part, then the replacement is not covered under the soft parts provision of the contract and should be submitted to the FACILITY under the Time and Material (T&M) provision of the contract.

14. All parts, materials, components and equipment provided by the CONTRACTOR shall be new and of the same brand name and manufacturer as the item being replaced or repaired or with a FACILITY pre-approved equal. These parts, materials, components and equipment shall be fully warranted (replacement material and replacement labor) by the CONTRACTOR to be free of defects (manufacturing and workmanship) for one year from installation.
15. No guarantee of work is implied or given. The FACILITY has the right to assume portions of the work at any time.
16. The CONTRACTOR is to report and recommend to the FACILITY any required repairs or replacements upon completion of each maintenance visit.
17. The CONTRACTOR shall maintain a refrigerant inventory log for each piece of equipment in accordance with FACILITY requirements and all applicable Local, State, and Federal regulations. The CONTRACTOR must note refrigerant use, losses, and/or leaks. Explanations of losses, leaks, or thefts must be documented. The log shall be maintained and updated by the CONTRACTOR and kept at the FACILITY at a location specified by the FACILITY. Entries to the log must be completed on the day that refrigerant is used.
18. CONTRACTOR technicians whose duties include working with refrigerant shall possess the Environmental Protection Agency's (EPA) Universal Refrigerant Certification to add or recover refrigerant during the decommissioning, maintenance, service, or repair of small appliances, high-pressure, and low-pressure equipment. CONTRACTOR shall provide all technicians' Refrigerant Reclaiming Certification to the FACILITY to remain on site for the duration of the contract.
19. CONTRACTOR is required to comply with all NYS DOH Legionella Regulations, regarding cooling towers and water treatment, in providing the necessary system inspections, testing, and treatment. The CONTRACTOR is required to complete and submit all required documentation of water sample laboratory

**APPENDIX D
PROGRAM WORK PLAN**

test analysis results. The CONTRACTOR is required to utilize the OMH Water Treatment and PM Checklist Report document provided (Appendix D – Exhibit E) to provide the appropriate documentation to the FACILITY.

**APPENDIX D
PROGRAM WORK PLAN**

GENERAL REQUIREMENTS FOR ALL SERVICE VISITS

1. Perform all work in a safe, organized manner.
2. Repairs and maintenance are to be performed with equipment properly tagged and locked out. The starting systems for any piece of equipment is to be disabled and all switch or switchgear surveyed and positioned to prevent shock hazards and the release of stored energy. Ensure that site personnel are aware of equipment status and potential hazard. Disabling the Chillers through the Building Management System or system controls of the Chillers and associated equipment is not acceptable.
3. CONTRACTOR'S servicing technicians will be required to sign in and out in accordance with FACILITY established procedures. The daily start and exit times and available days are to be prearranged with the FACILITY. See Section 9 of the CONTRACTOR GENERAL RESPONSIBILITIES, above.
4. The CONTRACTOR shall provide an experienced supervisor, or designate a craftsman with a minimum of five (5) years of experience within the applicable trades as supervisor for all other craftsman on site. This supervisor will be responsible for the activities, documentation, and reporting requirements of this AGREEMENT for the CONTRACTOR's crew and the adherence of all the FACILITY requirements as stipulated in this AGREEMENT.
5. Report to the FACILITY any situations or observations which could adversely affect the safety of the FACILITY staff, building occupants or the operation of the Chillers, HVAC system, BMS, Boilers, other facility equipment, or miscellaneous ancillary equipment.
6. The CONTRACTOR shall provide the FACILITY with Safety Data Sheets (SDS), prior to the delivery on site, for all chemicals and products requiring an SDS.
7. Submit a completed Preventive Maintenance Checklist (all items initialed, including all recommendations) for each piece of equipment serviced at the end of each visit to the Plant Superintendent, or his assigned designee, for review prior to leaving the site. The Preventive Maintenance Checklist shall be provided to the CONTRACTOR by the FACILITY after contract award. Should both the Plant Superintendent and designee be unavailable prior to leaving the site, the CONTRACTOR shall submit the Preventive Maintenance Checklists via fax/e-mail to the Plant Superintendent, or his assigned designee, within 24 hours of leaving the site. The technician must initial the Preventive Maintenance Checklist when each maintenance task is successfully completed. If a specific task is not applicable to a specific piece of equipment, note, "N/A" on the Checklist along with a written notation explaining the reason for the "N/A" entry. FACILITY assumes that all tasks not initialed, were not performed. The CONTRACTOR is required to provide written documentation describing why any task was not successfully performed. Successful completion and documentation or written documentation justifying non-performance for all tasks is required before invoices will be paid (reference Appendix C).
8. The technician shall note on the Preventive Maintenance Checklist all values for digital readings, gauges, management system screen captures, etc. During the completion of the Preventive Maintenance tasks, note on the checklist any observation, abnormality, deficiency, and recommended repair or corrective action required. If a deficiency is found during the performance of a Preventive Maintenance service requiring immediate attention, notify the Plant Superintendent or a designated representative immediately.
9. Time and Material (T&M) Repairs:
 - a. During the performance of Preventive Maintenance Tasks (Exhibit A), the CONTRACTOR shall note any necessary repairs that are outside the scope of the warranty definition and provide a T&M proposal (Exhibit D) via fax/email to the Plant Superintendent or his assigned designee for repairs or replacements required by the terms of the Agreement. The CONTRACTOR will develop and submit a "Not to Exceed" cost for repair, including labor and material. The FACILITY also maintains the right

APPENDIX D PROGRAM WORK PLAN

to request a T&M proposal for repairs and/or material during the term of the contract without penalty or charge. The CONTRACTOR may contact the FACILITY to discuss the repair before submitting the T&M proposal; however, the CONTRACTOR shall provide written justification if a "Not to Exceed" quote is not provided within two (2) business days. If the FACILITY approves the proposal, the CONTRACTOR will be given a notification to proceed with the work.

- b. Should the FACILITY become aware of the need for any repairs and/or replacements that are outside the scope of the warranty definition, the FACILITY may request a T&M proposal from the CONTRACTOR, which the CONTRACTOR shall provide within two (2) business days or written justification if a T&M proposal is not provided within two (2) business days. If the CONTRACTOR does not provide a T&M proposal within two (2) business days or provide just cause to the FACILITY for any delay, the FACILITY reserves the right to deduct 10% from the total amount of all future maintenance invoices until the T&M proposal has been submitted to the FACILITY.
 - c. The CONTRACTOR shall perform the repairs/replacements within four (4) business days of receipt of the FACILITY approval unless otherwise directed by the FACILITY. If the repairs/replacements cannot be performed within four (4) business days, the CONTRACTOR must notify the FACILITY and provide just cause for any delay. Just cause may include work on obsolete equipment and proprietary systems manufactured by others. If the CONTRACTOR does not perform the repairs/replacements within four (4) business days or provide just cause to the FACILITY for any delay, the FACILITY reserves the right to deduct 10% from the total amount of all future maintenance invoices until the work has been performed.
 - d. Any incurred cost over the approved "Not to Exceed" amount will not be paid.
 - e. If the repair is of an urgent nature (if the failure of the equipment will impact client safety or comfort or will consequently cause extensive or expensive damage or loss to other equipment and/or furnishings), the CONTRACTOR is to notify the Plant Superintendent or Contract Compliance Officer (a FACILITY employee designated by the Plant Superintendent) immediately. If necessary, the FACILITY will direct the CONTRACTOR to perform tasks on an emergency basis. Subsequent to the emergency service, the CONTRACTOR will develop and submit, on the completed T&M Proposal Form, a description of the emergency work performed with actual hours and material charged to the emergency work. All backup documentation described above (Appendix C) is required to be submitted with the emergency T&M for payment. The Time and Material invoice shall include documentation providing:
 - i. The signed T&M proposal;
 - ii. An explanation and justification of the repair tasks;
 - iii. The actual labor hours and hourly labor rate, including repair service tickets;
 - iv. The actual material cost and markup, including material receipts;
 - v. The FACILITY's sign-in/out log, indicating time on site applicable to the T&M project;
 - vi. Invoices from sub-contractors; and
 - vii. Lab test results and analyses, when necessary.
10. Repair any damage caused by the CONTRACTOR to the FACILITY's buildings or property, to the full satisfaction of the FACILITY.
11. Cooperate with FACILITY administrators and personnel to: prevent the entrance and exit of all workmen and/or others whose presence is forbidden or undesirable; restrict bringing, storing or removing any materials and equipment to and from the FACILITY; observe all FACILITY rules and regulations; avoid creating unnecessary dust or accumulated debris; create the undue interference with the convenience, sanitation or routine of the FACILITY (and to prevent the loss of, or damage to property of FACILITY or its employees).
12. At the FACILITY'S request, the CONTRACTOR shall provide training in the Chiller operation as provided under the T&M allowance. This training is to include: startup and shutdown procedures; system controls; scheduling modification; routine inspection requirements; operating procedures; response to alarms; and problem diagnostics (controls/mechanical). Training is to be provided on a T&M basis either on or off-site

**APPENDIX D
PROGRAM WORK PLAN**

as agreed to by the FACILITY. The hourly labor rate for training is provided in the Budget Page, Appendix B.

13. Routine contract meetings scheduled by the FACILITY (monthly if requested), will be held at the FACILITY with the CONTRACTOR'S GENERAL MANAGER AND WATER TREATMENT SUB-CONTRACTOR, to review issues such as recent work performed, quality of work, adherence to FACILITY requirements, past performance, outstanding deficiencies, and outstanding T&M work. The CONTRACTOR AND WATER TREATMENT SUB-CONTRACTOR will not receive additional compensation to attend these meetings.
14. The CONTRACTOR is responsible for the charging of refrigerant up to a facility-wide total of thirty (30) pounds per contract year. Additional refrigerant charging above a facility-wide total of thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal.
15. The proper off-site disposal of all waste oil, filters, coolant, empty containers, and other waste material shall be the responsibility of the CONTRACTOR. The CONTRACTOR is to provide to the FACILITY all required Federal, State and Local documentation required (waste manifests, bills of lading, etc.) for disposal of any hazardous and/or regulated waste.
16. During the performance of the Preventive Maintenance tasks, any changes to the equipment, component of the system, or system operational setpoints will be recorded by the CONTRACTOR prior to performing the work (As-found). The CONTRACTOR will restore the setpoints to their As-found value or to a value as directed by the FACILITY (As-left). The CONTRACTOR will record and present to the FACILITY both the As-found and As-left setpoint values.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

CENTRIFUGAL CHILLERS / BUILDING 60

SEASONAL STARTUP

1. Perform cooling tower Seasonal Startup tasks as specified in Appendix D, Exhibit A, Building 60 Cooling Towers.
2. Flush and clean chilled and condenser water pump/piping strainers.
3. Verify condenser and chilled water systems are properly filled and vented.
4. Verify proper operation of chilled and condenser water makeup and blowdown (condenser water only) systems. Record readings on make-up and/or blowdown water meters. Provide readings to the FACILITY.
5. Inspect all piping, valves, chiller components, pumps, motors, starters and all associated controls for obvious deficiencies that may have occurred since the last operation of the chiller and associated components. Report to the FACILITY any necessary repairs/replacements required prior to starting the equipment.
6. Verify proper oil level in the oil reservoir. The proper operating level is the middle of the upper sight glass.
7. Check refrigerant level in sight glass. The level should be at the center of the sight glass $\pm \frac{1}{4}$ inch. Record refrigerant level and provide to the FACILITY. Charge refrigerant if required. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal.
8. Confirm that the oil heater in each chiller is operating properly and has been in operation for a minimum of twelve (12) hours prior to starting the chiller. The unit will not start if the oil temperature is less than 71°F.
9. Check that the chiller display reads “SYSTEM READY TO START.”
10. Verify proper operation of the oil pump by pressing and releasing the “MANUAL OIL PUMP” key under “SERVICE” on the chiller display. Verify that the oil pump starts and operates for a period of ten (10) minutes.
11. Verify proper operation of pre-rotation vanes (capacity control) to OPEN and CLOSED position per Manufacturers’ START-UP PROCEDURE.
12. Lubricate all actuators, linkages, bearings, ball joints, and pivot joints directly controlling chiller and ancillary equipment. Verify proper function through their full range of motion via the chiller control system. Proper operation of pre-rotation vanes can be verified in Step 11 above.
13. Check and reprogram as necessary all control center setpoints, including % current limit and display clock.
14. Inspect for refrigerant and oil leaks. Immediately notify the FACILITY if leaks are detected. All leaks to be repaired as T&M proposals. Check refrigerant levels and recharge if needed. Refer to Contractor General Requirements for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY. The cost of additional oil due to leaks will be the responsibility of the FACILITY. Repairs to be performed and funded using the T&M allowance of this contract, after FACILITY approval. Any necessary disposal of used oil or refrigerant will be the responsibility of the CONTRACTOR. Report all actions to the FACILITY. CONTRACTOR to provide to the FACILITY all required Federal, State and Local documentation required (waste manifests, bills of lading, etc) for disposal of any hazardous and/or regulated waste.
15. Record unit run time and number of starts. Provide readings to the FACILITY.
16. Start and operate the chilled water system in accordance with standard operating protocols. This action is to include a review of the control systems (Johnson Controls CPA and York chiller capacity controllers) and confirmation that the chiller is operating correctly. Verify proper loading and unloading of chiller and operation of associated ancillary equipment. Verify proper operation of all software and associated hardware. Refer to Appendix D, Exhibit A, Building 60 Chiller and Associated System Controls for

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

additional Seasonal Startup preventive maintenance tasks associated with integrated/multiple chiller controls and sequencing.

17. With the chiller in operation, verify operation of oil pump and proper oil pressure. Record oil pressure and provide readings to the FACILITY.
18. Inspect purge unit for proper operation including oil level in purge tank.
19. Record compressor motor voltage and current. Provide readings to the FACILITY.
20. Check all relays and operating/safety controls. Record the setting of all adjustable operating/safety controls and adjust/calibrate if necessary. CONTRACTOR to perform self-diagnostic control test function as available in the microprocessor control. These functions are typically detailed in the Manufacture's installation, operation and maintenance guide. Confirm proper operation through exercise of their function.
21. Record all relevant pressures and temperatures with chiller operating. Record oil temperature, entering and leaving water temperatures, and associated pressure drops for the condenser and evaporator. Provide readings to the FACILITY.
22. Once steady-state chiller operation is achieved, record refrigerant level in cooler sight glass. Provide readings to the FACILITY.

MONTHLY PREVENTIVE MAINTENANCE

The Monthly Preventive Maintenance tasks specified in this section shall be performed on all chillers (operating and non-operating). The CONTRACTOR will coordinate chiller operation with the FACILITY to ensure monthly preventive maintenance is performed on all chillers operating under load conditions.

1. Inspect for refrigerant and oil leaks. Immediately notify the FACILITY if leaks are detected. All leaks to be repaired as T&M proposals. Check refrigerant levels and recharge if needed. Refer to Contractor General Requirements for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY. The cost of additional oil due to leaks will be the responsibility of the FACILITY. Repairs to be performed and funded using the T&M allowance of this contract, after FACILITY approval. Any necessary disposal of used oil or refrigerant will be the responsibility of the CONTRACTOR. Report all actions to the FACILITY. CONTRACTOR to provide to the FACILITY all required Federal, State and Local documentation required (waste manifests, bills of lading, etc) for disposal of any hazardous and/or regulated waste.
2. Check refrigerant charge in accordance with the Manufacturers' instructions. Charge if necessary. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal. Report to the FACILITY any necessary repairs/replacements required prior to re-starting the equipment.
3. Inspect vibration eliminators on chiller and piping.
4. Inspect piping for leaks.
5. Log operating temperatures, pressures, voltages, amperages and last five (5) recorded faults, if available, on operating display. Record and report entering and leaving water temperatures (condenser and evaporator) and water side pressure drops across vessels where gauges and temperature sensors are available. Note any abnormal readings and report action taken. Discuss operation with plant operators and report to the FACILITY all deficiencies identified and all concerns raised.
6. Isolate, flush, and clean chilled and condenser water pump strainers.
7. Inspect purge unit for proper operation including oil level in purge tank. Change dehydrators/filter-driers (2), if required. As a minimum, replace the purge unit dehydrators/filter-driers during the July Monthly Preventive Maintenance visit. The CONTRACTOR is responsible for the proper off-site disposal of all used filters.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

8. Check and adjust (if necessary) safety and operating controls. CONTRACTOR to perform self diagnostic control test function as available in the microprocessor control. These functions are detailed in the Manufacture's installation, operation and maintenance guide.
9. Verify proper operation and accuracy of all analog and digital gauges. Repair or replace as necessary. Gauge replacement is covered as a "Soft Part," as described under Appendix D, "Contractor General Responsibilities," Item 13. Report and recommend to the FACILITY any necessary repairs.
10. Record lubrication system pressures and temperatures. Compare with previous readings. Report observations and deficiencies and any repair/replacement required to the FACILITY.
11. Record unit run time and number of starts. Provide readings to the FACILITY.
12. Review FACILITY operating logs with appropriate staff (to be specified by Plant Superintendent) and discuss operations with the FACILITY staff. Report to the FACILITY any abnormalities, identified deficiencies, and all concerns.

SEASONAL SHUTDOWN

1. Inspect for refrigerant and oil leaks. Immediately notify the FACILITY if leaks are detected. All leaks to be repaired as T&M proposals. Check refrigerant levels and recharge if needed. Refer to Contractor General Requirements for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY. The cost of additional oil due to leaks will be the responsibility of the FACILITY. Repairs to be performed and funded using the T&M allowance of this contract, after FACILITY approval. Any necessary disposal of used oil or refrigerant will be the responsibility of the CONTRACTOR. Report all actions to the FACILITY. CONTRACTOR to provide to the FACILITY all required Federal, State and Local documentation required (waste manifests, bills of lading, etc) for disposal of any hazardous and/or regulated waste.
2. With unit shut down and pressures and temperatures equalized between the condenser and cooler, record refrigerant level for comparison with the level observed during the next Seasonal Startup.
3. Inspect vibration eliminators on chiller and piping.
4. Inspect piping for leaks.
5. Record unit run time and number of starts for all chillers. Provide readings to the FACILITY.
6. Review FACILITY operating logs with appropriate staff (to be specified by Plant Superintendent) and discuss operations with FACILITY staff. Report to FACILITY any abnormalities, identified deficiencies and all concerns.
7. Tighten oil heater leads and confirm proper operation. Heaters to remain activated through off season.
8. Run all equipment necessary to raise the oil temperature to operating level. Take sample of used compressor oil and provide the sample to a qualified laboratory for analysis. Provide a report to the FACILITY, including evaluation and recommendations by the CONTRACTOR and testing laboratory based on the results of the analysis. Oil analysis to include metals, moisture, and acid test.
9. Run all equipment necessary to operating condition. Take sample of refrigerant and provide the sample to a qualified laboratory for analysis. Provide report to the FACILITY, including evaluation and recommendations by the CONTRACTOR and testing laboratory based on the results of the analysis. Parameters tested to include high boiling residue, acid number, and moisture content. If required, based on analysis, replace refrigerant. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal.
10. Ensure that equipment such as cooling towers and pneumatic control valves located in unheated or outdoor areas are drained and prepared for winter/freezing conditions. Blow down pneumatic control lines and ensure that all piping and controls exposed to freezing conditions have been properly drained of water.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

11. Meg chiller compressor drive motor windings. Record values and compare with Manufacturers' specifications and previous readings. Provide evaluation in report and specifically note any significant variance.
12. Clean compressor drive motor air passages and windings per manufacturers' guidelines.
13. Lubricate compressor drive motor ball bearings, including motor drive end bearing.
14. Visually inspect compressor motor starter/control center. Properly clean all electrical and control enclosures to eliminate dust/dirt build-up. Check operation of starter and inspect contact surfaces for wear or pitting. Check overload settings and check/tighten ALL electrical connections. Solid state starters must be serviced and maintained according to unit manufacturers' recommendations.
15. Drain and flush the oil and refrigerant from purge shell. Before flushing, remove the float assembly and reinstall after flushing is complete. Clean orifice in the liquid line feed to the cooling coil and the purge unit exhaust orifice. Inspect the foul gas inlet check valve.
16. Change the purge unit dehydrators/filter-driers (2). The CONTRACTOR is responsible for the proper off-site disposal of all used filters.
17. Change oil return system dehydrator and check nozzle of educator for foreign particles.
18. Change compressor oil. Replace main oil filter. Use only oil specified by the chiller manufacturer. The CONTRACTOR is responsible for the proper off-site disposal of all used oil and oil filters. Clean all lubrication system strainers.
19. Inspect entering and leaving chilled and condenser water temperature sensors for signs of corrosion and/or scale. Report observations to the FACILITY and if replacement is recommended.

PERIODIC PREVENTIVE MAINTENANCE SERVICES

Periodic Preventive Maintenance routines are specified in this section and are scheduled as per the Periodic Maintenance Schedule specified in the Equipment List (Exhibit B). FACILITY reserves the right to alter the scheduling of the Periodic Maintenance Services as necessary.

1. **Condenser Tube Inspection and Cleaning:** In the contract years specified in the Equipment List (Exhibit B), inspect condenser tubes for fouling and cleanliness. Clean condenser tubes mechanically (brush clean) and with an approved cleaner. If condition does not improve, report to the FACILITY and recommend alternative cleaning techniques. Report observations to the FACILITY. Provide the FACILITY with all MSDSs prior to delivering material to the FACILITY.
2. **Evaporator Tube Inspection and Cleaning:** In the contract year specified in the Equipment List (Exhibit B), inspect evaporator tubes for fouling and cleanliness. Ensure all tubes are inspected and cleaned, including those in lower water box. Clean evaporator tubes mechanically (brush clean) and with an approved cleaner. If condition does not improve, report to the FACILITY and recommend alternative cleaning techniques. Report observations to the FACILITY. Provide the FACILITY with all SDSs prior to delivering material to the FACILITY.
3. **Eddy Current Test and Evaluation:** In the contract year specified in the Equipment List (Exhibit B), perform eddy current testing and analysis of the condenser and evaporator tubes. Evaluate, report results, and provide a report of the analysis and results to the FACILITY along with recommendations for corrective action if required.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

COOLING TOWERS / BUILDING 60

The cooling tower fans (3) are controlled by variable frequency drives (VFD). It is the responsibility of the CONTRACTOR to ensure that the cooling towers and fans are capable of achieving optimal operating system efficiency based on the following: 1) proper sequencing programming of the controllers; and 2) all necessary inputs to the VFD controllers (i.e., temperature and humidity sensor, system enabling signal and appropriate signal input and output) and associated outputs are properly maintained/calibrated. It is the intent of this contract that the cooling tower operation be reviewed and adjusted/modified to provide maximum system operating efficiency. All operations are to be in accordance with the minimum condenser water temperature permitted by the chiller manufacturer.

SEASONAL STARTUP

1. Coordinate tower startup maintenance with water treatment and sanitizing services listed in the “Water Treatment” section of this work plan.
2. Clean cooling towers. Clean by washing down all water contact surfaces in accordance to Manufacture’s recommendations. Remove sediment and debris from cold water basins (sump) and hot water basins (hot deck).
3. Inspect condition of spray nozzles and fill. Check structural supports. Flush drain lines repeatedly until all scale and solids are removed. Contact FACILITY personnel to verify that the effluent is free of debris and contaminants. Report observations to the FACILITY and recommend any necessary repairs/replacements.
4. Inspect and clean louvers.
5. Inspect suction screens for plugging and clean as required.
6. Exercise all valves to ensure they are fully operational.
7. Meg cooling tower fan drive motor windings. Record values and compare with Manufacturers’ specifications and previous readings. Provide evaluation in report and specifically note any significant variance.
8. Inspect fans, bearings, shaft couplings, housings, protective shields, motors and drives. Clean and lubricate motors as necessary. Report observations to the FACILITY and recommend any necessary repairs/replacements.
9. Provide service to the cooling tower fan motor variable frequency drives (VFD) as specified in Appendix D, Exhibit A, Building 60 Variable Frequency Drives.
10. Fill tower per Manufacturers’ specifications.
11. Start and operate units in accordance with the Manufacturers’ instructions. If applicable, sequence units through entire operating range.
12. Inspect for any abnormal vibrations. Report to the FACILITY if repair is required.
13. After the system has operated for approximately fifteen (15) minutes, secure the tower pumps and drain, flush, and refill system. This includes cleaning and flushing of condenser water strainers.
14. Operate Gear reducer until oil is warm. Drain oil and refill with new.
15. Re-start system and provide water treatment as detailed in Appendix D, Exhibit A, Water Treatment.

MONTHLY PREVENTIVE MAINTENANCE

1. Power wash tower structure, basin and fill to remove all scale and debris. Verify spray nozzles have effective distribution, spray pattern and droplet size. CAUTION: To prevent damage to tower components, do not use high pressure at close distance.
2. Visually inspect Gear reducer for oil leaks.
3. Lift hot deck plates and inspect hot deck nozzles for plugging. Clean as required.
4. Inspect and clean louvers.
5. Inspect suction screen for plugging. Clean as required.
6. Check operation of make-up water and blow down valves. Adjust as required.
7. Inspect for any abnormal vibrations and evaluate overall operation of the tower cells. Report observations to the FACILITY and recommend any necessary repairs/replacements.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

8. Inspect cold water basin for silt, slime, or algae build up. Clean as required.

SEASONAL SHUTDOWN

1. Coordinate tower shutdown maintenance with water treatment and sanitizing services as detailed in Appendix D, Exhibit A, Water Treatment.
2. Drain and flush cooling tower and entire condenser water system. Remove and clean condenser pump strainers. Continue this process until the strainers are free of debris and corrosion products.
3. Clean cooling towers by washing down all water contact surfaces in accordance to Manufacture's recommendations.
4. Refill with fresh water.
5. Add suitable sterilizing cleaner.
6. Circulate through cooling tower and entire circulating system, utilizing all three (3) condenser water pumps.
7. Drain and flush thoroughly. Remove and clean condenser pump strainers.
8. Refill cleaned system with fresh water.
9. Coordinate final system shutdown with Seasonal Shutdown requirements specified in Appendix D, Exhibit A, Water Treatment. Add suitable corrosion inhibitor, biocides, fungicides, and algacides in accordance with label dosages to control growth of bacteria, algae, and protozoa that could contribute to the nutritional needs of legionellae.
10. Circulate through cooling tower and entire system, including pumps.
11. Slowly drain to a safe level below the roofline that will not be subject to freezing.
12. Plug the discharge pipe at the bottom of the cooling tower with a plug that will keep out the rain, water, ice, snow, etc.
13. Secure all makeup water systems.
14. Inspect condition of spray nozzles and fill, check all structural supports and bolted connections and tighten as required. Report and recommend to the FACILITY any necessary repair.
15. Visually inspect the drift eliminators. Remove debris or scale.
16. Inspect fans, bearings, couplings, housings, protective shields, motors, drives and belts. Lubricate as necessary. Check belts for wear and adjust for proper tension. Report and recommend to the FACILITY if replacement is required. Multi-belt drives shall only be replaced with matched sets. Belt replacement is covered as a "Soft Part," as described under Appendix D, "Contractor General Responsibilities," Item 13. Note: Provide date of replacement and technician's initials on belt guard or side of fan.
17. Report any abnormal vibrations, noise, heat, or leaks to the FACILITY and if repair is required.
18. Operate gear reducers until oil is warm. Drain oil and refill with new. Report actions to the FACILITY.

CHILLER AND ASSOCIATED SYSTEM CONTROLS / BUILDING 60

The intent of this section of the Contract is to provide and ensure preventive maintenance to all control systems directly associated with operating and protecting the chillers, cooling towers, primary and secondary chilled water systems, and personal health and safety systems (i.e. refrigerant monitoring and emergency ventilation systems not specifically noted elsewhere in this Contract). These systems include all controls directly related to the equipment specifically listed in Appendix D Equipment List (Exhibit B). This preventive maintenance applies to all DDC control systems.

Direct Digital Controls (DDC)

SEASONAL STARTUP

1. Verify operation of all analog inputs and outputs. Calibrate as required. Report any program modifications made including device(s) calibrated, as-found and as-left readings.
2. Verify operation of all digital inputs and outputs.
3. Check all power supplies for proper voltages and operation.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

4. Verify proper operation of the User Interface Screen. Record all operating parameters, setpoints, alarms, etc. as displayed. Review with the FACILITY.
5. Confirm that the Sequence of Operation for multiple chiller operation is functioning correctly.
6. Verify proper loading and unloading of single and multiple chillers and associated ancillary equipment.
7. Verify proper operation of all software and associated hardware.
8. Calibrate all operating controls.

MONTHLY PREVENTIVE MAINTENANCE

1. Review operating logs with the FACILITY. Note any abnormal operating conditions and make necessary adjustments/corrective actions.
2. Verify proper operation of the User Interface Screen. Record all operating parameters, setpoints, alarms, etc. as displayed. Review with the FACILITY.

SEASONAL SHUTDOWN

1. Download program or library copy. Provide one (1) copy of the most recent revision to the Plant Superintendent or designee.

CONDENSER WATER SIDE STREAM FILTRATION SYSTEM / BUILDING 60

SEASONAL STARTUP

1. Remove, clean, and inspect pump strainer.
2. Verify pump and motor shaft free rotation by turning by hand (if possible).
3. Inspect bearings, housings, and motors. Lubricate as necessary.
4. Check operation of pump motor starter, thermal overload protection, and fuse protection. Inspect contact surfaces for wear or pitting.
5. Ensure proper valve alignment. Check manual blowdown valve closed.
6. Place system in operation by starting pump. Verify flow by observing pump differential pressure using suction and discharge pressure gauges. Record suction and discharge pressures and provide to the FACILITY.
7. Check motor voltage and current during operation and compare to nameplate data.
8. After first hour of operation, briefly open manual blowdown valve and observe condition of effluent discharge to drain. Report observations to the FACILITY.

MONTHLY PREVENTIVE MAINTENANCE

1. Inspect system and equipment for leaks. Report observations to the FACILITY and recommend any necessary repairs/replacements.
2. Remove, clean, and inspect pump strainer.
3. Record pump suction and discharge pressures. Compare with previous values and provide to the FACILITY.
4. Briefly open manual blowdown valve and observe condition of effluent discharge to drain. Report observations to the FACILITY.

SEASONAL SHUTDOWN

1. Shutoff all electrical power.
2. Remove, clean, and inspect pump strainer.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

VARIABLE FREQUENCY DRIVES / BUILDING 60

The preventive maintenance requirements for Variable Frequency Drives (VFD) are applicable to all drives controlling equipment that is listed in the Equipment List (Exhibit B) of Appendix D. This includes the secondary chilled water pumps (2) and cooling tower fan motors (3). The specific requirements for drives of different manufacturers can vary, and it is the responsibility of the CONTRACTOR to ensure that the VFD manufacturers' guidelines/requirements for preventive maintenance are followed.

SEASONAL STARTUP

1. Ensure that power to the VFD is de-energized. Inspect all wiring, insulation and connections for abnormal wear. Tighten all electrical connections.
2. Properly clean drive cabinets using appropriate techniques so as not to damage sensitive components/equipment.
3. Apply input power to the drive for two (2) hours prior to actually operating the drive/motor system.
4. Check programs and update as required.
5. Check for proper operation and calibrate as required all transducers, flow meters, and current sensors that are directly associated with the VFD. Sensing lines providing input to the transducers are to be blown down/cleaned to ensure accuracy of the measured medium. All actions and observations to be provided to the FACILITY, including any recommendations for necessary repair and/or replacement.
6. Operate and observe the VFD and what it controls (pump, fan). Sequence through the entire operating range of the drive and confirm response and operation of the device being controlled.
7. Confirm operation of the drive in bypass.
8. Review VFD operation with the FACILITY and evaluate integration of the VFD operation into overall system operation. Report observations to the FACILITY and any recommendations for repair and replacement.

MONTHLY PREVENTIVE MAINTENANCE

1. Review VFD operation with the FACILITY and evaluate integration of the VFD operation into overall system operation. Report observations to the FACILITY and any recommendations for repair and replacement.

SEASONAL SHUTDOWN

1. Ensure that power to the VFD is de-energized. Inspect all wiring, insulation and connections for abnormal wear. Tighten all electrical connections.
2. Properly clean all drive cabinets using appropriate techniques so as not to damage sensitive components/equipment.

REFRIGERANT MONITORING SYSTEM / BUILDING 60

SEASONAL STARTUP

1. Inspect internal sample pump and ensure proper operation.
2. Calibrate unit in accordance with manufacturers' instructions.
3. Inspect refrigerant monitor and test/confirm proper operation of sampling location in the chiller plant.
4. Test and confirm proper operation of all interconnected alarms and protection sequences associated with the chiller ventilation system (Exhaust fan EF-A-0-1 and intake louvers as detailed in Exhibit B, Equipment List).

MONTHLY PREVENTIVE MAINTENANCE

1. Inspect refrigerant monitor and interconnected alarms, ventilation and exhaust systems, and all other interconnect devices; test to confirm proper operation.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

CONDENSER AND CHILLED WATER PUMPS AND MOTORS, VALVES, PIPING, AND ANCILLARIES / BUILDING 60, 45 & 41

Note: Building 45 & 60 Refrigeration Only - Equipment will receive Monthly Preventive Maintenance year round.

SEASONAL STARTUP

PUMPS

1. Inspect pumps for leaks. Report observations to the FACILITY and recommend any necessary repairs/replacements.
2. Inspect pump bearings, seals, shaft couplings, housings, and protective shields. Report observations to the FACILITY and recommend any necessary repairs/replacements.
3. Inspect pump motor starters for proper operation.
4. Operate all pumps and motors. Report any abnormal vibration, noise or operating conditions to the FACILITY.

PIPING

1. Visually inspect condition of the piping system, including exposed piping and insulation. For Building 60, this is limited to the piping within the confines of the mechanical equipment room containing the main chilled water system components.
2. Ensure all piping has been properly filled and vented prior to starting the system(s).
3. After 24 hours of system operation, open and clean strainers on all water systems (chilled and condenser water, as applicable).

EXPANSION/COMPRESSION TANKS

1. Inspect tanks for signs of leakage or corrosion (steel tanks).
2. Verify proper pressurization and integrity (absence of water) of all bladder style tanks (must be done by isolating tank and obtaining atmospheric pressure on water side of tank). If necessary, re-charge bladder style tanks with compressed air to system design pressure. Isolate tank from system and record bladder pressure prior and subsequent to charging.
3. Verify proper tank level as noted in sight glass (if applicable).

AIR SEPARATORS

1. Open blow down valve (if equipped) for a few seconds to remove any dirt accumulated in the bottom of the air separator.

VALVES

1. Inspect integrity of all condenser and chilled water system valves directly associated with chilled water system operation. Report observations to the FACILITY and recommend any necessary repairs/replacements.

MONTHLY PREVENTIVE MAINTENANCE

Note: Building 45 & 60 Refrigeration Only - Equipment will receive Monthly Preventive Maintenance year round.)

PUMPS

1. Inspect pumps for leaks. Report observations to the FACILITY and recommend any necessary repairs/replacements.
2. Visually inspect operation and report any abnormal vibration, noise or operating conditions to the FACILITY.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

VALVES

1. Inspect integrity of all condenser and chilled water system valves directly associated with chilled water/refrigeration system operation. Report observations to the FACILITY and recommend any necessary repairs/replacements.

INSTRUMENTATION

1. Check all gauges for accuracy. Report observations to the FACILITY and recommend any necessary repairs/replacements. Gauge replacement is covered as a “Soft Part,” as described under Appendix D, “Contractor General Responsibilities,” Item 13.

SEASONAL SHUTDOWN

PUMPS

1. Survey all condenser and chilled water system pumps directly associated with chiller operation, noting all deficiencies that should be addressed following the Seasonal Shutdown service. Report on survey findings to the FACILITY.
2. Meg drive motor windings for all condenser and chilled water pumps. Record values and compare with Manufacturers’ specifications and previous readings. Provide evaluation in report and specifically note any significant variance.
3. Inspect motor starters and VFDs. Visually inspect motor starter/control center. Check operation of starter and inspect contact surfaces for wear or pitting. Check overload settings and check/tighten ALL electrical connections. Properly clean the cabinet to eliminate dust build-up. Solid state starters must be serviced and maintained according to unit manufacturers’ recommendations.
4. Lubricate pump and pump motor bearings per manufacturers’ recommendation.
5. Survey motor – pump – piping coupling and report condition and any necessary repair/replacement to the FACILITY.

PIPING

1. Blow down all water system strainers. Clean as necessary. Inspect and drain all piping necessary to prevent winter freeze up. Report on survey findings to the FACILITY including all recommendations for repair/replacement.

VALVES

1. Visually inspect and check the integrity of all water valves. Add/adjust packing/packing glands or seals as necessary. Report on survey findings to the FACILITY including all recommendations for repair/replacement.
2. Operate control valves over full modulation range to ensure proper operation. Adjust as required.

INSTRUMENTATION

1. Check all gauges for accuracy. Report observations to the FACILITY and recommend any necessary repairs/replacements. Gauge replacement is covered as a “Soft Part,” as described under Appendix D, “Contractor General Responsibilities,” Item 13.
2. Check and calibrate chilled water and condenser water temperature sensors and flow meters. If instrumentation cannot be calibrated in accordance with the Manufacture’s specification, report/recommend to the FACILITY corrective actions.
3. Check and calibrate all differential pressure transmitters and flow switches. Report/recommend to the FACILITY any necessary repairs.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

AIR-COOLED SCROLL CHILLER / BUILDING 41

SEASONAL STARTUP

1. Clean all condenser coil surfaces using a high volume/low pressure washer and compatible coil cleaning solution. Clean the surrounding floor area of any trash, leaves and other debris to prevent the restriction of air flow to the condenser. Straighten bent coil fins as required.
2. Ensure glycol system is properly filled and vented.
3. Inspect all piping, valves, chiller components, pumps, motors, starters and all associated controls for obvious deficiencies that may have occurred since the last operation of the chiller and associated components. Report to the FACILITY any necessary repairs/replacements required prior to starting the equipment.
4. Verify compressor suction and discharge valves are backseated (open) and liquid lines valves are open.
5. Visually inspect motor starters (compressor and chilled water pump). Properly clean all electrical and control enclosures to eliminate dust/dirt build-up. Check operation of starter and inspect contact surfaces for wear or pitting. Check overload settings and check/tighten ALL electrical connections. Inspect all contactors and relays, replace as necessary. Check accuracy of thermistors, replace if greater than +/-2° F variance from calibrated thermometer
6. Check for proper oil level in compressor oil sight glass. Acceptable oil level is from 1/8 to 3/8 of compressor oil sight glass.
7. Confirm that the crankcase heaters are operating properly and have been in operation for a minimum of 24 hours prior to starting the chiller.
8. Check chilled water strainers, clean as necessary.
9. Verify operation of cooler and hydronic package heaters. Heaters operate at the same voltage as the main incoming power supply and are single phase. Heater current is approximately 0.4 amps for 460v units and 0.8 amps for 230v units.
10. Inspect compressor suspension. Verify that the compressors are floating freely on the springs.
11. Confirm that cooler band heaters (winter freeze protection) are de-energized.
12. Inspect for refrigerant and oil leaks. Immediately notify the FACILITY if leaks are detected. All leaks to be repaired as T&M proposals. Check refrigerant levels and recharge if needed. Refer to Contractor General Requirements for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY. The cost of additional oil due to leaks will be the responsibility of the FACILITY. Repairs to be performed and funded using the T&M allowance of this contract, after FACILITY approval. Any necessary disposal of used oil or refrigerant will be the responsibility of the CONTRACTOR. Report all actions to the FACILITY. CONTRACTOR to provide to the FACILITY all required Federal, State and Local documentation required (waste manifests, bills of lading, etc) for disposal of any hazardous and/or regulated waste.
13. Perform "Service Test" spelled out in unit Operations Manual to verify proper operation of condenser fan(s), compressors, minimum load valve solenoid, cooler pump(s), EXV's, and remote alarm relay.
14. Start and operate the chilled water system in accordance with standard operating protocols. Verify proper chiller start-up and operating sequence. Record manual setting of leaving chilled water temperature and provide to the FACILITY.
15. Check refrigerant filter driers for excessive pressure drop. Replace as necessary.
16. Verify clear flow of refrigerant in moisture-liquid indicator sight glasses (one per circuit). Trim refrigerant charge as necessary.
17. Observe moisture-liquid indicator sight glass (one per circuit) for signs of moisture. If water is indicated, report to the FACILITY, determine cause and recommend required corrective action.
18. Verify unit operates under load at the proper suction/discharge pressures, discharge temperature and superheat. Clean cooler vessel if necessary.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

MONTHLY PREVENTIVE MAINTENANCE

1. Inspect air-cooled condenser coils for cleanliness and accumulation of dirt and debris. Clean coils if necessary based on visual inspection or indication of degraded heat transfer effectiveness (i.e., elevated compressor head pressure). As a minimum, air-cooled condenser coils are to be cleaned during the July Monthly Preventive Maintenance visit. Clean the surrounding floor area of any trash, leaves and other debris to prevent the restriction of air flow to the condenser.
2. Inspect for refrigerant and oil leaks. Immediately notify the FACILITY if leaks are detected. All leaks to be repaired as T&M proposals. Check refrigerant levels and recharge if needed. Refer to Contractor General Requirements for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY. The cost of additional oil due to leaks will be the responsibility of the FACILITY. Repairs to be performed and funded using the T&M allowance of this contract, after FACILITY approval. Any necessary disposal of used oil or refrigerant will be the responsibility of the CONTRACTOR. Report all actions to the FACILITY. CONTRACTOR to provide to the FACILITY all required Federal, State and Local documentation required (waste manifests, bills of lading, etc) for disposal of any hazardous and/or regulated waste.
3. Check for proper oil level in compressor oil sight glass. Acceptable oil level is from 1/8 to 3/8 of compressor oil sight glass.
4. Verify clear flow of refrigerant in moisture-liquid indicator sight glasses (one per circuit). Trim refrigerant charge as necessary.
5. Observe moisture-liquid indicator sight glass (one per circuit) for signs of moisture. If water is indicated, report to the FACILITY, determine cause and recommend required corrective action.
6. Check chilled water flow switch operation.
7. Inspect chilled water piping for leaks. Report to the FACILITY if repair/corrective action is required.
8. Review FACILITY operating logs with appropriate staff (to be specified by Plant Superintendent) and discuss operations with FACILITY staff. Report to the FACILITY abnormalities, identified deficiencies and all concerns.

SEASONAL SHUTDOWN

1. Confirm operation of compressor crankcase heaters. Heaters to remain activated through off season.
2. Verify operation of cooler and hydronic package heaters. Heaters operate at the same voltage as the main incoming power supply and are single phase. Heater current is approximately 0.4 amps for 460v units and 0.8 amps for 230v units.
3. Run all equipment necessary to raise the oil temperature to operating level. Take sample of used compressor oil and provide the sample to a qualified laboratory for analysis. Provide a report to the FACILITY, including evaluation and recommendations by the CONTRACTOR and testing laboratory based on the results of the analysis. Oil analysis to include metals, moisture, and acid test. If a recommendation is made to replace the oil, submit a T&M proposal for the removal and disposal of the contaminated oil and the addition of new oil. Use the Manufacture's recommended oil.
4. Run all equipment necessary to operating condition. Take sample of refrigerant and provide the sample to a qualified laboratory for analysis. Provide report to the FACILITY, including evaluation and recommendations by the CONTRACTOR and testing laboratory based on the results of the analysis. Parameters tested to include high boiling residue, acid number, and moisture content. If required, based on analysis, replace refrigerant. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal.
5. Meg chiller compressor drive motor windings. Record values and compare with Manufacturers' specifications and previous readings. Provide evaluation in report and specifically note any significant variance.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

6. Inspect for refrigerant and oil leaks. Immediately notify the FACILITY if leaks are detected. All leaks to be repaired as T&M proposals. Check refrigerant levels and recharge if needed. Refer to Contractor General Requirements for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY. The cost of additional oil due to leaks will be the responsibility of the FACILITY. Repairs to be performed and funded using the T&M allowance of this contract, after FACILITY approval. Any necessary disposal of used oil or refrigerant will be the responsibility of the CONTRACTOR. Report all actions to the FACILITY. CONTRACTOR to provide to the FACILITY all required Federal, State and Local documentation required (waste manifests, bills of lading, etc) for disposal of any hazardous and/or regulated waste.

PNEUMATIC CONTROL AIR COMPRESSOR AND ANCILLARIES / BUILDING 41

SEMI-ANNUAL PREVENTIVE MAINTENANCE

COMPRESSOR

1. Drain air storage tank and check traps.
2. Change oil and oil filter, resume operation and check oil level and pressure. The CONTRACTOR is responsible for the proper off-site disposal of all waste oil and oil filters.
3. Check belts for proper tension and wear. Adjust tension or alignment if necessary. Replace if required. If multi-belt set requires replacement, do not replace individually. Replace belts as a set. Belt replacement is covered as a "Soft Part," as described under Appendix D, "Contractor General Responsibilities," Item 13. Note: Provide date of replacement and technician's initials on belt guard or side of fan.
4. Check sheave alignment. Adjust as required.
5. Change suction filter.
6. Inspect operation of unloader and check valve and confirm proper operation.
7. Inspect high pressure safety relief valve and confirm proper operation. Report to the FACILITY if replacement is required.
8. Inspect motor, motor starter and lubricate. Report observation to the FACILITY and recommend required repairs/replacement.
9. Check operation of P/E switch, starter and lead/lag selector switches. Report observations to the FACILITY and if repair/replacement is recommended.
10. Check and reset the cut-in/cut-out pressure controls as required.
11. Tighten all connections.
12. Inspect the compressor and entire air supply system for air leaks. Report observations to the FACILITY and recommend required corrective actions.
13. Inspect for oil carryover. Report observation to the FACILITY and, if present, recommend appropriate corrective action.

REFRIGERATED AIR DRYER

1. Operate and inspect for proper operation. Report observation and any recommended corrective actions to the FACILITY.
2. Check refrigerant pressure and record.
3. Record refrigerant temperature.
4. Brush clean, vacuum condenser coil and cover grills as required.
5. Comb condenser fins if required.
6. Operate drain trap and bypass valve. Ensure proper operation.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

FILTER AND PRESSURE REDUCING STATION

1. Check and operate all safety valves.
2. Change coalescent and/or general purpose filter(s).
3. Record pressure reducing valve settings and adjust as required. Report actions to the FACILITY.
4. Check and operate all valve assemblies as required.

DIRECT EXPANSION AIR CONDITIONING AND ROOFTOP UNITS / BUILDINGS 45, 48, & 60)

ANNUAL PREVENTIVE MAINTENANCE (Pre-Cooling Season: April)

COMPRESSOR

1. Inspect mounting bolts and tighten if needed.
2. Inspect all wiring for deterioration and tighten electrical contacts. Check for corrosion and clean.
3. Verify unit grounding.
4. Confirm that the compressor crankcase heater is operating properly and has been in operation for a minimum of eight (8) hours prior to starting the unit in cooling mode. This is accomplished by turning the thermostat to 'OFF' and closing the unit disconnect switch.
5. Check for refrigerant leaks and recommend repairs as necessary.
6. Check for oil leaks and recommend repairs as necessary.
7. Start and run unit, check action of controls, relays, switches and safeties or limit switches.
8. With unit in operation, measure and record compressor suction and discharge pressure. Compare values with normal operating pressures provided in the unit's Service Facts information. Provide readings to the FACILITY.
9. Check refrigerant charge and recharge if needed. Refer to CONTRACTOR GENERAL REQUIREMENTS for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal.

CONDENSER:

1. Inspect and clean condenser coils. Remove dirt and debris that has accumulated since seasonal shutdown. More substantial coil cleaning including the use of an approved environmentally friendly liquid coil cleaner, vacuum, brush, spray or pressure wash may be required to ensure the removal of pollen and other spring time air borne particulate as necessary. Coil cleaning methodology must be approved by the FACILITY. Report actions and any required repairs to the FACILITY.
2. Comb condenser coils with a fin comb if necessary. Report observations and actions taken to the FACILITY.
3. Inspect all wiring for deterioration and tighten electrical contacts. Inspect for corrosion and clean as necessary.
4. Inspect condenser fans, bearings, housings, protective shields, motors, drives and/or belts. Lubricate as specified by the manufacturer. Report observations to the FACILITY and recommend any necessary repairs/replacements.
5. Inspect fan motor starters. Visually inspect motor starter/control center. Verify operation of starter and inspect contact surfaces for wear or pitting. Report observations to the FACILITY and recommend any necessary repairs/replacements.
6. Inspect mounting bolts and tighten if needed.

AIR HANDLING UNIT (EVAPORATOR):

1. Inspect bearing collar set screws on fan shaft to make sure they are tight.
2. Inspect fan blades and moving parts for cracks and excessive wear.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

3. Inspect fan for vibration or excessive noise.
4. Inspect all wiring for deterioration and tighten electrical contacts.
5. Visually inspect motor starter for broken parts, contact arcing or any evidence of overheating.
6. Lubricate fan and motor bearings.
7. Inspect dampers and fan blades for dust buildup and clean if necessary.
8. Replace filter(s). Replacement filters will be in accordance with Manufacturers' specifications. CONTRACTOR shall write the installation date and technician's initials on each filter with permanent ink. The CONTRACTOR is responsible for the proper off-site disposal of all used filters.
9. With unit in operation, measure and record superheat temperatures. Adjust as required and notify FACILITY.

ANNUAL PREVENTIVE MAINTENANCE (Pre-Heating Season: October)

1. Check operating and safety controls.
2. Lubricate fan and motor bearings.
3. Inspect belts for proper tension and wear. Adjust tension or alignment if necessary. Replace if required. If multi-belt set requires replacement, do not replace individually. Replace belts as a set. Belt replacement is covered as a "Soft Part," as described under Appendix D, "Contractor General Responsibilities," Item 13. Note: Provide date of replacement and technician's initials on belt guard or side of fan.
4. Check operation of compressor crankcase heater.
5. Check damper operation. Lubricate and adjust as required.
6. Replace filter(s). Replacement filters will be in accordance with Manufacturers' specifications. CONTRACTOR shall write the installation date and technician's initials on each filter with permanent ink. The CONTRACTOR is responsible for the proper off-site disposal of all used filters.
7. Check operation of heating element.
8. Inspect the control panel wiring to verify that all electrical connections are tight, and that wire insulation is intact.

MITSUBISHI VARIABLE REFRIGERANT FLOW SYSTEM / BUILDING 60

ANNUAL PREVENTIVE MAINTENANCE (Pre-Cooling Season: April)

(Unit serves the Building 60 Pharmacy. Consists of one outdoor condenser and 5 indoor evaporators.)

1. Inspect and clean condenser coils. Remove dirt and debris that has accumulated since seasonal shutdown. More substantial coil cleaning including the use of an approved environmentally friendly liquid coil cleaner, vacuum, brush, spray or pressure wash may be required to ensure the removal of pollen and other spring time air borne particulate as necessary. Coil cleaning methodology must be approved by the FACILITY. Report actions and any required repairs to the FACILITY.
2. Comb condenser coils with a fin comb if necessary. Report observations and actions taken to the FACILITY.
3. Inspect all wiring for deterioration and tighten electrical contacts. Inspect for corrosion and clean as necessary.
4. Inspect condenser fans, bearings, housings, protective shields, motors, drives and/or belts. Lubricate as specified by the manufacturer. Report observations to the FACILITY and recommend any necessary repairs/replacements.
5. Inspect fan motor starters. Visually inspect motor starter/control center. Verify operation of starter and inspect contact surfaces for wear or pitting. Report observations to the FACILITY and recommend any necessary repairs/replacements.
6. Inspect mounting bolts and tighten if needed.
7. Inspect evaporator dampers and fan blades for dust buildup and clean if necessary.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

8. Replace filter(s) for evaporator. Replacement filters will be in accordance with Manufacturers' specifications. CONTRACTOR shall write the installation date and technician's initials on each filter with permanent ink. The CONTRACTOR is responsible for the proper off-site disposal of all used filters.

AIR HANDLING UNITS / BUILDING 41

SEMI-ANNUAL PREVENTIVE MAINTENANCE

FAN SECTION

1. Inspect bearing collar set screws on fan shaft to ensure they are tight. Tighten as necessary.
2. Inspect fan and motor sheaves for proper alignment.
3. Inspect belts for proper tension and wear. Adjust tension or alignment if necessary. Replace if required. If multi-belt set requires replacement, do not replace individually. Replace belts as a set. Belt replacement is covered as a "Soft Part," as described under Appendix D, "Contractor General Responsibilities," Item 13. Note: Provide date of replacement and technician's initials on belt guard or side of fan.
4. Inspect fan blades and moving parts for excessive wear and dust buildup. Clean as necessary.
5. Lubricate fan motors.
6. Lubricate fan shaft bearings while unit is running. Add grease slowly until slight bleeding is noted from the seals. Do not over lubricate. Remove old or excess lubricant.

FILTER SECTION

The CONTRACTOR is responsible for the procurement, replacement, and disposal of air handling unit filters.

1. Replace filters. Filters shall be pleated-type, MERV 7 (25%-30% efficiency), U.L. Class 2. Filter to fit existing filter rack without unit modification.
2. Clean filter rack and vacuum filter section after removal of old filters and prior to installation of new filters.
3. CONTRACTOR shall write the installation date and technician's initials on each filter with permanent ink.
4. CONTRACTOR is responsible for proper off-site disposal of used filters per FACILITY direction.

ANNUAL PREVENTIVE MAINTENANCE

To be performed in conjunction with the April Semi-Annual Preventive Maintenance service visit; reference the Schedule Matrix (Exhibit D).

COIL SECTION

1. Flush and clean condensate pans and drains.
2. Clean coils by brushing, blowing, vacuuming, or pressure washing.
3. Use fin comb to straighten coil fins.

ATTIC EXHAUST FANS / BUILDING 41

SEMI-ANNUAL PREVENTIVE MAINTENANCE

FAN SECTION

1. Inspect bearing collar set screws on fan shaft to ensure they are tight. Tighten as necessary.
2. Inspect fan and motor sheaves for proper alignment.
3. Inspect belts for proper tension and wear. Adjust tension or alignment if necessary. Replace if required. If multi-belt set requires replacement, do not replace individually. Replace belts as a set.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

Belt replacement is covered as a “Soft Part,” as described under Appendix D, “Contractor General Responsibilities,” Item 13. Note: Provide date of replacement and technician’s initials on belt guard or side of fan.

4. Inspect fan blades and moving parts for excessive wear and dust buildup. Clean as necessary.
5. Lubricate fan motors.
6. Lubricate fan shaft bearings while unit is running. Add grease slowly until slight bleeding is noted from the seals. Do not over lubricate. Remove old or excess lubricant.

REFRIGERATION SYSTEMS / BUILDINGS 45 & 60

QUARTERLY PREVENTIVE MAINTENANCE

COMPRESSORS:

1. Inspect mounting bolts and tighten if needed.
2. Inspect all wiring for deterioration and tighten electrical contacts. Check for corrosion and clean if necessary.
3. Verify unit grounding.
4. Verify proper operation of crankcase heater.
5. Inspect for refrigerant leaks and recommend repairs as necessary.
6. Inspect for oil leaks and recommend repairs as necessary.
7. Check refrigerant levels and recharge if needed. Refer to CONTRACTOR GENERAL REQUIREMENTS for documentation of refrigerant usage. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal.
8. Verify proper compressor oil level.
9. Check action of controls, relays, switches and safeties or limit switches.
10. Verify unit operates at the proper suction/discharge pressure and discharge temperature.

SEMI-ANNUAL PREVENTIVE MAINTENANCE

To be performed in conjunction with two (2) Quarterly Preventive Maintenance service visits; reference the Schedule Matrix (Exhibit D).

EVAPORATORS:

1. Visually inspect units. Report to the FACILITY if any of the following conditions are present:
 - a. Signs of corrosion on fins, cabinet, and piping.
 - b. Excessive or unusual vibration of fan blades or sheet metal panels when in operation. Identify fan cell(s) causing vibration and inspect motor and blade carefully.
 - c. Oil stains on headers, return bends, and coil fins. Check any suspect areas with an electronic leak detector.
2. Inspect drain pan to ensure that drain is clear of debris, obstructions or ice buildup and is free draining.
3. Clean evaporator coil and blades using a brush, pressurized water or a commercially available evaporator coil cleaner or mild detergent. **Never use an acid based cleaner.** Follow label directions for appropriate use. Ensure the product used is approved for use in particular application. Flush and rinse coil until no residue remains.
4. Check the operation of all fans and ensure airflow is unobstructed.
5. Check that each fan rotates freely and quietly. Notify the FACILITY of any fan motor that does not rotate smoothly or makes an unusual noise and requires replacement.
6. Check all fan screws and tighten if needed.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

7. Check all fan blades for signs of stress or wear. Notify the FACILITY of any blades that are worn, cracked or bent and require replacement.
8. Verify that all fan motors are securely fastened to the motor rail.
9. Inspect electrical wiring for wear, kinks, bare areas and discoloration. Notify the FACILITY of any wiring found to be damaged and in need of replacement.
10. Verify that all electrical and ground connections are secure, tighten if necessary.
11. Check operation/calibration of all fan cycle and defrost controls.
12. Measure and record superheat temperature. Adjust as required and notify FACILITY.
13. Inspect for abnormal accumulation of ice patterns and adjust defrost cycles accordingly.
14. Measure and compare actual defrost heater amp draw against unit data plate.
15. Visually inspect heaters to ensure even surface contact with the coil. Re-align heaters as needed.
16. Inspect drain line heat tape for proper operation.

COOLING TOWER / BUILDING 45

1. Clean cooling tower. Remove sediment and debris from cold water basin (sump). Inspect condition of spray nozzles and fill. Check structural supports. Flush drain lines until all scale and solids are removed. Report observations to the FACILITY and recommend any necessary repairs/replacements.
2. Inspect and clean air-side inlet and outlet ductwork.
3. Inspect fan, bearings, housings, protective shields, motors, and belts. Lubricate as necessary.
4. Inspect belts for proper tension and wear. Adjust tension or alignment if necessary. Replace if required. If multi-belt set requires replacement, do not replace individually. Replace belts as a set. Belt replacement is covered as a "Soft Part," as described under Appendix D, "Contractor General Responsibilities," Item 13. Note: Provide date of replacement and technician's initials on belt guard or side of fan.
5. Inspect for any abnormal vibrations. Report observations to the FACILITY and recommend any necessary repairs/replacements.

FLUID COOLER / BUILDING 60

1. Visually inspect unit. Report to the FACILITY if any of the following conditions are present:
 - a. Signs of corrosion on fins, cabinet, and piping.
 - b. Excessive or unusual vibration of fan blades or sheet metal panels when in operation. Identify fan cell(s) causing vibration and inspect motor and blade carefully.
 - c. Glycol leaks on coil, headers and piping.
2. Clean coil and blades using a brush, pressurized water or a commercially available coil foaming cleaner. If foam cleaner is used, **it must not be an acid based cleaner**. Follow label directions for appropriate use. Flush and rinse coil until no residue remains.
3. Clear any trash and debris away from fluid cooler.
4. Check the operation of all fans and ensure airflow is unobstructed.
5. Check that each fan rotates freely and quietly. Notify the FACILITY of any fan motor that does not rotate smoothly or makes an unusual noise and requires replacement.
6. Check all fan screws and tighten if needed.
7. Check all fan blades for signs of stress or wear. Notify the FACILITY of any blades that are worn, cracked or bent and require replacement.
8. Verify that all fan motors are securely fastened to the motor rail.
9. Inspect electrical wiring for wear, kinks, bare areas and discoloration. Notify the FACILITY of any wiring found to be damaged and in need of replacement.
10. Verify that all electrical and ground connections are secure, tighten if necessary.
11. Check operation/calibration of all fan cycle controls.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

ANNUAL PREVENTIVE MAINTENANCE – SPLIT SYSTEMS ONLY

Note: This section does not apply to the stand alone commercial refrigerators and freezers located in the Building 60 kitchen (reference Equipment List - Exhibit B).

COMPRESSORS:

1. Run all equipment necessary to raise the oil temperature to operating level. Take sample of used compressor oil and provide the sample to a qualified laboratory for analysis. Provide a report to the FACILITY, including evaluation and recommendations by the CONTRACTOR and testing laboratory based on the results of the analysis. Oil analysis to include metals, moisture, and acid test. If a recommendation is made to replace the oil, submit a T&M proposal for the removal and disposal of the contaminated oil and the addition of new oil. Use the Manufacturer's recommended oil.
2. Run all equipment necessary to operating condition. Take sample of refrigerant and provide the sample to a qualified laboratory for analysis. Provide report to the FACILITY, including evaluation and recommendations by the CONTRACTOR and testing laboratory based on the results of the analysis. Parameters tested to include high boiling residue, acid number, and moisture content. If required, based on analysis, replace refrigerant. The CONTRACTOR is responsible for the charging of refrigerant up to a total of thirty (30) pounds per contract year in aggregate for all equipment covered under this Contract as listed in the Equipment List (Exhibit B). Additional refrigerant charging above thirty (30) pounds per contract year is the responsibility of the FACILITY and will be submitted as a T&M proposal.
3. Inspect suction accumulator for leaks and corrosion.

WATER TREATMENT

This section pertains to all chilled water, condenser water, and glycol systems listed in the Equipment List (Exhibit B). Water treatment and the cleaning of sumps are considered vital parts of this Contract. For all chilled water, condenser water, and glycol systems (air-cooled condenser systems not included), full service inspections, water testing, treatment, and blow-down are to be provided by the CONTRACTOR. The intent in cleaning sumps is to remove all niches supporting biological growth. Water systems are to be appropriately treated to eliminate/minimize corrosion, scale formation and biological (including pathogens) fouling and to ensure required health and safety standards. While it is understood and anticipated that the CONTRACTOR will most likely sub-contract out the water treatment, the CONTRACTOR is ultimately responsible to the FACILITY for the proper performance of this work and to maintain proper water quality throughout the service period. The Water Treatment Technician must be properly certified, see Section 2 of the CONTRACTOR GENERAL RESPONSIBILITIES, including the Pesticide Applicator and Trainer license holding a 7G category for cooling towers in the State of New York, if necessary.

Corrosion coupon racks are installed on the Building 60 chilled and condenser water systems to aide in verification of the proper use of corrosion inhibitors. The CONTRACTOR shall utilize corrosion coupons in the existing racks and submit them to an independent laboratory for evaluation/analysis during a July Preventive Maintenance visit and at Seasonal Shutdown. Results of the analysis and recommendations of the independent laboratory are to be provided to the FACILITY.

Four (4) cooling towers, one (1) located in Building 45 and three (3) located on the roof of Building 60, support refrigeration and chilled water systems, respectively. The cooling tower in Building 45 operates continuously during the year, while the cooling towers in Building 60 operate on a seasonal basis (cooling season operation only). The CONTRACTOR is responsible to provide the appropriate water treatment for the cooling towers as detailed in the Seasonal Startup, Semi-Monthly Preventive Maintenance, and Seasonal Shutdown.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

COOLING TOWER / OPEN COOLING CONDENSER WATER TREATMENT / BUILDING 60

Chemically treated water must be kept within the following guidelines.

PROPERTY OF WATER	RECOMMENDED LEVEL
PH	6.5 to 9.01
Oxidizing Biocide Residual	0.2 ppm or higher
Non-oxidizing Biocide Residual	2 ppm or higher
Hardness as CaCO ₃	30 to 750 ppm
Alkalinity as CaCO ₃	500 ppm maximum
Total Dissolved Solids	1500 ppm maximum
Conductivity	2400 micromhos
Chlorides	250 ppm maximum as Cl
	410 ppm maximum as NaCl
Sulfates	250 ppm maximum
Silica	150 ppm maximum

1. CONTRACTOR is to provide all chemicals necessary to properly treat each system as described above.
2. CONTRACTOR is to provide all Safety Data Sheets to the FACILITY prior to delivering any chemicals to the site.
3. CONTRACTOR is responsible for ensuring that their water treatment subcontractor will provide the facility with the amount of biocide/chemical, purpose of use, manufacturer name, brand name, date and time of each addition, and the amount of added biocide each week.
4. Chemicals must be compatible with all materials used in the system.
5. Chemical scale and corrosion inhibitors, particularly acid (if used) must be introduced into the circulating water through automatic feeders at a point where total mixing and dilution occur before reaching the evaporative cooling equipment. The preferred injection point for chemical scale and corrosion inhibitors is on the discharge side of the system circulating pump. These chemicals shall not be batch fed directly into the cooling tower basin or water distribution system.
6. Parameters noted above may be adjusted according to incoming makeup water quality and water treatment method. The FACILITY or its representative, has the authority to change the recommended levels based on system conditions.
7. CONTRACTOR is responsible for the proper off-site disposal of all water treatment chemicals, waste reagents, and used containers.
8. CONTRACTOR is required to comply with all NYS DOH Legionella Regulations, regarding cooling towers and water treatment, in providing the necessary system inspections, testing, and treatment. The CONTRACTOR is required to complete and submit all required documentation of water sample laboratory test analysis results. The CONTRACTOR is required to utilize the OMH Water Treatment and PM Checklist Report document provided (Appendix D – Exhibit E) to provide the appropriate documentation to the FACILITY.

SEASONAL STARTUP WATER TREATMENT SERVICE

1. After the system is filled, vented, and fully circulated, obtain condenser water samples. Analysis of sample is to be conducted by a qualified third party water treatment laboratory specialist. Provide water treatment analysis and biological analysis reports to the FACILITY using the OMH Water Treatment and PM Checklist Report document provided (Appendix D – Exhibit E). This sample must include the standard testing protocol for gross bacteria count results.

APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks

2. If gross bacteria count analysis results are outside of the permitted parameters under the NYS DOH regulations, the CONTRACTOR must follow remediation steps per the regulation guidelines to provide appropriate disinfection.
3. Based upon results of analysis, treat water at start-up to prevent corrosion, scaling, and to properly protect against biological fouling. Modify water treatment (i.e. type of treatment, treatment intervals, etc.) based on analysis as required.
4. Check operation of all chemical feed pumps, valves, storage tanks, piping, and applicable controls. Notify the FACILITY if repair is required.
5. Install new corrosion coupons for both the chilled and condenser water systems.

SEMI-MONTHLY WATER TREATMENT SERVICE (Two Times per Month)

1. Two times per month during the operating season, obtain condenser water samples. Analysis of sample is to be conducted by a qualified third party water treatment laboratory specialist. Provide water treatment analysis and biological analysis reports to the FACILITY using the OMH Water Treatment and PM Checklist Report document provided (Appendix D – Exhibit E). This sample must include the standard testing protocol for gross bacteria count results.
2. If gross bacteria count analysis results are outside of the permitted parameters under the NYS DOH regulations, the CONTRACTOR must follow remediation steps per the regulation guidelines to provide appropriate disinfection.
3. Based upon results of analysis, treat water to prevent corrosion, scaling, and to properly protect against biological fouling. Modify water treatment (i.e. type of treatment, treatment intervals, etc.) based on analysis as required.
4. Adjust controller settings to maintain water treatment at recommended levels throughout the service period.
5. Approximately 90 days following system startup (no later than the end of July), remove corrosion coupons from condenser water systems and submit to a qualified independent laboratory for analysis. Provide a report to the FACILITY along with recommendations, within 14 business days after coupon removal. Install new corrosion coupons.
6. Check operation of all chemical feed pumps, valves, storage tanks, piping, and applicable controls. Notify the FACILITY if repair or replacement is required.
7. Each semi-monthly visit must include an evaluation of the following:
 - o System chemistry
 - o The cooling tower and associated equipment for the presence of organic material, biofilm, algae, and other visible contaminants.
 - o The general condition of the cooling tower, basin, packing material, and drift eliminator.
 - o Water make-up connections and control.
 - o Proper function of the conductivity control.'proper function of dosing equipment (e.g. pumps, strain gauges).
 - o General system cleanliness.
 - o Water distribution system operation.

SEASONAL SHUTDOWN WATER TREATMENT SERVICE

1. Obtain condenser water samples. Analysis of sample is to be conducted by a qualified third party water treatment laboratory specialist. Provide water treatment analysis and biological analysis reports to the FACILITY using the OMH Water Treatment and PM Checklist Report document provided (Appendix D – Exhibit E). This sample must include the standard testing protocol for gross bacteria count results.
2. If gross bacteria count analysis results are outside of the permitted parameters under the NYS DOH regulations, the CONTRACTOR must follow remediation steps per the regulation guidelines to provide appropriate disinfection.
3. Coordinate sanitizing and winterize the entire piping system by the addition of a glycol system coating treatment, circulation, and flushing.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

4. Remove and submit corrosion coupons from condenser water systems and submit to a qualified independent laboratory for analysis and evaluation. Provide a report to the FACILITY along with recommendations, within 14 business days after coupon removal. Replace coupons.
5. Prepare all chemical feed pumps, valves, storage tanks, piping, and applicable controls to prevent damage and leaking during winter storage. Notify the FACILITY if repair or replacement is required.

REFRIGERATION COOLING TOWER CONDENSER WATER SYSTEM / BUILDING 45

SEMI-MONTHLY WATER TREATMENT SERVICE (Two Times per Month)

1. Two times per month during the operating season, obtain condenser water samples. Analysis of sample is to be conducted by a qualified third party water treatment laboratory specialist. Provide water treatment analysis and biological analysis reports to the FACILITY using the OMH Water Treatment and PM Checklist Report document provided (Appendix D – Exhibit E). This sample must include the standard testing protocol for gross bacteria count results.
2. If gross bacteria count analysis results are outside of the permitted parameters under the NYS DOH regulations, the CONTRACTOR must follow remediation steps per the regulation guidelines to provide appropriate disinfection.
3. Based upon results of analysis, treat water to prevent corrosion, scaling, and to properly protect against biological fouling. Modify water treatment (i.e. type of treatment, treatment intervals, etc.) based on analysis as required.
4. Approximately 90 days following system startup (no later than the end of July), remove corrosion coupons from condenser water systems and submit to a qualified independent laboratory for analysis. Provide a report to the FACILITY along with recommendations, within 14 business days after coupon removal. Install new corrosion coupons.
5. Check operation of all chemical feed pumps, valves, storage tanks, piping, and applicable controls. Notify the FACILITY if repair or replacement is required.
6. Each semi-monthly visit must include an evaluation of the following:
 - o System chemistry
 - o The cooling tower and associated equipment for the presence of organic material, biofilm, algae, and other visible contaminants.
 - o The general condition of the cooling tower, basin, packing material, and drift eliminator.
 - o Water make-up connections and control.
 - o Proper function of the conductivity control.'proper function of dosing equipment (e.g. pumps, strain gauges).
 - o General system cleanliness.
 - o Water distribution system operation.

CHILLED WATER SYSTEMS (Including Ancillary Equipment) / BUILDING 60

For all chilled water systems, full service water testing and treatment are to be provided by the CONTRACTOR. Water systems are to be appropriately treated to eliminate or minimize corrosion, scale formation, and biological (including pathogens) fouling and to ensure required health and safety standards. In addition, corrosion coupons are to be installed on all chilled water systems to verify proper use of corrosion inhibitors. The coupons are to be submitted at Seasonal Shutdown and at the midpoint of the operational season (no later than the end of July) and shall include independent laboratory evaluation and analysis. While it is understood and anticipated that the CONTRACTOR will most likely sub-contract out the water treatment, the CONTRACTOR is ultimately responsible to the FACILITY for the proper performance of this work. The Water Treatment Technician must be properly certified, see Section 2 of the CONTRACTOR GENERAL RESPONSIBILITIES, including the Pesticide Applicator and Trainer license holding a 7G category for cooling towers in the State of New York, if necessary.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

Chemically treated water must be kept within the following guidelines:

Property of Water	Recommended Level
PH	6.5 to 9.01
Hardness as CaCO ₃	30 to 750 ppm ²
Alkalinity as CaCO ₃	500 ppm maximum ²
Total Dissolved Solids	1500 ppm maximum
Conductivity	2400 micromhos ³
Chlorides	250 ppm maximum as Cl
	410 ppm maximum as NaCl
Sulfates	250 ppm maximum
Silica	150 ppm maximum

1. CONTRACTOR is to provide all chemicals necessary to properly treat each system as described above.
2. CONTRACTOR is to provide all Safety Data Sheets or Safety Data Sheets to the FACILITY prior to delivering any chemicals to the site.
3. Chemicals must be compatible with the all materials of used in the system.
4. Chemical scale and corrosion inhibitors, particularly acid (if used), should be introduced into the circulating water through automatic feeders at a point where total mixing and dilution occur before reaching the evaporative cooling equipment. The preferred injection point for chemical scale and corrosion inhibitors is on the discharge side of the system circulating pump. These chemical should not be batch-fed directly into the water distribution system.
5. When chlorine is added to the system, free residual chlorine should not exceed 1 ppm.
6. Parameters noted above may be adjusted according to incoming makeup water quality, but only upon approval of the FACILITY or its representative.
7. CONTRACTOR is responsible for the proper off-site disposal of all water treatment chemicals, waste reagents, and used containers.

SEASONAL STARTUP WATER TREATMENT

1. Obtain chilled water samples. Analysis of sample is to be conducted by a qualified third party water treatment specialist providing water treatment. Provide water treatment analysis and biological analysis reports to FACILITY. Based upon results of analysis, treat water at start-up to prevent corrosion, scaling, and to properly protect against biological fouling. Modify water treatment (i.e. type of treatment, treatment intervals, etc.) based on analysis as required.
2. Check operation of all chemical feed pumps, valves, storage tanks, piping, and applicable controls. Notify the FACILITY if repair or replacement is required.

MID-SEASON WATER TREATMENT (TO BE PERFORMED IN JULY)

1. At the operating season midpoint (no later than the end of July), obtain chilled water sample. Analysis of sample is to be conducted by water treatment specialist providing water treatment. Provide water treatment analysis and biological analysis reports to the FACILITY. Based on the results of analysis, treat water to prevent corrosion, scaling, and to properly protect against biological fouling. Modify water treatment (i.e. type of treatment, treatment intervals, etc.) based on analysis as required.
2. Remove and submit corrosion coupons from chilled water systems and submit to a qualified independent laboratory for analysis. Provide report to the FACILITY along with recommendations.
3. Check operation of all chemical feed pumps, valves, storage tanks, piping, and applicable controls. Notify the FACILITY if repair or replacement is required.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

SEASONAL SHUTDOWN

1. Obtain chilled water samples. Analysis of sample is to be conducted by water treatment specialist providing water treatment. Provide water treatment analysis and biological analysis reports to the FACILITY. Based upon results of analysis, treat water for winter prior to final system draining, flushing, and shutdown.
2. Remove and submit corrosion coupons from chilled water systems and submit to a qualified independent laboratory for analysis. Provide report to the FACILITY along with recommendations.
3. Check operation of all chemical feed pumps, valves, storage tanks, piping, and applicable controls. Notify the FACILITY if repair or replacement is required.

CHILLER GLYCOL SYSTEM / BUILDING 41

Because glycols can decompose to organic acids, reducing the pH and leading to mechanical system degradation, it is imperative that routine chemical analyses of glycol fluids be performed, suitable for the specific system. Perform complete chemical analysis of glycol containing cooling fluids to ensure proper operation of the cooling system and to ensure that chemical treatment of fluids is not damaging internal surfaces of the mechanical conveyance system.

STANDARDS FOR GLYCOL SYSTEMS ANALYSIS

Fluid Property	Recommended Level
Glycol Concentration	40%
pH	8.5 to 10.5
Tolyltriazole	≥ 50 ppm
Total Dissolved Solids	500 – 1200 ppm
Total Bacteria Count	< 10 ³ CFU/ml (Bioassay Slide)

NOTES:

1. Chemicals introduced into the system must be compatible with the components of the system.
2. Additional glycol and other necessary chemicals shall be introduced into the circulating system through automatic feeders at a point where total mixing and dilution occur before reaching critical cooling equipment. The preferred injection point for chemical feed is on the discharge side of the system circulating pump. Chemicals should not be batch fed directly into the water distribution system.
3. Parameters noted above may be adjusted according to incoming makeup water quality and water treatment system employed, upon approval of the FACILITY.
4. CONTRACTOR is responsible for disposal of all water treatment chemicals and supplies.
5. Automobile grade glycol is not permitted.

BI-MONTHLY SERVICE (Once Every Two Months During Season) - Minimum Requirement

1. Determine Concentration: Concentration may be determined using a handheld refractometer. System concentration should not vary significantly from test to test. Progressively lower concentrations indicate a leaking joint or component. Find and repair the leak under the Mechanical T&M repair provisions of the contract and return the glycol concentration to its original specification. Record all actions taken and all values, before and after treatment modifications.
2. Determine pH: Fluid pH serves as an indicator for the condition of the glycol and is best measured with a field pH meter. This method is significantly more accurate than litmus paper tests. If the pH of the mixture falls below 7.0, provide a recommendation to the FACILITY. A pH value of less than seven indicates that

**APPENDIX D
PROGRAM WORK PLAN
Exhibit A – Preventive Maintenance Tasks**

oxidation of the glycol has occurred. If necessary, the CONTRACTOR shall submit a T&M Proposal for the replacement and disposal of the glycol solution.

3. Determine Total Dissolved Solids
4. Determine Bacteria Count
5. Glycol fluid properties should be within the following ranges.

REFRIGERATION FLUID COOLER GLYCOL SYSTEM - BUILDING 60

ANNUAL PREVENTIVE MAINTENANCE

(To be conducted during the Refrigeration Systems Annual Preventive Maintenance visit)

1. Sample and test the glycol system for proper Ph and concentration. Submit glycol samples to a qualified independent laboratory for analysis. Report to the FACILITY, including evaluation and recommendations by the testing laboratory based on the results of the analysis.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

						Periodic Maintenance Services (Seasonal Shutdown): Contract Year Work to be Performed		
Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Evaporator Tube Inspection & Cleaning	Condenser Tube Inspection & Cleaning	Eddy Current Test & Evaluation
BUILDING 60 CENTRIFUGAL CHILLERS								
RM-1	Centrifugal Water-Cooled Chiller	York Model YT K1 L3 E2-CRFS	Building 60 Rm. A004	450 tons	R-123	4	2, 4	4
RM-1	Centrifugal Water-Cooled Chiller	York Model YT K1 L3 E2-CRFS	Building 60 Rm. A004	450 tons	R-123	4	2, 4	4
RM-1	Centrifugal Water-Cooled Chiller	York Model YT K1 L3 E2-CRFS	Building 60 Rm. A004	450 tons	R-123	4	2, 4	4

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
BUILDING 60 COOLING TOWERS						
CT-1	Cooling Tower	Marley Model NC5013	Building 60 Roof	N/A	N/A	25 HP TEFC fan motor w/VFD S/N 32307-NC5013SS-93
CT-2	Cooling Tower	Marley Model NC5013	Building 60 Roof	N/A	N/A	25 HP TEFC fan motor w/VFD S/N 32307-NC5013SS-93
CT-3	Cooling Tower	Marley Model NC5013	Building 60 Roof	N/A	N/A	25 HP TEFC fan motor w/VFD S/N 32307-NC5013SS-93
BUILDING 60 CHILLER AND ASSOCIATED SYSTEM CONTROLS						
	Cooling Tower Fan Controls	Johnson Controls Model MS-IOM4710-0	Building 60 Rm. C310	N/A	N/A	Qty. (1) Input/Output Module P/N 24-10144-25 Rev. H Located in C310 Mech. Equip. Room
NCE-3	Chiller Control Panel	Johnson Controls Model MS-NCE25	Building 60 Rm. A003	N/A	N/A	Network Control Engine / BacNet Controller Located in Control Room
	Chiller Control Panel	Dell PowerEdge T410	Building 60 Rm. A003	N/A	N/A	ADI Server Located in Control Room
DC-A1 DC-A2	Chiller Control Panel	Johnson Controls Model MS-IOM4710-0	Building 60 Rm. A003	N/A	N/A	Qty. (2) Input/Output Modules DC-A1: RY11028 / DC-A2: RY11027 Located on wall adjacent to Chiller No. 3
FM-1	Chiller RM-1 Chilled Water Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Product Model DX030CS24BW-DM differential pressure transmitter.
FM-2	Chiller RM-2 Chilled Water Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Product Model DX140CS24BW-DM differential pressure transmitter.
FM-3	Chiller RM-3 Chilled Water Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Product Model DX030CS differential pressure transmitter.
FM-4	Secondary Chilled Water Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Rosemount Model 1151DP3S52D3 differential pressure transmitter.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
FM-5	Chiller RM-1 Condenser Water Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Product Model DX030CSBW-DM differential pressure transmitter.
FM-6	Chiller RM-2 Condenser Water Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Product Model DX030CSBW-DM differential pressure transmitter.
FM-7	Chiller RM-3 Condenser Water Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Product Model DXBWDMFCS differential pressure transmitter.
FM-8	Chilled Water De- Coupler Flow	Rosemount Diamond II Annubar Model DCR 25	Building 60 Rm. A004	N/A	N/A	Rosemount Model 3051CD2A2A11A1AM5 differential pressure transmitter.
FM-9	Chapel Chilled Water Flow	Rosemount Annubar	Chapel MER	N/A	N/A	Rosemount Model DX030C5A5BWDM differential pressure transmitter.
	Building 16 Chilled Water Flow	Johnson Yokogawa Vortex Meter Model YF110	Building 16 MER 107	N/A	N/A	S/N AAUB1A-S3S3*E / FMF / SCT
BUILDING 60 CONDENSER WATER FILTRATION SYSTEM						
	Condenser Water Separator	Lakos model RTS 0509- B	Building 60 Rm. A004	N/A	N/A	
BUILDING 60 VARIABLE FREQUENCY DRIVES						
CT-1	CT-1 Fan Motor VFD	ABB Model V04607	Building 60 Rm. C310	N/A	N/A	S/N 9312 Chassis 9281
CT-2	CT-2 Fan Motor VFD	ABB Model V04607	Building 60 Rm. C310	N/A	N/A	S/N 9312 Chassis 9268
CT-3	CT-3 Fan Motor VFD	ABB Model ACH550- VDR-038A-4+F267	Building 60 Rm. C310	N/A	N/A	S/N 2102900941 25 HP w/bypass contactor
SCHWP-1	SCHWP-1 Pump Motor VFD	ABB Model ACH 500	Building 60 Rm. A004	N/A	N/A	
SCHWP 2	SCHWP-2 Pump Motor VFD	ABB Model ACH 500	Building 60 Rm. A004	N/A	N/A	

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
BUILDING 60 REFRIGERANT MONITORING SYSTEM						
	Refrigerant Leak Detector	Genesis International Sherlock 06H-202-00809G1.70 82-0319 Sherlock 202	Building 60 Rm. A004	N/A	N/A	Sensor Module P/N 82-0101
EF-A-0-1	Exhaust Fan	Carnes Model VIBK36Y/G2UL20SK1 S/N 10471-03	Building 60 Rm. A004	7-1/2 HP Motor	N/A	There are no routine preventive maintenance tasks associated with this piece of equipment. It is considered an integral component of the emergency ventilation system and shall be inspected and tested under Appendix D, Exhibit A, Building 60 Refrigerant Monitoring System.
BUILDING 60, 45 & 41 CONDENSER AND CHILLED WATER PUMPS AND MOTORS, VALVES, PIPING AND ANCILLARIES						
PUMPS						
SCHWP-1	Secondary Chilled Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	Magnatek Model 6-3608758-03 motor 60 HP w/VFD
SCHWP-2	Secondary Chilled Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	Magnatek Model 6-3608758-03 motor 60 HP w/VFD
PCHWP-1	Primary Chilled Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	U.S. Electric Motor Model E906B motor 20 HP
PCHWP-2	Primary Chilled Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	U.S. Electric Motor Model E906B motor 20 HP
PCHWP-3	Primary Chilled Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	U.S. Electric Motor Model E906B motor 20 HP
CWP-1	Condenser Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	U.S. Electric Motor Model 6235B motor 50 HP
CWP-2	Condenser Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	U.S. Electric Motor Model 6235B motor 50 HP
CWP-3	Condenser Water Pump	N/A	Building 60 Rm. A004	N/A	N/A	U.S. Electric Motor Model 6235B motor 50 HP

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
SSP-1	Condenser Water Filtration Circulating Pump	N/A	Building 60 Rm. A004	N/A	N/A	Super E Model M15 motor 10 HP
	Closed Loop Fluid Circulating Pump	TACO S/N 1619CN2 Motor Cat. C621	Building 60 Kitchen Compressor Room	N/A	N/A	Glycol circulation pump for closed loop fluid cooler serving Building 60 kitchen refrigeration equipment. 1-1/2 HP motor
	Condenser Water Pump	Bell & Gossett Model 313 TB	Building 45 Compressor Room	N/A	N/A	Condenser water pump for indoor cooling tower. U.S. Electric Motor Model S497B Cat. DJ3E2DM
SMP-1	Chilled Water Pump	Bell & Gossett Series 80	Building 41	65 gpm @ 5 ft. TDH	N/A	In-Line Pump Size 2 x 9-1/2B 8-3/8 BF 5 HP Marathon motor
BUILDING 60 AUTOMATIC CHILLER ISOLATION VALVES						
	Chilled Water Valve RM-1	Elo-Matic Model PDN 750	Building 60 Rm. A004	N/A	N/A	
	Condenser Water Valve RM-1	Elo-Matic Model PDN 1100	Building 60 Rm. A004	N/A	N/A	
	Chilled Water Valve RM-2	Elo-Matic Model DA 75	Building 60 Rm. A004	N/A	N/A	
	Condenser Water Valve RM-2	Elo-Matic Model DA 110	Building 60 Rm. A004	N/A	N/A	
	Chilled Water Valve RM-3	Elo-Matic Model ? (no tag data)	Building 60 Rm. A004	N/A	N/A	
	Condenser Water Valve RM-3	Elo-Matic Model ? (no tag data)	Building 60 Rm. A004	N/A	N/A	
BUILDING 41 AIR-COOLED SCROLL CHILLER						
	Air-Cooled Scroll Chiller	Carrier Model 30RAP040	Building 41 South Side	35.8 tons	R-410A	

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
BUILDING 41 PNEUMATIC CONTROL AIR COMPRESSOR AND ANCILLARIES						
	Air Compressor	Colt Industries	Building 41	N/A	N/A	(2) Quincy Model 216 3 x 2.5 compressors, 1-1/2 HP motors, Filters: (2) Quincy P/N 110377F075 Belts: (2) BX56
	Air Dryer	Hankinson Model B010	Building 41	N/A	N/A	Refrigerant Air Dryer
BUILDING 60, 45 & 48 DIRECT EXPANSION AIR CONDITIONING AND ROOFTOP UNITS						
	Air-Cooled Direct Expansion	Sanyo Model XS1271 S/N 0000492 Man. Date: 01/10	Building 60 RFU Safety Office	N/A	R-410a	Condensing unit model C1271 S/N 0013401; Located on wall outside of RFU safety office; Single Washable Filter; Direct Drive belt
	Air-Cooled Direct Expansion	Goodman Model PC060-18	Building 45 WCC Roof	5 tons	R-22	S/N 9508012596
	Split-System Cooling	Mitsubishi Mr. Slim Model PU36EK1 S/N 67E00233D	Building 48 Chapel Corridor	N/A	R-22	Model is for condensing unit located outside. Evaporator is located in corridor. Direct Drive belt.
	Split-System Cooling	Mitsubishi Mr. Slim Model PU36EK1 S/N 65E00196C	Building 48 Chapel Corridor	N/A	R-22	Model is for condensing unit located outside. Evaporator is located in corridor. Direct Drive belt.
BUILDING 60 MITSUBISHI VARIABLE REFRIGERANT FLOW SYSTEM						
	Outdoor Condenser	Mitsubishi Model PUMY-P48NHMUR4	Building 60 pharmacy	N/A	R-410a	Unit serves 5 indoor cassette style evaporators located in the pharmacy

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
BUILDING 41 AIR HANDLING UNITS						
AHU-1	Air Handling Unit	Carrier Model 39BA060B10	Building 41 Basement North	N/A	N/A	S/N 870933748 2 HP Fan Motor 3-Way Hot Water Heating / 2-Way Chilled Water Cooling / Outside Air Ventilation Filters: (1) 25x25x2; (1) 16x25x2 Belt: (1) A60
AHU-2	Air Handling Unit	Carrier Model 39BA060B10	Building 41 Basement South	N/A	N/A	S/N 870933749 2 HP Fan Motor 3-Way Hot Water Heating / 2-Way Chilled Water Cooling / Outside Air Ventilation Filters: (1) 25x25x2; (1) 16x25x2 Belt: (1) A60
AHU-3	Air Handling Unit	Carrier Model 39ED08	Building 41 Attic North	N/A	N/A	S/N 1287T48770 3 HP Fan Motor 3-Way Hot Water Heating / 2-Way Chilled Water Cooling / Outside Air Ventilation Filters: (4) 25x25x2; (2) 16x25x2 Belts: (1) B36
AHU-4	Air Handling Unit	Carrier Model 28CU1116MA1056	Building 41 Attic South	N/A	N/A	S/N 1287????? 3 HP Fan Motor 3-Way Hot Water Heating / 2-Way Chilled Water Cooling / Outside Air Ventilation Filters: (4) 25x25x2; (2) 16x25x2 Belts: (1) A34
BUILDING 41 ATTIC EXHAUST FANS						
EF-1	Exhaust Fan	Cook Model 120 SQNB	Building 41 Attic North	N/A	N/A	3/4 HP Motor; Belt: (1) A38

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
EF-2	Exhaust Fan	Cook Model 120 SQNB	Building 41 Attic South	N/A	N/A	3/4 HP Motor; Belt: (1) A38
BUILDING 45 & 60 REFRIGERATION SYSTEMS						
Split System	Reciprocating Compressor (qty. 2)	Copeland Model 3DA3-0600-TFC	Building 60 Kitchen Compressor Rm.	N/A	R-408A	Two units (one operational and one standby) serve the walk-in freezer. Two evaporators (Bally Model BF 300A-3 and BF 200A-3). Water-cooled condensers utilize glycol closed loop cooling system.
Split System	Reciprocating Compressor (qty. 2)	Copeland Model NRA2-0500-TFC-100	Building 60 Kitchen Compressor Rm.	N/A	R-22	Two units (one operational and one standby) serve the cook chill freezer. Two evaporators (Bally Model BFM 300A-3). Water-cooled condensers utilize glycol closed loop cooling system.
Split System	Reciprocating Compressor	Copeland Model ERA1-0200-TAC-800	Building 60 Kitchen Compressor Rm.	N/A	R-22	Single unit serves the cook's cooler. One Bally Model BA 200A-3 evaporator. Water-cooled condensers utilize glycol closed loop cooling system.
Split System	Reciprocating Compressor	Copeland Model ERA1-0200-TAC-800	Building 60 Kitchen Compressor Rm.	N/A	R-22	Single unit serves milk products/vegetable cooler. One Bally Model BA 200A-3 evaporator. Water-cooled condensers utilize glycol closed loop cooling system.
Stand Alone	Milk/Produce Refrigerator ^(Note 2)	Bally Model BA-200A-3	Building 60 Kitchen	N/A		
Stand Alone	Cook Refrigerator ^(Note 2)	Bally Model BA-200A-3	Building 60 Kitchen	N/A		

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
Stand Alone	Quick Chill Refrigerator ^(Note 2)	Bally Model BFM-300A-3	Building 60 Kitchen	N/A		
Stand Alone	Freezer ^(Note 2)	Bally Model BF-300A-3	Building 60 Kitchen	N/A		
Stand Alone	Milk Refrigerator on Trayline ^(Note 2)	Beverage Air Model SM34N-S	Building 60 Kitchen	N/A		
Stand Alone	3-Door Refrigerator ^(Note 2)	Continental Model CON-DL3RI-SS-E	Building 60 Kitchen	N/A		
Stand Alone	Freezer ^(Note 2)	Continental Model CON-DL1FI-SS-E	Building 60 Kitchen	N/A		
Stand Alone	Ice Machine ^(Note 2)	Manitowoc Model ID0522A-161D	Building 60 Kitchen	N/A		
Stand Alone	Cook Refrigerator ^(Note 2)	Victory Model RIS-IDS7	Building 60 Kitchen	N/A		
Stand Alone	Commercial Freezer	Victory Model FIS-ID-S7	Building 60 Kitchen	N/A	R-22	Stand alone unit located in Building 60 kitchen. S/N B9348V219
Stand Alone	Commercial Refrigerator	Victory Model RIS-3D-S7	Building 60 Kitchen	N/A	R-22	Stand alone unit located in Building 60 kitchen. S/N A9348V219
Stand Alone	Commercial Refrigerator	Victory Model ACRS-ID-S7-STS-RH	Building 60 Kitchen	N/A	R-22	Stand alone unit located in Building 60 kitchen. S/N A9344V300
Stand Alone	Commercial Refrigerator	Victory Model PIS-1D-S7	Building 60 Kitchen	N/A	R-22	Stand alone unit located in Building 60 kitchen. S/N J0519392
Stand Alone	Portable Milk Cooler	Aladdin Model J717	Building 60 Kitchen	N/A	R-22	Stand alone unit located in Building 60 kitchen. S/N D97C024

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
Stand Alone	Commercial Refrigerator	Traulsen Model AHT232WUT	Building 60 Kitchen	N/A	R-22	S/N V226790K93
Stand Alone	Commercial Refrigerator	Gem Refrigeration Company Model PNT-2D-SC	Building 60 Pharmacy (Room A110E)	N/A	N/A	Stand alone unit located in Building 60 pharmacy. S/N 0994-0560
Split System	Reciprocating Compressor	Copeland Model EAVA-021E-TAC-220	Building 45 Compressor Rm.	N/A	R-404A	Compressor serves Unit 6; Evarporator A. Evaporator is Heatcraft Model LLE136BJ. Water-cooled condenser utilizes indoor cooling tower.
Split System	Reciprocating Compressor	Copeland Model # EAVA-021E-TAC-220	Building 45 Compressor Rm.	N/A	R-404A	Compressor serves Unit 6; Evarporator B. Evaporator is Heatcraft Model LLE136BJ. Water-cooled condenser utilizes indoor cooling tower.
Split System	Reciprocating Compressor	Copeland Model LAHA032E-TAC-800	Building 45 Compressor Rm.	N/A	R-404A	Compressor serves Unit 7. Evaporator is Heatcraft Model LLE204BJ. Water-cooled condenser utilizes indoor cooling tower.
	Cooling Tower	Baltimore Air Coil Model VTO-19-GC	Building 45 Compressor Room	N/A	N/A	Indoor cooling tower. LEECON Cat. 161320-00 3 HP fan motor. INDEECO Cat. 8742-1031000 Automatic Sump Heater. Belt: (1) B73
	Closed Loop Fluid Cooler (Glycol)	Heatcraft Model WGS248 S/N T04D02190	Building 60 Roof	N/A	N/A	Glycol loop. 3 fans at 1/3 HP each.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit B – Equipment List**

Item / Tag No.	Type	Manufacturer / Model	Building / Room	Size	Refrigerant	Miscellaneous Notes
WATER TREATMENT						
	Water Treatment Controller	Pulsatrol Model MCT31OBF S/N 04/99.23140	Building 60 Rm. A004	N/A	N/A	
	Chemical Injection Pump	Pulsatrol E-Plus Model LPD3Sxxx	Building 60 Rm. A004	N/A	N/A	Injection of Vaporene 9402 from 55 gallon drum.
	Chemical Injection Pump	Pulsatrol A-Plus S/N 940114558	Building 60 Rm. A004	N/A	N/A	Injection of Vaporene L-9 from 5 gallon drum.
	Chemical Injection Pump	Pulsatrol A-Plus S/N 940114553	Building 60 Rm. A004	N/A	N/A	Injection of Vaporene 7621 from 5 gallon drum.
	Chemical Injection Pump	LMI-Milton Roy Model PO41-351TI	Building 45 Compressor Room	N/A	N/A	Serves indoor cooling tower. Injection of Vaporene 9403.
	Chlorine/Bromine Power Feeder	Rainbow Lifeguard Model T300	Building 45 Compressor Room	N/A	N/A	Serves indoor cooling tower. Bromine feeder

EQUIPMENT LIST NOTES:

“N/A”: Not Available or Not Applicable.

Note 2: Denotes equipment that does not receive routine preventive maintenance under Appendix D, Exhibit A. Required maintenance, repair, or replacement of these units is covered under the Time and Material (T&M) provisions of this Agreement, after FACILITY-approval of a T&M Proposal (Exhibit D).

**APPENDIX D
PROGRAM WORK PLAN
Exhibit C – Schedule Matrix**

Item / Bldg.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Centrifugal Chillers / Building 60				SU	M	M	M	M	M	M	SD	
Cooling Towers / Building 60				SU	M	M	M	M	M	M	SD	
Chiller and Associated System Controls / Building 60				SU	M	M	M	M	M	M	SD	
Condenser Water Side Stream Filtration System / Building 60				SU	M	M	M	M	M	M	SD	
Variable Frequency Drives / Building 60				SU	M	M	M	M	M	M	SD	
Refrigerant Monitoring System / Building 60				SU	M	M	M	M	M	M	M	
Condenser and Chilled Water Pumps and Motors, Valves, Piping, and Ancillaries:												
- Building 60				SU	M	M	M	M	M	M	SD	
- Building 41					SU	M	M	M	M	SD		
- Buildings 45 and 60 - Refrigeration	M	M	M	M	M	M	M	M	M	M	M	M
Air Cooled Scroll Chiller / Building 41					SU	M	M	M	M	SD		
Pneumatic Control Air Compressor and Ancillaries / Building 41			SA						SA			
Direct Expansion Air Conditioning and Rooftop Units / Buildings 45, 48 & 60 ^(Note 3)				A						A		
Mitsubishi Variable Refrigerant Flow System / Building 60				A								
Air Handling Units / Building 41				SA / A						SA		
Attic Exhaust Fans / Building 41				SA						SA		
Refrigeration Systems / Stand Alones / Compressors & Evaporators / Building 45 & 60 ^(Note 4)		Q / SA			Q			Q / SA			Q	
Refrigeration Systems / Split Systems Only Building 45 & 60											A	

**APPENDIX D
PROGRAM WORK PLAN
Exhibit C – Schedule Matrix**

Item / Bldg.	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Water Treatment:												
Cooling Tower / Open Cooling Condenser Water System / Building 60				SU	SM	SM	SM	SM	SM	SM	SD	
Refrigeration Cooling Tower Condenser Water System / Building 45	SM											
Central Chilled Water System / Building 60				SU			MS				SD	
Chiller Glycol System / Building 41 ^(Note 1)					BM		BM		BM		BM	
Refrigeration Fluid Cooler Glycol System / Building 60 ^(Note 2)											A	

SCHEDULE MATRIX NOTES:

- SU: Seasonal Startup
- SD: Seasonal Shutdown
- A: Annual PM
- SA: Semi-Annual PM
- Q: Quarterly PM
- BM: Bi-Monthly PM
- M: Monthly PM
- MS: Mid-Season PM
- SM: Semi-Monthly PM

Notes:

1. Glycol sampling/analysis shall be performed in conjunction with the Building 41 Scroll Chiller Seasonal Startup.
2. Glycol sampling/analysis shall be performed in conjunction with the Refrigeration Systems Annual Preventive Maintenance service.
3. The Annual Pre-Cooling PM will be conducted in April. The Annual Pre-Heating PM will be conducted in October.
4. Semi-Monthly sampling/analysis of Building 45 Refrigeration Cooling Tower Condenser Water System required as detailed in Appendix D, Exhibit A, Water Treatment.

The FACILITY reserves the right to alter the Schedule Matrix as necessary.

**APPENDIX D
PROGRAM WORK PLAN
Exhibit D – Time and Material (T&M) Proposal Form**

Directions: Refer to page 2 of the T&M Proposal Form for detailed instructions on completing this form.

Section I: T&M Identification and Contact Information

CONTRACT NUMBER:	CONTRACTOR T&M PROPOSAL NUMBER:
Check Box if EMERGENCY T&M:	<input type="checkbox"/> Emergency T&M
CONTRACTOR NAME:	FACILITY NAME:
PHONE:	PHONE:
CONTACT PERSON:	CONTACT PERSON:
FAX / EMAIL: /	FAX / EMAIL: /

Section II: FACILITY Health and Safety Justification: (**FACILITY** to provide a justification that explains the critical nature of the request and how the request directly impacts the health and/or safety of the clients, employees, and/or visitors.)

Section III: T&M Repair Justification [min. 1 paragraph, 25 words]: (**CONTRACTOR** to provide a detailed justification that explains the need for the repair.)

Section IV: T&M Repair Scope of Work [min. 1 paragraph, 25 words]: (**CONTRACTOR** to provide a detailed description of the proposed scope of work. The following **MUST** be included in the description: 1) Building Number; 2) Equipment Description; and 3) Equipment Tag.)

Section V: T&M Not-to-Exceed Quote:

A. Labor

Description (indicate technician classification per Appendix B)	Estimated Labor Hours	Contracted Hourly Labor Rate	Total Labor Quote
____ Technician Straight Time			
____ Technician Straight Time			
____ Technician Overtime			
____ Technician Overtime			
Explain Reason for Overtime:			
Total Labor Quote:			

B. Material, Equipment and Specialized Subcontractor Costs

Description of Major Components	Quantity	Total Estimated Cost	Material Markup (%)	Less Discounts Allowed	Total Material Quote
1.			%		
2.			%		
3.			%		
Misc. Materials	N/A		%		
Freight / Shipping and Handling	N/A		N/A		
Total Material, Equipment and Specialized Subcontractor Quote:					

Total T&M Not-to-Exceed Quote for Scope of Work (A+B): _____

Insert Facility Name accepts T&M proposal **#Insert T&M Proposal Number** for contract **#Insert Contract Number** relating to scope of work and pricing. All other terms and conditions are as defined in Appendix D, Program Work Plan. Should there be a discrepancy between this T&M proposal and the service contract, the contract rates, terms and conditions will take precedence.

Facility Business Office (FBO) Designee: _____
 Title: _____
 Date: _____
 Signature: _____

Contractor Representative: _____
 Title: _____
 Date: _____
 Signature: _____

APPENDIX D
PROGRAM WORK PLAN
Exhibit D – Time and Material (T&M) Proposal Form

Directions for Completing the OMH T&M Proposal Form

The CONTRACTOR shall complete Sections I, III, IV and V on page 1. In Section I, CONTRACTOR shall provide a T&M identification number and indicate if this proposal is for an Emergency T&M response. OMH will not consider approval of this T&M if any sections or fields are omitted by the CONTRACTOR. CONTRACTOR shall sign the proposal at the time it is submitted to the FACILITY for approval; the FBO designee shall sign the proposal after it has been approved by the Administrative Support Services Group (ASSG). Please expand any sections and/or use additional pages as necessary to provide the required detailed T&M repair information. OMH reserves the right to alter the T&M Proposal Form as necessary.

Summary of T&M Protocol

Step 1: During the performance of Preventive Maintenance tasks, the **Contractor** shall note any repairs necessary and provide a T&M proposal within two (2) business days via fax/email to the **Facility Plant Superintendent (FPS)** for repairs or replacements. The T&M proposal could also be initiated when the **FPS** identifies a need. Once the T&M proposal is received from the Contractor, the **FPS** determines if the work can be performed by internal staff. If the work cannot be performed internally, the **FPS** shall request ASSG-approval of the T&M “Not-to-Exceed” proposal developed by the **Contractor**, following the subsequent steps outlined below.

Step 2: **FPS**, with assistance of the **FBO** (if needed), reviews the T&M proposal to ensure that it meets the terms/rates under the contract. The **FPS** must also review and ensure that the proposal meets the following three (3) criteria for approval: 1) The facility staff is unable to perform the required repair and the contractor’s services are therefore needed; 2) The scope of work is acceptable; and 3) The price quote is reasonable.

Step 3: **FPS or FBO** forwards completed, Contractor-signed (electronic signature is acceptable) T&M Proposal Form and any related documentation via e-mail to [mailto: maintenancecontracts@omh.ny.gov](mailto:maintenancecontracts@omh.ny.gov).

Step 4: **ASSG** will e-mail the proposal to the appropriate **Consultant** to complete the review and evaluation of the T&M proposal. **Consultant** will respond with a summary of the T&M review and a recommendation for approval or disapproval, or the **Consultant** may request that additional information be provided to ASSG by the Contractor or Facility in order to complete the T&M review process.

Step 5: **ASSG** will review the T&M proposal along with the Consultant evaluation. **ASSG** will send an e-mail to the Facility T&M distribution listing approving or disapproving the T&M proposal.

Step 6: If approved, the **FBO** designee signs the T&M proposal form and forwards the signed T&M proposal to the **FPS**. The **FPS** notifies the **Contractor** to proceed and provides the signed T&M proposal.

Step 7: **Contractor** performs T&M work.

Step 8: **FPS** ensures that the work has been performed to his or her satisfaction and notifies the **FBO**.

Step 9: **Contractor** submits invoice, with a copy of the ASSG-approved T&M Proposal Form, repair service tickets, material cost supporting documentation/receipts, and invoices from sub-contractors (if utilized), to the **FBO**.

Step 10: **FPS and FBO** review the invoice to ensure that: 1) the actual hours worked and documented in the invoice and service ticket(s) is accurate as compared to the labor hours logged by the Contractor in the facility sign-in/out log book; 2) the materials billed match the costs indicated in the material cost supporting documentation; and 3) the Contractor billed at the correct labor rate(s) and applied the correct material markup as stated in Appendix B Budget. If the invoice is acceptable, **FPS** will authorize payment and the **FBO** shall submit the invoice to the **Consolidated Business Office** along with a copy of the T&M Proposal Form, all supporting T&M documentation, and the ASSG-approval email notification.

Emergency T&M Post-audit Review and Approval Process:

This process follows the T&M Protocol with the following deviations:

- The **FPS** will immediately call in the **Contractor** to perform the repair rather than waiting for the Contractor to submit a T&M Proposal for the repair. **Contractor** will then perform the necessary repair.
- After the Emergency T&M repair is complete, the **Contractor** shall then submit the related invoice to the **FBO** along with a completed ASSG T&M Proposal Form and a copy of all applicable service ticket(s) and material cost supporting documentation. The Section V: T&M Not-to-Exceed Quote section of the T&M Proposal Form shall reflect the actual costs associated with the Emergency T&M repair as detailed in the invoice submitted.
- In Step 3, the **FPS or FBO** forwards the completed, Contractor and Facility-signed T&M Proposal Form, the applicable service ticket(s) and material cost supporting documentation, and a copy of the facility sign-in/out logbook for the applicable date(s) of service via e-mail to [mailto: maintenancecontracts@omh.ny.gov](mailto:maintenancecontracts@omh.ny.gov).

**APPENDIX D
PROGRAM WORK PLAN
Exhibit E – OMH Cooling Tower Water Inspection Report**

Cooling Tower Water Inspection Report

Facility Name: _____ Date: _____
 Address: _____ System: _____
 Inspector Name: _____ Company: _____
(Print)

Chemistry	TESTING POINTS					CONTROL LIMITS		Set Point for Automated Controller
	City Make Up	Cooling Tower	System Water			Minimum	Maximum	
pH						6.5	9.01	
Conductivity*						500	1,000	
Cycles of Concentration								
Alkalinity							500	
Calcium Hardness						30	750	
Biocide Residual								
Tower PTSA								
Chilled Loop pH								
Closed Loop pH								
Langelier Saturation Index (LSI)								
Microbial								
Biological culture testing (Sani-Check AB/dip slide)								
Chemical Treatment/ Dosing Rate					Feed Settings	Comments		
Scale Inhibitor								
Corrosion Inhibitor								
Oxidizing Biocide								
Non-oxidizing Biocide								

* The conductivity control limits represent the normal operating range for the system(s).

NOTE: Indicate "NA" for items that are not applicable, and explain why it is not applicable. This inspection was completed in accordance with 10 NYCRR Part 4. The inspection included an evaluation of the cooling tower and associated equipment for the items listed below. Check the appropriate box. Discuss any unacceptable items identified on Page 2.

Inspection Items	Acceptable	Unacceptable	Comments
Presence of organic material, biofilm, algae, and other visible contaminants	<input type="checkbox"/>	<input type="checkbox"/>	
Condition of the cooling tower, basin, packing material, and drift eliminator	<input type="checkbox"/>	<input type="checkbox"/>	
Water make-up connections and control	<input type="checkbox"/>	<input type="checkbox"/>	
Proper function of the conductivity control	<input type="checkbox"/>	<input type="checkbox"/>	
Proper function of all dosing equipment	<input type="checkbox"/>	<input type="checkbox"/>	
General system cleanliness	<input type="checkbox"/>	<input type="checkbox"/>	
Water distribution system operation	<input type="checkbox"/>	<input type="checkbox"/>	

Submitted by: _____
(Inspector signature)

Accepted by: _____
(NYSOMH representative) (print) (signature)

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

Updated September 6, 2013

1. The terms and conditions of this document entitled “*Appendix F, Business Associate Agreement*” (“Business Associate Agreement”), and attached to and incorporated in the Agreement, shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of Contractor’s performance of the Agreement, and pursuant to which Contractor may be considered a “business associate” of the New York State Office of Mental Health as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services, as amended.
2. For purposes of this Business Associate Agreement, the term “Contractor” shall mean and include the term “Business Associate” as such term is defined in 45 CFR §164.103.
3. **Definitions:** Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 164.103, and 164.501.
 - a. *Breach* shall have the same meaning as the term “Breach” in §13400 of the HITECH Act and guidance issued by the Department of Health and Human Services, and shall include the unauthorized acquisition, use, or disclosure of Protected Health Information that compromises the privacy or security of such information.
 - b. *Covered Entity* shall mean the New York State Office of Mental Health.
 - c. *Data aggregation* shall mean, with respect to protected health information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - d. *Designated Record Set* shall have the same meaning as the term “Designated Record Set” in 45 CFR §164.501.
 - e. *HIPAA Rules* shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
 - f. *HITECH Act* shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, 123 Stat. 226 (Feb. 17, 2009), codified at 42 U.S.C. §§300jj *et seq.*, §§17901 *et seq.*
 - g. *Individual* shall have the same meaning as the term “Individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
 - h. *Protected Health Information.* Shall have the same meaning as the term “Protected Health Information” in 45 CFR §160.103, but is limited to the protected health information created or received by Contractor from, for or on behalf of Covered Entity in connection with or in the course of Contractor’s performance of the Agreement.
 - i. *Required by Law* shall have the same meaning as the term “Required by Law” in 45 CFR §164.103.
 - j. *Secretary* shall mean the Secretary of the Federal Department of Health and Human Services or his/her designee.
 - k. *Security Incident* shall have the same meaning as the term “Security Incident” in 45 CFR §164.304.

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

- i. *Security Rule* shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, subparts A and C.
- m. *Unsecured Protected Health Information* shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance, or as otherwise defined in §13402(h) of the HITECH Act.

4. Obligations and Activities of Contractor:

- a. Contractor agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- b. Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to this Agreement. Contractor agrees to fully comply with the responsibilities of Business Associates as set forth in §13401 of the HITECH Act.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of the Agreement.
- d. Contractor agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR §164.410, and any Security Incident of which it becomes aware. In the event of a Breach of Unsecured Protected Health Information:
 - (1) Contractor shall promptly notify Covered Entity of the Breach when it is discovered, but no later than 30 days from the discovery of the Breach. A Breach is considered discovered on the first day on which Contractor knows or should have known of such Breach. Such notification shall identify the Individuals whose Unsecured Protected Health Information has, or is reasonably believed to have, been the subject of the Breach, and their contact information.
 - (2) Covered Entity shall promptly notify Individuals about a Breach of their Unsecured Protected Health Information as soon as possible, but not later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall meet the requirements of §13402 of the HITECH Act.
- e. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Contractor agrees to ensure that any agent or subcontractor of Contractor to whom Contractor provides Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity pursuant to the Agreement agrees to at least the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such Protected Health Information. Contractor will ensure that Business Associate Agreements are executed with all subcontractors that will perform functions or activities on behalf of Contractor that involve the use or disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, Covered Entity.
- f. To the extent that the information made available to Contractor under the Agreement includes Protected Health Information in a Designated Record Set, Contractor agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

- g. To the extent that the information made available to Contractor in connection with or in the course of Contractor's performance of the Agreement includes Protected Health Information in a Designated Record Set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- h. Contractor agrees to document such disclosures of Protected Health Information under the Agreement and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- i. Contractor agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with paragraph (i) of Section 4 of this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528. If Contractor assists Covered Entity in maintaining an electronic health record (EHR), Contractor shall support Covered Entity in providing, upon the request of the Individual, an accounting of disclosures of Protected Health Information in the EHR within the prior three years, as well as an electronic copy of Protected Health Information that is part of an EHR.
- j. To the extent Contractor is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations; and shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent that Covered Entity is responsible for compliance with such rule.
- k. Contractor agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity pursuant to the Agreement, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner as designated by the Covered Entity, for purposes of the Secretary's determining Covered Entity's compliance with the HIPAA Rules.
- l. Contractor shall make its internal practices, books, and records available to the Secretary for purposes of determining its compliance with the HIPAA Rules.

5. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in the Agreement and this Business Associate Agreement, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

6. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in the Agreement or this Business Associate Agreement, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- b. Except as otherwise limited in the Agreement and this Business Associate Agreement, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided that disclosures are Required by Law, or Contractor obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will remain confidential and shall be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality obligations under this Business Associate Agreement have been breached.
- c. Except as otherwise limited in the Agreement and this Business Associate Agreement, Contractor may use Protected Health Information to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted in 45 CFR §164.504(e)(2)(i)(B).
- d. Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with New York State Mental Hygiene Law and 45 CFR §164.502(j)(1).

7. Obligations of Covered Entity

- a. Covered Entity shall notify Contractor of any limitation(s) in its Notice of Privacy Practices produced in accordance with 45 CFR §164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Contractor of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's permitted or required uses and disclosures.
- c. Covered Entity shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

8. Permissible Requests by Covered Entity

Covered Entity shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity. Covered Entity may permit Contractor to use or disclose Protected Health Information for Data Aggregation or management and administrative activities of Contractor, if the Agreement includes provisions for same.

9. Remedies in Event of Breach/Indemnification

- a. In the event of breach by Contractor of any of the covenants and assurances contained in this Business Associate Agreement, Contractor hereby agrees that immediate and irreparable harm may result to Covered Entity, and to the business of Covered Entity, which harm would not be adequately compensated by monetary damages. As such, in the event of breach of any of the covenants and assurances contained in Sections 4, 5, or 6 above, Covered Entity shall be entitled to enjoin and restrain Contractor from any continued violation of such Sections.
- b. Contractor shall defend, indemnify and hold Covered Entity harmless against all claims, losses, liability, costs and other expenses (including reasonable attorneys' fees), without limitation (collectively, "Liability"), resulting from or arising out of the acts or omissions of Contractor in the performance of its duties and obligations under this Business Associate Agreement, except to the

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Contractor's Liability under the foregoing provision shall include responsibility to pay, or where appropriate, to reimburse Covered Entity, for all costs associated with notification required by HIPAA or HITECH due to a Breach within the meaning of this Business Associate Agreement, except to the extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Contractor shall be fully liable for the actions of its agents, employees and subcontractors.

- c. The terms of this Section 9 shall survive expiration or termination of the Agreement.

10. Consideration

Contractor acknowledges that the promises it has made in this Business Associate Agreement shall, henceforth, be relied upon by Covered Entity in choosing to continue or commence a business relationship with Contractor.

11. Interpretation of this Business Associate Agreement in Relation to Other Contracts Between the Parties

Should there be any conflict between the language of this Business Associate Agreement and any other contract or agreement entered into between the Parties (either prior or subsequent to the date of this Business Associate Agreement), the language and provisions of this Business Associate Agreement shall control and prevail unless, in a subsequent written agreement, the Parties specifically refer to this Business Associate Agreement by its title and date, and specifically state that the provisions of the later written agreement shall control over this Business Associate Agreement; except that in the event of a conflict with Appendix A (Standard Terms and Conditions of New York State Contracts) in any agreement to which such Appendix A applies (either prior or subsequent to the date of this Business Associate Agreement), Appendix A shall govern.

12. Term and Termination

- a. Term. The provisions of this Business Associate Agreement shall be effective as of the effective date of the Agreement and shall survive termination of the Agreement and shall not terminate unless and until all Protected Health Information is destroyed, or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, in accordance with the termination provisions in Section (c)(2) of this Section, in which case Contractor's obligations hereunder shall continue for so long as Contractor maintains the Protected Health Information.
- b. Termination for Cause. A breach of this Business Associate Agreement by either party shall be considered a material breach of the Agreement and may be grounds for termination of the Agreement for cause.
- c. Effect of Termination.

(1) Except as provided in subparagraph (2) of this paragraph, upon termination of the Agreement for any reason, Contractor shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Contractor on behalf of Covered Entity. This provision shall apply to all Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information. Upon request by Covered Entity, Contractor shall certify in writing to Covered Entity that all Protected Health Information has been returned or destroyed as required by this section.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or

**APPENDIX F
BUSINESS ASSOCIATE AGREEMENT**

destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information. Upon request by Covered Entity, Contractor shall certify in writing to Covered Entity that it has taken all the steps required by this section to protect Protected Health Information which could not feasibly be returned or destroyed.

13. Miscellaneous

- a. Regulatory References. A reference in this Business Associate Agreement to the HIPAA Rules means the rules as in effect or amended, and for which compliance by a Covered Entity and/or Business Associate is required.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under Section 9 of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.
- d. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules.

THIS SPACE INTENTIONALLY LEFT BLANK

**APPENDIX G
ADDITIONAL INSURANCE REQUIREMENTS**

Insuring Requirements

Prior to the start of work the **Contractor** shall procure at its sole cost and expense, and shall maintain in force at all times **during the term of this Agreement**, policies of insurance as herein below set forth, written by companies authorized by the New York State Insurance Department to issue insurance in the State of New York with an A.M. Best Company rating of "A-" or better. The OMH may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the OMH to accept insurance placed with a non-authorized carrier under any circumstances.

The **Contractor** shall deliver to OMH evidence of such policies in a form acceptable to the OMH. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

General Conditions

- A. Conditions Applicable to Insurance.** All policies of insurance required by this agreement must meet the following requirements:
- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from the **Contractor** are specified herein.
 - 2. Policy Forms.** Except as may be otherwise specifically provided herein or agreed in writing by OMH, policies must be written on an **occurrence** basis. Under certain circumstances, the OMH may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the OMH prior to the policy's expiration or cancellation.
 - 3. Certificates of Insurance/Notices.** **Contractor** shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the OMH, before commencing any work under this contract. Certificates shall reference the Contract Number, Facility Name and Address. Certificates shall be mailed to the:

**Contract and Procurement Services
NYS Office of Mental Health
Consolidated Business Office
Contract & Procurement Services – Unit N Upper
75 New Scotland Avenue
Albany, NY 12208**

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the OMH, Attn: NYS Office of Mental Health, 75 New Scotland Avenue, Albany, NY 12208. In addition, if required by the OMH, the **Contractor** shall deliver to the OMH within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.

**APPENDIX G
ADDITIONAL INSURANCE REQUIREMENTS**

Certificates of Insurance shall:

- a. Be in the form approved by OMH.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
- c. Specify the Additional Insureds and Named Insureds as required herein.
- d. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate,
- e. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and
- f. Be signed by an authorized representative of the insurance carrier or producer.

Originals, copies, faxed, and electronic documents (Certificates of Insurance, Supplemental Insurance Certificates and other attachments) will be accepted.

4. **Primary Coverage:** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the OMH for any claim arising from the **Contractor's** Work under this contract, or as a result of the **Contractor's** activities. Any other insurance maintained by the OMH shall be excess of and shall not contribute with the **Contractor's** insurance regardless of the —other insurance clause contained in the OMH's own policy of insurance.
5. **Policy Renewal/Expiration:** At least two (2) weeks prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the OMH than the expiring policies shall be delivered to the OMH in the manner required for service of notice in Paragraph A.3. *Certificates of Insurance/Notices* above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the OMH, the **Contractor** shall immediately cease Work on the Project. The **Contractor** shall not resume Work on the Project until authorized to do so by the OMH. Any delay, time lost, or additional cost incurred as a result of the **Contractor** not having insurance required by the Contract or not providing proof of same in a form acceptable to the OMH, shall not give rise to a delay claim or any other claim against the OMH. Should the **Contractor** fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the OMH, the OMH may withhold further contract payments, treat such failure as a breach or default of the contract, and/or, after providing written notice to the **Contractor**, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the **Contractor**.
6. **Self-Insured Retention/Deductibles:** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. For Construction contracts – General, Environmental, and/or Builders' Risk deductibles or self-insured retentions above \$100,000 are subject to approval from the OMH. Additional surety/security may be required in certain circumstances. The **Contractor** shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.
7. **Subcontractors:** Should the **Contractor** engage a Subcontractor, the **Contractor** shall endeavor to impose the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the OMH.

**APPENDIX G
ADDITIONAL INSURANCE REQUIREMENTS**

Types of Insurance:

1. General Liability

Commercial General Liability Insurance, (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit - \$2,000,000
- General Aggregate – \$2,000,000
- Products/Completed Operations - \$2,000,000
- Personal Advertising Injury – \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense – \$50,000

Coverage shall include, but not be limited to, the following:

- premises liability,
- independent contractors, blanket contractual liability, including tort liability of another assumed in a contract,
- defense and/or indemnification obligations, including obligations assumed under this contract,
- cross liability for additional insureds
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- explosion, collapse, and underground hazards,
- Contractor means and methods
- liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85, or, an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B)
- c. CG 25 03 11 85 or, an equivalent - Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name NYS Office of Mental Health as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

The CGL policy, and any umbrella/excess policies used to meet the — Each Occurrence limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by the OMH. Any other insurance maintained by the OMH shall be excess of and shall not contribute with the Contractor's or Subcontractor's insurance, regardless of the other insurance clause contained in either party's policy of insurance.

2. Workers' Compensation

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Workers' Compensation Law.

APPENDIX G ADDITIONAL INSURANCE REQUIREMENTS

If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Acts policy as applicable must be provided. Any waiver of this requirement must be approved by the OMH and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance
- (2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund
- (3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

3. Disability Benefits

For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the OMH and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) DB-120.1 (May 2006 or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
- (2) DB-155 – Certificate of Disability Self Insurance.
- (3) CE-200 – Certificate of Attestation of Exemption. [Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by Law. The Agency will not accept this as an exemption from providing Workers' Compensation Insurance].

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier

4. Business Automobile Liability

Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name NYS Office of Mental Health as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies. If the contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.

5. Environmental Liability

If the work 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 contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$2,000,000 per occurrence, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been

**APPENDIX G
ADDITIONAL INSURANCE REQUIREMENTS**

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 OMH arising from Contractor's work.

The State of New York and the NYS Office of Mental Health shall be named as additional insured and coverage shall be primary.

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.

6. Umbrella and Excess Liability

When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the OMH or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the Contractor including primary, umbrella and excess liability regardless of the "other insurance" clause contained in either parties policy.

THIS SPACE INTENTIONALLY LEFT BLANK

APPENDIX H FACILITY SPECIFIC CLAUSES

When working at the Rochester Psychiatric Center, CONTRACTORS and their employees must adhere to the following rules of conduct necessitated by the special conditions present in a psychiatric hospital.

Patient Issues:

1. Mistreatment in the form of physical, verbal, or psychological abuse of patients will not be tolerated under any circumstances. Even at their invitation, sexual relations with a patient is considered statutory rape and is a felony.
2. Lock all secure doors after passing through them. Do not allow a patient to pass through secure doors with you. Should a patient exit an area through a door that is normally locked as the CONTRACTOR'S staff passes through the door, **Safety must be notified immediately at extension 1400.**
3. All doors must be secured at all times. The Contractors will not permit patients to get off the elevator in the basement areas. Should a patient get into the basement, Safety must be contacted at extension 1400.
4. Patients have a right to privacy. Any knowledge of our patient's identity, diagnosis, or treatment learned by the CONTRACTOR or staff must not be divulged to others outside the course of CONTRACTOR'S work at the CENTER.
5. Recording devices (cameras, cell phones with cameras, PDAs with cameras, video cameras, audio recorders, etc.), are not permitted on the facility grounds, regardless of whether or not patients are in the immediate vicinity of the user. These prohibitions are necessary to protect our patients' privacy.
6. The use of personally owned cell phones is not permitted in any areas accessible to inpatients or outpatients.
7. If a contractor or vendor is required to maintain in contact with his/her principals via cell phone, or otherwise needs to use a cell phone while on facility premises to perform services for the facility, an exception can be made on behalf of the Executive director by the primary RPC department head responsible for the contractor (i.e., Plant Superintendent, Chief of Safety, etc.) The exception will specify the locations where the cell phone may be used without risking violations to patient privacy and information security.
8. CONTRACTOR'S staff are prohibited from having any personal financial transactions with the patients, mailing letters, or packages, for patients or deliver same to them.
9. Matches, lighters, or lighter fluid are not to be sold, given, or left available to patients.

Operational Issues:

1. Upon arriving on campus, CONTRACTORS are to report to Work Control Center, Monday - Friday, 7:30 a.m. – 4:00 p.m. to be issued an identification badge and any needed keys.
2. Any issued keys and identification badges are to be returned to Work Control or Safety (depending on the contract) with any paperwork regarding the work performed by 4 p.m. Should the project require CONTRACTOR'S presence after 4 p.m., an extension must be approved by the Work Control Center before 4 p.m. and Safety should be notified at extension 1600.

APPENDIX H FACILITY SPECIFIC CLAUSES

3. All CONTRACTOR staff shall wear a facility-issued identification badge that is clearly displayed when in a facility building.
4. CONTRACTORS are requested to advise the Work Control Center or Business Office if patients or CENTER employees interfere with or delay progress of their work or operations.
5. Access construction and demolition sites only from those entrances identified in a pre-job conference.
6. Check with the Work Control Center before drilling into or removing any part of a structure.

Prohibitions:

1. No weapons, ammunition, or dangerous instruments, guns, knives, etc., (except tools, see #26) are to be brought on the grounds of the CENTER.
2. No smoking is allowed inside buildings or on campus, except in designated outside areas.
3. The transportation or use of intoxicants or illegal substances on CENTER property is prohibited.

Vehicles:

1. The CENTER speed limit on campus grounds is 20 MPH and shall be strictly enforced. Pedestrians on roadways have the right of way at all times.
2. Vehicle parking will be only in approved areas. Illegally parked vehicles will be ticketed.
3. All vehicles must have ignition keys removed at all times when not in use. Hospital keys or vehicle keys are under no circumstances to be given to patients, even for a very brief time.
4. Operate all vehicles in a safe manner, and always have a signal person outside his/her vehicle in view of the vehicle's rearview mirrors to give directions while backing.

Safety Issues:

1. Any emergency (fires, accidents, injuries) should be reported to the Safety Office at extension 1400. CONTRACTOR and staff should familiarize themselves with all fire exits and pull stations.
2. FIRE DRILLS: All staff, visitors and CONTRACTORS are required to participate in the Center's fire drills when they are conducted in areas where contractor/staff are present. There are NO EXCEPTIONS.
3. CONTRACTORS shall take all necessary precautions for the safety of patients, employees, and the public. CONTRACTORS shall erect signs warning of any environmental dangers. Heavy construction areas must be posted and roped off as necessary.
4. Any compressed gas cylinders must be fastened securely in an upright position away from any source of heat or flame. All potentially explosive materials must be kept out of patient buildings unless expressly permitted by the Chief Safety Officer.
5. Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) to be provided to the Chief Safety Officer for any product as required by the Right to Know Law.

APPENDIX H FACILITY SPECIFIC CLAUSES

6. If the work being done creates dust, smoke, or use of spray paint, the smoke-heads in that area must be covered. The covers will be removed when the work has been completed for the day. CONTRACTORS are to notify the Safety Department at extension 1600 prior to reducing the level of life safety.
7. All tools, materials, etc., should be secured in work areas so that they will not be accessible to or hazardous to patients.
8. Be responsible for taking necessary and appropriate precautions to protect from injury all persons entering the workplace.
9. Abide by Occupational Safety and Health Administration (CFR 1910 and CFR 1926) regulations, Life Safety Code Guidelines, and Workers' Compensation Bureau safety requirements.

Other:

1. Toilet areas for CONTRACTOR personnel will be designated by the Work Control Center or Safety (depending on the contract). Patient toilets shall not be used.
2. The Facility's Storehouse will not receive, or sign for CONTRACTOR materials.
3. CONTRACTORS and their employees are invited to use the CENTER'S vending machine operations.

Building 2 - Forensic Unit:

1. If the particular construction project involves work to be completed in the Forensic Unit, the following general instructions to contractors are to be enforced:
 - A. A list of all personnel who will be working on the unit must be submitted prior to arriving to start the job. When CONTRACTOR'S staff enters the unit, they must have proper identification. This will ensure that the proper employee is cleared for this unit.
 - B. Every CONTRACTOR must sign in and wear a "Forensic Unit" identification badge at all times when they are on the unit working.
 - C. An inventory of all tools must be given to the security officer on duty. When CONTRACTOR's staff leaves the unit, CONTRACTOR will be held accountable for every tool brought into the Security office. ALSO, NO GLASS CONTAINERS OR CHEWING GUM WILL BE ALLOWED.

APPENDIX X

Agency Code _____ Contract No. _____ Amendment # _____

Entire Contract Period _____ Entire Contract Amount for Period _____ (As per Appendix B)

Amendment Period _____ Amendment Amount for Period _____ (As per Appendix B)

This is an AGREEMENT between The State of New York, acting by and through _____, having its principal office at _____ (hereinafter referred to as the STATE), and _____ (hereinafter referred to as the CONTRACTOR), for modification of Contract Number _____, as amended in attached Appendix (ices) _____.

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

CONTRACTOR: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Must complete the Individual, Corporation, Partnership, or LLC Acknowledgement page and have it notarized

STATE AGENCY _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

State Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

"No information that may negatively impact the contractor's responsibility has come to the agency's attention and OMH has reasonable assurance that the contractor continues to be responsible

CIVIL SERVICE APPROVAL (If Required)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

Title: _____

Date: _____

Contract Number: _____

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGEMENT

STATE OF _____)
County of _____) SS:

On this ____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he/she resides at _____, Town of _____, County of _____, State of _____; and further that:

[CHECK ONE]

If an Individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

If a Corporation): he/she is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

If a Partnership): he/she is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

If a Limited Liability company): he/she is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that, he/she 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/she 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 Number: _____ **State of** _____