

SUMMARY INFORMATION FORM
THIS FORM MUST BE SIGNED AND RETURNED
WITH BIDDER'S RESPONSE

IFB #: 110821 RE-BID	IFB Title: RE-BID RENOVATION OF PERFORMING ARTS CENTER FIRE CURTAIN SYSTEMS	IFB RE-BID Release Date: 2/1/22
Key Events		
Questions/Requests for clarification due	2/10/22	
Response to questions/requests for clarifications issued	2/14/22	
Pre-Bid Conference (if applicable)	2/8/22	
Site Visit (if applicable)	upon request	
Notice of Intent to Bid Due (if applicable)	n/a	
Bid Opening/ Bid Due Date and Time	2/22/22, 3:00 p.m.	
Presentation, Demonstration, Interview (if applicable)	n/a	
Anticipated Awardee Notification	2/28/22	
Anticipated Contract Start Date	3/1/22	
Anticipated Term Length of Contract	90 days from Notice to Proceed	
<i>SUNY reserves the right, in its sole discretion, to modify the above schedule. Bidders will be notified via email of any changes in a timely manner.</i>		
Contact Information		
Primary Contact: Sheli Taylor, Associate Director SUNY Purchase College Contracts & Procurement Services 735 Anderson Hill Road Purchase, NY 10577 sheli.taylor@purchase.edu (tel) 914-251-6089	Secondary Contact: Elizabeth Pleva, Director SUNY Purchase College Procurement & Accounts Payable 735 Anderson Hill Road Purchase, NY 10577 elizabeth.pleva@purchase.edu (tel) 914-251-6070	Technical Contact: Sean Connolly, Associate Director SUNY Purchase College Capital Facilities Planning 735 Anderson Hill Road Purchase, NY 10577 sean.connolly@purchase.edu (tel) 914-251-5916
Restricted Period		
In accordance with the requirements of New York State Finance Law Sections 139j and 139k ("Lobbying Law"), the restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through the State University of New York's designated contacts only, who are listed immediately above.		
Bidder Information		
Legal Business Name of Company Bidding:	Bidder's Federal Tax Identification Number:	
D/B/A – Doing Business As (if applicable):	NYS Vendor ID Number (See Exhibit B, Section 16):	
Street Address:	City/State:	Zip Code:
If applicable, place an "x" in the appropriate box: <i>(check all that apply)</i>		
<input type="checkbox"/> Small Business (if checked, provide # of employees ____) <input type="checkbox"/> Minority Owned Business (NYS Certified) <input type="checkbox"/> Certified)		<input type="checkbox"/> Disabled Veteran Owned Business <input type="checkbox"/> Women Owned Business (NYS)
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> We are unable to bid at this time because:		
Bidders Signature:	Title:	
Printed Name:	Date:	

THIS FORM MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE by signing this form, bidder acknowledges (a) that the IFB instructions are understood; (b) that the bidder is committed to servicing SUNY's needs in the required time period; and (c) that all information required by this IFB has been included in bidder's bid.

**State University of New York
Purchase College
REBID - Invitation for Bids IFB#110821
Renovation of PAC Fire Curtain Systems**

SUNY Purchase College is soliciting bids from qualified theater specialists for upgrading the existing fire safety curtains systems (including equipment assemblies, cabling, rigging, motors, components, testing, training, etc.), in Theatre A (Concert Hall), Theatre B (PepsiCo Theater), and Theatre C (Recital Hall) in the campus' Performing Arts Center. Associated electrical work to support these upgrades will be handled under a separate contractor, unless otherwise noted in documents.

PART I: PROCUREMENT SPECIFICATIONS

1. A recent test of the theaters fire safety curtain systems indicated flaws in the systems. SUNY Purchase hired a theater specialist to review the existing conditions and develop correctional documentation. This documentation shall be the basis of the solicitation.

2. Scope of Services:

The following work & requirements are to include, but not be limited to;

- **Verification of existing field conditions, sizes and dimensions of systems' components.**
- **Demolition and removal of components of existing fire safety curtain systems – as indicated on the drawings/specs.**
- **Reutilizations of components where indicated on the drawings/specs.**
- **Furnishing & installing new components as indicated on the drawings/specs.**
- **Upgrades to the curtain's manual controls systems to an operational, code compliant state.**
- **Two add alternates are part of this bid submission.**
- **All testing and training as indicated in the drawings/specs.**

3. Pre-Bid Walkthrough

There will **not** be a Pre-Bid/Walkthrough. Access to the spaces will be provided if requested by the vendor in writing. Vendor must contact Sean Connolly, Associate Director of Facilities and Capital Planning (email: sean.connolly@purchase.edu), no later than **2:00PM** the day before in order to receive the required COVID-19 clearance to come to campus. Visiting the theater spaces prior to bidding is not mandatory.

4. Question and Answer Period

A question and answer period is provided for this solicitation. The schedule is indicated on the Summary Information Page of this IFB. All questions must be submitted in writing to Sean Connolly, Associate Director, Capital Facilities Planning, via email at sean.connolly@purchase.edu no later than close of business, **February 10, 2022**. Questions received after the closing date for inquiries will not be answered. Only written answers are official. All questions and answers will be issued as addenda to this IFB, and responses will be emailed to all requesting vendors by **C.O.B. February 14, 2022**.

5. Completion Schedule

- **End of March 2022 – Recital Hall completed and operational**
- **April 2022 – PepsiCo Theater completed and operational**
- **1st Week of May 2022 – Main Concert Hall complete and operational**
- **August 2022 or later – upgrades to motorized traction winch drive system in all three theaters**

PART II: GENERAL INFORMATION AND INSTRUCTIONS

1. Method of Award

Award shall be made to the lowest responsible and responsive Bidder. A Bidder will be deemed “responsible” if SUNY Purchase College’s detailed Vendor Responsibility review yields a positive outcome. To be deemed “responsive” to this IFB, a Bidder must meet all specifications, mandatory requirements, and qualifications stated in the IFB.

2. Minimum Bidder Qualifications

- a. The successful Bidder must demonstrate that it has a minimum of 10 years of experience with similar projects dealing with theater systems and components.
- b. The successful Bidder must provide a list of a minimum of 5 projects similar in scope which it has successfully completed for other theatrical clients within the past 5 years.
- c. The successful Bidder must provide a list of a minimum of 5 references, including names and telephone numbers, whom SUNY Purchase may contact, and who can attest to the Bidder’s quality of work, qualification, expertise, and experience.
- d. Staff and workers qualified and trained to perform the work outlined in these documents.

3. Bid Submission Requirement

- a. Prepare a clearly readable paper document and attach all required information.
- b. Indicate any deviations from the specifications and, if necessary, attach separate documents and/or explanation.
- c. Bidders must submit all information requested by SUNY in written form. Bid must be complete, accurate, and in the form requested. All required forms and attachments as noted on the IFB checklist must be completed and included with Bid. Omissions, inaccuracies, or misstatements will be sufficient cause for rejection of a Bid.
- d. **Complete and sign the Bid Proposal on page 17** of this IFB. By signing, you certify (i) your express authority to sign on behalf of yourself, your company, or other entity; Acknowledgement form must be completed by a Notary Public on behalf of bidder’s authorized signatory (ii) your full knowledge and acceptance of this IFB, Exhibit A (State University of New York Standard Contract Clauses), Exhibit A-1 (State University of New York Affirmative Action Clauses), State Finance Law §139-j and §139-k (Procurement Lobbying Certification); and (iii) that all information provided is complete, true and accurate.
- e. **Submit two (2) signed** paper bids in a **sealed package** clearly labeled on the exterior with the IFB # and title. Proposals not labeled as instructed risk being opened prior to the bid opening date, which may result in the proposal being rejected. All bids and accompanying documentation shall become the property of SUNY New Paltz and shall not be returned. Sealed bids are to be addressed to:

Sheli Taylor
Associate Director, Contract & Procurement Services
SUNY Purchase College
735 Anderson Hill Drive
Purchase, NY 10577

- f. The submission of a bid constitutes a binding offer to perform said services. Such binding offer shall be firm and not revocable for a period of 120 days after the deadline for IFB submission and will continue thereafter until bidder notifies the College otherwise, in writing. Such deadline may be further extended by mutual agreement of both parties.

4. Bid Delivery

Bidders assume all risks for timely and properly submitted deliveries. Bids must be received in the Procurement Office at Purchase College by the due date and time indicated on the Summary Information Page. Bidders mailing their bids must allow sufficient time to ensure receipt by the time specified. **Late bids and electronically transmitted and/or emailed Bids will not be accepted.**

5. Vendor De-Briefing Meeting

The University shall provide a debriefing via phone to any unsuccessful Offeror who submits a written request for a debriefing to the University within 30 days of the Successful Offeror(s). During the debriefing, the University will provide to the unsuccessful Offeror the reasons why the unsuccessful Offeror was not selected for an award. Requests for a debriefing should be sent to the attention of Elizabeth Pleva, Director of Procurement & Accounts Payables, via e-mail (Elizabeth.pleva@purchase.edu) or via mail (SUNY Purchase College, Procurement Department, 735 Anderson Hill Road, Purchase, NY 10577).

6. Bid Protest Procedure

Bidders wishing to file a bid protest may do so in accordance with SUNY's procedures, available at http://www.suny.edu/sunypp/documents.cfm?doc_id=699.

PART III: GENERAL TERMS AND CONDITIONS

1. Notification of Errors, Inquiries, and Interpretation

Bidder is responsible to bring to SUNY's attention any deviations in the technical specifications and to make recommendations for any additional requirements deemed necessary as standard, or for work indicated in the specifications contained in this IFB. If SUNY in its discretion finds the deviations to be significant so as to require a change in the necessary specifications for the work, SUNY will notify all Bidders in writing of the change in specifications. No deviations from the specifications provided herein shall be made without written approval of SUNY.

2. No Claims or Rights

By submitting a Bid, Bidder agrees that it 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.

3. Conflict of Interest

Bidder may be requested to provide evidence that the award of a contract will not result in (i) a conflict of interest with regard to other work performed by Bidder; or (ii) a potential conflict of interest among Bidder's staff.

4. Acceptance of IFB Content

The terms and conditions included in this IFB as well as the applicable portions of Bidder's Bid shall become contractual obligations if a contract is awarded. **BIDDER'S FAILURE TO ACCEPT THIS SHALL RESULT IN REJECTION OF BIDDER'S BID.**

5. Services Outside Scope of the Contract Awarded

SUNY shall not be responsible for any services provided by the successful Bidder that are outside the scope of the contract awarded. SUNY shall not be responsible for any costs for any work performed that has not been properly authorized in writing by SUNY.

6. Exhibits

The following documents will be incorporated into, and made part of:

- a. Exhibit A, State University of New York Standard Contract Clauses

- b. Exhibit A-1, State University of New York Affirmative Action Clauses (for Contracts valued at greater than \$25,000)
- c. The Agreement
- d. Exhibit C - this IFB
- e. Exhibit D, the Successful Bidder's Bid.

In the event of any inconsistency in or conflict among the document elements described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the order set forth above.

7. Minority and Women-owned Business Enterprises (MWBE)

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

For purposes of this solicitation, SUNY hereby establishes an overall goal of **_30%** for MWBE participation, **_15_%** for Minority-Owned Business Enterprises ("MBE") participation and **_15_%** for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). For additional information please refer to the MWBE requirements outlined in MWBE Prospective Bidder's Notice attached ([Form 7557-121](#)).

Please note the response forms identified in Form 7557-121 (SUNY MWBE Forms 104 & 107 attached) must be submitted with all Bids. Forms are also available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611

For inquiries related specifically to Minority Women-Owned Business Enterprises (MWBE) provisions of this procurement solicitation, the designated contact is: Lula Curanovic, Procurement Specialist/MWBE Coordinator, SUNY Purchase College, Procurement & Accounts Payable Dept., 735 Anderson Hill Road, Purchase, NY 10577. (tel) 914.251.6071

8. Equal Employment Opportunity Requirements

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

Bidder further agrees, where applicable, to submit with the bid an EEO staffing plan (utilizing MWBE form 108 attached) to identify the anticipated work force to be utilized on the Contract. Forms are also available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611. If the Bidder is awarded a Contract, Bidder will, upon request, submit to SUNY, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or

termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

9. Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in SUNY contracts and strongly contribute to the economies of New York and the nation. In recognition of their economic activity and leadership in doing business in New York State, Bidders/Proposers/Contractors for this contract for commodities, services, or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the License. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

10. Office of Federal Contract Compliance Programs

This Contractor and Subcontractors shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime Contractor and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

11. Confidentiality/Freedom of Information Law

All Bids submitted for SUNY's consideration will become the property of SUNY. The resulting contract is subject to the New York State Freedom of Information Law (FOIL), contained in Article 6 of the New York State Public Officer's Law. Therefore, if a Bidder believes that any information in its Bid constitutes a trade secret, should be treated as confidential and should not be disclosed upon a request pursuant to FOIL, Bidder shall submit with its Bid a separate letter addressed to: Keisha Martin, Government Relations Liaison, Office of the President, Student Services Building, Purchase College, 735 Anderson Hill road, Purchase, NY 10577 specifically (i) identifying the page number(s), line(s) or other appropriate designation(s) containing such information; (ii) explaining in detail why such information is a trade secret or confidential; and (iii) formally request that such information be held as confidential. Bidder's failure to submit such a letter with its Bid will constitute a waiver by the Bidder of any rights it may have under Section 89(5) of the Public Officers' Law relating to protection of tradesecrets. The proprietary nature of the information designated confidential by the Bidder may be subject to disclosure if ordered by a court of competent jurisdiction. A request that an entire Bid be kept confidential is not advisable, because a Bid cannot reasonably consist exclusively of proprietary information.

12. Executive Order 162 (EO 162)

Governor Cuomo's Executive Order 162 requires state Contractors to disclose data on the gender, race, ethnicity, job title, and salary of employees performing work on state contracts issued on or after June 1, 2017.

Bidder agrees to submit Workforce Utilization Report (Form 7557-110) and to require the same information to be submitted by any of their subcontractors on the state contract, in such format as shall be required by SUNY on a monthly basis for all construction contracts and quarterly basis for all other contracts during the term of the contract. Empire State Development has provided specific details on this requirement at <https://esd.ny.gov/doing-business-ny/mwbe/mwbe-executive-order-162>.

13. Executive Order 177 (EO 177)

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity or expression, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to: (i) all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment; (ii) employers with fewer than four employees in all cases involving sexual harassment; and (iii) any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, prior to contract award, successful Bidder must submit a certification that it does not have institutional policies or practices that fail to address harassment and discrimination as described above. SUNY is electing to obtain the certification with the bid documents to avoid unnecessary delay in the contract award process. All bidders must sign and submit the NYS Human Rights Law EO 177 certification included with this IFB.

14. Service-Disabled Veteran-Owned Businesses (SDVOB)

SUNY is committed to the State's policy of encouraging the development of service-disabled veteran-owned businesses (SDVOB). The Service-Disabled Veteran-Owned Business Act (the "Act") became effective on May 12, 2014, and SUNY has implemented the State's comprehensive plan and operational guidelines to promote SDVOBs and to assist them in obtaining opportunities to participate in the procurement of goods and services by the State. SUNY will employ applicable measures and procedures provided by the Director of the Division of Service-Disabled Veterans' Business Development in the Office of General Services (the "Division"), to ensure that SDVOBs are afforded the opportunity for meaningful participation in the performance of SUNY's contracts and to assist in achieving the Act's statewide goal for participation on state contracts by SDVOBs. The awarded contract shall provide that any Contractor who willfully and intentionally fails to comply with the SDVOB participation requirements shall be liable to SUNY for damages, calculated based on costs for administration of SUNY's SDVOB program.

For additional information please refer to the SDVOB requirements outlined in SDVOB Prospective Bidder's Notice (Forms 7564-121A, 7564-121B and 7564-121C). All Forms are available at: http://www.suny.edu/sunyp/ documents.cfm?doc_id=816.

For purposes of this solicitation, SUNY hereby establishes an overall goal of 6% for SDVOB participation.

15. State Finance Law § 139-l Certification

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

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

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

The required certifications for N.Y. State Finance Law § 139-l are attached to this IFB. Please complete it. If

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

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

All Bidders must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State.

Bidders and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth the New York State Public Officers Law §§ 73 and 74, and the underlying principle of law is to prevent conflicts of interest and encourage ethical behavior. The law may be found on the website of the New York State Joint Commission on Public Ethics at: <https://jcope.ny.gov/ethics-info-center>. Failure to comply with these provisions may result in non-award of an agreement.

17. Determination of Vendor Responsibility

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the New York State 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 New York 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 bidder.” 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.

In accordance with these procurement laws, SUNY will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, bidders are required to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions on the Office of State Comptroller (OSC) website, available at: www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>. For 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. Bidders opting to file a paper questionnaire may use the attached questionnaire, or obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep, or may contact SUNY System Administration for a copy of the paper form.

In addition:

- a. *General Responsibility.* The Contractor shall at all times during the contract awarded term remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or his or her designee, 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.
- b. *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under the contract awarded, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance of the contract awarded.

- c. *Termination for Non-Responsibility.* Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the contract awarded may be terminated by the SUNY Chancellor or his or her designee at the Contractor's expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

18. Prevailing Wage Rates

All work performed on campus at SUNY Purchase will be subject to prevailing wage rates. In accordance with SUNY contract documents and NYS law, contractors and subcontractors are responsible for paying the prevailing wage rates as issued by the NY State Dept. of Labor's Bureau of Public Works. SUNY Purchase will not issue updated prevailing wage rate schedules to its contractors for projects and contracts. The NYS DOL now provides the updates on their Internet web site. Contractors shall be responsible for obtaining those updates themselves, at <http://www.labor.state.ny.us/>.

Furthermore, effective Nov. 9, 1997, and in accordance with Assembly Bill 6394-B amending Article 8, Section 220, of the NYS Labor Law, every contractor and subcontractor shall submit to the department of jurisdiction (SUNY Purchase) within 30 days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury, the Dept. of Jurisdiction shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work under the contract.

19. Warranty/Guarantee (For new equipment)

The successful bidder shall guarantee that the equipment offered is standard new equipment latest model of regular stock product and in current production with all parts regularly used with the type of equipment; also, that no attachment or part has been substituted, or applied contrary, to manufacturer's recommendations and standard practice.

Every unit delivered must be guaranteed for a minimum period of one (1) year. The successful bidder shall bear all materials and labor costs for repair of equipment defects and failures occurring within the guarantee period. Service/maintenance during the period shall be no less than service requirements under a maintenance agreement. Warranty period shall commence upon SUNY Purchase's acceptance of the fully installed, fully operational equipment, only after successful start-up and demonstration of fully operational equipment.

20. Installation

Observe manufacturers' guidelines for proper and safe installation of all equipment listed in this proposal. Properly and permanently label all cables at both ends. Cabling not run in conduit or raceway shall be neatly bundled and or suspended with approved devices (as applicable). All wiring is to be executed in strict adherence with standard industry practices. All switchers and user controls shall be clearly labeled on all equipment and on any as-built drawings.

Contractor shall be required to affix a label or decal to this equipment at the time of installation, showing warranty period by dates, and the name, address, and telephone number of the dealer responsible for service of the equipment.

Should a mutually agreeable location for the equipment, meeting the manufacturer's established installation criteria not be available, the contractor shall not deliver the equipment and shall provide SUNY Purchase College with alternatives.

Any additional equipment needed to make these systems operational that may not have been detailed in this document will also be furnished and installed by the contractor. System design and system performance responsibility rests with the contractor. The contractor shall be responsible for delivering a turnkey system to SUNY Purchase College. The contractor shall furnish all equipment and materials whether specifically

mentioned herein, or not, to ensure complete and operating systems.

The contractor shall be responsible for generating any required shop drawings and information for the complete installation of the equipment listed herein. The contractor shall provide for the on-site installation and provide on-going supervision and coordination during the implementation phase.

Testing and adjustments shall result in fully operational equipment. The contractor shall be responsible for testing and adjustments to provide an acceptable operating system with approval of SUNY Purchase College. If the final testing is not acceptable, the contractor will complete this procedure until SUNY Purchase College has been satisfied.

21. Installation Practices

Installation shall include the delivery to SUNY Purchase unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, inter-connecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly required herein which is necessary to result in complete operational systems.

All installation practices shall be in accordance with, but not limited to, these specifications. Installation shall be performed in accordance with the applicable standards, requirements, and recommendations of national, state, and local authorities having jurisdiction. If an installation practice is desired, or required, which is contrary to these specifications or drawings, a written request for modification shall be made to SUNY Purchase College. Modifications shall not commence without prior written approval from SUNY Purchase College.

During installation, and up to the date of final acceptance, the contractor shall be under obligation to protect the finished and unfinished work against damage and loss. In the event of such damage or loss, contractor shall replace or repair such work at no cost to SUNY Purchase College.

Other general installation practices shall be as follows:

1. Work site **MUST** be kept clean on a daily basis.
2. All debris/garbage must be removed and disposed of off campus grounds on a daily basis.
3. Do **NOT** block any exits or stairwells with equipment, nor debris.

22. Quality of Materials and Equipment

All materials and equipment supplied by the contractor shall be new and meet or exceed the latest published specifications of the manufacturer in all respects. The contractor shall supply the latest model available at the time of bidding for each piece of equipment. The latest model must be compatible with the system design.

All material and equipment shall be installed in accordance with all applicable standards and codes of the governing local municipality, all other applicable local codes, and all safety codes and ordinances.

23. Product References

"Or Equal" shall apply to all bid items specified herein. The words "or equal" are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific products are intended as descriptive, not restrictive, unless otherwise stated. As offered, comparable items will be considered if proof of equality is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. SUNY Purchase College's decision as to acceptance of comparable items as equal shall be final.

24. Procurement Lobbying Act – State Finance Law §§ 139-j and 139-k

Prior to approval of the contract for which this IFB has been issued by SUNY Purchase College, or if applicable, the Office of the State Comptroller, a Bidder shall not communicate with SUNY Purchase College other than with the persons identified in this IFB or on the IFB Summary Information Form Designated Contacts or with a person who the Designated Contacts has advised the Bidder in writing is also a Designated Contact.

The **Designated Contacts for this IFB** are:

Primary Contact:

Sheli Taylor, Associate Director
Contract & Procurement Services
sheli.taylor@purchase.edu

Secondary Contact:

Elizabeth Pleva, Director
Procurement & Accounts Payable
elizabeth.pleva@purchase.edu

Technical Contact:

Sean Connolly, Associate Director
Capital Facilities Planning
sean.connolly@purchase.edu

Generally, the New York State Finance Law restricts communications between a Bidder or a person acting on behalf of a Bidder, 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.

SUNY has developed guidelines regarding contacts and procedures for the reporting and investigation of contacts. SUNY's procurement record must demonstrate compliance with these requirements. SUNY will make a record of all contacts, and such records of contact will become part of the procurement record for this IFB. A determination that a Bidder or a person acting on behalf of a Bidder has intentionally made 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 IFB. Additional sanctions may apply. A complete copy of SUNY's Procurement Lobbying Policy and Procedure and its accompanying forms is available for review at http://www.suny.edu/sunypp/documents.cfm?doc_id=430

Each Bidder shall submit with its Bid a written affirmation of its understanding of SUNY's procurement lobbying procedures and agreement to comply with such procedures. The requisite forms are attached to this IFB.

25. State Consultant Services Reporting

State Finance Law sections 8 and 163 requires that contractors annually report certain employment information to the contracting agency, the Department of Civil Service (DCS) and Office of the State Comptroller (SUNY). State contractors are 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. State Finance Law Section 163(4)(g) imposes certain reporting requirements on contractors doing business with New York State. In furtherance of these reporting requirements, if applicable, Contractor agrees to complete and submit an initial planned employment data report and an annual employment report.

26. Independent Contractor

The Successful Bidder (Contractor) and its agents or employees or any entity or person acting on behalf of the Contractor engaged in the performance of work shall at all times be deemed to be performing as independent contractors. The Contractor hereby covenants and agrees to act in accordance with that status. The Contractor and its agents or employees or any entity or person acting on behalf of the Contractor shall neither hold themselves out as, nor claim to be, officers or employees of SUNY and shall make no claim for, nor be entitled to, Workers' Compensation coverage, medical and unemployment benefits, social security, or retirement membership benefits from SUNY.

27. Subcontracting

In the event the Successful Bidder (Contractor) uses partners, subcontracts or subcontractors, the Contractor 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 bidder will be the prime contractor.

Within thirty (30) calendar days after Notice of Award, the Successful Bidder must submit a written statement to SUNY giving the name and address of all proposed subcontractors. The statement must contain a description of the portion of the work and materials which the proposed subcontractors are to perform and must furnish any other information to document that the proposed subcontractors have the necessary facilities, skill, integrity, past experience and financial resources to perform the work in accordance with the terms and provisions of the contract.

If SUNY finds that the proposed subcontractors are qualified, it will so notify the Contractor within ten (10) business days following receipt of Contractor's written statement described above. If SUNY determines that a subcontractor is not qualified, it will so notify the Contractor. The Contractor must, within ten (10) business days thereafter, submit a written statement as described above with respect to other proposed subcontractors, unless the Contractor decides to do such work itself and in SUNY's opinion is qualified to do such work.

SUNY's approval of a subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under the contract. The Contractor shall be solely responsible to SUNY for the acts, omissions or defaults of such subcontractors and of such subcontractors' officers, agents and employees, each of whom shall, for this purpose, be deemed to be the agent or employee of the Contractor to the extent of its subcontract. No provisions of the awarded contract shall create or be construed as creating any contractual relation between SUNY and any subcontractor or sub-subcontractor or with any person, firm or corporation employed by, contracted with or whose services are utilized by the Contractor.

The Contractor shall be fully responsible for the administration, integration, coordination, direction and supervision of all of its subcontractors and of all work. Contractor shall check requirements of the work and coordinate and adjust as required so that conflicts in time, work space, equipment and supplies do not occur in the work being performed by the Contractor with its own employees and the work being performed by its subcontractors.

No subcontractor shall be permitted to work until it has furnished satisfactory evidence to SUNY of the insurance required by law.

The Successful Bidder (Contractor) shall execute a written agreement with each of its subcontractors and shall require all subcontractors to execute with their sub-subcontractors a written agreement which shall bind each to the terms and provisions of the prime contract awarded, insofar as such terms and provisions are applicable to the work to be performed by such subcontractors. The Contractor shall require all subcontractors and sub-subcontractors to promptly, upon request, file with SUNY a copy of such agreements upon request, from which the price and terms of payment may be deleted.

28. Liability

The Successful Bidder (Contractor) understands and agrees that it is responsible for the performance of the Services in accordance with the terms and conditions of the awarded Contract. SUNY may look solely to the Contractor for remedy, redress, liability or indemnification for any failure to perform, whether caused by Contractor itself or by one or more of its officers, employees, subcontractors, agents, licensees, licensors or affiliates or any person or entity acting on behalf of Contractor in providing the Services. The Contractor shall be fully liable for the actions of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates or any person or entity acting on its behalf in providing the Services and shall fully indemnify and save harmless SUNY and the State of New York from suits, actions, damages and costs of every name and description presented, brought, or recovered against SUNY and the State of New York for, or on account of any liability which may be incurred by reason of the Contractor's performance of this Agreement.

The Contractor will be responsible for the work, direction and compensation of any person or entity it engages as an officer, expert, employee, consultant, agent, independent contractor, or subcontractor. Nothing in the contract awarded or the performance thereof by the Contractor will impose any liability or duty whatsoever on SUNY 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.

29. Insurance

The Successful Bidder (Contractor) must obtain and maintain insurance coverage at its own expense as provided in this paragraph and shall deliver Certificates of Insurance in a form satisfactory to SUNY before commencing any work under this contract. Certificates shall reference the contract number. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Certificates shall be emailed directly from the insurance broker to: Sheli Taylor, Associate Director of Contracts & Procurement Services, sheli.taylor@purchase.edu.

The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best company rating of "A-" or better. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to SUNY Purchase.

All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to SUNY for any claim arising from the successful Bidder's work under the awarded contract, or as a result of the successful Bidder's activities. Any other insurance maintained by SUNY shall be excess of and shall not contribute with the successful Bidder's insurance, regardless of any "other insurance" clause contained in any SUNY policy of insurance.

At least two weeks prior to the expiration of any policy required by the awarded contract, evidence of renewal or replacement of policies of insurance with terms no less favorable to SUNY than the expiring policies shall be delivered to SUNY in the manner required for service of Notice under the contract.

- a. Workers Compensation, Disability Benefits and Paid Family Leave coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits and Paid Family Leave Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
- b. General Liability Insurance with limits no less than TWO MILLION (\$2,000,000) per claim and TWO MILLION (\$2,000,000) in the aggregate. Such policy shall name the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.
- c. Business Automobile Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New

York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least ONE MILLION (\$1,000,000) per claim and ONE MILLION (\$1,000,000) in aggregate and shall name the State University of New York as additional insured. The limits may be provided through a combination of umbrella/excess liability policies.

30. Price

Price shall be net F.O.B. Destination (including all freight and transportation charges for inside delivery, uncrating, setting in place, installation, connections, and successful start-up) to SUNY Purchase College, Purchase, New York 10577 unless otherwise specified. Price also includes installation and instruction of personnel, and literature including, but not limited to instruction manuals, maintenance manuals, operator's handbooks, etc.

If substantially the same or a smaller quantity of a commodity is sold by the contractor under the same or similar terms and conditions as that of any State contract for such commodity then held by the contractor, at a price lower than bid price, the price to SUNY Purchase College shall be immediately reduced to the lower price. Bidder guarantees that prices quoted are equal to or less than those offered to any governmental or commercial account for similar conditions.

Price shall include all operations defined in the detailed specifications of the IFB, Quote Sheet, and applicable sections of the New York State Standard Clauses (Exhibit A and Exhibit A-1). No additional charges will be allowed. **Prepayment/deposits will NOT be considered by SUNY Purchase College.**

31. Termination

The Contract awarded to the Successful Bidder (Contractor) may be terminated by SUNY for any of the following reasons:

- a. *Convenience of SUNY:* The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by SUNY for whatever reason.
- b. *Event of default:* The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in SUNY's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, SUNY will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, SUNY may terminate this contract immediately upon written notice.
- c. *Deficient Certifications:* If the awarded contract has a value greater than \$15,000, SUNY shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, SUNY shall have the right to terminate in the event the successful bidder's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.
- d. *Lack of Funds:* If for any reason the State of New York terminates or reduces its appropriations to SUNY, the awarded contract may be terminated or reduced at SUNY's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the SUNY for payment of such costs. In any event, no liability shall be incurred by the State (including SUNY) beyond monies available for the purposes of the awarded contract.
- e. SUNY may terminate the awarded contract, upon written notice, in the event of any of the following: (i) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days

from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

32. Diesel Emissions Reduction Act of 2006

The Successful Bidder (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 Contractor, its agents or subcontractors under the contract awarded, 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 Contractor. Annually, but no later than March 1st, Contractor shall complete and submit directly to SUNY, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms available 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 the contract awarded for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, Contractor and Subcontractor Certification forms, which state that the Contractor will comply with the provisions of ECL Section 19.0323.

33. Smoke Free SUNY

The State University of New York campus is smoke free. No smoking is permitted within the buildings or upon the grounds owned or leased by SUNY. The Successful Bidder (Contractor) must communicate this policy to its employees, subcontractors, and any other individuals assigned to enter upon SUNY grounds and premises in connection with the services to be performed in connection with the contract awarded.

34. Additional Terms and/or Conditions

- a. Award shall be made to a qualified and responsible vendor. SUNY Purchase College reserves the right to reject any or all proposals, or any part thereof, if deemed in the best interest of SUNY Purchase College and the State of New York.
- b. Any terms that are attached or referenced with a submission shall not be considered part of the bid or bid proposal but shall be deemed included for informational purposes only.
- c. The resulting agreement shall be binding upon its execution by SUNY Purchase College and the Contractor and as required by New York State law.
- d. The agreement may be revised upon mutual consent of the parties in writing.
- e. Proposed prices should reflect all discounts including educational discounts.
- f. SUNY 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 Proposals and materials submitted in conjunction with Bid Proposals shall become the property of SUNY Purchase College for use as deemed appropriate, respecting all copyrights.
- g. Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of SUNY Purchase College.
- h. The Successful Bidder(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 Bidder shall provide all necessary safeguards for safety and protection as set forth by the United States Department of Labor, Occupational Safety and Health Administration.
- i. Indemnification

1). Successful Bidder (Contractor)

The Successful Bidder (Contractor) shall fully indemnify, defend and save SUNY and its respective officers, agents and employees without limitation, from suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive; and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that SUNY shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by SUNY upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action is at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, SUNY may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as SUNY shall require. New York State reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

2). SUNY

Subject to the availability of lawful appropriations pursuant to Section 41 of the New York State Court of Claims Act, SUNY will hold the Contractor harmless from and indemnify it for any final judgment of a court of competent jurisdiction only to the extent attributable to the negligence of SUNY or of its officers or employees when acting within the course and scope of their employment and within the scope of the contract awarded

35. State University of New York Purchase College has the right to:

- a. Reject any or all portions of any of bid, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
- b. Make no contract award.
- c. Reject any and all proposals received in response to this IFB, make a contract award in whole or in part.
- d. Withdraw the IFB at any time, at SUNY's sole discretion.
- e. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the IFB.
- f. Use information obtained through site visits, bidder's proposal, management interviews and the state's investigation of a Bidder's qualifications, experience ability or financial standing, and any material or information submitted by the Bidder in response to SUNY's request for clarifying information, in the course of evaluation and/or selection under the IFB.
- g. 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.
- h. Request references and contact any or all references and perform other related due diligence.
- i. Waive requirements or amend this IFB upon notification to all Bidders. Mandatory requirements may be eliminated if unmet by all Bidders.
- j. Adjust or correct cost or cost figures with the concurrence of the Bidder if mathematical or typographical errors exist.

- k. Negotiate with Bidders responding to this IFB within the requirements necessary to serve the best interests of SUNY Purchase College.
- l. Begin contract negotiations with another Bidder in order to serve the best interests of SUNY Purchase College, should SUNY Purchase College be unsuccessful in negotiating a contract with the Successful Bidder within an acceptable time frame.
- m. Advise the Successful Bidder of an objectionable employee(s) and/or subcontractor(s), and if necessary, reject and bar such employee(s) and/or subcontractor(s) from the campus.
- n. Waive minor irregularities.
- o. Require clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and permit revisions from all Bidders determined to be susceptible to contract award prior to award
- p. SUNY 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, SUNY Purchase College will adjust the timetable accordingly.
- q. 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.

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SECTION 11 61 37
THEATRICAL FIRE SAFETY CURTAIN

PART 1 - GENERAL

1.1 SUMMARY

- A. Theatrical Fire Safety Curtains include equipment assemblies, systems and components required to provide a complete fire safety curtain system at the proscenium.
- B. Section Includes:
1. Work in the following spaces:
 - a. Theatre 1: Concert Hall
 - b. Theatre 2: Pepsico Theatre
 - c. Theatre 3: Recital Hall
 2. Scope:
 - a. Removal and turn-over to the client of fire safety curtain components in each theatre as noted in the drawings for removal.
 - b. Intended reutilization of the components as noted in the drawings. Should a component identified as to be reused, upon removal or further inspection be deemed incapable, specification of replacement components is included herein.
 - c. Furnish and install new components as noted in the drawings
 - d. It is understood that the current systems were code compliant at the time of installation and are not required to be fully compliant to the current code.
 - i. The existing Fire Safety Curtain systems have been evaluated by subject matter experts and the SUNY facilities group for conformance to all applicable codes and standards. It has been determined that the remediation of the systems as indicated in the Contract Documents shall be accepted by SUNY as compliant in the revised installation, geometry and performance when approved by acceptance testing.
 - e. Existing guides, smoke pockets, lattice tracks, arbors, weights, and curtains are to be reused as noted in the drawings.
 - f. BASE BID:
 - i. All three systems are to be fitted with dash pots to slow the curtain during descent.
 - g. ADD ALTERNATE #1:
 - i. If dash pots cannot be acquired and installed in the time allotted for the initial installation, compensation chain as specified herein is to be used in lieu to slow the curtain during descent.
 - h. ADD ALTERNATE #2:
 - i. The base bid or add alternate #1 system is to be replaced with a traction assist motorized drive and controls. This work, along with Div 26 electrical work would be done at a later date (summer 2022).
 - ii. All electrical work designated as by Division 26 shall be bid by the College's approved Electrical Designer/Engineer and Electrical Contractor.
 - iii. Contractor is to coordinate installation and sequencing with Electrical Designer and Electrical Contractor

- i. This Contractor is responsible for notifying the Owner and the Theatre Consultant if any component noted herein or in the drawings as to be reused is deficient and must be replaced.
 - j. This contractor is to warranty the completed system, new and existing components for the period as noted herein.
3. Systems:
- a. Un-framed Fire Safety Curtain – (34 feet or less by 18 feet or less rated structural opening)
 - b. Modified-frame Fire Safety Curtain – (42 feet or less by 22 feet or less) rated structural opening
4. Provision of materials, components, modifications, assemblies, equipment, and services as specified herein. These include, but are not limited to:
- a. Verification of site dimensions and conditions
 - b. Submittals as required by the Contract Documents
 - c. Submission of Shop Drawings performed, signed, and sealed by a Professional Engineer experienced in work of similar nature and scope, and licensed to practice by the appropriate governing authority in the state in which the Work is manufactured.
 - d. Engineering of equipment and systems as required by the Contract Documents
 - e. Manufacture of equipment and systems as required by the Contract Documents
 - f. Scheduling, sequencing, and coordination with other trades
 - g. Site supervision of equipment and systems installation specified herein and elsewhere in the Contract Documents
 - h. Testing and demonstration of equipment and systems as specified herein and elsewhere in the Contract Documents
 - i. Instruction to Owner's representatives
5. Additional support structures as required to meet the intent of the Contract Documents
6. Provide equipment and hardware in addition to the items specified previously that are necessary to provide a fully working system in conformance with the intent of the Contract Documents.
- C. Products Furnished but Not Installed Under This Section – Not used
- D. Products Installed but Not Furnished Under This Section
- 1. All components of each system that are indicated for re-use, refurbishment, or relocation.
- E. Related Sections:
- 1. SUNY Facilities Group: Project Manual or Instruction to Bidders
 - a. SUNY appointed Electrical Designer/Engineer
 - b. SUNY appointed Electrical Contractor
 - 2. Division 26: Electrical:
 - a. All items designated as by Division 26 are to be coordinated with the College appointed Electrical Designer/Engineer and installed by the College appointed Electrical Contractor
 - b. Electrical Designer/Engineer and Electrical Contractors are to be licensed in Westchester County, NY.
- F. Allowances – Not used
- G. Unit Prices – Not used

- H. Measurement Procedures – Not used
- I. Payment Procedures – Not used
- J. Alternates – Not used

1.2 REFERENCES

- A. American Institute of Steel Construction (AISC) Manual of Steel Construction
 - 1. Manual of Steel Construction
- B. American National Standards Institute (ANSI)
- C. American Welding Society (AWS) Code for Welding
- D. National Fire Protection Association (NFPA)
 - 1. National Electric Code (NEC)
- E. National Electrical Manufacturers Association (NEMA)
- F. National Fire Protection Association (NFPA)
 - 1. National Electric Code (NEC)
 - 2. NFPA-80 Standard for Fire Doors and Other Opening Protectives
- G. Nationally Recognized Testing Laboratories
 - 1. Intertek Testing Services - ETL Listed Mark
 - 2. Underwriters Laboratories (UL)
- H. American Society of Mechanical Engineers
 - 1. B30 - Safety Standard for Cableways, Cranes, Derricks, Hoists, Hooks, Jacks, and Slings
- I. OSHA
 - 1. Contractors are to adhere to all applicable OSHA requirements

1.3 DEFINITIONS – NOT USED

1.4 SYSTEM DESCRIPTION

- A. The following establishes minimum safety requirements for the system. Where federal, state, and local legislation address these topics, the more stringent requirements take precedence. Requirements noted below in no way relieve the Contractor from the sole responsibility of providing safe systems.
- B. Design Requirements:
 - 1. ANSI E1.22 - 2016 or latest revision - Entertainment Technology – Fire Safety Curtain Systems
 - a. Full compliance in addition to incorporating design requirements stated herein and in the Drawings.
 - 2. ANSI E1.6-1 – 2021 Entertainment Technology Powered Hoist Systems
 - 3. NFPA-80 – 2019 Chapter 20 – Fabric Fire Safety Curtains
 - a. In particular 20.7.1.1 and Annex: The fire safety curtain assembly shall be closed at all times except when there is an event, rehearsal, or similar activity.

- b. Conform to the standard that is current in the jurisdiction of the work.
 - c. Exceptions as noted above and in Existing Conditions herein.
4. Complete installed systems necessary for smooth, reliable, automatic and manual operation of the Fire Safety Curtain on a daily basis as required by NFPA-80.
 5. Verify all rough structural opening dimensions, and mounting requirements necessary to complete the Work.
 6. For systems employed, in whole or in part, in supporting overhead loads: provide assemblies, cable components, connections, equipment, hardware, and linkages that are rated and designed for that application.
 7. Provide systems designed to reflect industry standard safeguards and precautions related to daily use of the equipment under normal operating and loading conditions.
- C. Performance Requirements:
1. Provide electrical devices and components that are NEMA and UL or ETL approved for the applications. Wiring and electrical service shall be performed by a licensed electrician and conform to applicable codes.
 2. All materials shall be new, unused, and of the latest design.
 3. Minimum design factor for lifted loads: 8:1
 - a. Design factor shall include the effects of static loads, load increase factors such as dynamic impact loads, and load reduction factors for end terminations and bending ratios.
 - b. Dynamic load increase factors shall be included in the design of all components. The minimum impact factor may be assumed as 33 percent of the static load. Alternately, the Contractor may calculate the impact factor based on the selected hoist components, loads, and hoist speeds. The Contractor's calculations shall be submitted and approved by the Consultant. The calculations shall include the effect of an emergency stop while lowering the load at maximum speed. In no case may the impact factor be less than 15 percent of the static load.
 - c. Increase the load reduction factor for ropes where normal operating loads include cyclic dynamic loads to suit the system operational requirements for required service life.
 4. Minimum design factor for static loads: 5:1
 5. Cable bending ratio:
 - a. Manually operated systems: Cable diameter x 28
 - b. Motorized systems: Comply with wire rope manufacturer's minimum recommended bending ratio for the style and grade of wire rope.
 6. Maximum Fleet Angle: 1.5 degrees
 7. Gear motors: Minimum Class B insulation, totally enclosed fan ventilated (TEFC)
 8. Gear motor reducers: AGMA load classification of 1 and minimum mechanical service factor of 1.25
 9. Gear motor brakes: Minimum retarding torque equal to 200 percent of the motor full load torque
 10. Bearings: Two (2) times required load at full speed for 2000 hours
- D. Provide assemblies, cable components, connections, equipment, hardware, and linkages employed in supporting, in whole or in part, overhead loads that are rated and designed for that application. Base loading for each component on the maximum percentage of the working load limit of the system in which the component is employed.

- E. Provide mule blocks, rollers and guides as required to provide proper alignment and maintain allowable fleet angles.

1.5 SUBMITTALS

- A. All Submittals shall be in accordance with Division 1 Requirements, Project Manual, or Instruction to Bidders. All Submittals shall be submitted in a timely manner, allowing sufficient time for adequate review and possible resubmittal without jeopardizing the project schedule.
- B. Product Data:
 - 1. Submit catalog or standard data sheets for component parts as part of the shop drawing submittal. The data shall include all information that indicates compliance with the specifications herein.
 - 2. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Clearly indicate the manufacturer of each component part.
- C. Shop Drawings:
 - 1. Submit Shop Drawings, Product Data Sheets, and Samples within 10 working days of award of Contract. The consultant will provide Auto CAD electronic files for the contractor's use with a signed electronic release.
 - 2. Provide complete Submittals. No partial submittals shall be allowed without the Theatre Consultant's prior written consent.
 - 3. Drawings shall show all information necessary to explain fully the design features, appearance, function, fabrication, installation and use of system components in all phases of operation.
 - 4. Shop drawings for mockups, if required.
 - 5. Engineering studies, calculations, models, and reports shall be made part of the shop drawing submittal.
 - 6. Submit detailed elevation of mounted equipment and required clearances for coordination effort with other trades.
 - 7. Fabrication, installation, and erection shall not commence until shop drawings have been reviewed and marked by the Theatre Consultant.
 - 8. All sheets in the Submittal shall be of the same size.
 - 9. Submittal shall include a title sheet listing all sheets in the Submittal.
 - 10. Drawings shall be to an identifiable scale.
- D. Samples:
 - 1. Finish coating on existing, reused, refurbished, or relocated components: test onsite with proposed product
- E. Quality Assurance/Control – Not used
 - 1. Submittals
 - 2. Design Data
 - 3. Test Reports, Certificates
 - 4. Manufacturers' Instructions
 - 5. Manufacturers' Field Reports
 - 6. Qualification Statements
- F. Closeout Submittals:

1. Record Documents shall be submitted in accordance with Division 1 in a timely manner, allowing sufficient time for adequate review and possible resubmittal without jeopardizing the project schedule.
2. Assemble all Operations & Maintenance (O&M) documentation separate from general building sections so they can be turned over to the users after approval.
3. Provide draft copy of completed manuals for review to the Theatre Consultant before the start of commissioning.
4. Operations and Maintenance Manuals on three (3) portable USB flash drives clearly labeled with project name, completion date, Project Architect and Theatre Consultant shall include:
 - a. Contact information for the Contractor and pertinent manufacturers
 - b. Safety and Operational Instructions
 - c. Complete parts and subassembly list
 - d. Equipment design parameters such as safe working loads and duty cycles
 - e. Wiring diagrams and termination schedules
 - f. Periodic Maintenance Schedule
 - g. Maintenance procedures for finishes
 - h. Certificates of compliance with applicable codes
 - i. Records of final testing and log
 - j. Spare parts list and source information
 - k. Warranty documentation
 - l. Execution files of any programmable logic routines and e-prom programming as applicable in a format mutually agreed with the Owner or his designated representative.
 - m. Final Shop Drawings in their native electronic files (AutoCAD or similar)
 - n. Submittal files, including Shop Drawings, in a PDF format
5. Provide three (3) hard copies of Shop Drawings, including updates or revisions to the original submission, to accurately reflect the installed system.

1.6 QUALITY ASSURANCE

A. Qualifications

1. Contractor: A firm with a minimum of fifteen (15) years' experience in the type of work required by this Section.
2. Installers: Skilled technicians who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and best industry practices for the proper installation of the Work.
 - a. Engage installation supervisors who have satisfactorily passed ETCP Rigging qualification tests for theatre and are currently certified for these activities.
3. Welding Standards: Comply with applicable provisions of AWS D1.1 - 2015.
 - a. Engage welders who have satisfactorily passed AWS qualification tests for welding processes involved and are currently certified for these processes.
 - b. Provide a copy of welding certificates held by welders employed in the fabrication or installation of the work upon request.
 - c. Hot Work permits are required and must be filed with the College before any Hot Work can proceed

- d. Fire Detection system impairment will be needed for Hot Work, the College must be notified well in advance before any Hot Work can proceed.

B. Regulatory Requirements – Not used

C. Certifications – Not used

D. Field Samples – Not used

E. Mock-ups – Not used

F. Pre-installation Meetings

1. Include one onsite meeting prior to commencing the work to coordinate with SUNY Facilities Group.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Packing, Shipping, Handling, and Unloading – Not used

B. Acceptance at Site – Not used

C. Storage and Protection – Not used

D. Waste Management and Disposal

1. Work to be coordinate with SUNY Facilities Group as per the Project Manual or Instruction to Bidders.

1.8 PROJECT CONDITIONS

A. Project Environmental Requirements – Not used

B. Existing Conditions

1. The existing Fire Safety Curtain systems have been evaluated by subject matter experts and the SUNY facilities group for conformance to all applicable codes and standards. It has been determined that the remediation of the systems as indicated in the Contract Documents shall be accepted by SUNY as compliant in the revised installation, geometry and performance when approved by acceptance testing.

C. Field Measurements: Verify all critical dimensions by field measurement before fabrication and indicate measurements on Shop Drawings.

1.9 SEQUENCING

A. Coordinate Work in this section with other trades.

B. Coordinate with SUNY Facilities Group the construction of support and fixings for tracks, hoist assemblies, electrical devices, access panels, etc.

C. Coordinate with Division 26 provision of electrical infeed power to a disconnect for each hoist.

1.10 SCHEDULING – NOT USED

1.11 WARRANTY

A. Special Warranty

1. Warrant systems and equipment to be free of defective components, faulty workmanship and improper adjustment for a period of two (2) years from the date of Owner's acceptance. Paint and exterior finishes are excluded relative to failure due to unusual exposure. Replace items showing evidence of defective materials or workmanship (including installation workmanship) within thirty (30) days after notification. Make replacements without cost to the Owner. Rectify conditions that might present a hazard to human life, well-being and or property within forty-eight (48) hours of notification.
2. Designate warranties on manufactured equipment to the Owner to commence on the date of system acceptance.

1.12 COMMISSIONING – NOT USED

1.13 MAINTENANCE

A. Extra Materials:

1. Provide the following units as spares to be included in the base bid and turned over to the Owner at the time of system commissioning and training:
 - a. Six (6) square feet of curtain fabric for patching and repair
2. Replace extra materials that are used during the warranty period so that the complete specified inventory is available throughout the warranty period.

B. Maintenance Service:

1. Provide maintenance service for a period of one (1) year after final acceptance of the installation. This service consists of at least two (2) half-yearly visits to the site for checking and adjusting of equipment. Perform the first visit six (6) months after the system has been accepted. Arrange visit to be at a time mutually agreeable to the Owner.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Provide the rigging systems from components (except where otherwise stated) that are the products of one of the following manufacturers:
1. I. Weiss, Fairview, NJ – 888-325-7192
 2. Wenger/J.R. Clancy, Inc., Syracuse, NY – 315-451-3440
 3. Texas Scenic Company, San Antonio, TX – 800-292-7490
 4. Thern Stage Equipment, Winona, MN – 507-315-3739
 5. Or approved equal.

2.2 EXISTING PRODUCTS – NOT USED

2.3 MATERIALS

- A. Materials shall conform to the following ASTM and ANSI standard specifications:
1. Structural steel shapes and plate shall be A36

2. Steel tube shall be A500
3. Malleable iron casting shall be A47
4. Gray iron casting shall be A48

B. Fasteners:

1. Bolts and fasteners shall be grade 5 or better.
2. Fasteners shall be rated for the anticipated loads.
3. Provide fasteners with approved markings indicating their rating.

C. Electrical and Control Components:

1. Comply with the requirements of the NFPA National Electric Code - current

2.4 MANUFACTURED UNITS

A. Fire Safety Curtain Fabric – only If replacement is deemed necessary at the time of the mandatory bidder walk-through:

1. Recognized curtain fabrics:
 - a. #44-WFCC aka CSC-G2WC, Thermotex Industries, Inc., Greenville, SC – 800-898-8787
 - b. 1210ZP with wire, Zetex Plus, Newtex Industries, Inc., Victor, NY – 800-836-1001
2. Unacceptable curtain fabrics:
 - a. Untested fabrics or fabrics incorporating asbestos
3. Color: Natural or black

B. Fire Safety Curtain - General Construction:

1. Provide a fabric as specified herein.
2. Design criteria for uniform lateral loading or air pressure differential: 2 pounds per square foot.
3. Safety curtain shall seal on the stage side of the proscenium opening.
4. Construct the curtain of panels running vertically for the full height of the curtain. Horizontal seams are not acceptable. Overlap seams not less than 1 inch and sew with a double stitching of ceramic thread of equal or greater strength than yarn of cloth.
5. Provide the curtain to overlap the fire rated structural opening not less than 18 inches on each side or the width of the existing pocket and 24 inches at the top.

C. Unframed Fire Safety Curtain - straight lift:

1. Reinforce the sides of the curtain with 6 inch reinforced full height hems.
2. Top and bottom batten - only if replacement is deemed necessary:
 - a. Use minimum 2 inch nominal Schedule 40 black iron pipe for the fire safety curtain batten. Join batten sections with tight fitting internal sleeves.

D. Modified Framed Fire Safety Curtain – straight lift:

1. Modified-frame curtains shall have fabric side hems inserted into continuous formed gauge steel plate fixed to steel wheel guide roller assemblies not more than 18 inches on center running the full height.
2. Top and bottom batten - only if replacement is deemed necessary:

- a. Use minimum 2 inch nominal Schedule 40 black iron pipe for the fire safety curtain batten. Join batten sections with tight fitting internal sleeves.

E. Dashpot:

1. Dash Pot:

- a. The hydraulic dash pot shall be sized and valved to fully decelerate a free falling fire safety curtain over the last 10 feet (305 mm) of curtain travel to no less than 5 seconds for the last 8 feet.
- b. The top sheave shall be a 12 inch (304.8 mm) diameter cast iron sheave with tapered roller bearings. It shall be connected to a piston rod with 5 feet (1.52 m) of travel.
- c. The cylinder shall be fabricated from seamless tubing. Provision shall be made for automatically releasing the oil and returning the unit to an "at rest condition".
- d. Provide a fluid reservoir, flow control valve, an oil fill cap, and a drain plug.
- e. Maximum dashpot load is 1250 lbs (567 KG).

2. Dash Pot Line: The 3/8 inch (9.53 mm) diameter dashpot line shall begin at a suitable tieoff point on the structure, travel around the dashpot sheave, through a hole in the arbor stop bracket, over a top sheave/s and end at a round weight arbor with safety chain. A swaged ball on the line shall engage the hole in the arbor and activate the dashpot to decelerate the fire curtain.

3. Chain compensation system:

- a. Provide complete double pitch roller chain (1.4plf) type compensation system with continuous wall bracket mounting assembly, arbor bottom load eye and clevis links as indicated in the Drawings.
- b. Adjust the weight on the existing lattice track arbor to achieve roughly 5-10% curtain heavy condition. Apply compensation chain to maintain an average closing speed of not less than 6" per second nor more than 24" per second.
- c. System shall minimize out-of-balance conditions created by the shifting weight of lifting cables at all points in the travel. All system components should be considered when designing compensation system.
- d. Provide documentation of chain compensation system design showing estimated weights of all parts to the system. Illustrate in-trim, out-trim, and a mid travel position.
- e. System shall not interfere with other components or devices.

4. Hand lines:

- a. Hand lines shall be white 3/4 inch 3-strand filament and staple/spun polyester wrapped around fibrillated polyolefin.
- b. Acceptable:
 - i. 3 STML-689, New England Ropes, Inc. – 800-333-6679
 - ii. Multiline II, J.R. Clancy, Inc. – 800-836-1885
 - iii. MU-IINE, InterAmerica Stage, Inc. – 800-302-4274

F. Smoke Seals - only if replacement is deemed necessary:

1. Provide top smoke seal from the same material as the curtain in a double layer. Provide the seal continuously along the entire width of the curtain inserted into a continuous steel angle with bolted top plate. Incorporate anchoring locations required for top batten to guide system described herein.
2. Provide the bottom smoke seal as an 8 inch minimum diameter continuous yield pad packed with shredded fiberglass. Bottom smoke seal to be properly encased in the same material used for the curtain and secured to the bottom of the curtain.

- G. Smoke Pockets - only if replacement is deemed necessary:
1. Provide smoke pockets from appropriate steel sections for curtain loads sized to the minimum depth required to accommodate curtain and guides. Pocket depth from proscenium wall shall not exceed 6 inches.
 2. Provide Fire Safety Curtain guide track systems according to applicable local codes.
 3. Close the bottom of smoke pockets with an appropriately sized steel plate welded to the end of the channel to provide for the attachment of the guide system.
 4. Provide properly located smoke pockets installed 90 degrees vertical. Locate the on-stage edge of pockets a minimum of 6 inches offstage from the proscenium opening and with a minimum of 18 inches of curtain extending into each pocket. All edges of pockets shall be hand smooth.
 5. Secure smoke pockets to the wall by means of appropriate fasteners. Lag bolts and shields or plastic type anchoring devices are unacceptable.
 6. Smoke pocket face plates and plate splices hardware shall be countersunk or pan head bolts inside the pocket to achieve a smooth surface adjacent to moving curtain fabric yield pad bottom seal. Bolt-nuts and washers on the exterior of the pocket shall have no more than three threads exposed.
 7. Voids between smoke pocket and structural opening shall be fire caulked.
 8. Stagger splices with track splices to provide uniform stability.
 9. Locate a 10 foot long removable smoke pocket faceplate that starts above the finish floor for service. Faceplate set below finish floor is not acceptable.
 10. Finish smoke pocket assembly and label as specified herein.
- H. Modified Frame Side Edge and Guides-
1. Curtain fabric shall be supported by formed side edge gauge steel and fastening sufficient to sustain a minimum uniform pressure differential of 2 pounds per square foot or as required by code.
 2. Modified frame curtains shall have fabric side hems inserted into continuous formed gauge steel plate fixed to steel wheel guide roller assemblies not more than 18 inches on center running the full height.
 3. Guide rollers that contact the face and the interior of a compatible steel track profile mounted within the smoke pocket with low profile pan style bolt heads.
 4. Guide rollers shall have 2 inches of lateral adjustment to adjust tension across the face of the fabric.
 5. Provide top and bottom batten attachment clamps for the continuous gauge steel reinforcement assembly.
 6. Lubrication is not acceptable.
- I. Fire Safety Curtain Hoist with base frame - ADD ALTERNATE #2:
1. Provide the hoist to raise the proscenium fire safety curtain under manual control and lower the curtain by both manual control and automatic release. Achieve a 30 ft./min. rate of speed when raising and lowering curtain. Provide the hoist in an electro-hydraulic configuration so that the motive force is solely electrical, and the hydraulic damper systems are employed solely to govern the descent speed of the curtain. Provide the hoist on an integrated frame, completely enclosed with appropriate access panels for maintenance, enclosure should not interfere with the operation of the fire safety curtain or any other system.
 2. Provide fluid recovery drip pans at the gear motor and damper assemblies.

3. Provide a hydraulic motor damper for checking the free emergency descent of the curtain. Calibrate damper to achieve full closure cycle requiring not more than thirty (30) seconds and not to exceed 1.6 ft./sec.
 4. Damper shall be activated by the number of output shaft revolutions. Provide damper with calibrated signage to permit calculated adjustment of descent.
 5. Provide a proximity switch that will illuminate a ready light on the push button control station when the brake coupled to the motor damper is engaged.
 6. The curtain shall lower and seal to the floor without shock.
 7. Secure the hoist to withstand anticipated loads imposed by the system and as required by applicable codes and standards. Do not interfere or obstruct the operation or safety of any other systems.
 8. Provide the hoist and continuous channel back bone mounting structure to resolve the lateral and resultant forces developed by the system.
 9. Provide continuous steel base frame or backbone for the loft blocks to resolve the lateral and resultant forces developed by the system.
- J. Clutch Linkage - ADD ALTERNATE #2
1. Acceptable alternative to gearmotor electric brake release and back drive system.
 2. A spring-loaded plate friction clutch shall actuate the checked free fall descent of the fire safety curtain by release of a weighted clutch arm. Achieve the clutch release by the methods described herein. Re-engage the clutch by re-tensioning release lines. Provide a proximity switch that will illuminate a ready light on the push button control station when the clutch is engaged.
- K. Counterweights – only if replacement is deemed necessary:
1. Lattice arbor type: "U"-slotted or tab type. Provide weights from cut plate steel minimum two inch thick. Weight cut from plate material considered to be 'culling' stock with irregular thickness is not acceptable.
 2. Weights must fully engage and remain in the arbor under all conditions without banding or other means of securing.
 3. Finish cut weights shall have smooth edges, free from burrs, rust free with not additional coatings required.
 4. Paint the stack exposed edges of new weight red semi-gloss enamel.
- L. Sheaves:
1. Provide blocks with sheaves as described herein.
 2. Provide sheaves with cable grooves that conform to cable manufacturers' standards for groove shape and tolerance.
 3. Provide sheaves to operate on precision tapered roller bearings properly sized for the required load and speed. Bore the hub within the close tolerances established by manufacturers engineering data for proper press fit of the cups without need of further cup clamping devices.
 4. Machine grooves to be smooth and free of irregularities, tool marks and imperfections. Machine hubs to assure proper bearing alignment.
 5. Cast Sheaves: Not allowed.
 6. Steel Sheaves: Provide from machined solid steel blanks.
 7. Recognized:
 - a. ASTM A48 Class 30 gray iron

M. Blocks:

1. Provide blocks to be suitable for anticipated loading and required mounting.
2. Provide blocks with the appropriate sheave as specified herein.
3. Configure the block so the cable is supported according to wire rope manufacturer's recommendations.
4. Configure blocks to prevent the hoisting cables from leaving the sheave groove.
5. Provide block design to prevent the hoisting cables from leaving the housing in event of sheave, shaft or bearing failure.
6. Provide shafts for sheaves of precision-machined cold finished steel sized to accommodate the sheave bearing and load. Employ a key or wire keeper pin to prevent shafts from rotating. Thread the other end of the shaft and provide with locknut.
7. Provide full side plates (cheeks) in steel plate of a cross section required for the anticipated load, but in no instance less than 12 gauge (.1046 inches). Secure side plates to each other with spacer assemblies each consisting of appropriately sized bolts, nuts, washers, and round tube spacers. Arrange spacer assemblies in a configuration to permit anticipated movement of rigging while restraining cables from escaping sheave grooves. Provide spacers with appropriate tapers and finishes to prevent damage to cables.
8. Weld side plates to appropriately sized base angles resulting in a rigid parallel housing for the sheave.
9. Align each sheave within the block so that the center and sides of the groove rotate in the same axis perpendicular to the axle and parallel to the side plates. Distance between outer face of sheave and inner face of cheek plate shall be less than one cable diameter.
10. Provide loft blocks with base angles with not less than four appropriately sized rated bolts to back bone assembly.
11. Loft Blocks – upright
 - a. Provide loft blocks with 12 inch diameter sheaves.
 - b. Provide each block with solid nylon sag bar. Sag bars shall prevent cable from sagging, touching, and wearing against other elements.

N. Lift Cables:

1. Size fire safety curtain lift line cables according to code and standards. Cables shall be terminated with appropriate cable thimbles and quantities of forged cable clips at each end. Swagged fittings are not acceptable.
2. The curtain end of each cable shall be attached to a pipe clamp around the top batten or load rated eye fixed to the frame.

O. Fire Safety Curtain Arbor only if replacement is deemed necessary:

1. Guide arbors in a steel lattice guide track located as indicated on the Drawings.
2. Provide tie rods for counterweight arbor from appropriately sized rod with cut threads and double full nuts top and bottom as well as single full nuts on the inside. Provide top plates of steel plate of appropriate cross section to engage a bottom stop or coil spring shock absorbers to withstand anticipated loads, with four (4) machined bronze shoes to engage track. Provide the bottom plate from a rolled steel shape of appropriate cross section and length. Provide top plate with eyes for receiving wire rope drive line. Use forged steel shouldered eyes, plug welded with appropriately sized jaw and eye forged turnbuckle connection at each lift cable. Provide spreader plates as required and two lock collars with thumbscrews. Size arbor length as required to accommodate the necessary counterweights.

3. Provide bottom of travel shock absorption by means of coil springs. Bumpers should contact arbor bottom and not interfere with cables or operation of arbor.
 4. Paint red semi-gloss enamel.
- P. Fire Safety Curtain Lattice Guides only if replacement is deemed necessary:
1. Provide opposing tracks of appropriately sized steel tees or angles in a finished length to allow active arbor travel overtravel for hoist/damper operation.
 2. Provide bracing members of appropriately sized formed steel flats arranged to secure a rigid and aligned guide structure.
 3. Secure lattice track to the wall by means of appropriately configured fasteners. Lag bolts and shields or plastic type anchoring devices are not acceptable.
 4. Paint red semi-gloss enamel.
- Q. Direct Strike Limits -ADD ALTERNATE #2
1. Heavy duty lever operated type mounted to the lattice guide assembly to provide normal arbor ends of travel and overtravel functions.
 2. Position direct strike limits offstage and adjacent to galleries for service.
- R. Safety Chains:
1. Chains shall be minimum 3/8 inch Grade 30 plated proof coil chain. Chains shall be located between lift cables and outside of the smoke pockets. Attach chains to the top batten within a metal chain container using rated hardware as indicated on the Drawings. The opposite chain end must be appropriately attached to the system backbone or building structure.
- S. Safety Chain Containers:
1. All steel construction rigidly mounted to top batten with two (2) batten clamps.
 2. Containers shall have flared top and include the 'rated quick link' or 'rated rapid link' safety chain termination hardware within.
 3. Size and brace container for chain quantity and operational clearances
 4. Finish: Red
- T. Top Batten Guide Assembly:
1. Provide wire rope guide assemblies terminated at the grid and upper smoke seal angle as indicated in the Drawings to resist bowing out of top batten under pressure differential loads and to maintain upper smoke seal as required for code compliance.
- U. Signage:
1. Provide, adjacent to each wire rope manual fire release station on both sides of the proscenium, in plain view, a painted metal sign with 1 inch high white sans serif characters on a red background; bearing the inscription: "IN CASE OF FIRE PULL TO LOWER FIRE SAFETY CURTAIN".
- V. Fire Safety Curtain Control:
1. Fireline Release System- manual:
 - a. Provide a wire rope fire line reeved over pulleys on the sides and across the grid iron above the proscenium opening. Tension in the fire line shall restrain the fire safety curtain in its stored position. Release of tension on the line with a manual release which will cause the proscenium fire safety curtain to begin its descent cycle.

- b. Pull station enclosures at stage level shall be hinged for access to a lever action release mechanism. Resetting shall be easily accomplished from stage level without the use of ladders.
 - c. Provide signage per code and standards.
2. Electrical Fireline Release - Automatic:
- a. Provide an electro-mechanical fire line release system which is activated by normally open rate of rise heat detectors, smoke detectors, emergency switches, etc. as well as by manual release of tension in the fire line.
 - b. Design electro-mechanical fire line release system to utilize a non-consumable method for release mechanism, to facilitate routine testing by owner. Electro-mechanical systems requiring the replacement of components after activation are not acceptable.
 - c. Include a test switch in the release mechanism enclosure for testing system operation.
 - d. Upon activation, the mechanism releases tension in the fire line to begin its descent cycle.
 - e. Provide an integral battery and charger to assure fire curtain operation during power interruptions. Release shall continue to function in the event of a facility power loss for 30 minutes.
 - f. Fire Curtain system is a standalone system, not to be connected to the building fire safety system
3. Rate of Rise Detectors - Automatic: -ADD ALTERNATE #2
- a. Furnish to the designated contractor the required quantity of fast acting rate of rise detectors as indicated on the Drawings. Rate of temperature rise of 15-20 degrees Fahrenheit per minute shall cause the detectors to transmit a signal to the release system to begin its descent cycle.
 - b. Detectors shall continue to function in the event of a facility power loss.
 - c. A qualified Contractor is responsible for all design, wiring, termination and containment of detectors to comply with NFPA 17.
4. Push Button Control: -ADD ALTERNATE #2
- a. Incorporate stage level push button control station as indicated in the Drawings.
 - b. Provide with momentary operators aligned vertically as indicated in the Drawings.
 - c. A green ready light shall illuminate to indicate that the clutch or brake release arm is in the engaged position.

W. Finishes:

- 1. Finish all visible new components in this system with red semi-gloss enamel.

2.5 EQUIPMENT – NOT USED

2.6 COMPONENTS

- A. Clips, wire rope: Size forged "U"-bolt wire rope clips (Crosby Clips) appropriately for the cable construction, diameter and lay of the cable with which they are employed.
- B. Compression sleeves for static cables:
 - 1. All dynamic lift line and drive line terminations shall be cable clips sized appropriately for the cable construction and diameter of the cable with which they are employed
 - 2. Size compression sleeves appropriately for the cable construction and diameter of the cable with which they are employed.

- C. Eyebolts: Size eyebolts for the intended application. Employ dropped forged steel shoulder pattern eyebolts.
- D. Shackles: Size shackles appropriately for the intended application. Execute chain connections with chain shackles; other connections may employ anchor shackles.
 - 1. Size the screw pin to ensure that the threads are not included in the bearing surface of the bolt.
- E. Thimbles, wire rope: Size wire rope thimbles appropriately for the cable construction and diameter of the cable with which they are employed.
- F. Turnbuckles: Size turnbuckles appropriately for the cable construction and diameter of the cable with which they are employed. Provide jaw-jaw with safety bolt clevis pin.
- G. Factory Finishing:
 - 1. Hoist gearmotor and enclosures, blocks, and base frames: Red
 - 2. Lattice track and arbor: Red
 - 3. Manual release station: Red

2.7 ACCESSORIES – NOT USED

2.8 MIXES – NOT USED

2.9 FABRICATION – NOT USED

- A. Shop Assembly – Not used
- B. Fabrication Tolerances – Not used

2.10 FINISHES – NOT USED

- A. Shop Priming, Shop Finishing – Not used

2.11 SOURCE QUALITY CONTROL

- A. Tests, Inspection – Not used
- B. Verification of Performance – Not used
- C. Work on the systems may be reviewed at the point of manufacture a minimum of one time during fabrication. This review will occur during the final factory checkout prior to shipping unless the Manufacturer and Architect agree on a more advantageous inspection date.

PART 3 - EXECUTION

3.1 INSTALLERS

- A. In the provision of the work specified herein, a supervisor shall be onsite for all workdays to execute, coordinate, and participate in the work by qualified installers.

3.2 EXAMINATION

- A. Site Verification of Conditions:
 - 1. Examine work prepared by others to receive work of this Section. The sphere of inspection includes but is not limited to:

- a. Assurance mounting surfaces are ready to accept the Work.
 - b. Verification of flatness, plumb and level of mounting conditions.
 - c. Inspection of components of the Work to ensure no damage has occurred during shipping or storage.
2. Discrepancies:
- a. In the event of discrepancies, immediately notify the Theatre Consultant.
 - b. Do not proceed with the installation in areas of discrepancy until all such discrepancies have been fully resolved.
 - c. Commencement of Work shall indicate an acceptance of existing conditions.

3.3 PREPARATION

- A. Protection – Not used
- B. Verify field measurements at the site prior to installation and modify the system accordingly.
 1. Deliver equipment to the site only after the building has been closed in. Coordinate storage at the site and ensure the materials and components are undamaged.
 2. Protect the surrounding environment from damage by the Work.
- C. Surface Preparation:
 1. Clean surfaces as necessary prior to commencing the Work.

3.4 ERECTION, INSTALLATION AND APPLICATION

- A. Special Techniques – Not used
- B. Interface with Other Work – Not used
- C. Site Tolerances – Not used
- D. Block Connection:
 1. Align blocks as required by the Drawings and accompanying schedules. Conform the alignment to the requirements set forth herein.
 2. Secure blocks as per accepted mounting design. Where connection device contact is not uniform, employ steel shims. Perform mounting to ensure blocks are securely attached to the support structure and are immobile except by intentional user action.
 3. Weld motorized set components after final alignment.
- E. Motorized Rigging Installation: - ADD ALTERNATE #2
 1. Install all local controls including motor control/starter cabinets, limits, and positioning devices.
 2. Coordinate with Division 26 for wiring and the connection to fixed disconnects and other power sources.
 3. Coordinate with Division 26 for rate of rise detectors.
- F. Additional Installation
 1. Signage:
 - a. Install signage as described in the Contract Documents.

3.5 REPAIR/RESTORATION – NOT USED

3.6 RE-INSTALLATION – NOT USED

3.7 FIELD QUALITY CONTROL

A. Site Tests, Inspection:

1. During the installation of equipment, the Contractor shall arrange for safe access as necessary for inspection of equipment by the Theatre Consultant.
2. Any equipment that fails to meet with the specifications shall be repaired or replaced with suitable equipment prior to testing and final inspection.
3. At the time of these inspections all temporary bracing, scaffolding, etc. shall be removed to permit full operation of and access to all equipment.

B. Testing:

1. Provide fourteen (14) days' notice of all tests so that the Theatre Consultant may witness such tests.
2. Clearly record the date, time, details, and results of all the following tests and demonstrations and any subsequent re-tests. This will form the start of a system logbook to be handed over to the user after acceptance together with operation and maintenance manuals.
3. General:
 - a. Inspect the completely assembled system including all mechanisms, fittings, control panels, etc., and make good all deficiencies.
 - b. Demonstrate compliance with tolerances specified in the Contract Documents.
4. Site Acceptance Test:
 - a. Demonstrate ascent and descent cycles from all release points.
 - b. Verify speed, noise, and stability compliance with the Contract Documents.
 - c. Comprehensively verify the accuracy of positioning approached from both directions to each preset position.
5. Provide demonstration and testing as required to obtain certification that may be required by the Authority Having Jurisdiction.
6. Contractor is solely responsible for all costs in obtaining certification. Certification is a condition of final site acceptance.

C. Final Inspection:

1. Final review will be made by the SUNY Facilities Group and Theatre Consultant following written notice from the Contractor that the installation is complete.
2. At the time of inspection, furnish sufficient workers to operate all equipment and to perform such adjustments and tests as may be required by the Theatre Consultant. Any equipment that fails to meet with the specifications shall be repaired or replaced with suitable equipment and the inspection shall be rescheduled under the same conditions as previously specified.
3. At the time of these inspections, no other work shall be performed in the auditorium and stage areas. All temporary bracing, scaffolding, etc. shall be removed to permit full operation of and access to all equipment.

D. Manufacturers' Field Services – Not used

3.8 ADJUSTING – NOT USED

3.9 CLEANING

- A. As per SUNY Facilities Group, Project Manual, or Instruction to Bidders
- B. Provide clean-up, including removal of packing materials, construction debris, etc., resulting from the execution of the work.
- C. Clean and/or repair any damage to portions of the work during the execution of the Work.
- D. The Contractor shall be responsible for the protection of surfaces or equipment provided by this section. Coordinate to ensure that the work is not damaged during subsequent installations by other trades.

3.10 DEMONSTRATION

- A. Provide a total of two (2) hours of training to the Owner on use and maintenance of this equipment after the systems have been commissioned and accepted as satisfactory.
- B. Demonstrate system operation and instruct the Owner or representatives in the proper use, care, and maintenance of all items.

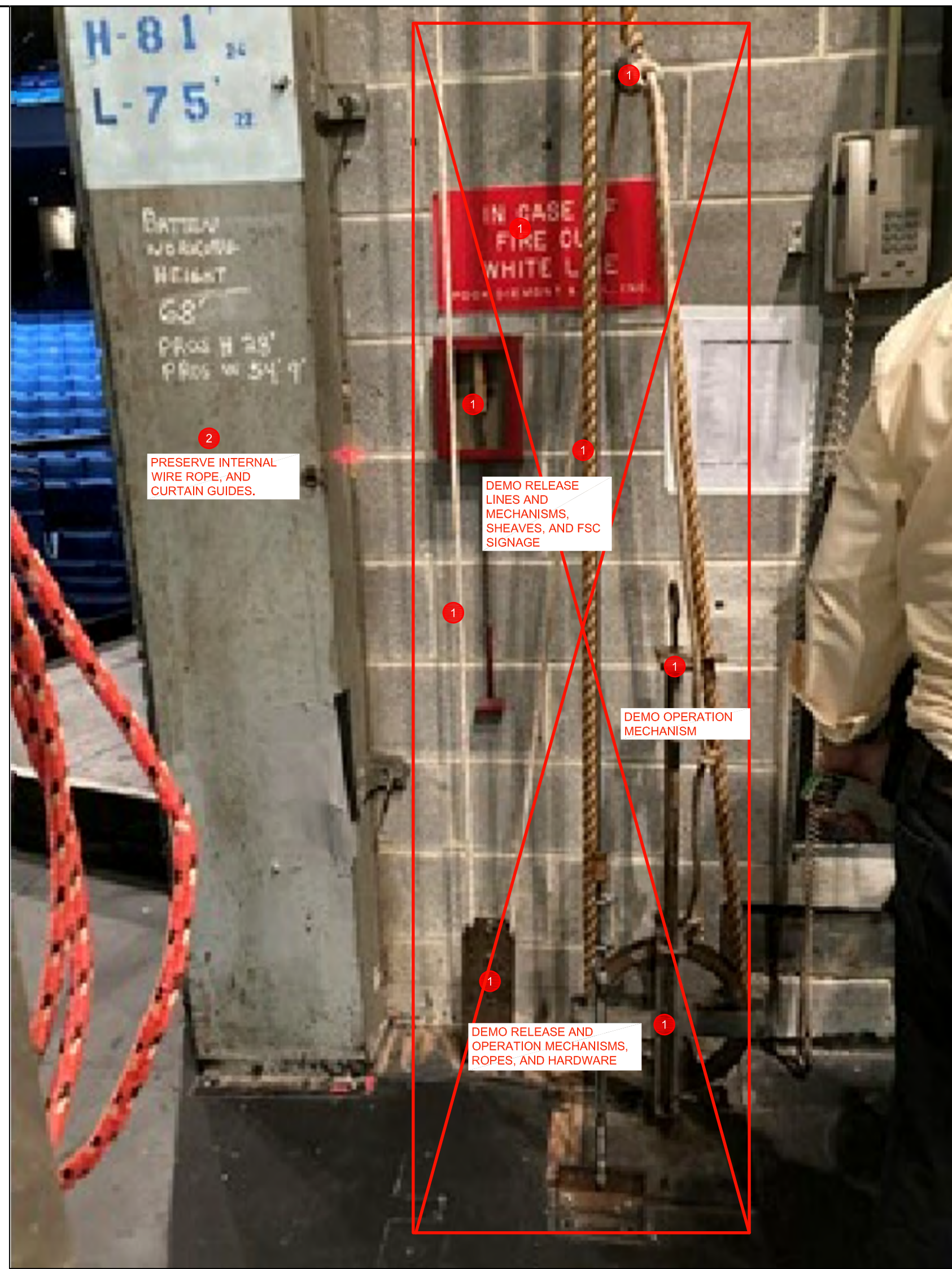
3.11 PROTECTION – NOT USED

3.12 SCHEDULES – NOT USED

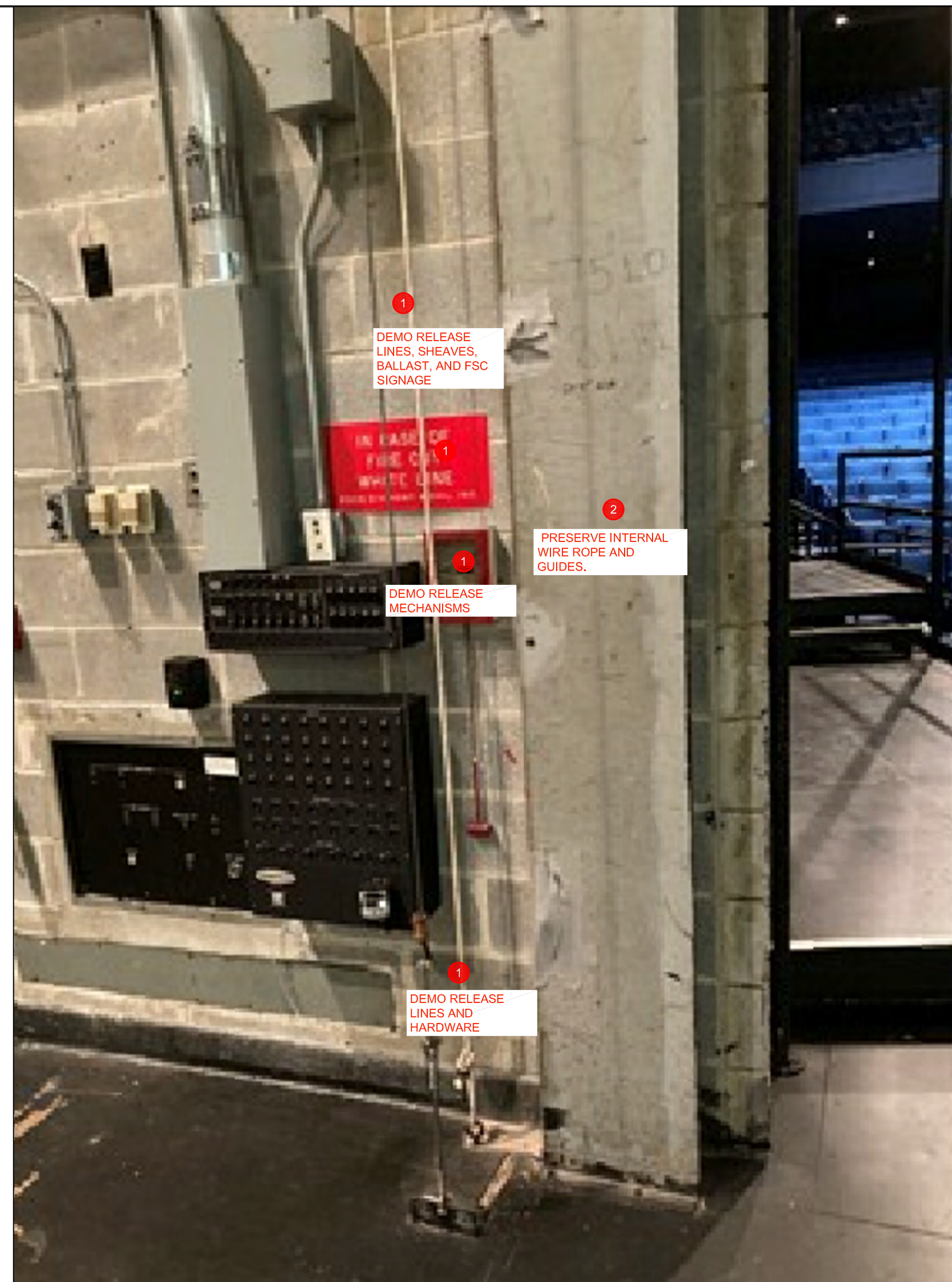
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W:\PROJECTS 2021\21335-SUNY PURCHASE FIRE CURTAINS\21335-98-WORKING FOLDER\41-SPECS\21335-11 61 37 - THEATRICAL FIRE SAFETY CURTAIN.DOCX



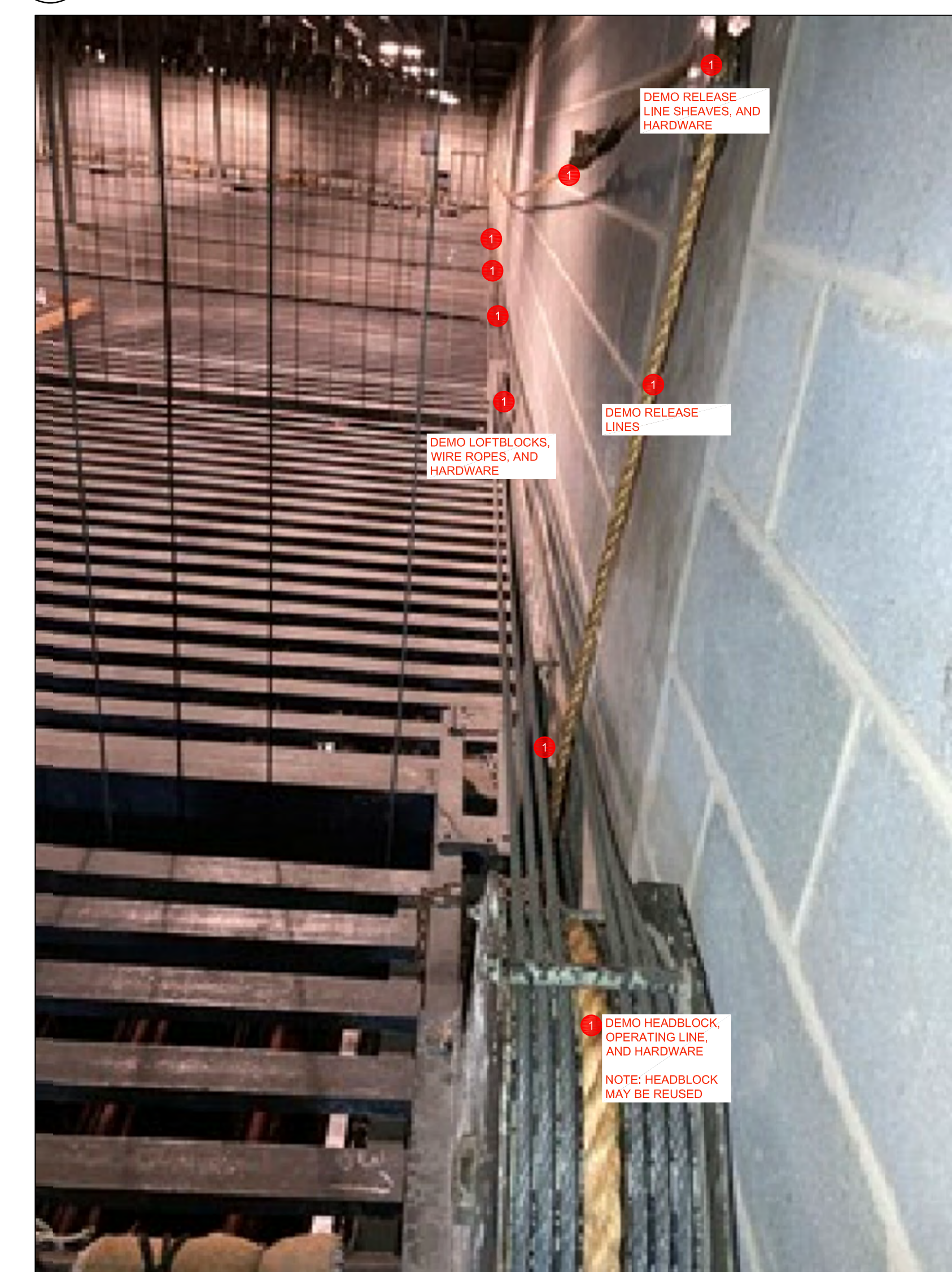
5 STAGE RIGHT BACK OF PROSCENIUM
NTS



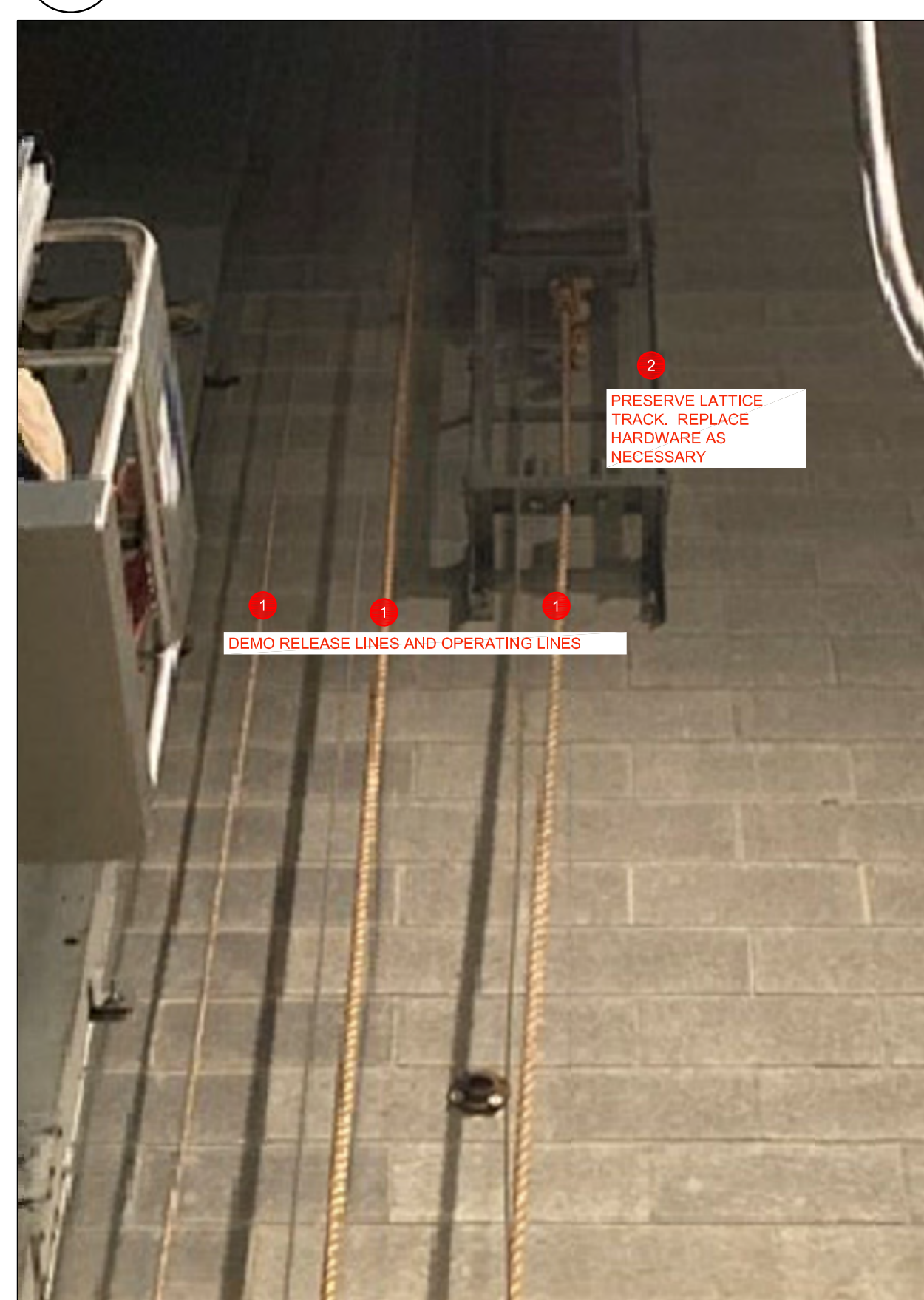
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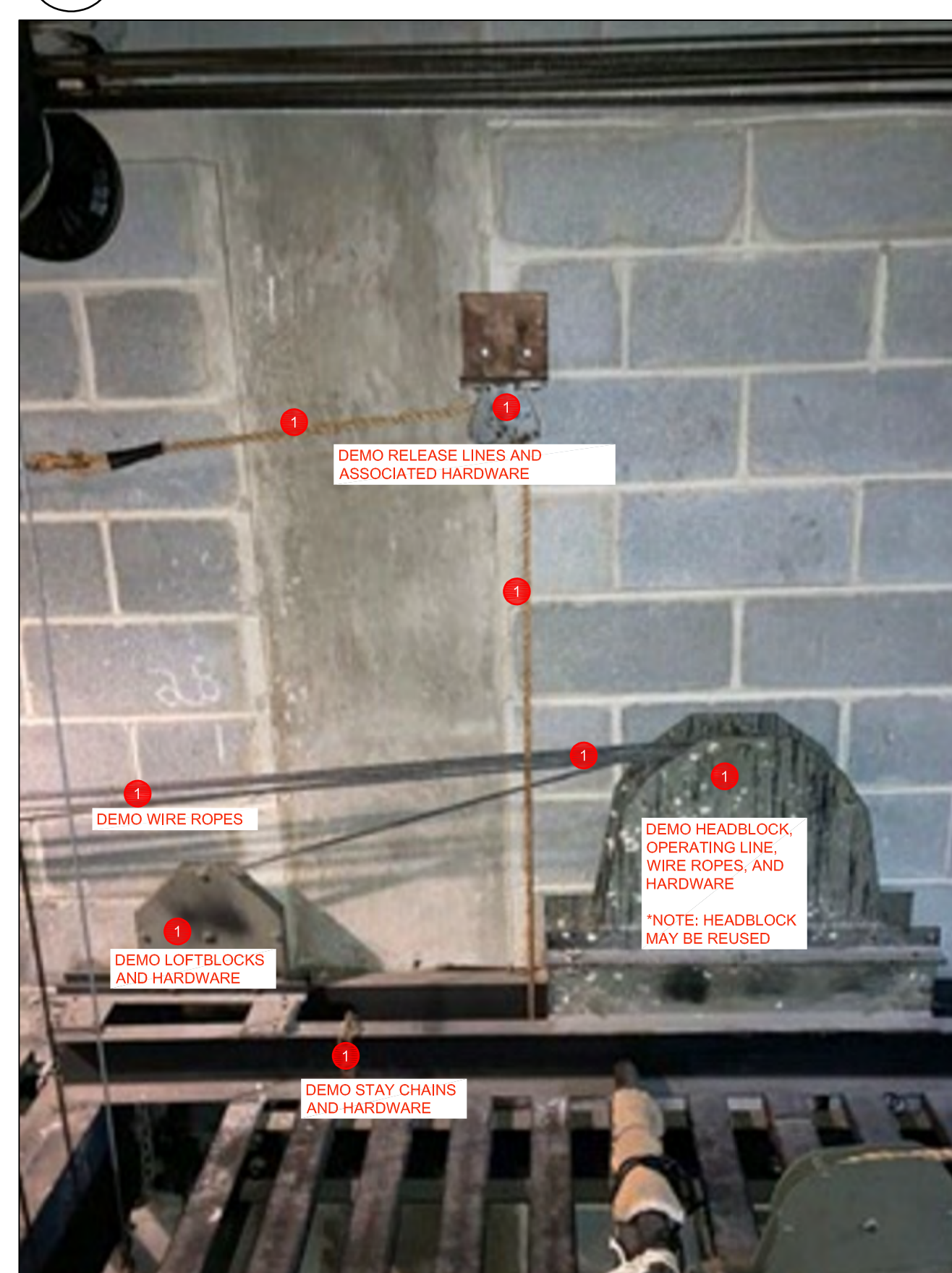
1 FIRE SAFETY CURTAIN
NTS



6 GRID LEVEL FSC RIGGING
NTS



4 GRID LEVEL FSC RIGGING
NTS



2 GRID LEVEL FSC RIGGING
NTS

KEY

1 DEMOLITION
 ALL ITEMS WITH MARKED WITH A RED #1 ARE TO BE REMOVED INCLUDING HEADBLOCK, LOFTBLOCKS, AIRCRAFT CABLE, STAY CHAINS, OPERATING LINE, RELEASE MECHANISMS, AND CURRENT FIRE SAFETY CURTAIN SIGNAGE

2 REFURBISHMENT
 ALL ITEMS WITH MARKED WITH A RED #2 ARE TO BE PRESERVED AND REFURBISHED AS NOTES FOR RELEASE AS PART OF THE NEW FIRE SAFETY CURTAIN SYSTEM.

ITEMS INCLUDED UNDER THIS DESIGNATION ARE THE SMOKE POCKETS, SMOKE SEAL, WIRE GUIDES AND GUIDE HARDWARE, FIRE SAFETY CURTAIN, TOP AND BOTTOM PIPES, LATTICE TRACK, COUNTERWEIGHT ARBORS, AND WEIGHTS.

THEATRE PROJECTS

47 Water Street
 South Norwalk
 Connecticut 06854
 United States
 +1 203 299 0830
 www.theatreprojects.com

PURCHASE COLLEGE
 STATE UNIVERSITY OF NEW YORK
 Conservatory of Theatre Arts
 735 Anderson Hill Road
 Purchase, NY 10577

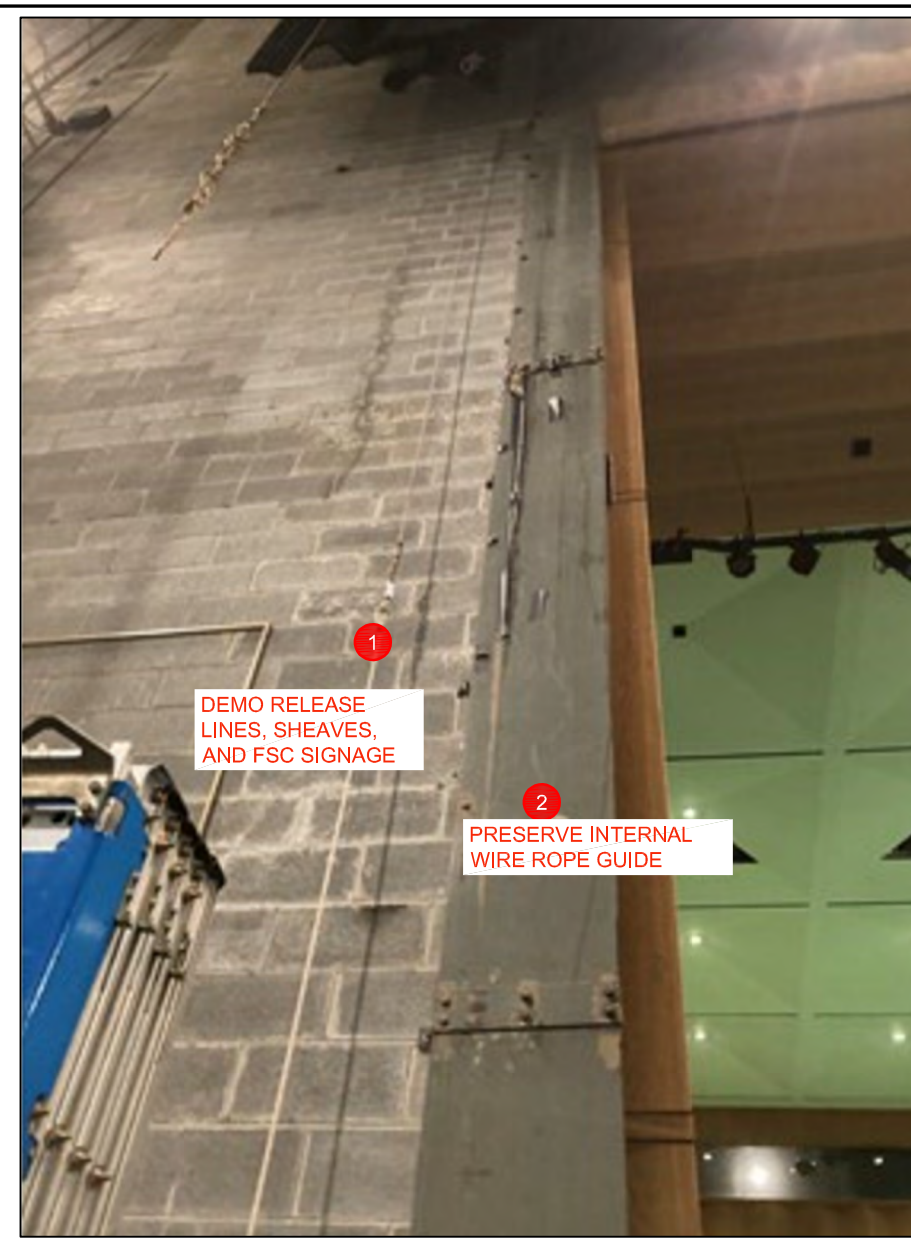
Rev	Date	Description
2	01/23/2022	100%CD REVISION A
1	11/05/2021	100%CD

Project:
 SUNY-PURCHASE
 FIRE SAFETY CURTAIN RENOVATION

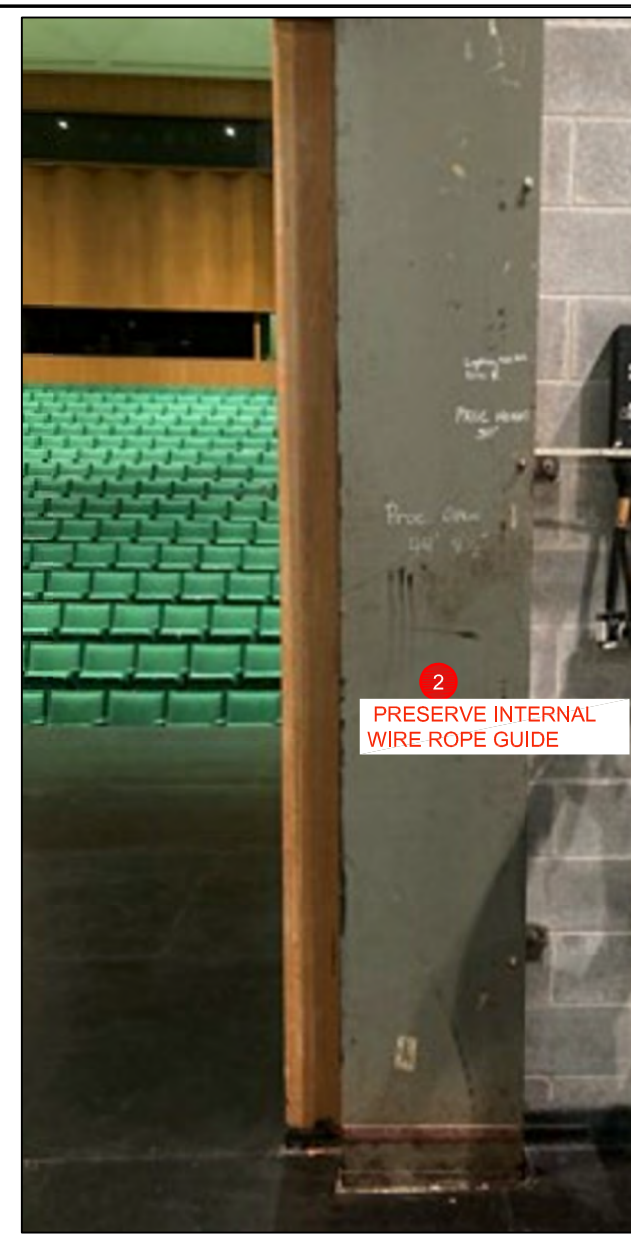
Title:
 THEATRE 2 - PEPSICO THEATRE
 DEMOLITION SCOPE AND DETAILS

Scale: AS NOTED
 Issue date: 11/05/2021

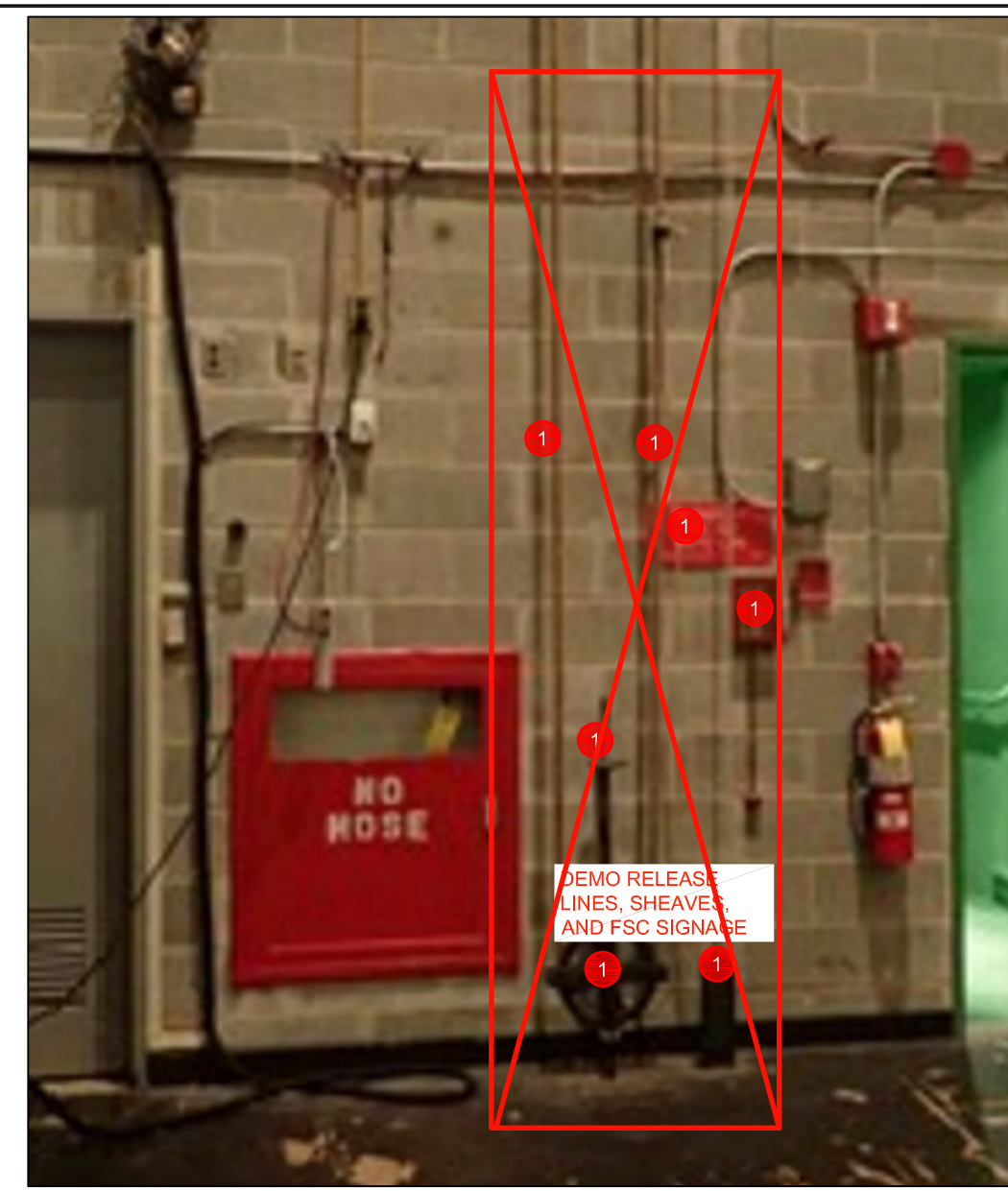
Project Number: 20335
 Drawing Number:
FS-002



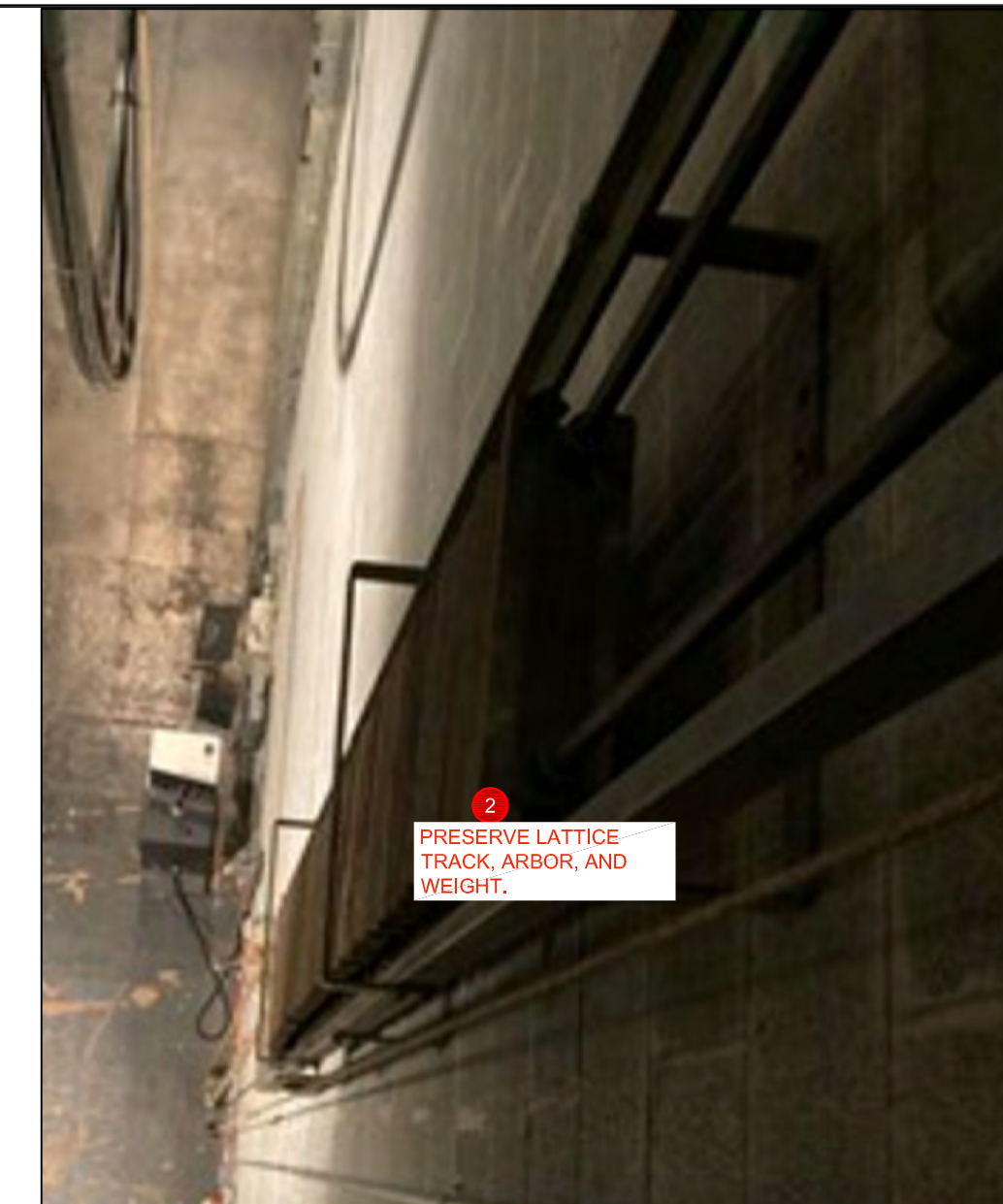
9 STAGE LEFT BACK OF PROSCENIUM
NTS



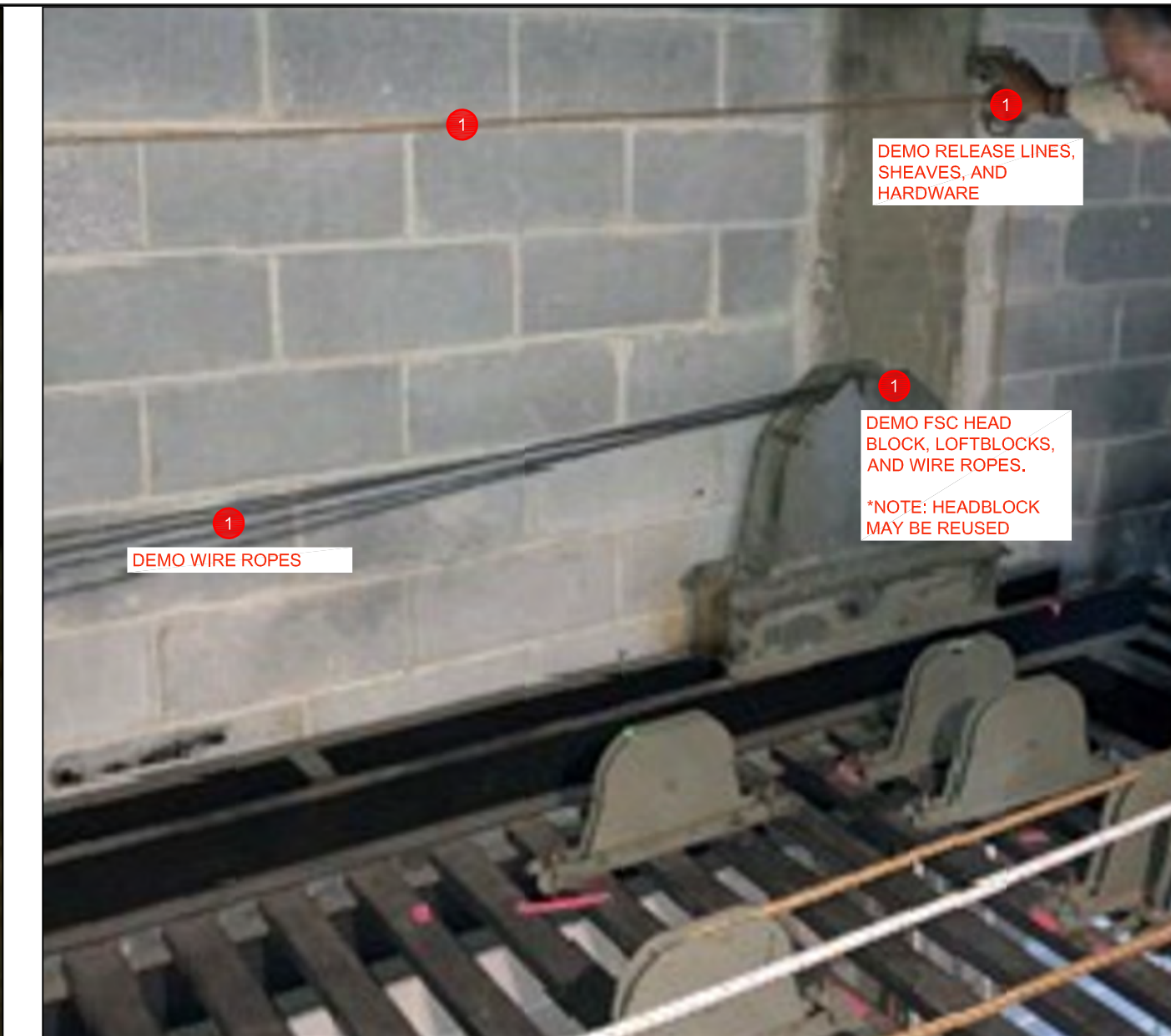
8 SR BACK OF PROSCENIUM
NTS



6 STAGE RIGHT WING
NTS



4 FSC LATTICE TRACK ARBOR SR
NTS



1 GRID LEVEL FSC RIGGING
NTS

KEY

1 DEMOLITION
ALL ITEMS WITH MARKED WITH A RED #1 ARE TO BE REMOVED INCLUDING HEADBLOCK, LOFTBLOCKS, AIRCRAFT CABLE, STAY CHAINS, OPERATING LINE, RELEASE MECHANISMS, AND CURRENT FIRE SAFETY CURTAIN SIGNAGE

2 PRESERVATION
ALL ITEMS WITH MARKED WITH A RED #2 ARE TO BE PRESERVED AND REFINISHED AS NOTED FOR REUSE AS PART OF THE NEW FIRE SAFETY CURTAIN SYSTEM

ITEMS INCLUDED UNDER THIS DESIGNATION ARE THE SMOKE POCKETS, SMOKE SEAL, WIRE GUIDES AND GUIDE HARDWARE, FIRE SAFETY CURTAIN, TOP AND BOTTOM PIPES, LATTICE TRACK, COUNTERWEIGHT ARBORS, AND WEIGHTS.

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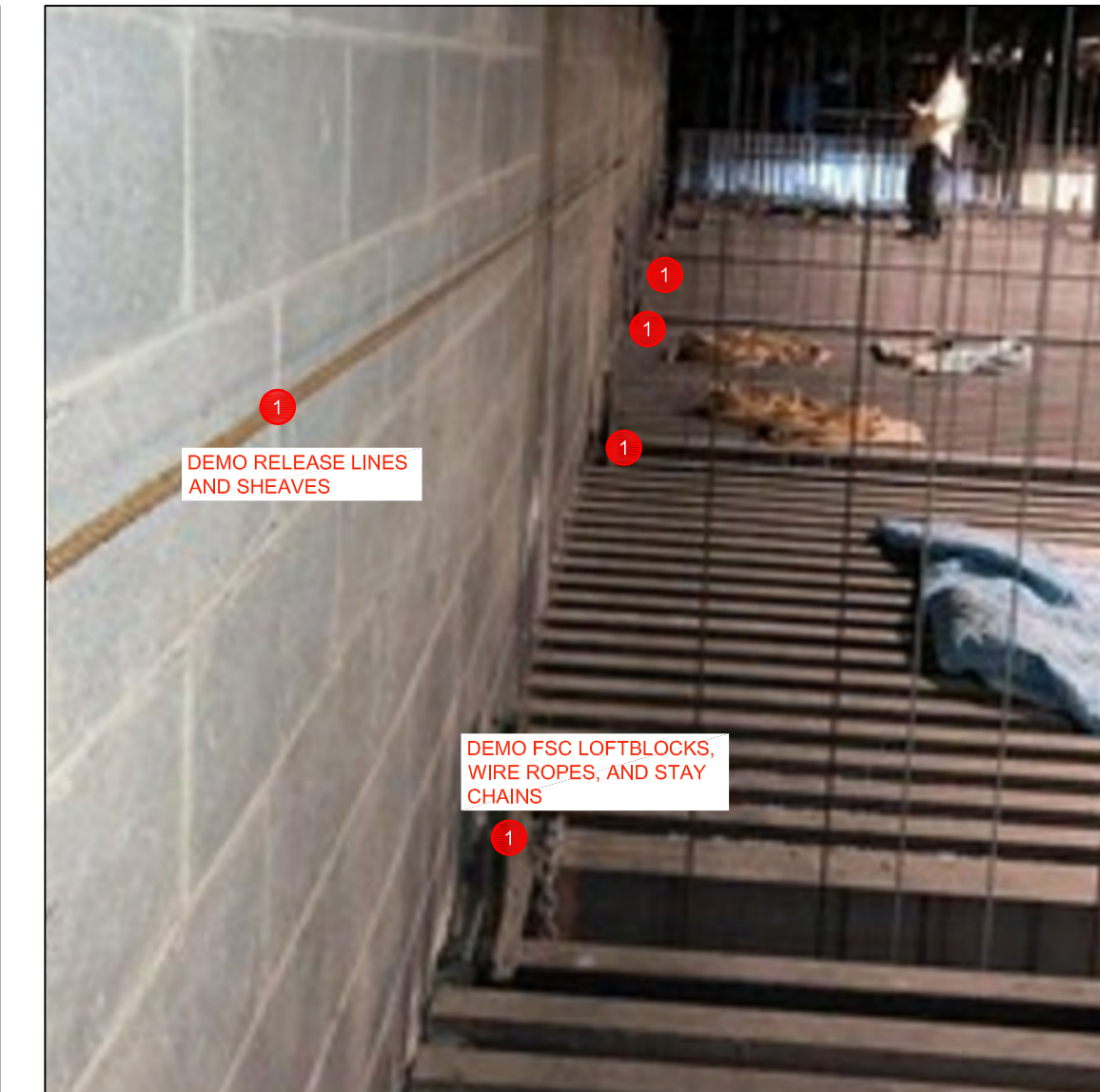
PURCHASE COLLEGE
STATE UNIVERSITY OF NEW YORK
Conservatory of Theatre Arts
735 Anderson Hill Road
Purchase, NY 10577



10 FIRE SAFETY CURTAIN
NTS



7 GRID LEVEL FSC RIGGING
NTS



5 GRID LEVEL FSC LOFT BLOCKS
NTS



3 GRID LEVEL FSC RIGGING
NTS



2 GRID LEVEL PROSCENIUM WALL
NTS

Rev	Date	Description
2	01/23/2022	100%CD REVISION A
1	11/05/2021	100%CD

Project:
SUNY-PURCHASE
FIRE SAFETY CURTAIN RENOVATION

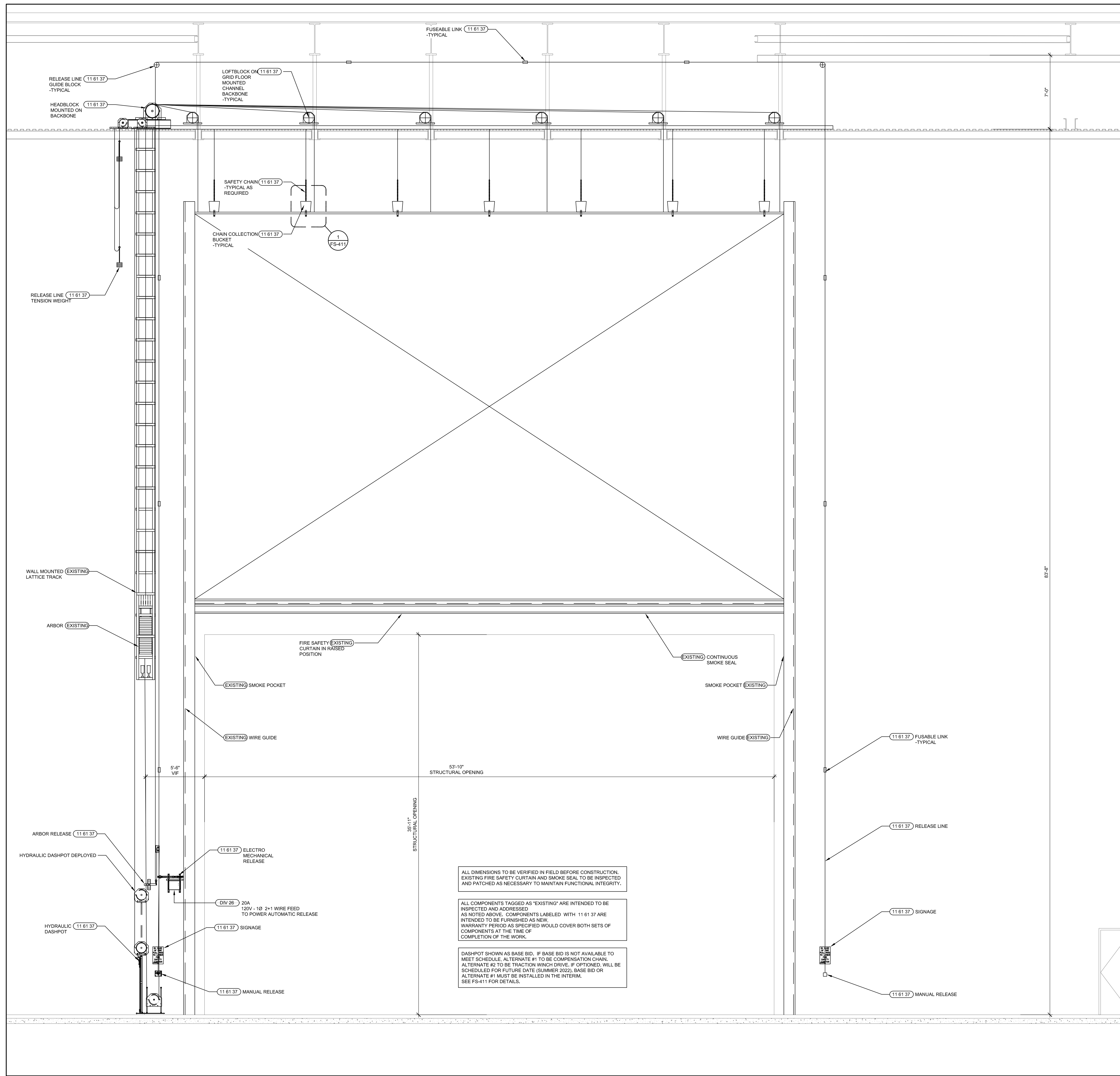
Title:
THEATRE 3: RECITAL HALL
DEMOLITION SCOPE AND DETAILS

Scale: AS NOTED
Issue date: 11/05/2021

Project Number: 20335
Drawing Number:
FS-003

2022.01.24. W:\PROJECTS\2021\135-SUNY PURCHASE FIRE CURTAIN\21-135-SUNY PURCHASE FSC\21-135-SUNY PURCHASE FSC\21-135-SUNY PURCHASE FSC\REVISED\CTM\PROGRESS.DWG

PURCHASE COLLEGE
 STATE UNIVERSITY OF NEW YORK
 Conservatory of Theatre Arts
 735 Anderson Hill Road
 Purchase, NY 10577



1 CONCERT HALL FIRE SAFETY CURTAIN ELEVATION
 1/4"=1'-0"

Rev	Date	Description
2	01/23/2022	100%CD REVISION A
1	11/05/2021	100%CD

Project:
 SUNY-PURCHASE
 THE PERFORMING ARTS CENTER AT
 PURCHASE COLLEGE
 FIRE SAFETY CURTAIN RENOVATION

Title:
 THEATRE 1 - CONCERT HALL
 FIRE SAFETY CURTAIN ELEVATION

Scale: AS NOTED
 Issue date: 11/05/2021

Project Number: 20335
 Drawing Number:
FS-111

2022.01.24. W:\PROJECTS\2021\135-SUNY-PURCHASE-FIRE-CURTAINS\135-SUNY-PURCHASE-FOLDER\95-CAD\135-SUNY-PURCHASE-FSCD\135-SUNY-PURCHASE

BID PROPOSAL

IFB Number: 110821 IFB Title: RE-BID Renovation of Performing Arts Center Fire Curtain Systems

Name of Bidder: _____

BID CALCULATION

All quotes are per specifications and requirements as contained in IFB #110821. Quotes must be comprehensive and include all costs to include (but not limited to) equipment, parts, labor, removal of old fire curtain rigging systems, delivery to the Purchase College campus, installation of the new systems, training, and annual maintenance.

1. THEATRE A – CONCERT HALL.....\$ _____

2. THEATRE B – PEPSICO THEATRE.....\$ _____

3. THEATRE C – RECITAL HALL.....\$ _____

4. ALTERNATE #1 (Compensation Chain Upgrades).....\$ _____

5. ALTERNATE #2 (Motorized Traction Winch Drive Upgrades).....\$ _____

6. ANNUAL SYSTEM MAINTENANCE CONTRACT.....\$ _____

TOTAL BID (in numbers).....\$ _____

TOTAL BID (in words) _____

Dated ____/____/____

Firm's Federal ID Number or Social Security Number as applicable _____

Legal name of person, partnership, joint venture or corporation:

By _____
(signature)

Title _____

Email address _____

**State University of New York
Notary Acknowledgement**

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK) COUNTY

OF _____) ss.:

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____

_____ for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK) COUNTY

OF _____) ss.:

On this ____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that he/she resides in _____; that he/she is the _____ (title) of _____ (firm), the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

THIS PAGE MUST BE SIGNED IN THE ORIGINAL AND MUST ACCOMPANY EACH COPY OF YOUR BID

Bid Submission Checklist

	Description
<input type="checkbox"/>	IFB (page 1) Summary Information Form
<input type="checkbox"/>	Notary Acknowledgement Form
<input type="checkbox"/>	Bid Submission Checklist
<input type="checkbox"/>	Bid Proposal Form
<input type="checkbox"/>	Bidder Qualifications: Narrative addressing ability and experience
<input type="checkbox"/>	Bidder Qualifications: List of five (5) similar projects and five (5) references
<input type="checkbox"/>	Procurement Lobbying Act Certification
<input type="checkbox"/>	Non-Collusive Bidding Certification
<input type="checkbox"/>	NY State Finance Law § 139-1 Certification
<input type="checkbox"/>	NYS Human Rights Law Executive Order 177 Certification
<input type="checkbox"/>	<p>Vendor Responsibility:</p> <p>File either the required Vendor Responsibility Questionnaire online via the New York State VendRep System or complete and submit a paper questionnaire.</p> <p>Select one:</p> <p><input type="checkbox"/> Online questionnaire completed</p> <p><input type="checkbox"/> Paper copy of questionnaire included</p>
<input type="checkbox"/>	MWBE Form 7557-104: Equal Opportunity Policy Statement
<input type="checkbox"/>	MWBE Form 7557-107: Utilization Form
<input type="checkbox"/>	MWBE Form 7557-108: EEO Staffing Plan

FORM A
Summary: Policy and Procedure of the State University of New York
Relating to State Finance Law §§139-j and 139-k

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, 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 www.suny.edu/sunyppl/.

FORM B
Affirmation with respect to State Finance Law §§139-j and 139-k

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

Procurement Description/ID No. IFB#110821 / RE-BID - RENOVATION OF PERFORMING ARTS CENTER
FIRE CURTAIN SYSTEMS

Offerer **AFFIRMS** that it has reviewed and understands the Policy and Procedure of the State University of New York, relating to State Finance Law §§139-j and 139-k, and agrees to comply with State University's procedure relating to Contacts with respect to this procurement.

Name of Offerer:
Address:
Person Submitting Form:
Name:
Title:

FORM C

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

Procurement Description/ID No. _____

1. Has a Governmental Entity, as defined in State Finance Law §139-j(1)(a), made a determination of non-responsibility with respect to the Offerer within the previous four years where such finding was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ___
Yes ___

If yes, provide the following details:
Governmental Entity which made the finding:
Date of finding:
Basis of finding:

2. Has a Governmental Entity terminated or withheld a procurement contract with the Offer because of violations of State Finance Law §139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility?

No ___
Yes ___

If yes, identify the following:
Governmental Entity which terminated the contract:
Date of contract termination or withholding:
Identify the related procurement contract:

Offerer **CERTIFIES** that all information provided by Offerer with respect to its compliance with State Finance Law §§139-j and 139-k is complete, true and accurate.

Name of Offerer:

Address:

Signature of Person Submitting Form: _____

Name:
Title:
Date:

Bidder's Certifications

NEW YORK STATE FINANCE LAW 139-L CERTIFICATION

By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such a policy shall, at a minimum, meet the requirements of section two hundred one-g of the Labor Law.

If the Bidder cannot make the foregoing certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

Bidder's Certifications

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, 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 their knowledge and belief:

1. The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where [1], [2], [3] above have not been complied with; provided however, that if in any case the Bidder(s) cannot make the foregoing certification, the Bidder shall so state and shall furnish below a signed statement which sets forth in detail the reasons therefor:

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation or partnership.

IF BIDDER IS A SOLE PROPRIETER OR PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
President: _____	_____
Secretary: _____	_____
Treasurer: _____	_____

Joint or combined bids by companies or firms must be certified separately on behalf of each participant.

Bidder's Certifications

Identifying Data:

Bidder	
Address	
Telephone	
Name of Responsible Corporate Officer	
Title of Responsible Corporate Officer	

Joint or combined bids by companies or firms must be certified separately on behalf of each participant.

Legal name of person, firm or corporation

By (signature): _____

Name: _____

Title: _____

Address: _____

Bidder's Certifications

NY HUMAN RIGHTS LAW EXECUTIVE ORDER 177 CERTIFICATION

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Bidder Name: _____

By (signature): _____

Name: _____

Title: _____

Date: _____, 20__

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name</u> *		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If ‘No,’ indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS</u> Number			

*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the <u>Legal Business Entity</u> 's <u>Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
--	--

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> (MBE), <u>Women-Owned Business Enterprise</u> (WBE), <u>New York State Small Business</u> (SB) or a federally certified <u>Disadvantaged Business Enterprise</u> (DBE)? If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> (SB) <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

Note: If selecting this option, “Reporting Entity” refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name

Title

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY	
<i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each “Yes” or “Other” explain:	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the reporting entity:

5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding? Yes No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? Yes No

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity? Yes No

For each “Yes,” explain:

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the reporting entity:

6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership? Yes No

For each “Yes,” explain:

VII. LEGAL PROCEEDINGS

Within the past five (5) years, has the reporting entity:

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation? Yes No

7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime? Yes No

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? Yes No

7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law? Yes No

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws? Yes No

7.5 Other than previously disclosed:
 a) Been subject to fines or penalties imposed by government entities which in the aggregate total \$25,000 or more; or
 b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity? Yes No

For each “Yes,” explain:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal, state or local tax laws</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If “Yes,” did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of “associated entity” for additional information to complete this section.)*

<p>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>?</p> <p>Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either:</p> <ul style="list-style-type: none"> - An <u>Organizational Unit</u>; or - The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). <p>If “No,” SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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<p>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:</p> <ul style="list-style-type: none"> a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If “Yes,” provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

<p>9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u>, New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including <u>UCC filings</u>) over \$50,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

<p>9.3 Within the past five (5) years, has any <u>Associated Entity</u>:</p>	
<p>a) Been <u>disqualified</u>, <u>suspended</u> or <u>debarred</u> from any <u>federal</u>, New York State, New York City or other New York local <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>c) Been <u>suspended</u>, <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u>, New York State, New York City or New York local <u>government contract</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>d) Been the subject of an <u>investigation</u>, whether open or closed, by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>e) Been the subject of an indictment, grant of immunity, <u>judgment</u>, or conviction (including entering into a plea bargain) for conduct constituting a crime?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If "Yes," indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone	Fax
	ext.	
Title	Email	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public



PROSPECTIVE BIDDERS NOTICE MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE REQUIREMENTS: COMMODITY AND SERVICE CONTRACTS

To Prospective Bidders:

Consistent with the State University of New York (SUNY) 's commitment and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Business Enterprises (MWBE). These requirements apply to all SUNY commodity and service contracts in excess of \$25,000.

Bidders must submit MWBE documentation with all of the bids or proposals for commodities and services contracts when MWBE goals apply. The MWBE forms identified below shall be submitted by all bidders.

- a. MWBE Utilization Plan ([7557-107](#))
- b. MWBE-EEO Staffing Plan ([7557-108](#))
- c. MWBE-EEO Policy ([7557-104](#)) or the vendor/contractor's own EEO Policy Statement

If the Bidder's MWBE participation rate shown on its MWBE Utilization Plan is below 30%, the campus MWBE Program Coordinator will provide a written notice of deficiency of the Utilization Plan within twenty (20) business days of its submission to the contractor, as required under 5 NYCRR §142.4.

The notice will include but not be limited to the following:

- a. A list of NYS certified MWBEs that the contractor could potentially use within the contract scope of work;
- b. The name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals; and
- c. Any other information which the MWBE Program Coordinator determines to be relevant to develop an approvable MWBE Utilization Plan.

The contractor shall respond to the notice of deficiency by submitting a revised MWBE Utilization Plan within seven (7) business days, as required by 5 NYCRR Part §142.6 (e) to the MWBE Program Coordinator.

If the deficiency is not corrected and the MWBE participation rate on the MWBE Utilization Plan is still below 30%, the contractor should request a waiver.

The Waiver Request Form submitted by the contractor will include, but not be limited to, the following:

- a. A request for partial or total waiver of MWBE goals as required by 5 NYCRR Part §142.6 (f) on Request for Waiver ([Form 7557-114](#)) provided by the University-wide Program Office.
- b. Copy of the deficient Utilization Plan.
- c. Work Scope of this contract. If there are subcontracting opportunities, please provide documentation d, e, and f.
- d. Screenshot of searching results for available MWBEs in [NYS M/WBE Directory](#).
- e. Copy of email messages containing the request for quote along with the responses from MWBEs.
- f. Forms recommended to obtain information on MWBE vendor solicitation efforts are:
[7557-101](#) – MWBE Contractor Solicitation Letter
[7557-102](#) – MWBE Participation Quote
[7557-103](#) – MWBE Contractor Unavailability Certification

Please submit the above documentations by mail, fax, or email:

SUNY PURCHASE COLLEGE
LULA CURANOVIC, CAMPUS MWBE PROGRAM COORDINATOR
735 ANDERSON HILL ROAD, PURCHASE, NY 10577-1402
Fax:914-251-6075
Tel: 914-251- 6071
Email: LULA CURANOVIC

- OR -

SUNY PURCHASE COLLEGE
ELIZABETH PLEVA, DIRECTOR, PROCUREMENT & ACCOUNTS PAYABLE
735 ANDERSON HILL ROAD, PURCHASE, NY 10577-1402
Fax:914-251-6075
Tel: 914-251- 6070
Email: LULA CURANOVIC

Please submit the above documentation to the University-wide MWBE Program Office:

SUNY System Administration at State University Plaza,
Office of Diversity, Equity and Inclusion
University-wide MWBE Program
Albany, NY 12246
Fax: (518)-320-1548
Tel: (518)-320-1452
Email: MWBEProgram@suny.edu

Information regarding this legislation may be found at: [Participation by Minority Group Members and Women \(MWBEs\) with Respect to State University of New York Contracts](#) on the [State University of New York](#) web site.

STATE UNIVERSITY OF NEW YORK MWBE UTILIZATION PLAN INSTRUCTIONS [FOR ALL CONTRACT TYPES]

A letter of explanation and documentation of efforts should accompany any MBE/WBE Utilization Plan that falls short of the stated goals. Without an approved MBE/WBE Utilization Plan, SUNY's Notice of Award and Contract may be withheld.

If you have questions or need assistance related to the SUNY's Minority and Women's Business requirements call the University-wide MWBE Program Office at 518-320-1189 or email MWBEprogram@suny.edu.

1. The three low bidding contractors ("Contractor") are required to submit a Utilization Plan (107) to the MWBE Program Coordinator within seven (7) calendar days after the opening of bids for construction contracts exceeding \$100,000.
2. The MWBE Program Coordinator is required to submit the mandatory MWBE documentation to the University-wide MWBE Program Office web based contract management system for commodity, service and construction related consultant service contracts exceeding \$25,000 and for construction projects exceeding \$100,000 upon contract execution.
3. The MBE and WBE goals are separate and not to be treated as one combined goal.
4. The MBE and WBE firms included are businesses the bidder *seriously expects* to include in the project activity.
5. The contractor reasonably commits to the dollar values included in the plan for participation by MBE and WBE subcontractors and suppliers.
6. MBE and WBE firms **must be certified** by the New York State Department of Economic Development, Division of Minority and Women Business Development. A directory of certified minority and women-owned business enterprises is available on the internet at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.
7. Contractors utilizing MWBE firms for supplies/materials/equipment whose NYS certification profile designates them as Broker will receive an MWBE utilization credit for the actual monetary value of the broker fees or the actual markup percentage of the items brokered.
8. MBE and WBE Participation:

The actual services provided by the MBE or WBE must be essential in the performance of the scope of work for the applicable contract. Utilization of a certified MBE or WBE as a conduit or pass through for participation credit is **strictly prohibited**. It is the discretion of University-wide MWBE Program to determine whether services are essential in the performance of the scope of work and offer a determination of the appropriateness of work allowed for lower tier subcontracting in accordance with practices generally accepted in the construction industry. The services the MBE or WBE will provide must be among those explicitly identified in the profile (codes) of firm as listed in the NYS Empire State Development Directory of Certified MWBEs. Firms submitted or who participate in the project outside of these conditions and without specific prior approval by SUNY will not be credited toward the MWBE Utilization Plan and goals for the contract.

9. Prior to submitting the Plan, the Contractors should confirm the following:
 - a. MBE and WBE firms are NYS certified;
 - b. MBE **or** WBE designation ~ Dual certified firms may be used as *either* but **not** both;
 - c. MBE and WBE firms are being used for item(s) within their certification product codes;
 - d. MBE and WBE firms will perform work for which they have been submitted; and
 - e. 2nd tier subcontractors and/or suppliers are noted as such and an MWBE Utilization credit shall be given for 60% of the total contract value of supply purchases or services rendered (for example, when an electrical subcontractor purchases from a 3rd party supplier an MWBE utilization credit will be given for 60% of the total contract value).

The prime Contractor is responsible for ensuring participation provided by subcontractors for 2nd and 3rd tier MBE and WBE participation.

Submission of a Utilization Plan which fails to meet or exceed each goal shall be accompanied by documentation of specific efforts undertaken both pre and post bid. The campus MWBE Program Coordinator will review and notify contractor of its assessment.

The University-wide MWBE Program Office in collaboration with the campus MWBE Program Coordinator will review the Utilization Plan and notify the contractor of any deficiencies and determine necessary actions to bring the Utilization Plan into compliance. The University-wide MWBE Program Office reserves the right to require the contractor to provide sufficient documentation of the efforts made in the development of the Plan. The documentation should meet the good faith efforts standard under 5 NYCRR Part §141.6, and demonstrate the contractor's commitment to providing opportunities for MBE and WBE firms in the development of the Utilization Plan.

A copy of the approved Utilization Plan will be provided to the contractor after issuance of Notice of Award.

MWBE FORM (107) INSTRUCTIONS

Requested information must be completed and submitted within seven (7) days after the bid opening.

Subcontractor Name & Address

Name & Address of each MBE/WBE subcontractor or supplier

MBE or WBE

Minority (MBE) or Women (WBE) Designation

Federal ID

Provide accurate Federal ID number of each MBE/WBE subcontractor or supplier

Dollar Value of Subcontract or Purchase Order

This is the total value of the signed subcontract. If this value is different from the amount in the approved MBE/WBE utilization plan, an explanation should be provided.

Description of Work or Supplies

Brief description of work performed or supplies provided by the MBE/WBE subcontractor or supplier

Schedule

This is the anticipated start and completion dates for each MBE/WBE subcontractor or supplier. Do not include the construction schedule for the life of the entire project.

Signature

To be signed by an Officer of the Company

- The information included on the form is subject to verification by the campus MWBE Program Coordinator.
- The campus MWBE Program Coordinator must be notified prior to changes made to the approved MBE/WBE Utilization Plan.

Questions regarding this form should **first** be directed to the [campus MWBE Program Coordinator](#) (click the link and be directed to the SUNY MWBE Campus Contacts directory on the University-wide MWBE web site).

Questions regarding this form should be directed to the University-wide MWBE Program Office at (518) 320-1189 or via e-mail: MWBEprogram@suny.edu.

Submit To:

**State University of New York
Office of Diversity, Equity and Inclusion University-wide MWBE Program
353 Broadway
Albany, NY 12246
Or MWBEProgram@sunv.edu**

**MINORITY AND WOMEN’S BUSINESS - EQUAL EMPLOYMENT
OPPORTUNITY PROGRAM POLICY STATEMENT**

Policy Statement

The _____ commits to carrying out the intent of the New York State
(Name of Campus, Consultant, Contractor)
Executive Law, Article 15-A which assures the meaningful participation of minority and
women’s business enterprises in contracting and the meaningful participation of minorities and
women in the workforce on activities financed by public funds.

Minority Business Officer

_____ is designated as the Minority Business Enterprise Officer
(Name of Designated Officer)
responsible for administering the Minority and Women’s Business-Equal Employment
Opportunity (M/WBE-EEO) program.

Phone _____

Email _____

M/WBE Contract Goals

_____ % Minority Business Enterprise Participation

_____ % Women’s Business Enterprise Participation

EEO Contract Goals

10% Minority Labor Force Participation

10% Female Labor Force Participation

(Authorized Representative)

Title: _____

Date: _____



UNIVERSITY-WIDE MWBE PROGRAM UTILIZATION PLAN

SUNY Project No. _____ Agreement/Contract Value: _____
 Contractor: _____ Primary Contact: _____
 Address: _____ City: _____ State: _____ Zip Code: _____
 Phone Number: _____ Fax Number: _____ E-Mail: _____

GOALS: MBE _____% WBE _____% Campus: _____

SUBCONTRACTOR	FEDERAL ID #	DOLLAR VALUE OF CONTRACT OR PURCHASE ORDER	DESCRIPTION OF WORK OR SUPPLIES	SUBCONTRACTOR/SUPPLIER SCHEDULE	
				START DATE	COMPLETION DATE
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.
Company Name: _____ Street Address: _____ Contact Name: _____ E-Mail Address: _____ Check One: MBE <input type="checkbox"/> WBE <input type="checkbox"/>				Click here to enter a date.	Click here to enter a date.

In accordance with the SUNY Contract Documents and Executive Law Article 15-A, my firm seriously expects to use the NYS certified MBE/WBE certified firms listed above. The Contractor shall immediately notify and request approval prior to any changes to this plan from the University-wide MWBE Program Office.

NAME: _____ TITLE: _____ COMPANY OFFICER'S SIGNATURE _____ DATE: _____
 _____ Click here to enter a date.

APPROVED: DEFICIENT: MWBE PROGRAM COORDINATOR: _____ DATE: _____

EEO STAFFING PLAN

Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Offeror's Name:	<input type="checkbox"/> Offerer <input type="checkbox"/> Subcontractor Subcontractor's name _____	
Offeror's Address:	_____	

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

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

PREPARED BY (Signature):	DATE:
TELEPHONE NO:	EMAIL ADDRESS:
Submit completed with bid or proposal	
NAME AND TITLE OF PREPARER (Print or Type):	

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (ADM/EEO 100) and submit it as part of the bid or proposal package. For construction, except for contracts of \$100,000 or less, the three lowest bidders shall submit to the University for its approval an EEO Staffing Plan within seven (7) calendar days after the opening of bids. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAMERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male or Female

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 or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

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.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law and Section 355 of the Education Law, if this contract exceeds \$250,000, or, if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office, or the pertinent pre-audit review period has elapsed. However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 the State of any State- approved sums due and owing for work done upon the project.
7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to 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, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.
10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. 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.**
 - (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY 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 SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY 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.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 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:

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

(b) 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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. 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 certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

NYS Department of Economic Development
Division for Small Business

Albany, 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 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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 Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain.

NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa; State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to 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 contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 contract by providing written notification to the Contractor in accordance with the terms of the contract.

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

29. 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.

30. (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.

31. Hospital Retained Authority: Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, in its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services,

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 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 contract, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this contract, 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:

<https://ogs.ny.gov/list-entities-determined -be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

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 SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY 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 SUNY 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.

SUNY 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.

28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

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; (c) and (d) 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 fifteen million dollars (\$15,000,000), 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 fifteen million dollars (\$15,000,000.00), 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) Form 108 - Staffing Plan To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(e) Form 112 - Workforce Employment Utilization Report (“Workforce Report”)

(i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to SUNY of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

(ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

(iii) In limited instances, Contractor may not be able to separate out the

workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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

3. 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.

4. 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.

5. 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.

6. MWBE Utilization Plan.

(a) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract.

(b) MWBE Utilization Plan (Form 7557-107).

Contractors are required to submit a Utilization Plan on Form 7557-107 with their bid or proposal. Complete the following steps to prepare the Utilization Plan:

- i. list NYS Certified minority- and women-owned business enterprises which the Contractor intends to use to perform the State contract;
- ii. insert a description of the contract scope of work which the Contractor intends to structure to increase the participation by NYS Certified minority- and women-owned enterprises on the State contract;
- iii. insert 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 NYS Certified minority- or women-owned business; and

(c) Any modifications or changes to the agreed participation by NYS Certified MWBEs after the Contract Award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to the SUNY University-wide MWBE Program Office.

(d) The University will review the MWBE Utilization Plan and will issue the Contractor a written notice of acceptance or deficiency within twenty (20) day of its receipt. A notice of deficiency shall include the:

- i. list NYS Certified minority- and women-owned business enterprises which the

- ii. Contractor intends to use to perform the State contract; name of any MWBE which is not acceptable for the purpose of complying with the MWBE participation goals;
- iii. reasons why it is not an acceptable element of the Contract scope of work which the MWBE Program Office has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
- iv. other information which the MWBE Program Office determines to be relevant to the MWBE Utilization Plan.

(e) The Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the University a written remedy in response to the notice of deficiency.

- i. If the written remedy that is submitted is not timely or is found to be inadequate, the University-wide MWBE Program Office shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for partial or total waiver of MWBE participation goals on forms provided by the University-wide MWBE Program Office.
- ii. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

(f) The University may disqualify a Contractor as being non-responsive under the following circumstances:

- i. If a Contractor fails to submit a MWBE Utilization Plan;
- ii. If a Contractor fails to submit a written remedy to a notice of deficiency in a MWBE Utilization Plan;
- iii. If a Contractor fails to submit a request for waiver; or

iv. If the MWBE Program Office determines that the Contractor has failed to document Good Faith Efforts.

(g) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

(h) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, SUNY shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

7. Waivers.

(a) For Waiver Requests Contractor should use (Form 7557-114) – Waiver Request.

(b) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete the University shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(c) If University, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the University may issue a notice of deficiency to the Contractor. The contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

8. MWBE Contractor Compliance Report.

Contractor is required to submit an MWBE Contractor Compliance Report (Form 7557-112) to the University by the 5th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract. Compliance Reports for construction contracts (Form 7557-110) must be submitted on a monthly basis.

9. 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 25 percent (25%) for Certified Minority-Owned Business Enterprises and 5 percent (5%) for Certified Women-Owned Business Enterprises.

10. 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.

Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, remedies or enforcement proceedings as allowed by the Contract.

11. 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.