

Project Manual

(Formal Contract for Construction)

PROJECT NO. SU-050114

PROJECT TITLE: Painting Services

DATE: 25 February 2014

**Purchase College
State University of New York**

TABLE OF CONTENTS
(Formal Contract for Construction)

SUNY PROJECT NO: SU-050114

PROJECT TITLE: Painting Services

AGENCY NUMBER: 28260

SECTION TITLE PAGE NO(s).

Bidding Documents

Notice to Bidders NB-1 – NB-2

Information for Bidders

A. Description.....	IB-1
B. Term of Agreement.....	IB-1
C. Calendar of Events	IB-1
D. Location of Service.....	IB-1
E. Designated Contacts.....	IB-1
F. Bidding Documents – Invitation for Bids (IFB).....	IB-1
G. Bid Proposal Submission	IB-1 – IB-2
H. Pre Bid Meeting and Examination of Site	IB-2
I. Question Period.....	IB-2
J. Addenda/Modifications to IFB	IB-2
K. Award of Contract	IB-2
L. Vendor De-briefing Meeting	IB-2
M. Contract Award Protest Procedure.....	IB-2
N. Standard Contract Clauses	IB-2
O. Affirmative Action Policy.....	IB-2 – IB-3
P. Minority and Women-owned Business Enterprises.....	IB-3
Q. Gramm-Leach-Bliley Act	IB-3
R. Bid Proposal Confidentiality	IB-3
S. Sustainable Procurement.....	IB-3
T. Omnibus Procurement Act of 1992	IB-3
U. Restrictions on Activities of Current and Former State Officers and Employees	IB-3 – IB-4
V. Determination of Vendor Responsibility.....	IB-4
W. Sales and Compensating Use Tax Documentation	IB-4
X. State Finance Law §§ 139-j and 139-k.....	IB-4 – IB-5
Y. Consultant Disclosure Legislation	IB-5
Z. Diesel Emissions Reduction Act of 2006.....	IB-5
AA. Payment Terms	IB-5
AB. Information Security Breach and Notification Act.....	IB-5 – IB-6
AC. Additional Terms and/or Conditions	IB-6 – IB-8
AD. Purchase College has the right to	IB-8 – IB-9

Exhibit B Bid Proposal form

Not Required: Bid Bond

Not Required: Acknowledgment for Bid Bond

Exhibit A Standard Contract Clauses http://www.suny.edu/sunypp/documents.cfm?doc_id=126

Exhibit A-1 Affirmative Action Clauses http://www.suny.edu/sunypp/documents.cfm?doc_id=125

Not Required: Labor and Material Bond

Not Required: Performance Bond

Not Required: Acknowledgment for Bonds

Forms

Form B, Affirmation with respect to State Finance Law §§139-j and 139-k
http://www.suny.edu/sunypp/documents.cfm?doc_id=282

Form C, Disclosure and Certification with respect to State Finance Law §§139-j and 139-k

http://www.suny.edu/sunypp/documents.cfm?doc_id=283

MWBE Form 104 - Contractor's EEO Policy Statement http://www.suny.edu/sunypp/lookup.cfm?lookup_id=615

MWBE Form 107 – MWBE Utilization Plan http://www.suny.edu/sunypp/lookup.cfm?lookup_id=618

MWBE Form 108 – EEO Staffing Plan http://www.suny.edu/sunypp/lookup.cfm?lookup_id=621

Construction Vendor Responsibility Questionnaire with Attachments A, B and C
http://www.osc.state.ny.us/vendrep/forms_vendor.htm

Certificate of Insurance <http://www.suny.edu/sunypp/docs/505.pdf>

Contractor Certification to Covered Agency ST-220-CA
http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

State University of New York Sub-Contracting Information
Form AC 2947, NY State Labor Law, Section 220-a, Prime Contractor's Certification
Form AC 2948, NY State Labor Law, Section 220-a, Subcontractor's Certification
Form AC 2958, NY State Labor Law, Section 220-a, Sub-subcontractor's Certification
http://www.suny.edu/sunypp/documents.cfm?doc_id=516

Form UF-4, Release http://www.suny.edu/sunypp/documents.cfm?doc_id=517

Technical Specifications

Division 1 - General Requirements

Section A	0100-1
Qualification of Bidders	0100-1
Section B – Description of Work.....	0100-1 – 0100-2
Section C – Additional Terms of Agreement.....	0100-2
1. Basis of Award	0100-2
2. Rate Increase.....	0100-2
3. Termination for Cause.....	0100-2
4. Job Estimates	0100-2
5. Wage Rates and Supplements.....	0100-2 – 0100-3
6. Working Hours and Scheduling.....	0100-3
7. Coordination and Cooperation with the College.....	0100-3
8. Meetings	0100-3
9. Damage to College/Student Property	0100-3
Section D – College Rules and Regulations.....	0100-3
1. Applicable Codes and Compliance.....	0100-3 – 0100-4
2. Use of Premise	0100-4
3. Campus Regulations.....	0100-5
4. Temporary Electric Power for Painting Activities	0100-5
5. Temporary Lighting	0100-5
6. Sanitary Facilities.....	0100-5 – 0100-6
7. Temporary Water	0100-6
8. Temporary Parking.....	0100-6
9. Use of Elevators.....	0100-6
10. Safety and protection of Facilities.....	0100-6
11. Fire Detection and Protection Devices and Life Safety Systems.....	0100-6
12. Protection of Existing Structures, Vegetation and Utilities.....	0100-6 – 0100-7
13. Contractor Supervision.....	0100-7
14. Clean-Up and Protection.....	0100-7 – 0100-8
15. Access to Work	0100-8

Division 09 – Finishes

Section 09 90 00 – Painting and Coating	0900-1
Part I General	
1.01 Section Includes.....	0990-1 – 0990-2
1.02 Definitions	0990-2
1.03 Reference Standards	0990-2 – 0990-3
1.04 Site Environmental Procedures	0990-3
1.05 Sustainability.....	0990-3 - 0990-4
1.06 Submittals	0990-4
1.07 Quality Assurance	0990-4 – 0990-5
1.08 Delivery, Storage and Handling.....	0990-5
1.09 Field Conditions	0990-5 – 0990-6
Part II Products	

2.01	Manufacturers.....	0990-6
2.02	Paints and Coatings – General.....	0990-6 – 0990-7
2.03	Mixing and Tinting.....	0990-7
2.04	Paint Systems – Exterior.....	0990-7 – 0990-8
2.05	Paint Systems – Interior.....	0990-8
2.06	Campus Painting Guidelines.....	0990-8 – 0990-9
2.07	Accessory Materials.....	0990-9
Part III	Execution	
3.01	Examination.....	0990-9
3.02	Preparation.....	0990-9 – 0990-11
3.03	Application.....	0990-11 – 0990-12
3.04	Field Quality Control.....	0990-12
3.05	Cleaning.....	0990-12 – 0990-13
3.06	Protection.....	0990-13
3.07	Attic Stock.....	0990-13

Exhibit C sample – **Painting Service Estimate Form**

STATE UNIVERSITY OF NEW YORK
NOTICE TO BIDDERS

Purchase College, State University of New York will receive sealed Proposals for Project No. **SU-050114**, Titled **Painting Services** until **1:00 P.M.** Local Time on **April 10, 2014**, in the Purchasing & Accounts Payable Office, Administration Building, at 735 Anderson Hill Road, Purchase, New York 10577 when they will be opened publicly and read. Proposals may be hand delivered or mailed to the above location and must be received at such time.

The term of the agreement will be 5 years beginning on or about May 1, 2014, upon contract approval.

A non-mandatory **Pre-Bid Conference** and site walk-through for prospective bidders will be held at the Facilities Management conference room at Purchase College, 735 Anderson Hill Road, Purchase, New York 10577-1402 at **10:00 A.M.** on **March 21, 2014**.

For directions to Purchase College, see

<http://www.purchase.edu/AboutPurchase/VisitorsGuide/Directions/>

For a campus map, see <http://www.purchase.edu/sharedmedia/admissions/campus%20map.pdf>

Purchase College is dedicated to environmentally sustainable practices. In an effort to conserve resources and reduce waste, the Bidding and Contract Documents will only be available electronically in PDF format at the following website:

<http://www.purchase.edu/purchasemeansbusiness>

(then click Current Procurement Opportunities on the left navigation).

Bids must be submitted in duplicate in accordance with the instructions contained in the Information for Bidders and the Technical Specifications.

It is the policy of the State of New York and the State University of New York to encourage minority and women-owned business enterprise participation in this project by contractors, subcontractors and suppliers, and all bidders are expected to cooperate in implementing this policy. The minority (MBE) and women (WBE) owned business contractor/subcontractor participation goals for this procurement are 10% for MBEs and 6% for WBEs.

The rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the locality of the site at which the work will be performed can be found at <http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1002879>.

The Prevailing Rate Case (PRC) Number assigned to this project is PRC# 2014002080.

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between Purchase College and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit proposals through final award and approval of the Procurement Contract by Purchase College/State University of New York and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Pursuant to the statute, Purchase College employees are also required to obtain certain information when contacted during the restricted period and maintain a record of the communication, and make a determination of a knowing and willful contact. Contact made to other than designated staff regarding this procurement may disqualify the vendor from the current award and affect future procurements with government entities in the State of New York.

Purchase College, State University of New York, reserves the right to reject any or all bids.

Designated Contacts:

Kevin Munrett
Director, Residence Facilities Management
Purchase College
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: 914-251-6322
Fax: 914-251-6279
Email: kevin.munrett@purchase.edu

Sean Connolly
Director, Capital Facilities Planning
Purchase College
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel 914-251-5916
Fax: 914-251-6063
Email: sean.connolly@purchase.edu

Sealed bids are to be sent to:

Nikolaus D. Lentner
Director of Purchasing & Accounts Payable
Purchase College
State University of New York
735 Anderson Hill Road
Purchase, NY 10577-1402
Tel: 914-251-6070
Fax: 914-251-6075
Email: L@purchase.edu

**STATE UNIVERSITY OF NEW YORK
INFORMATION FOR BIDDERS**

- A. Description
Painting services of College dormitories, apartment complexes and other College buildings.
- B. Contract Term
Five (5) years, beginning on or about May 1, 2014.
- C. Calendar of Events - Procurement Timetable
- | | |
|--|--|
| Release of Project Manual specifications | Mar 13, 2014 |
| Pre-Bid Meeting..... | Mar 21, 2014 @ 10:00 AM in Facilities Management Conference Room |
| Question Period..... | Mar 21-Mar 26, 2014 |
| Answers to Questions | Apr 1, 2014 |
| Proposal Due Date/Time..... | Apr 10, 2014 / 1:00 PM |
| Anticipated Awardee Notification..... | Apr 18, 2014 |
| Vendor De-Briefing | upon request after notice of award |
- D. Location of Service
Purchase College
State University of New York
735 Anderson Hill Road
Purchase, New York 10577
- E. Designated Contacts
For New York State/SUNY administrative policy/procedure
Nikolaus D. Lentner
Director of Purchasing & Accounts Payable
telephone 914-251-6070
fax 914-251-6075
email L@purchase.edu
- For technical information & clarification of detailed specifications:
- | | |
|--|--|
| Kevin Munrett | Sean Connolly |
| Director, Residence Facilities Management | Director, Capital Facility Planning |
| telephone 914-251-6322 | telephone 914-251-5916 |
| fax 914-251-6279 | fax 914-251-6063 |
| email kevin.munrett@purchase.edu | email sean.connolly@purchase.edu |
- F. Bidding Documents - Invitation for Bids (IFB)
Purchase College is dedicated to environmentally sustainable practices. In an effort to conserve resources and reduce waste, the IFB will only be available electronically in PDF format at the following website:
<http://www.purchase.edu/purchasemeansbusiness>
(and click Current Procurement Opportunities).
- G. Bid Proposal Submission
When submitting a bid, you must:
1. Prepare a clearly readable document. Attach all required information.
 2. Indicate any deviations from the specifications and if necessary attach separate documents and/or explanation.
 3. **Sign the Bid.** By signing you indicate full knowledge and acceptance of this IFB including Exhibits A and A-1. The Bid must be completed in the name of the offerer, corporate or otherwise, and must be fully and properly executed by an authorized person.
 4. Bid must be submitted in duplicate, one of which must have original signatures. Bids should be sealed and submitted as specified in this Project Manual. Bids are to be addressed to:
Nikolaus D. Lentner, Director
Purchasing & Accounts Payable Office
State University of New York
Purchase College
735 Anderson Hill Road
Purchase, NY 10577-1402
5. Method of Award
Award will be made on low bid basis per result of formula: 94.6% Base Rate Painting + 5.4% Rate for Special Painting Service [Special Painting Service includes Patching/Preparation of Damage Over Three (3) Square Inches; Fine Detail work. All work under Special Painting Service must be justified and documented in writing and be supported by photographs.]
6. Bids must be received in the Purchasing & Accounts Payable Office by the due date and time. Offerers mailing their Bids must allow sufficient time to ensure receipt of their Bids by the time specified. Offerers are cautioned that, although using a trackable mailing/courier/messenger service, Bids must be received in the Purchasing & Accounts Payable Office by the

due date and time. While Bids may be signed for by Purchase College Mail Operations personnel prior to the due date and time, this does not guarantee that the Purchasing & Accounts Payable Office will receive the Bids by the Bid due time. No Bid will be considered that is not physically received in the Purchasing & Accounts Payable Office by the Bid due date and time. Electronically transmitted Bids will **NOT** be accepted.

7. (1) Bid documents to be submitted:
 - 1- Bid Proposal form, Exhibit B
 - 2- Form B, Affirmation with respect to State Finance Law §§139-j and 139-k
 - 3- Form C, Disclosure and Certification with respect to State Finance Law §§139-j and 139-k

- (2) Upon determination of low bid awardee, successful bidder will be required to submit:
 - 1- MWBE Form 104 – Contractor's EEO Policy Statement
 - 2- MWBE Form 107 – MWBE Utilization Plan
 - 4- MWBE Form 108 – EEO Staffing Plan
 - 5- Vendor Responsibility Questionnaire for construction with attachments A, B, and C
 - 6- Contractor Certification form ST-220-CA
 - 7- Proof of Insurance:
 - a) Workers Compensation, form C-105.2
 - b) Disability Benefits, form DB-120.1
 - c) Liability (Comprehensive General Liability and Property Damage; and Automobile Liability and Property Damage)

H. Pre-Bid Meeting and Examination of Site

There will be a non-mandatory Pre-Bid vendor meeting and project walk-through on the date and time indicated on page IB-1 in the Calendar of Events - Procurement Timetable in the Facilities Management Conference Room, Facilities Management Building, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, New York 10577-1402.

For directions to Purchase College, see <http://www.purchase.edu/AboutPurchase/VisitorsGuide/Directions/>

For a campus map, see <http://www.purchase.edu/sharedmedia/admissions/campus%20map.pdf>

No individual or additional walk-throughs will be performed under the pre-bid time period.

I. Question Period

There will be a question-answer period as indicated in the Calendar of Events-Procurement Timetable on page IB-1. All questions must be submitted in writing, citing the particular specification page, section and paragraph identifiers where applicable. All questions must be emailed to arrive no later than the Close of Business on the date indicated, and should be directed to email address sean.connolly@purchase.edu. Questions received after the closing date for inquiries may not be answered. Only written answers are official. All questions and answers will be issued as addenda, and will be posted by the date indicated on page IB-1 to <http://www.purchase.edu/purchasemeansbusiness>

J. Addenda / Modifications to IFB

Any updates or modifications to the IFB will be posted to <http://www.purchase.edu/purchasemeansbusiness> .

K. Award of Contract

The award of the Contract will be made to the bidder submitting the lowest bid per Method of Award, who, in the opinion of Purchase College, is qualified to perform the work involved and is responsible.

L. Vendor De-Briefing Meeting

Upon notification of the selection and award of a contract, unsuccessful vendors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this Invitation for Bids. Request for debriefing by an unsuccessful bidder should be made within thirty (30) days after the award of the contract.

M. Contract Award Protest Procedure

Upon notification of the selection and award of the contract, the bidder or offeror whose bid or proposal was not selected as the successful bid or proposal is entitled to submit a Bid Protest in accordance with SUNY's Contracts Award Procedure (Document # 7561). The SUNY's Protest Procedure is available at http://www.suny.edu/sunypp/documents.cfm?doc_id=699. Please note that the Protest Officer is Nikolaus D. Lentner; contact information is located on page 1 of this IFB.

N. Standard Contract Clauses

Any contract resulting from this IFB shall include Exhibit A (Standard Contract Clauses, State University of New York) and Exhibit A-1 (Affirmative Action Clauses, State University of New York), the provisions of which shall take precedence over any provision in the IFB. These clauses relate to, among other things, assignment of the contract, availability of funds, non-discrimination, affirmative action, non-collusion, worker's compensation.

O. Affirmative Action Policy

New York State Executive Order No. 6, regarding equal employment opportunities states:

It is the policy of the State of New York that equal opportunity be assured in the State's personnel system and affirmative action provided in its administration in accordance with the requirement of the State's Human Rights Law and the mandate of Title VII of the Federal Civil Rights Act, as amended. Accordingly, it is the responsibility of the State's Department of Civil Service to enforce the State's policy of ensuring full and equal opportunity for minorities, women, disabled persons and Vietnam era veterans at all occupational levels of state government.

In keeping with this policy, Purchase College mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Offerer regarding

compliance with the State's Affirmative Action policy. Accordingly, an Offerer's Bid must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

P. Minority and Women-owned Business Enterprises

It is the policy of the State University of New York to take affirmative action to ensure that minority and women-owned business enterprises are given the opportunity to demonstrate their ability to provide goods and services at competitive prices.

GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION: For all State Contracts in excess of \$25,000.00 whereby each SUNY campus is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby Purchase College is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of **ten percent (10%)** for certified Minority-Owned Business Enterprises and **six percent (6%)** for certified Women-Owned Business Enterprises.

Q. Gramm-Leach-Bliley Act

In performing this contract contractor will receive, maintain process or otherwise will have access to confidential information on students and/or customers of Purchase College. Pursuant to the Gramm-Leach-Bliley Act (P.L. 106-102) and the Federal Trade Commission's Safeguards Rule (16 CFR Part 314.2), you must implement and maintain a written Information Security Program in order to protect such customer information. Customer information is defined in relevant part under the Safeguards Rule as "any record containing nonpublic personal information as defined in 16 CFR §313(n)" (the FTC's Privacy Rule) "about a customer of a financial institution, whether in paper, electronic or other form" (16 CFR §314.2). Examples of nonpublic personal customer information include, but are not limited to, name, address, phone number, social security number, bank and credit card account numbers and student identification numbers.

The safeguards that contractor implements under the Program must comply with the elements set forth in 16 CFR §314.4 and must achieve the objectives enunciated in 16 CFR §314.3, namely to: 1) insure the security and confidentiality of student and/or campus customer records and information; 2) protect against any anticipated threats or hazards to the security or integrity of such records; and 3) protect against unauthorized access to or use of such records or information which could result in substantial harm or inconvenience to any student and/or campus customer.

R. Bid Proposal Confidentiality

All Bid Proposals submitted for Purchase College consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if an Offerer believes that any information in its Bid Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Offerer shall submit with its Bid Proposal a separate letter addressed to: Nikolaus D. Lentner, *Records Access Officer, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by an Offerer to submit such a letter with its Bid Proposal identifying trade secrets will constitute a waiver by the Offerer of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of trade secrets. The proprietary nature of the information designated confidential by the Offerer may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Bid Proposal be kept confidential is not advisable since a Bid Proposal cannot reasonably consist of all data subject to FOIL proprietary status.

S. Sustainable Procurement

It is expected that Contractor will support the purchase of products that will minimize any negative environmental impacts of the contract. In order to facilitate a healthy market in sustainable products, all parties involved in the procurement and utilization of materials must engage in both waste recycling and the initial purchase of products containing recycled content. It is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products, including packaging and transportation products and methods.

The successful vendor shall comply, when applicable, with the policy of the State of New York and the State University of New York that all purchases shall incorporate sustainable procurement policies and practices.

In accordance with the provisions of Section 165(3) of the State Finance Law:

The State University of New York is required to purchase recycled products, if available, made with recycled content in accordance with rules and regulations established by the State Department of Environmental Conservation in development of that agency's Recycling Emblems Program. If the cost of a recycled product does not exceed the cost of a product made without recycled content by 10% (or 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

T. 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 and a directory of minority and women-owned business enterprises is available from: NYS Empire State Development, 625 Broadway, Albany, New York 12207, email esd@empire.state.ny.us, website <http://www.empire.state.ny.us/>.

U. Restrictions on the Activities of Current and Former State Officers and Employees

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth in Paragraphs 73 and 74 of the Public Officers Law, and the underlying principle of the law is to prevent conflicts of interest, and encourage ethical behavior. The law may be found on the following web site:

<http://www.jcope.ny.gov/law/ethics.html>.

While the two most relevant paragraphs of law are contained below, any questions relating to interpretation of the Public Officers Law should be directed to the Ethics Commission at (518) 432-8207 or (800) 873-8442 ((800) 87-ETHIC).

Public Officers Law Paragraph 73(8)(a)(i) and (ii):

73. 8. (a) (i) No person who has served as a state officer or employee shall within a period of two years after the termination of such service or employment appear or practice before such state agency or receive compensation for any services rendered by such former officer or employee on behalf of any person, firm, corporation or association in relation to any case, proceeding or application or other matter before such agency.

73. 8. (a) (ii) No person who has served as a state officer or employee shall after the termination of such service or employment appear, practice, communicate or otherwise render services before any state agency or receive compensation for any such services rendered by such former officer or employee on behalf of any person, firm, corporation or other entity in relation to any case, proceeding, application or transaction with respect to which such person was directly concerned and in which he or she personally participated during the period of his or her service or employment, or which was under his or her active consideration. Former State employees may be retained by a Contractor under contract with a state agency, after he or she leaves State service, provided that they are not placed back at their former agency during their two year postemployment period or engaged in any other activities that would violate the lifetime bar provision of Public Officers Law Paragraph 73(8)(a)(ii). An individual who, following a hearing, is found to have knowingly and intentionally violated the provisions of Public Officers Law Paragraph 73(8)(a)(i) may be subject to a civil penalty in an amount not to exceed ten thousand dollars (\$10,000.00) for each violation.

V. Determination of Vendor Responsibility

New York State procurement law requires that State agencies award contracts only to responsible contractors. Additionally, the Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the State Finance Law (SFL) requires that contracts for services and commodities be awarded on the basis of lowest price or best value "to a responsive and responsible offerer." Section 163 (9) f of the SFL requires that prior to making a contract award, each contracting agency shall make a determination of responsibility of the proposed contractor.

- a) In accordance with these procurement laws, the Purchase College will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, Offerers are required to file the Vendor Responsibility Questionnaire online via the New York State VenRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Offerers opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact SUNY System Administration for a copy of the paper form.
- b) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by Purchase College, 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.
- c) Purchase College, at its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as Purchase College issues a written notice authorizing a resumption of performance of the Contract.
- d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate officials or staff, the Contract may be terminated by Purchase College at the Contractor's expense where the Contractor is determined by Purchase College to be non-responsible. In such event, Purchase College may complete the contractual requirements in any manner it deems advisable and pursue available or equitable remedies for breach.

W. Sales and Compensating Use Tax Documentation

Pursuant to New York State Tax Law Section 5-a (Chapter 60, Part N, Laws of 2004, and amended Chapter 62, Part L, Laws of 2006), for procurements of \$100,000 and greater, a completed Contractor Certification form ST-220-CA must be collected from Contractors. (Contractors must also forward a completed form ST-220-TD to the NYS Tax Department.) The link to obtain the blank form ST-220-CA is: http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

X. State Finance Law §§ 139-j and 139-k

1. a. Prior to approval by Purchase College, or, if applicable, the Office of the State Comptroller, of the contract for which this solicitation has been issued, an Offerer shall not communicate with Purchase College or the Neuberger Museum of Art other than with the persons identified in this solicitation as Designated Contacts, or with a person who the Designated Contacts has advised the Offerer is also a Designated Contact.
- b. **The Designated Contacts for this IFB are identified on page 1 of this IFB.**
- i. Policy and Procedure of the State University of New York
State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2011, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a "Contact") which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions

apply to each contract in excess of \$15,000 during the "restricted period" (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency's procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University's Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

A complete copy of the State University of New York Procurement Lobbying Policy and Procedure is available for review at <http://www.suny.edu/sunypp/>.

1. Each Offerer shall submit with its Bid Proposal a written affirmation of its understanding of the State University's procurement lobbying procedures and agreement to comply with such procedures. Please see form B: http://www.suny.edu/sunypp/documents.cfm?doc_id=282
2. Each Offerer shall submit with its Bid Proposal written disclosure as to whether the Offerer has been determined to be non-responsible within the previous four years by reason of having violated NY State Finance Law § 139-j or having intentionally provided false or incomplete information to a Governmental Entity with respect to its compliance with NY State Finance Law §139-j; and certification that the Offerer has provided accurate and complete information with respect to the Offerer's compliance with NY State Finance Law §§ 139-j and 139-k within the previous four years. Please see form C: http://www.suny.edu/sunypp/documents.cfm?doc_id=283

Y. Consultant Disclosure Legislation

Chapter 10 of the Laws of 2006 amends State Finance Law §§ 8 and 163 by requiring that contractors annually report certain employment information to the contracting agency, the department of Civil Service (DCS) and Office of the State Comptroller (OSC). As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor. Contractor will follow all rules and regulations of Consultant Disclosure Legislation requirements. Please see web site <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/> (section XI.18.C). A properly completed Form A, AC 3271-S (must be submitted by successful vendor: www.osc.state.ny.us/agencies/forms/ac3271s.doc).

Form B, Contractor's Annual Employment Report, will be required annually for each period ending March 31.

Z. Diesel Emissions Reduction Act of 2006 (the "Act")

The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by the Contractor, its Agents or Subcontractors under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology ("BART") and Ultra Low Sulfur Fuel ("ULSD"), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of the Contractor. Annually, but no later than March 1st, the Contractor shall complete and submit directly to the State University of New York ("SUNY"), via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms at the Department of Environmental Conservation ("DEC") website: <http://www.dec.ny.gov/chemical/4754.html> for heavy duty vehicles used in the performance of this Contract for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, the Contractor and Subcontractor Certifications form, which states that the Contractor will comply with the provisions of Section 20.23."

AA. Payment Terms

Payments under the resulting contract award shall be made to the Contractor, upon receipt of goods/services and properly approved and completed invoice/s submitted to the attention of Purchase College. The Contractor shall provide complete and accurate billing invoices in order to receive payment for its services. Billing invoices to be submitted must contain all information and supporting documentation required by Purchase College and OSC. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Chief Financial Officer or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York State procedures and practices. The Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Vice President or designee has expressly authorized payment by paper check as set forth above.

Payment shall be made net 30 days from receipt of an acceptable invoice. Interest for any unpaid balance will accrue pursuant to Section 179g of the New York State Finance Law that is 30 days past receipt of a SUNY acceptable invoice.

AB. Information Security Breach and Notification Act

Contractor shall comply with the provision of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa and State Technology Law, Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

AC. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement: (1) Purchase College's IFB; (2) the Successful Offerer's Bid Proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibits A and A-1; (2) the Agreement; (3) this IFB; and (4) the Successful Offerer's Bid Proposal.
3. Any terms that are attached or referenced with a submission shall not be considered part of the bid or proposal, but shall be deemed included for informational purposes only.
4. The resulting agreement shall be binding upon its execution by both parties and, if required, by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
5. The agreement may be revised at any time upon mutual consent of the parties in writing. Such written consent will not be effective until signed by both parties and, if required, by New York State law, approved by the Attorney General and the Office of the State Comptroller.
6. The relationship of the Successful Offerer to Purchase College shall be that of independent prime contractor.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts. Price reductions are encouraged and acceptable at any time during the contract period.
9. The submission of a Bid Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 180 days after the deadline for Bid Proposal submission and will continue thereafter until the Successful Offerer notifies Purchase College otherwise, in writing. Such deadline may be further extended by mutual agreement.
10. In the event Successful Offerer uses partners, subcontracts or subcontractors, the Successful Offerer will remain responsible for compliance with all specifications and performance of all obligations under the contract resulting from this IFB. For the resulting agreement, the Successful Offerer will be the prime contractor.
11. Purchase College will not be liable for any costs associated with the preparation, transmittal, or presentation of any Bid Proposals or materials submitted in response to this IFB or the costs of any services performed prior to receiving approval of the agreement from New York State. All Bid Proposals and materials submitted in conjunction with Bid Proposals shall become the property of Purchase College for use as deemed appropriate, respecting all copyrights.
12. Purchase College will be the interpreter of all contract documents and make the final determination of the intent and meaning of all contract documents including the vendor's bid proposal. Purchase College shall be the determinant and make the final determination.
13. This IFB and the resulting contract shall be governed by the Laws of the State of New York.
14. Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Offerer without the prior written approval of Purchase College.
15. The Successful Offerer(s) is responsible for compliance with all applicable rules and regulations pertaining to cities, towns, counties and State where the services are provided, and all other laws applicable to the performance of the resulting contract. The Successful Offerer shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
16. Indemnification - The Successful Offerer shall hold harmless and indemnify Purchase College, the State University of New York and the State of New York, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Offerer, any affiliate, or any person or entity engaged by the Successful Offerer as an expert, consultant, independent contractor, subcontractor, employee or agent.
17. Liability - The Successful Offerer will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Offerer will impose any liability or duty whatsoever on Purchase College and/or the State University of New York including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.
18. Liability Insurance –Prior to the commencement of work, the Successful Offerer will provide, at its sole cost and expense, Certificates of Insurance which shall remain in force throughout the term of the agreement, or any extension thereof, from

an insurance company authorized to do business in the State of New York with a combined liability insurance policy with limits no less than Three Million Dollars (\$3,000,000) per individual for bodily injury and no less than Five Million Dollars (\$5,000,000) for property damage. Such policies shall name PURCHASE COLLEGE, the STATE UNIVERSITY OF NEW YORK and the STATE OF NEW YORK as additional insured (in the case of fire insurance, as its insurable interest may appear). Such policy shall designate Purchase College, as the loss payee and shall contain a provision that Purchase College shall receive at least thirty (30) day's notice prior to material change, cancellation or expiration of any such policy. The certificates of such insurance should be delivered to: *Director of Purchasing & Accounts Payable, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402*. Contractor will be responsible to submit updated certificates throughout the duration of the contract term. When possible please send certificates electronically or via fax. Each Certificate must include the specific Contract number and the name of the Contract Officer. Contractor is required to obtain any permits, insurance, bonds, etc., normally required for his/her business and employees.

Each insurance carrier must be rated at least "A-"Class "VII" in the most recently published Best's Insurance Report. If during the term of the policy, a carrier's rating falls below ""A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to The State University of New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Contractor's Comprehensive General Liability and Property Damage Insurance. A standard comprehensive general liability insurance policy, with contractual and completed operations coverage, issued to and covering the liability of the contractor for all work and operations under this contract and all obligations assumed by the contractor under this contract. The coverage under such policy shall not be less than the following limits:

BODILY INJURY LIABILITY
\$4,000,000.00 Each Person
\$4,000,000.00 Each Occurrence
\$4,000,000.00 Aggregate
PROPERTY DAMAGE LIABILITY
\$5,000,000.00 Each Occurrence
\$5,000,000.00 Aggregate

Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the contract documents of all owned, non-owned and hired vehicles bearing, or under the circumstances under which they are being used, required by Motor Vehicle Laws of the State of New York to bear license plates. The coverage under such policy shall not be less than the following limits:

BODILY INJURY
\$ 500,000.00 Each Person
\$ 500,000.00 Each Accident
PROPERTY DAMAGE
\$ 500,000.00 Each Accident

19. Workers Compensation Insurance & Disability Benefits Coverage - All employees in the hire of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about the Purchase College premises. Prior to commencement of work, proof of coverage of Workers Compensation Insurance and of Disability Benefits Coverage will be required to be submitted. For further information, see <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>.
20. Any firm or individual that participated in the development or preparation of this IFB is not eligible for award of the resulting contract.
21. Bidder Responsibilities
It is the responsibility of each bidder to carefully examine and be familiar with the bidding documents.
Bidder shall become familiar with restrictions and regulations pertaining to the project. Existing restrictions and regulations will not be considered as grounds for any additional cost.
22. Modifications Or Withdrawal Of Bid
 - (1) Bid modifications by amendment will only be considered on condition that: (1) the amendment arrives before the time specified, and at the place designated for receipt of bids, (2) the amendment is in writing and executed by a principal of the bidder firm, and (3) the bid, as amended, conforms in all respects with the Contract Documents.
 - (2) A bid may be withdrawn at any time prior to the time specified for receipt of bids.
 - (3) Not more than one business day after the bid opening or a scheduled pre-award meeting which ever comes later, a low bidder may request the withdrawal of its bid based on a mistake. The request must be submitted via certified or registered mail to the address to which the bid was directed. A request for withdrawal of a bid made after the specified number of days allowed shall result in automatic forfeiture of the bid security.
 - (4) Following a timely request for withdrawal of a bid, a penalty may not be assessed if the bidder establishes by credible evidence, including original documents when requested, the following:
 - a) An error, clerical as opposed to judgmental in nature and verifiable by written evidence, occurred in the computation of the bid,
 - b) The error constitutes either an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor and/or material from the final bid computation.

- (5) If the bidder fails to meet its burden of proof, the request to withdraw without penalty shall be denied and bidder shall be responsible for the difference between their bid and the next lowest bidder. The decision of the College shall be final and conclusive.
- (6) Once a request to withdraw is made, the College shall continue to progress the award process considering only the remaining bids.

23. Disqualification of Bidders

The College reserves the right to disqualify bidders, before or after bid opening, upon evidence of collusion with third parties or other illegal practices upon the part of the bidder.

AD. Purchase College has the right to:

1. Reject any and all Bid Proposals received in response to this IFB in part or entirely.
2. To terminate any resulting contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, Purchase College may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.
3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Request references and to contact any or all references.
5. Waive requirements or amend this IFB upon notification to all Offerers. Mandatory requirements may be eliminated if unmet by all Offerers.
6. Adjust or correct cost or cost figures with the concurrence of the Offerer if mathematical or typographical errors exist.
7. Negotiate with Offerers responding to this IFB within the requirements necessary to serve the best interests of Purchase College.
8. Purchase College reserves the right to change any dates specified for the review and selection process.
9. Begin contract negotiations with another Offerer in order to serve the best interests of Purchase College should Purchase College be unsuccessful in negotiating a contract with the Successful Offerer within an acceptable time frame.
10. Request clarifications from Offerers for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Offerers determined to be susceptible to being selected for contract award, prior to award.
11. Termination without cause: Either party may terminate the resulting contract by giving ninety (90) days written notice to the other party.
12. Waive minor irregularities.
13. Purchase College reserves the right to modify or amend the requirements of this IFB after its release. All vendors will receive written notification of any modifications to the requirements of this IFB. If any modifications make compliance with the original Procurement Timetable impractical, the College will adjust the timetable accordingly.
14. Vendors who submit a Bid Proposal in response to the IFB may be required to give an oral presentation to representatives of Purchase College and/or allow a site visit to the main or branch office. The site visit may include a demonstration of on-line inquiry access services. This shall provide an opportunity for the Vendor to clarify or elaborate on the Bid Proposal, but shall in no way change the original Bid Proposal. Purchase College shall schedule the time and location.
15. The successful vendor will be notified by Purchase College by telephone and confirmed by letter.
16. By submitting a Bid Proposal, the vendor agrees that she/he will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.
17. Vendors may be requested to provide evidence that the award of an Agreement will not result in a conflict of interest with regard either to other work performed by the vendor or to potential conflict of interest among vendor staff.
18. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Bid Proposal.
19. Purchase College reserves the right to reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
20. Subcontractors
 - Except for vendors designated by the College, the Bidder must, in its Bid Proposal response, indicate the name and address of all proposed subcontractors. This statement must contain a description of the portion of the work which

the proposed subcontractors are to perform/provide and any information tending to prove that the proposed subcontractors have the necessary skill, experience and financial resources to provide the service in accordance with the IFB.

- The vendor shall have sole responsibility to the College for the acts or defaults of said subcontractors, of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be deemed to be the agent or employee of the vendor to the extent of its subcontract.
- The vendor shall execute with each of its subcontracts and shall require all subcontracts to execute a written agreement which shall bind the latter to the terms and provisions of this Invitation for Bids insofar as such terms and provisions are applicable to the work to be performed by such subcontractors.

EXHIBIT B

Submit Bid to:

Purchase College
State University of New York
735 Anderson Hill Road
Purchase, New York 10577-1402
Purchasing & Accounts Payable Office
tel 914/251-6070 fax 914/251-6075

Proposal/Specification Ref: SU-050114
Bid Opening Date: 10 April 2014
Bid Opening Time: 1:00 PM

BID PROPOSAL

(this is not an order)

University reserves the right to request clarifications or allow revisions of proposals in accordance with Section 163 of the New York State Finance Law. Purchase College, State University of New York, reserves the right to reject any or all bids.

This bid is signed by the vendor with full knowledge and acceptance of all provisions of Appendix B, the General Specifications (July 2006). Copies may be obtained from the Office of General Services, The Governor Nelson A. Rockefeller Empire State Plaza, Albany, NY 12242.

Item#	Description	Total
	Interior/Exterior Painting Services, Per attached Specifications SU-050114 dated 25 February 2014 Please provide cost for the following:	
a.	Base Rate Painting: Rate per Square Foot	\$ _____ / Sq Ft
b.	Special Painting Service: Rate per Square Foot [Includes: Patching/Preparation of damage over three (3) Square Inches; Fine Detail work] All Work under Special Painting Service must be justified and documented in writing and be supported by photographs.	\$ _____ / Sq Ft
	<p>NOTE: AWARD WILL BE MADE ON LOW BID BASIS PER RESULT OF FORMULA: 94.6% Base Rate + 5.4% Special Painting Service</p> <p>AWARD WILL BE MADE TO A "RESPONSIBLE" VENDOR ONLY.</p> <p>PLEASE NOTE: It is preferred that bid prices be machine typed (Typewritten, laser printed, computer generated). However, if handwritten, please express the bid amount both in numbers and in words.</p>	

If you are not submitting a bid, it is requested that you indicate your reason for not bidding.
 FAILURE TO DO SO WILL REMOVE YOUR NAME FROM THE BIDDERS LIST.

Cash Discount Terms: _____ % ____ Days **NYS SFS Vendor ID No** _____

Federal ID Number: _____

Company Name: _____

Street Address: _____

City, State Zip: _____

Telephone/Fax: _____

Signed by: _____

Typed Signature: _____

Title: _____

Completed BID PROPOSAL must be returned to:
PURCHASING & ACCOUNTS PAYABLE OFFICE

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "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):

1. **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. **PROHIBITION AGAINST ASSIGNMENT**

Except for the assignment of its right to receive payments subject to Article 5-A of the State Finance Law, the Contractor selected to perform the services herein are prohibited in accordance with Section 138 of the State Finance Law from assigning, transferring, conveying, subletting or otherwise disposing of its rights, title or interest in the contract without the prior written consent of SUNY and attempts to do so are null and void. Notwithstanding the foregoing, SUNY may, with the concurrence of the New York Office of State Comptroller, waive prior written consent of the assignment, transfer, conveyance, sublease or other disposition of a contract let pursuant to Article XI of the State Finance Law if the assignment, transfer, conveyance, sublease or other disposition is due to a reorganization, merger or consolidation of Contractor's its business entity or enterprise and Contractor so certifies to SUNY. SUNY retains the right, as provided in Section 138 of the State Finance Law, to accept or reject an assignment, transfer, conveyance, sublease or other disposition of the contract, and to require that any Contractor demonstrate its responsibility to do business with SUNY.

3. **COMPTROLLER'S APPROVAL.** (a) In

accordance with Section 112 of the State Finance Law, Section 355 of New York State Education Law, and 8 NYCRR 316, Comptroller's approval is not required for the following contracts: (i) materials; (ii) equipment and supplies, including computer equipment; (iii) motor vehicles; (iv) construction; (v) construction-related services; (vi) printing; and (vii) goods for State University health care facilities, including contracts for goods made with joint or group purchasing arrangements.

(b) Comptroller's approval is required for the following contracts: (i) contracts for services not listed in Paragraph (3)(a) above made by a State University campus or health care facility certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$250,000; (ii) contracts for services not listed in Paragraph (3)(a) above made by a State University campus not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$50,000; (iii) contracts for services not listed in Paragraph (3)(a) above made by health care facilities not certified by the Vice Chancellor and Chief Financial Officer, if the contract value exceeds \$75,000; (iv) contracts whereby the State University agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds \$10,000; (v) contracts for real property transactions if the contract value exceeds \$50,000; (vi) all other contracts not listed in Paragraph (3)(a) above, if the contract value exceeds \$50,000, e.g. SUNY acquisition of a business and New York State Finance Article 11-B contracts and (vii) amendments for any amount to contracts not listed in Paragraph (3)(a) above, when as so amended, the contract exceeds the threshold amounts stated in Paragraph (b) herein. 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.

(c) Any contract that requires Comptroller approval shall not be valid, effective or binding upon the State University until it has been

approved by the Comptroller and filed in the Comptroller's office.

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 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 SUNY of any SUNY-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 on the submission of competitive bids, Contractor

affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief 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 it to SUNY 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 (2 NYCRR 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 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, 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 SUNY and its representatives and entities 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. SUNY 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 SUNY 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, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

Identification Number(s). Every invoice or New York State Claim for Payment submitted to the State University of New York 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 University of New York 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 State University of New York 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 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.

(a) 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:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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;

(2) at SUNY's request, 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

(3) 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.

(b) Contractor will include the provisions of "1", "2" and "3", 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 sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY 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, SUNY 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 Exhibit A, the terms of this Exhibit 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 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 State Finance Law §165 (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 Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, 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 Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have 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(5) of the 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
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 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:

(a) 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 SUNY;

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

(c) 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 Search 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 SUNY may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with SUNY 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 of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, 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, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the

purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. 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.

26. 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 SUNY 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 SUNY determines that such action is in the best interests of the State.

27. 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.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

28. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

29. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

1. DEFINITIONS. The following terms shall be defined in accordance with Section 310 of the Executive Law:

STATE CONTRACT herein referred to as "State Contract", shall mean: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000.00), whereby the State University of New York ("University") is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing, to be performed for, or rendered or furnished to the University; (b) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; and (c) a written agreement in excess of one hundred thousand dollars (\$100,000.00) whereby the University as an 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.

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement for a total expenditure in excess of \$25,000 providing for services, including non-staffing expenditures, supplies or materials of any kind between a State agency and a prime contractor, in which a portion of the prime contractor's obligation under the State contract is undertaken or assumed by a business enterprise not controlled by the prime contractor.

WOMEN-OWNED BUSINESS ENTERPRISE herein referred to as "WBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more United States citizens or permanent resident aliens who are women; (b) an enterprise in which the ownership interest of such women is real, substantial and continuing; (c) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the

previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

A firm owned by a minority group member who is also a woman may be certified as a minority-owned business enterprise, a women-owned business enterprise, or both, and may be counted towards either a minority-owned business enterprise goal or a women-owned business enterprise goal, in regard to any Contract or any goal, set by an agency or authority, but such participation may not be counted towards both such goals. Such an enterprise's participation in a Contract may not be divided between the minority-owned business enterprise goal and the women-owned business enterprise goal.

MINORITY-OWNED BUSINESS ENTERPRISE herein referred to as "MBE", shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (a) at least fifty-one percent (51%) owned by one or more minority group members; (b) an enterprise in which such minority ownership is real, substantial and continuing; (c) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; (d) an enterprise authorized to do business in this state and independently owned and operated; (e) an enterprise owned by an individual or individuals, whose ownership, control and operation are relied upon for certification, with a personal net worth that does not exceed three million five hundred thousand dollars (\$3,500,000.00), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

MINORITY GROUP MEMBER shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America. (d) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian Subcontinent or Pacific Islands.

CERTIFIED ENTERPRISE OR BUSINESS shall mean a business verified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law. A business enterprise which has been approved by the New York Division of Minority & Women Business Development ("DMWBD") for minority or women-owned enterprise status subsequent to verification that the business enterprise is owned, operated, and

controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

2. TERMS. The parties to the attached State Contract agree to be bound by the following provisions which are made a part hereof (the word "Contractor" herein refers to any party other than the University):

1(a) Contractor and its Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

(b) Prior to the award of a State Contract, the Contractor shall submit an equal employment opportunity (EEO) policy statement to the University within the time frame established by the University.

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and 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; (ii) 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; (iii) At the request of the University 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(d) Except for construction contracts, prior to an award of a State Contract, the Contractor shall submit to the contracting agency a staffing plan of the anticipated work force to be utilized on the State Contract or, where required, information on the Contractor's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the contracting agency. The form of the staffing plan shall be supplied by the contracting agency. If Contractor fails to provide a staffing plan, or in

the alternative, a description of its entire work force, the University may reject Contractor's bid, unless Contractor either commits to provide such information at a later date or provides a reasonable justification in writing for its failure to provide the same.

(e) After an award of a State Contract, the Contractor shall submit to the University a workforce utilization report, in a form and manner required by the agency, of the work force actually utilized on the State Contract, broken down by specified ethnic background, gender, and Federal occupational categories or other appropriate categories specified by the University.

(f) The Contractor shall include the provisions of this section in every Subcontract in such a manner that the requirements of the provisions will be binding upon each Subcontractor as to work in connection with the State Contract, including the requirement that Subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the Contractor information on the ethnic background, gender, and Federal occupational categories of the employees to be utilized on the State Contract.

(g) To ensure compliance with the requirements of this paragraph, the University shall inquire of a Contractor whether the work force to be utilized in the performance of the State Contract can be separated out from the Contractor's and/or Subcontractors' total work force and where the work of the State Contract is to be performed. For Contractors who are unable to separate the portion of their work force which will be utilized for the performance of this State Contract, Contractor shall provide reports describing its entire work force by the specified ethnic background, gender, and Federal Occupational Categories, or other appropriate categories which the agency may specify.

(h) The University may require the Contractor and any Subcontractor to submit compliance reports, pursuant to the regulations relating to their operations and implementation of their affirmative action or equal employment opportunity program in effect as of the date the State Contract is executed.

(i) If a Contractor or Subcontractor does not have an existing affirmative action program, the University may provide to the Contractor or Subcontractor a model plan of an affirmative action program. Upon request, the Director of DMWBD shall provide a contracting agency with a model plan of an affirmative action program.

(j) Upon request, DMWBD shall provide the University with information on specific recruitment sources for minority group members and woman, and contracting agencies shall make such information available to Contractors

2. Contractor must provide the names, addresses and federal identification numbers of certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State Contract and a description of the Contract scope of work which the Contractor intends to structure to

increase the participation by Certified minority- and/or women-owned business enterprises on the State Contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State Contract which the Contractor intends to be performed by a certified minority- or woman-owned business enterprise. In the event the Contractor responding to University solicitation is joint venture, teaming agreement, or other similar arrangement that includes a minority-and women owned business enterprise, the Contractor must submit for review and approval: i. the name, address, telephone number and federal identification of each partner or party to the agreement; ii. the federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; iii. A copy of the joint venture, teaming or other similar arrangement which describes the percentage of interest owned by each party to the agreement and the value added by each party; iv. A copy of the mentor-protégé agreement between the parties, if applicable, and if not described in the joint venture, teaming agreement, or other similar arrangement.

3. PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN. The University shall determine whether Contractor has made conscientious and active efforts to employ and utilize minority group members and women to perform this State Contract based upon an analysis of the following factors:

(a) Whether Contractor established and maintained a current list of recruitment sources for minority group members and women, and whether Contractor provided written notification to such recruitment sources that contractor had employment opportunities at the time such opportunities became available.

(b) Whether Contractor sent letters to recruiting sources, labor unions, or authorized representatives of workers with which contractor has a collective bargaining or other agreement or understanding requesting assistance in locating minority group members and women for employment.

(c) Whether Contractor disseminated its EEO policy by including it in any advertising in the news media, and in particular, in minority and women news media.

(d) Whether Contractor has attempted to provide information concerning its EEO policy to Subcontractors with which it does business or had anticipated doing business.

(e) Whether internal procedures exist for, at a minimum, annual dissemination of the EEO policy to employees, specifically to employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions. Such dissemination may occur through distribution of employee policy manuals and handbooks, annual reports, staff meetings and public postings.

(f) Whether Contractor encourages and utilizes minority group members and women employees to assist in recruiting other employees.

(g) Whether Contractor has apprentice training programs approved by the N.Y.S. Department of Labor which provides for

training and hiring of minority group members and women.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor.

4. PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES. Based upon an analysis of the following factors, the University shall determine whether Contractor has made good faith efforts to provide for meaningful participation by minority-owned and women-owned business enterprises which have been certified by DMWBD:

(a) Whether Contractor has actively solicited bids for Subcontracts from qualified M/WBEs, including those firms listed on the Directory of Certified Minority and Women-Owned Business Enterprises, and has documented its good faith efforts towards meeting minority and women owned business enterprise utilization plans by providing, copies of solicitations, copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publications of such advertisements; dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the University, with certified minority- and women-owned business enterprises, and the reasons why any such firm was not selected to participate on the project.

(b) Whether Contractor has attempted to make project plans and specifications available to firms who are not members of associations with plan rooms and reduce fees for firms who are disadvantaged.

(c) Whether Contractor has utilized the services of organizations which provide technical assistance in connection with M/WBE participation.

(d) Whether Contractor has structured its Subcontracts so that opportunities exist to complete smaller portions of work.

(e) Whether Contractor has encouraged the formation of joint ventures, partnerships, or other similar arrangements among Subcontractors.

(f) Whether Contractor has requested the services of the Department of Economic Development (DED) to assist Subcontractors' efforts to satisfy bonding requirement.

(g) Whether Contractor has made progress payments promptly to its Subcontractors.

(h) Whether the terms of this section have been incorporated into each Subcontract which is entered into by the Contractor. It shall be the responsibility of Contractor to ensure compliance by every Subcontractor with these provisions.

5. GOALS. (a) GOALS FOR MINORITY AND WOMEN WORK FORCE PARTICIPATION.

(i) The University shall include relevant work force availability data, which is provided by the DMWBD, in all documents which solicit bids for State Contracts and shall make efforts to assist Contractors in utilizing such data to determine expected levels of participation for

minority group members and women on State Contracts.

(ii) Contractor shall exert good faith efforts to achieve such goals for minority and women's participation. To successfully achieve such goals, the employment of minority group members and women by Contractor must be substantially uniform during the entire term of this State Contract. In addition, Contractor should not participate in the transfer of employees from one employer or project to another for the sole purpose of achieving goals for minority and women's participation.

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or an combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the University is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon, Contractor shall exert good faith efforts to achieve a participation goal of **ten** percent

(10%) for Certified Minority-Owned Business Enterprises and **six** percent **(6%)** for Certified Women-Owned Business Enterprises.

6. ENFORCEMENT. The University will be responsible for enforcement of each Contractor's compliance with these provisions. Contractor, and each Subcontractor, shall permit the University access to its books, records and accounts for the purpose of investigating and determining whether Contractor or Subcontractor is in compliance with the requirements of Article 15-A of the Executive Law. If the University determines that a Contractor or Subcontractor may not be in compliance with these provisions, the University may make every reasonable effort to resolve the issue and assist the Contractor or Subcontractor in its efforts to comply with these provisions. If the University is unable to resolve the issue of noncompliance, the University may file a complaint with the DMWBD.

7. DAMAGES FOR NON COMPLIANCE.

Where the University determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE

participation goals, Contractor shall be obligated to pay liquidated damages to the University. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the University, Contractor shall pay such liquidated damages to the University within sixty (60) days after such damages are assessed, unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the University.

Division 1 - General Requirements

Purchase College, State University of New York, hereinafter referred to as the College is soliciting proposals from qualified painting contractors to perform painting services of College dormitories, apartment complexes and other buildings. Errors or omissions in the Specifications shall not relieve Contractor of responsibility for a complete and workmanlike job. Contractor will be given access to the Service Area and agrees to limit its entry to scheduled working hours or as otherwise specifically authorized. The College agrees to provide access to all locations to be painted during scheduled hours, or according to such schedule as may be mutually agreed upon during performance.

Section A - Qualification of Bidders

1. All prospective bidders are hereby notified that they must submit with the bid, detailed written documentation, to prove to the satisfaction of Purchase College, that they have the skill and experience, as well as the necessary facilities, ample financial resources, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.
2. The bidder must also be prepared to prove, to the satisfaction of the College that it has successfully completed a contract of similar work.

Section B – Description of Work

WORK INCLUDED AS PART OF THIS CONTRACT:

1. The work of this contract shall consist of all materials, labor, and equipment and the like necessary and/or required for the complete execution of the preparation, painting and finishing work for the project. This includes but is not limited to all lifting devices, scaffolding, staging, platforms, runways, ladders, etc. Contractor shall also supply all construction aids, bracing, guards, railings and other safety devices as required by the governing authorities and OSHA.
2. The work shall include painting and finishing of interior and exterior exposed to view items and surfaces throughout the project, unless fully factory-finished and except as otherwise indicated.
3. "Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers, and fillers, and other applied materials whether used a prime, intermediate or finish coats.
4. Paint exposed surfaces whether or not colors are designated in "schedules," except where natural finish of material is specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Project Manager will select these from manufacturer's standard colors available.

WORK NOT INCLUDED AS PART OF THIS CONTRACT:

1. Painting of metal items using an electrostatic painting method.
2. Road/parking lot marking/stripping will NOT be part of the services specified.

3. Scaffolding above 10'-0", where required. When needed, Contractor shall submit, in writing, pricing for additional equipment required to the Project Manager for review and approval, prior to beginning the work.
4. Repair work to existing walls where the repair is an area greater than three (3) square inches.

Section C – Additional Terms of Agreement

1. Basis of Award

Contract will be awarded on a low bid basis per formula: 94.6% Base Rate Painting + 5.4% Rate for Patching/Preparation of Damage over Three (3) square inches. The Base Rate Painting shall include but not be limited to labor, material, patching/repair, one prime coat/stain killer if required, two finish coats, latex, oil base or any paint finish required, manufacturers' standard paint colors, fees, insurance or any charges required to perform this agreement. **Base bid applies to painting all types of surfaces (including but not limited to) – drywall, plaster, wood & metal doors, windows and trim.**

2. Rate Increase

Prices as listed on in the Bid Proposal may be adjusted for during the life of the contract. Rate increases are not automatic, and must be requested by contractor. All requests must be in writing, and shall be in sufficient detail to enable the College to make a fair decision. All requests for rate increases will be evaluated on the basis of the most recent Consumer Price Index (CPI), U.S. Department of Labor, Bureau of Labor Statistics—Consumer Price Index – All Urban Consumers, area: New York-Northern New Jersey-Long Island, NY-NJ-CT-PA. No rate increase may exceed 2% above the aforesaid index. Approved rate increases will be adjusted as of the first contract anniversary date and on each subsequent anniversary, except for the contract termination date. All requests for rate increase must be submitted in writing no later than 90 days prior to the anniversary for which date the rate increase would begin. For example, if the contract start date is May 1, a request for rate increase must be submitted not later than January 31.

3. Termination for Cause

The contract may be cancelled at any time at the option of the College for nonperformance by the contractor. Such cancellation shall be accompanied by the giving written notice not less than five (5) days prior to such cancellation.

4. Job Estimates

Prior to any work to be performed during the life of this agreement, there must be a mutually agreed upon accounting of the areas to be painted and the number of square footage which footage shall determine the amount of payment. Each painting project will require a fully completed estimate indicating the location of the work to be performed and the agreed to square footage for Base Rate painting and, if applicable, for Special Painting Service. Special Painting Service includes patching/preparation of damage over three (3) Square inches; and Fine Detail work. All work under Special Painting Service must be justified and documented in writing and be supported by photographs. The Painting Service Estimate Form must be signed by the Project Manager as well as the contractor. (See attached Exhibit C). No painting is to begin until the completed Painting Service Estimate Form is submitted to the Purchasing & Accounts Payable Office for verification of funding availability and encumbering. All signatures are required on the Painting Service Estimate Form before work can begin. No payment will be made without a contractor's invoice and a completed Painting Service Estimate Form.

5. Wage Rates and Supplements

The latest prevailing wage rates and supplements determined by the Department of Labor of the State of New York for the locality at which the work shall be performed will be in effect during the course of this contract. The contractor and sub-contractor shall submit to the College within 30 days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by Article 8, Section 220, of the NYS Labor Law.

The rates of wages and supplements determined by the Industrial Commissioner of the State of New York as Prevailing in the locality of the site at which the work will be performed can be found at:

<http://wpp.labor.state.ny.us/wpp/publicViewProject.do?method=showIt&id=1002879>

The Prevailing Wage Case Number (PRC#) assigned to this project is 2014002080.

6. Working Hours and Scheduling

The normal workweek shall be Monday through Friday 8:00 AM to 4:30 PM. Contractor may be permitted to work earlier or later hours if approved in advance by the College. Contractor will be required to submit such requests in written format to the Project manager at least 72 hours in advanced. College will make every effort to accommodate request within reason.

7. Coordination and Cooperation with the College

The contractor shall cooperate with the College in order that the work will cause as little disturbance as possible. Any of the items covered in these specifications which effect the operation of the College, or any questions or problems relating to the College, shall be directed to the College designated Project Manager, tel. (914) 251-6918. The College buildings will be occupied and will continue to be used while the work is in progress. The contractor shall cooperate with the College and cause minimum interference with the daily operations and access to the buildings. Extreme care shall be exercised by the contractor and their workers to attain this result.

Contractor shall take direction only from the Project Manager. Any work performed under direction from any other College representative will not be binding or entitle Contractor to additional compensation or acceptance of the extra work.

8. Meetings

Periodic meetings will be scheduled by the College during the course of this contract that will require representation by the Contractor.

9. Damage to College/Student Property

The contractor shall be responsible for the repair or replacement cost of any damage to College/Student property caused by the use, misuse, or negligence of the contractor's employees. The contractor is responsible for reporting, in writing, within 72 hours the occurrence of damage to College property. Failure to report the damage to the Project Manager within the specified time may be cause for termination of this contract. Drop cloths to be used at all times to protect college property.

Section D – College Rules and Regulations

1. Applicable Codes and Compliance

Perform work only in accordance with all governing codes, laws and regulations. Notify the College at once and prior to proceeding of any discrepancies between such codes, laws and regulations and the contract requirements. The contractor shall give notices, pay all fees

and comply with all laws, rules and regulations applicable to the work, including OSHA. The contractor, and employees of the contractor, shall comply with all College regulations governing conduct, access to the premises, operation of equipment and systems and conduct while in or near the premises and shall perform the work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the institution, staff and students.

2. Use of Premise

- (1) Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. *For purposes of this provision, "site" shall include all existing structures.*
- (2) The Building in which the Work is to be performed is currently occupied by residential areas, offices and/or classrooms. Contractor shall have limited use of premises for painting as outlined in this section and/or any other section of the specifications, or at the College's discretion, to perform work.
- (3) Contractor may have work in areas where the College has separate contracts with other vendors also performing work in the same area. For this reason, Contractor will adhere to the following:
 - a) The Contractor will need to have their portion of the Work coordinated with other Contractors working on the site so that their work conforms to the progressive operation of all the work covered under other contracts that the College has let on this site.
 - b) Each Contractor shall afford other Contractors reasonable opportunities for the introduction and storage of their supplies, materials, equipment, and execution of their work.
 - c) If the Contractor or such other contractors contend that their work of the progress thereof is being interfered with by the acts or omissions of the others or that there is a failure to coordinate or properly arrange the sequence of the work on the part of the Contractor or such other contractors, they shall, within five (5) working days of the commencement of such interference or failure of coordination or failure to perform work in proper sequence, give written notification to the College of such contention. Upon receipt of such notification or on its own initiative, the College shall investigate the situation and issue such instructions to the Contractor or such other contractors with respect thereto as it may deem proper. The College shall determine the rights of the Contractor and of such other contractors and the sequence of work necessary to expedite the completion of the work covered by said other contracts.
- (4) All work is to be conducted in such a manner as to cause a minimum degree of interference with the College's operations and academic schedule. Contractor is to coordinate their work with the College's classroom schedule.
- (5) The Contractor and its employees shall comply with all College regulations governing conduct, access to the premises, and operation of equipment.
- (6) At all times, maintain all paths of egress and keep clear of all materials and debris.
- (7) The contractor shall be expected to maintain the security and the exit capability of all entrances at all times. The buildings shall not be left "open" overnight or during any period of inclement weather. Temporary closures may be used overnight if they are adequate for security and weather protection, if approved by the Project Manager.

3. Campus Regulations

- (1) The contractor and his/her employees, subcontractors, etc., will not fraternize with any building or campus occupants. This includes but is not limited to students, faculty, and employees of the State other than those designated, visitors and guests. At no time will it be appropriate to say anything derogatory to the above referenced individuals. Harassment, verbal or otherwise, of the above referenced individuals will **not** be tolerated. If an incident arises, the Contractor will be directed to **permanently remove** the employee from the site.
- (2) No drugs are permitted on campus.
- (3) No smoking is permitted in the buildings.
- (4) The contractor, employees and sub-contractors are required to stay within the construction boundary lines at all times.
- (5) The contractor, employees, and sub-contractors must recognize the fact that this is an institute for learning. Flexibility will be required during certain times of the academic year.
- (6) Each employee of the general contractor and any of their sub-contractors must wear clearly visible identification tags while on Campus. Identification tags must at a minimum state what company the employee works for, name of employee, photo identification, and company contact information (including phone number).

4. Temporary Electric Power for Painting Activities

Electric power will be available from existing outlets in the buildings at no cost to the contractor. This power may be used for small power tools, etc., and the contractor shall investigate and not exceed the capacity of the existing circuits. If the required power load exceeds the capacities of the available power sources, the contractor shall be responsible and pay for furnishing and installing all necessary temporary power and remove same at completion. Install all temporary wiring and equipment in conformity with the National Electrical Code. If an extension cord is used, it shall be plugged into a ground fault circuit interrupter (GFCI) as required by OSHA standards 29 CFR 1910.304(b)(3)(ii)(A) and 29 CFR 1926.404(b)(1)(ii).

5. Temporary Lighting

Electrical lighting, as it exists within the work area is available to the contractor at no cost. If electrical lighting is not available in the area of work, at his expense, the contractor shall install, and maintain and remove temporary light fixtures as may be required by the conditions of the work. Installation and light levels shall be in accordance with all applicable codes and regulations and acceptable practice.

6. Sanitary Facilities

The contractor will be permitted to use existing toilet facilities, provided they are not misused, defaced or dirtied unnecessarily. If the College deems that the existing facilities have been subject to misuse, the contractor shall be informed and caused to install and be responsible for maintaining his own temporary sanitary facilities subject to the College's restriction. The contractor shall also be held responsible for the repair of any damage to said existing facilities.

Contractor shall NOT use existing toilet facilities to wash down and clean their materials (brushes, rollers, pans, buckets, etc.).

7. Temporary Water

The College will furnish water through the available campus system without charge to the contractor.

8. Temporary Parking

Contractor employee parking will be allowed and arranged within campus parking lots on a limited basis as approved by the College. Contractor is to abide to the following:

- (1) The Contractor and its employees shall be subject to all the rules and regulations of the College, including parking regulations. The College is regulated by New York State Vehicle and Traffic Laws.
- (2) The Contractor and its employees shall only park in the designated areas in Lot #W-2. There shall be no parking in other areas of the campus (unless prior written authorization is provided by the College Chief of Police).
- (3) Parking violations are subject to fines and are the sole responsibility of the Contractor or its employees. Vehicles that are parked illegally may be towed at the expense of the owner/driver.
- (4) All vehicles are required at all times to register with the College's Public Safety Unit.
- (5) There is \$35.00 fee for parking permits. The fee is per vehicle and permits need to be displayed whenever the vehicle is parked on campus.

9. Use of Elevators

The contractor shall be permitted to make temporary use of elevators designated provided such use does not interfere with the normal activities of the College. Large and heavy items shall not be placed in elevators, and suitable padding shall be provided whenever a cab is used for construction purposes. The elevators shall be restored to their original condition satisfactory to the College at the end of construction activities.

10. Safety and Protection of Facilities

The contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the staff, the students, the work, and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done. The contractor shall erect, maintain and remove appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the work for the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA.

11. Fire Detection and Protection Devices and Life Safety Systems

The contractor shall cover and protect heat and smoke detectors and other fire protection/detection devices (including sprinkler heads, fire alarm strobes, pull boxes, etc.) while painting work is in progress. The contractor shall follow the Purchase College Life Safety System Impairment Procedure when the operation of any fire detection or suppression device is impaired. DO NOT PAINT FIRE DETECTION OR PROTECTION DEVICES OR THEIR COVERS. All Life Safety System devices will be inspected by the college and the contractor before work begins. Any damaged or painted devices will be replaced at the contractor's expense.

12. Protection of Existing Structures, Vegetation and Utilities

The contractor, during the course of his work, shall not damage any buildings, structures and utilities, public or private, including poles, signs, services to buildings, streets, telephone

cables, plants & vegetation, and other improvements. Any damage resulting from contractor's operations shall be repaired at his expense.

13. Contractor Supervision

- (1) Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over *construction means, methods, techniques, sequences and procedures including safety programs and procedures*, and for coordinating all portions of the Work under the Contract.
- (2) Contractor shall enforce strict discipline and good order among Contractor's employees and other persons carrying out the Contract. Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- (3) Contractor shall be responsible for inspection of related portions of Work already performed, *as well as existing conditions*, to determine that such are in proper condition to receive subsequent Work.
- (4) Contractor shall be responsible to College for acts and omissions of Contractor's employees, Subcontractors and their agents and employees, and other *persons or entities directly or indirectly employed by them* performing portions of the Work under a contract with Contractor

14. Clean-Up And Protection

The contractor shall, at all times during the progress of the work, keep the site free from accumulation of waste matter or rubbish and shall confine their apparatus, materials and operations of their personnel to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the State University. Waste matter or rubbish must be properly removed from the College. College containers are not to be used for discarding waste materials generated under this contract. Upon completion of the work covered by the contract, the contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, all paint, building material, rubbish, unused material, and other material belonging to contractor or used under contractor's direction during construction which impairs the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of contractor's failure to do so, the same shall be removed by the College at the expense of the contractor.

- (1) Clean-up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.
- (2) Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- (3) Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing and repainting, as acceptable to Project Manager.
- (4) Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for the protection of their work after completion of painting operations.

- (5) At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.
- (6) Overnight storage of flammable material must be in secured areas and in appropriate containers.
- (7) Tools and painting equipment, i.e., brushes and rollers, shall be cleaned in accordance with all Federal, State, and local regulations. Do not use the College's plumbing facilities for this purpose.

15. Access To Work

Contractor shall provide College access to *all portions of* the Work in preparation and progress wherever located.

TECHNICAL SPECIFICATIONS:

SECTION 09 90 00

PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. This Section includes surface preparation and field painting of exposed interior and exterior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where these Specifications indicate that the surface or material is not to be painted or is to remain natural. If an item or a surface is not specifically mentioned, paint the item or surface the same as similar adjacent materials or surfaces. If a color of finish is not indicated, Project Manager will select from standard colors and finishes available.
 - 1. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron supports, and surfaces of mechanical and electrical equipment that do not have a factory-applied final finish.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.
 - 1. Prefinished items include the following factory-finished components:
 - a. Architectural woodwork.
 - b. Acoustical wall or ceiling panels.
 - c. Metal toilet enclosures.
 - d. Elevator entrance doors and frames.
 - e. Elevator equipment.
 - f. Finished mechanical and electrical equipment.
 - g. Light fixtures.
 - h. Fire, Smoke, and Life Safety equipment.
 - 2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
 - a. Furred areas.
 - b. Ceiling plenums.
 - c. Pipe spaces.
 - d. Duct shafts.
 - e. Elevator shafts.
 - 3. Finished metal surfaces include the following:
 - a. Anodized aluminum.
 - b. Stainless steel.
 - c. Chromium plate.
 - d. Copper and copper alloys.
 - 4. Operating parts include moving parts of operating equipment and the following:
 - a. Valve and damper operators.

- b. Linkages.
 - c. Sensing devices.
 - d. Motor and fan shafts.
5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

1.02 DEFINITIONS

- A. The term "Painting" wherever used herein, means the application of all coatings such as paint, primer, enamel, varnish, shellac, oil, etc. as listed in the Painting Schedules.
- B. Standard coating terms defined in ASTM D 16 apply to this section.
- 1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
 - 2. Eggshell refers to low-sheen finish with a gloss range between 20 and 35 when measured at a 60-degree meter.
 - 3. Semi-gloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
 - 4. Full gloss refers to high-sheen finish with a gloss range more than 70 when measured at a 60-degree meter.
- C. The term "Painting" shall also include preparation of surface for such application, and the clean-up as hereinafter specified.
- D. The term "Walls" means all vertical surfaces from floor, or top of base, or top of wainscot, to ceiling or suspended ceiling.
- 1. Include pilasters, breaks, jambs, reveals, returns, arches.
 - 2. Include hardboards, pegboards.
 - 3. Include free-standing columns, low partitions.
 - 4. Includes interior of all enclosed spaces.
 - 5. Includes exterior concrete block, metal panels, wood siding, wood shingles.
- E. The term "Ceilings" means the general overhead horizontal surfaces including cornices, fascias, arches, soffits, stair soffits, metal frame of ceiling lights and the like.
- F. The term "Fine Detail" refers to items that have more detail beyond what is listed under the term "Walls"
- 1. Include window mullions.
 - 2. Include stair spindles.
 - 3. Include crown molding and other detailed moldings.
 - 4. Include column capitals (other than Doric style).

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D 16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2007.
- C. ASTM D 4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 1992 (Reapproved 2003).

- D. Green Seal GS-11 – Paints and coatings (2011).
[http://www.greenseal.org/Portals/0/Documents/Standards/GS-11/GS-11 Paints and Coatings Standard.pdf](http://www.greenseal.org/Portals/0/Documents/Standards/GS-11/GS-11%20Paints%20and%20Coatings%20Standard.pdf)
- E. Green Seal GC-03 – Anticorrosive Paints,
<http://www.greenseal.org/Portals/0/Documents/Standards/GS-11%20Stn%20Dev/anti-corrosivepaints.pdf>
- F. South Coast Air Quality Management District Rule 1113, Architectural Coatings,
www.aqmd.gov/rules/reg/reg11/r1113.pdf
- G. California Air Resources Board (ARB) Suggested Control Measure for Architectural Coatings
http://www.arb.ca.gov/coatings/arch/approved_2007_scm.pdf
- H. Environmental Conservation Law, Article 19 6NYCRR, part 205 (Architectural Coatings).

1.04 SITE ENVIRONMENTAL PROCEDURES

- A. Indoor Air Quality: Provide temporary ventilation as required to maintain adequate ventilation in enclosed areas throughout construction period required to: facilitate progress of Work; to protect Work against dampness and heat; to prevent moisture condensation on surfaces; to provide suitable ambient temperatures for installation and curing of painting; to provide adequate ventilating; to meet health regulations for safe working environment; and, to prevent hazardous accumulations of dusts, fumes, mists, vapors or gases in areas occupied during construction. Provide local temporary exhaust ventilating to prevent harmful dispersal of hazardous substances into atmosphere of occupied areas. Dispose of exhaust materials in manner that will not result in harmful exposure to persons or property. Provide ventilating operations at all times personnel occupy an area, when subject to hazardous accumulations of harmful elements. Continue operation of temporary ventilating system for as long as required after cessation of Work to assure removal of harmful elements.
In areas where the Work shall occur near building or area ventilation intake vents and/or devices, Contractor shall notify Project Manager, in writing, at least 72 hours in advance. Project Manager will determine if intake vents and/or devices need to be turned off or shutdown prior to the Work commencing. The College will make every effort to comply with the Contractor's request, pending review of how said turn-off or shutdown will impact surrounding areas, building operations, and programs.

1.05 SUSTAINABILITY

- A. Materials used for the work of this Section shall, where applicable be VOC compliant with the latest rulings from the EPA and shall further meet LEED requirements which are set by Green Seal, Inc. In addition, the Green Seal recommendations that paints be formulated without specific harmful ingredients (e.g., formaldehyde, benzene) and heavy metals (e.g., cadmium, lead, mercury) shall be enforced. For architectural coatings other than paint, systems shall comply with the California Air Resources Board (ARB) Suggested Control Measure for Architectural Coatings (2008) and/or the South Coast Air Quality Management District's Rule 1113.
- B. VOC Content: Determine VOC (Volatile Organic Compound) content of solvent borne and waterborne paints and related coatings in accordance with EPA Method 24 and ASTM D 3960.
- C. In the selection of the products and materials of this Section as well as for the entire Project, preference will be given to those with the following characteristics:
 - 1. Water-based.
 - 2. Water-soluble.
 - 3. Can be cleaned up with water.

4. Non-flammable.
5. Biodegradable.
6. Low or preferably no VOC (Volatile Organic Compound) content.
7. Manufactured without compounds that contribute to ozone depletion in the upper atmosphere.
8. Manufactured without compounds that contribute to smog in the lower atmosphere.
9. Do not contain methylene-chloride.
10. Do not contain chlorinated hydrocarbons.

1.06 SUBMITTALS

- A. Product Data: Submit manufacturers' product literature for all coating materials, including paint label analysis and application instructions, recommendations for environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, and storage for each material proposed for use.
- B. Product Data-Safety: Safety Data Sheets for each product to be used must be submitted to the Project Manager before application, including VOC content.
- C. Samples: Submit samples for Project Manager's review of color and texture only. Compliance with all other requirements is the exclusive responsibility of the contractor. Provide a listing of material and application for each coat of each finish sample. Samples are to be labeled for location and application.
- D. Samples are to be 12" x 12" hardboard, provide two (2) samples of each color and material, with texture to simulate actual conditions.
- E. Stain Killer: Submit manufacturer's technical information including label, analysis and application instruction.
- F. Certification: By manufacturer that all paints and coatings comply with VOC limits specified.
- G. Certification: By manufacturer that all paints and coatings do not contain any of the prohibited chemicals specified; Green Seal GS-11 and GC-03 certification is not required but if provided shall constitute acceptable certification.
- H. Manufacturer's Instructions: Indicate special surface preparation procedures.
- I. Maintenance Data: Submit data on cleaning, touch-up, and repair of painted and coated surfaces.
- J. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. Extra Paint and Coatings: 1 gallon of each color; store where directed.
 2. Label each container with color in addition to the manufacturer's label.

1.07 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.
- C. Source Limitations: Obtain primers for each coating system from the same manufacturer as the finish coats.
- D. Before and during the application of interior finishing, varnishing, painting, etc. and until final acceptance by the Project Manager of all work covered by the Contract, the Contractor shall, unless

otherwise specified in the Contract Documents, provide sufficient heat to produce a temperature of not less than 68 degrees F nor more than 78 degrees F.

E. Regulatory Requirements

1. Applicable building code.
2. New York State Department of Environmental Conservation –Part 205 in “Architectural Surface Coatings” – for Volatile Organic Compounds (VOC).
3. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry Standards (29 CFR 1926/1910), Revised 1993, Washington, DC.
4. U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) Construction Industry Standards Part 1926.62, Lead Standard.

1.08 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to job site in manufacturer’s original, new and unopened packages and containers bearing manufacturers name and label, and the following information:
 1. Project Name or title of material.
 2. Product description (generic classification of binder type).
 3. Fed Spec. number if applicable, Manufacturers name, stock number and date of manufacture.
 4. Contents by volume for major pigment and vehicle constituents.
 5. Thinning instructions.
 6. Application instructions.
 7. Color and number.
 8. VOC content.
- B. The college will provide one storage room exclusive for paint for the contractor to use during the duration of the contract. This will be in the Old Dorms, room C-09 unless and until other location(s) are designated. The contractor is responsible for maintaining the storage room to acceptable standards and for the security of equipment and materials. Remove oily rags and waste daily. The college is allowed to inspect the room as required.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in a well-ventilated area, and as required by manufacturer's instructions. Maintain storage containers in a clean condition, free of foreign materials and residue.
- D. As required by OSHA standard 29 CFR 1910.1200, the contractor shall provide Safety Data Sheets for all products the contractor brings on site. All such products shall be properly labeled in accordance with. The storage of water based paints and other nonflammable material shall be limited to no more than twenty-five (25) gallons at any one time. Oil-based paints, lacquer finishes, cleaning solvents and other flammable materials must be stored in fire-proof storage cabinets provided by the contractor and approved by the Project Manager.
- E. The contractor shall store materials and equipment in areas on site only as designated by the College. All materials shall be stored in a neat and orderly manner, and those subject to weather damage shall be protected by contractor against the weather by floored weatherproof temporary storage trailers. No painting work will start in any area until the contractor has the required materials on site.

1.09 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the coating product manufacturer, or as listed below (whichever is more restrictive):

1. Apply water-base paints only when temperatures of surfaces to be painted and surrounding air temperatures are between 50 degrees F (10 degrees C) and 90 degrees F (32 degrees C) unless otherwise permitted by paint manufacturers printed instructions.
 2. Apply solvent-thinned paints only when temperature of surface to be painted and surrounding air temperatures are between 45 degrees F (7.2 degrees C) and 95 degrees F (35 degrees C) unless otherwise permitted by paint manufacturers printed instructions.
 3. Do not apply paint in snow, rain, fog or mist; or when relative humidity exceeds 85%; or to damp or wet surfaces, unless otherwise permitted by paint manufacturers printed instructions.
 4. Provide finish coats which are compatible with prime paints used. Provide coats and/or re-prime if primer is found to be incompatible with finish coats.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Minimum Application Temperatures for Latex Paints: 45 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. All materials used in the work shall be pure, of best quality, and "Top-of-Line" of approved manufacturers. Materials not displaying manufacturers' identification as a standard, best-grade product will not be acceptable.
- B. Furnish all materials from one manufacturer unless otherwise specifically approved by Project Manager; no exceptions.
- C. Manufacturers' products which comply with coating requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to Project Manager. Furnish material data and manufacturers' certificate of performance to Project Manager for any proposed substitutions. Information submitted shall outline how substitution matches or exceeds standards of specified projects.
- D. Acceptable Manufacturers:
1. Benjamin Moore & Co. – <http://www.benjaminmoore.com>
 2. Sherwin-Williams – <http://www.sherwin-williams.com>
 3. PPG Industries – <http://www.ppg.com>
 4. Glidden/ICI Industries – <http://www.glidden.com>
 5. Pratt & Lambert – <http://www.prattandlambert.com>

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.

2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
 4. Paint colors, surface treatments, and finishes are to be specified by Project Manager.
 5. Prior to beginning work, Project Manager will furnish color chips for surfaces to be painted.
 6. Use representative colors when preparing samples for review.
 7. Final acceptance of colors will be from samples applied on the job.
 - a). Color Pigments: Pure, non-fading applicable types to suit substances and surfaces indicated.
 - b). Lead Content: Paint as specified in this specification shall be void of any lead content.
 - c). This limitation is extended to interior surfaces and those exterior surfaces, such as stairs, decks, porches, railings, windows, and doors which are readily accessible to children under seven (7) years of age.
- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
1. Apply prime coat to material which is required to be painted or finished and which has not been prime coated by others.
 2. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- C. Volatile Organic Compound (VOC) Content:
1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; www.otcair.org; specifically:
 - 1) Opaque, Flat: 50 g/L, maximum.
 - 2) Opaque, Nonflat: 150 g/L, maximum.
 - 3) Opaque, High Gloss: 250 g/L, maximum.
 - 4) Varnishes: 350 g/L, maximum.
 - c. Architectural coatings VOC limits of State in which the project is located.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Colors: As indicated by Project Manager or as outlined in project documents.

2.03 MIXING AND TINTING

- A. Except where specifically noted in this section, all paint shall be ready-mixed and pre-tinted. Agitate all paint prior to and during application to ensure uniform color, gloss, and consistency.
- B. Thinner addition shall not exceed manufacturer's printed recommendations. Do not use kerosene or other organic solvents to thin water-based paints.
- C. Where paint is to be sprayed, thin according to manufacturer's current guidelines.

2.04 PAINT SYSTEMS - EXTERIOR

- A. Concrete and Stucco - Opaque, Latex / Alkyd, 3 Coat:
 1. One coat of latex/alkyd exterior primer sealer.
 2. Flat/Low Luster/Satin/Semi-Gloss/High Gloss: Two coats of exterior grade latex/alkyd.
- B. Concrete Masonry Units (CMU) - Opaque, Latex, 3 Coat:

1. One coat of latex exterior block filler or masonry primer sealer.
 2. Flat/Low Luster/Satin/Semi-Gloss/High Gloss: Two coats of exterior grade latex.
- C. Ferrous Metals, Unprimed, Latex/Alkyd/Epoxy, 3 Coat:
1. One coat of alkyd/acrylic/epoxy metal primer.
 2. Gloss: Two coats of latex/alkyd enamel.
 3. Semi-gloss: Two coats of latex/alkyd enamel.
- D. Ferrous Metals, Primed, Latex/Alkyd, 2 Coat:
1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 2. Gloss: Two coats of latex/alkyd enamel.
 3. Semi-gloss: Two coats of latex/alkyd enamel.
- E. Wood - Opaque, Latex/Alkyd, 3 Coat:
1. One coat of latex/alkyd exterior primer sealer.
 2. Flat/Low Luster/Satin/Semi-Gloss/High Gloss: Two coats of exterior grade latex/alkyd.
- F. Gypsum Board and Plaster - Opaque, Latex/Alkyd, 3 Coat:
1. One coat of latex/alkyd exterior primer sealer.
 2. Flat/Low Luster/Satin/Semi-Gloss/High Gloss: Two coats of exterior grade latex/alkyd.

2.05 PAINT SYSTEMS - INTERIOR

- A. Concrete and Stucco - Opaque, Latex, 3 Coat:
1. One coat of latex interior primer sealer.
 2. Flat/Eggshell/Satin/Semi-Gloss/High Gloss: Two coats of interior grade latex/alkyd.
- B. Concrete Masonry Units (CMU) - Opaque, Latex, 3 Coat:
1. One coat of latex primer & underbody sealer.
 2. Flat/Eggshell/Satin/Semi-Gloss/High Gloss: Two coats of interior grade latex.
- C. Ferrous Metals, Unprimed, Latex/Alkyd/Epoxy, 3 Coat:
1. One coat of alkyd/acrylic/epoxy metal primer.
 2. Gloss: Two coats of latex enamel.
 3. Semi-gloss: Two coats of latex enamel.
- D. Ferrous Metals, Primed, Latex, 2 Coat:
1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 2. Gloss: Two coats of latex enamel.
 3. Semi-gloss: Two coats of latex enamel.
- E. Wood - Opaque, Latex/Alkyd, 3 Coat:
1. One coat of latex/alkyd interior primer sealer.
 2. Flat/Eggshell/Satin/Semi-Gloss/High Gloss: Two coats of interior grade latex/alkyd.
- F. Gypsum Board and Plaster - Opaque, Latex/Alkyd, 3 Coat:
1. One coat of latex/alkyd interior primer sealer.
 2. Flat/Eggshell/Satin/Semi-Gloss/High Gloss: Two coats of interior grade latex/alkyd.

2.06 CAMPUS PAINTING GUIDELINES

- A. The following finish guidelines shall be followed unless otherwise directed by the Project Manager:
1. Ceilings – Flat finish.
 2. Walls, low partitions, soffits - Eggshell/Satin finish.
 3. Metal doors, door frames, cove bases, and radiation covers - Semi-Gloss/High Gloss finish.
 4. Metal handrails – High Gloss finish.
- B. Paint all grilles and registers in walls and ceilings, fire extinguisher cabinets, hose cabinets, etc. not having a factory applied finish to match adjoining surface finish, unless directed otherwise by the

Project Manager. A factory applied prime coat is not a finish. Such painting cannot interfere with the operation of these items.

- C. Paint all exposed electrical conduit and panelboards in all areas of the Work to match adjoining the wall finish, unless otherwise directed by the Project Manager.
- D. Paint all exposed mechanical piping and ductwork which runs vertically or horizontally on wall surfaces, unless otherwise directed by the Project Manager.
- E. **Do not** paint any telecommunications and/or electrical wiremold or raceway that is of the type that is to remain accessible. If item is in question, notify the Project Manager for approval prior to painting these items.

2.07 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition, in writing, that may potentially affect proper application or is detrimental to the proper and timely completion of work, to the Project Manager prior to beginning work.
- C. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
- D. Starting of painting will be construed as applicators acceptance of surfaces and conditions within any particular area.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Gypsum Wallboard: 12 percent.
 - 2. Interior Wood: 15 percent, measured in accordance with ASTM D 4442.

3.02 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
 - 1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
 - 2. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.

1. Provide barrier coats over incompatible primers or remove and re-prime. Apply primers/stain killer on all surfaces that contains material which will bleed through the specified paint finish shall receive an application of stain killer. It will be the contractor's responsibility to prepare the surface properly. The College will not accept areas which have blemishes or bleed through.
2. Plaster: Minor plaster repair work includes removing all loose, friable, raised or uneven existing plaster patches, preparing and filling minor cracks (1/16 inch and less) or small holes (such as those from hardware) in the plaster with "Durabond" set type material mixed with an acrylic bonding agent as preparation for repainting. Reinforce crack larger than hairline with fiberglass tape embedded in patching material. Sand all repairs smooth. Further, all plaster surfaces shall be thoroughly washed, rinsed and prepared in strict accordance to the recommendations of the paint manufacturer.
3. Concrete and Concrete Masonry: Clean surfaces free of loose particles, sand, efflorescence, laitance, form oil, curing compounds, and other substances which could impair coating performance or appearance.
4. Gypsum Drywall: Provide dry, smooth sanded, clean and free of dust, dirt, powder residue, grease, oil, wax, or other contaminates such as flaking or peeling paint. Any dull glossy old surfaces to be lightly sanded prior to coating. Patch holes (smaller than (3) three square inches) and cracks with spackle and sand smooth and spot prime prior to application of coating system.
5. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
 - c. Backprime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on back side.
 - d. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.
6. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with SSPC's recommendations.
 - a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 6/NACE No. 3.
 - b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
 - c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
7. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
8. Existing Coatings: Remove surface irregularities by scraping or sanding to produce uniform substrate for coating application; apply one coat primer of type recommended by coating manufacturer for maximum coating adhesion. If presence of lead in existing coatings is suspected, cease surface preparation and notify Architect immediately.
9. Corroded Steel and Iron Surfaces: Prepare using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
10. Uncorroded Uncoated Steel and Iron Surfaces: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of formic acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
11. Metal Doors: Prime metal door top and bottom edge surfaces.

12. Wood Doors: Seal door tops and bottoms prior to finishing.

- D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.03 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 3. Provide finish coats that are compatible with primers used.
 4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
 5. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces. Before final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
 6. Paint interior surfaces of ducts with a flat, nonspecular black paint where visible through registers or grilles.
 7. Paint back sides of access panels and removable or hinged covers to match exposed surfaces.
 8. Sand lightly between each succeeding enamel or varnish coat.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 2. Omit primer over metal surfaces that have been shop primed and touchup painted.
 3. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
 2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
 3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required.

- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Mechanical and Electrical Work: Painting of mechanical and electrical work is limited to items exposed in equipment rooms and occupied spaces.
- F. Mechanical items to be painted include, but are not limited to, the following:
 - 1. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
- G. Electrical items to be painted include, but are not limited to, the following:
 - 1. Electrical conduit.
- H. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.
- I. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- J. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.
- K. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.04 FIELD QUALITY CONTROL

- A. Field Quality control shall be obtained by review of first finished area or item of each color scheme as required by the Project Manager for color, texture and workmanship. Said area, or areas, when accepted will serve as the minimum project standard for all ensuing work.

3.05 CLEANING

- A. The contractor shall, at all times during the progress of the work, keep the site free from accumulation of waste matter or rubbish and shall confine his apparatus, materials and operations of their personnel to limits prescribed by law or by the Contract Limit Lines, except as the latter may be extended with the approval of the State University. Waste matter or rubbish must be properly removed from the College. College containers are not to be used for discarding waste materials generated under this contract. Upon completion of the work covered by the contract, the contractor shall leave the completed project ready for use without the need of further cleaning of any kind and with all work in new condition and perfect order. In addition, upon completion of all work, the contractor shall remove from the vicinity of the work and from the property owned or occupied by the State of New York, all paint, building material, rubbish, unused material, and other material belonging to contractor or used under contractor's direction during construction which impairs the use or appearance of the property and shall restore such areas affected by the work to their original condition, and, in the event of contractor's failure to do so, the same shall be removed by the College at the expense of the contractor.
- B. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- C. Clean excess coating materials, and coating materials deposited on surfaces not indicated to receive

coatings, as construction activities of this section progress; do not allow to dry.

- D. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.
- E. Re-install hardware, electrical equipment plates, mechanical grilles and louvers, lighting fixture trim, and other items that have been removed to protect from contact with coatings.
- F. Relocate to original position equipment and fixtures that have been moved to allow application of coatings.
- G. Remove protective materials.
- H. Tools and painting equipment, i.e., brushes and rollers, shall be cleaned in accordance with all Federal, State, and local regulations. Do not use the College's plumbing facilities for this purpose.

3.06 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing and repainting, as acceptable to Project Manager.
- C. Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for the protection of their work after completion of painting operations.

3.07 ATTIC STOCK

- A. Not required.

END OF SECTION

