

Invitation for Bids (IFB) G27-020112

Elevator / Escalator Preventative Maintenance, Inspection and Testing

dated July 1, 2012

Group of 27 Campuses (G27):

SUNY Downstate Medical Center
SUNY Farmingdale State College
SUNY Maritime College
SUNY Old Westbury
SUNY College of Optometry
SUNY Purchase College
Long Island State Veteran's Home
Stony Brook University Hospital
SUNY Canton
Clinton Community College
SUNY System Administration
SUNY Plattsburgh
The Research Foundation for SUNY
SUNY Cortland
Morrisville State College
SUNY Oswego
SUNY College of Environmental Science and Forestry
SUNY Upstate medical University
Alfred State College
NYS College of Ceramics/Alfred Ceramics
The College at Brockport
Buffalo State College
University at Buffalo
Erie Community College
SUNY Fredonia
SUNY Geneseo
Monroe Community College

By:
SUNY Purchase College for the G27

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STATE UNIVERSITY OF NEW YORK
GROUP OF TWENTY-SEVEN CAMPUSES
Invitation For Bids (IFB) G27-020112

IFB Number
G27-020112

Dated
01 July 2012

Description
Elevator/Escalator Preventative Maintenance,
Inspection and Testing

Contract Term
Five (5) years beginning on or about Jan 1,
2013 with option to renew for additional
five (5) year period

Calendar of Events – Procurement Timetable

Release of IFB..... Jul 17, 2012
Pre-bid Meeting Aug 07, 2012 @ 9:00 AM-12:00 PM
Site Inspections Schedule..... See Exhibit B
Question Period..... Aug 07 through Aug 15, 2012
Posting of Answers to Questions Aug 20, 2012 COB
Bid Proposal Due Date/Time.....Sep 06, 2012 @ 1:00 PM
Anticipated Awardee Notification Oct 01, 2012
Vendor Debriefing upon request after notice of award

State University of New York, through its Shared Services Initiative, is soliciting a multi campus proposal for an Elevator / Escalator Maintenance Agreement to achieve maximum efficiencies, value and savings for both the State University of New York (“SUNY”) and the vendor. In issuing this multi-campus solicitation, SUNY and the State of New York will save the time and effort of the participating campus procurement officials and the resources of each procurement office. Vendors will also benefit from this streamlined procurement approach, which saves them the time and effort of responding individually to the twenty-seven separate campuses participating in this Shared Services Procurement.

This Bid Proposal consists of elevators/escalators at twenty-seven (27) SUNY campuses, hereinafter referred to as “Group of Twenty-Seven Campuses” or “G27”. The G27 campuses and the Designated Contacts for each campus are:

Lot	Campus: Name Address	Procurement contact: Name Email address Tel no	Facilities contact: Name Email address Tel no
1	SUNY Downstate Medical Center 450 Clarkson Avenue Brooklyn, NY 11203	Carter Lard carter.lard@downstate.edu (718) 270-1135	Christopher Yakuboff christopher.yakuboff@downstate.edu (718) 780-1716
1	SUNY Farmingdale State College 2350 Broadhollow Road Farmingdale, NY 11735	Erika Wachter wachteee@farmingdale.edu (631) 420-2017	William O’Connor william.oconnor@farmingdale.edu 631-420-2605
1	SUNY Maritime College 6 Pennyfield Avenue Bronx, NY 10465	Keith Murphy kmurphy@sunymaritime.edu (718) 409-7349	Jason Vega jvega@sunymaritime.edu (718) 409-7321
1	SUNY Old Westbury 223 Store Hill Road Old Westbury, NY 11568	Patrick Adams adamsp@oldwestbury.edu (516) 876-3194	Greg Riveiro riveirog@oldwestbury.edu (516) 876-3324
1	SUNY College of Optometry 33 West 42 nd Street New York, NY 10036	Roger Cruttenden rcruttenden@sunyoapt.edu (212) 938-5945	Frank Orehek forehek@sunyoapt.edu (212) 938-5582
1	SUNY Purchase College 735 Anderson Hill Road Purchase, NY 10577	Nikolaus D. Lentner L@purchase.edu (914) 251-6070	Sayim Malik sayim.malik@purchase.edu (914) 251-4479

Lot	Campus: Name Address	Procurement contact: Name Email address Tel no	Facilities contact: Name Email address Tel no
1	Long Island State Veteran's Home 100 Patriots Road Stony Brook, NY 11794	Michael Giambalvo michael.giambalvo@lisvh.org (631) 444-8620	Jack Dell'Orto john.dell'orto@lisvh.org (631) 444-8780
1	Stony Brook University Hospital 100 Nicolls Road Stony Brook, NY 11794	Gary Dasaro gary.dasaro@sbumed.org (631) 444-4678	Christopher T. Ward christopher.t.ward@sbumed.org (631) 444-7558
2	SUNY Canton 34 Cornell Drive Canton, NY 13617	Beth Martin martinb@canton.edu (315) 386-7555	Bruce Alexander alexanderb@canton.edu (315) 386-7668
2	Clinton Community College 136 Clinton Point Drive Plattsburgh, NY 12901	Betty Hoyt betty.hoyt@clinton.edu (518) 562-4155	John Conley john.conley@clinton.edu (518) 562-4219
2	SUNY System Administration State University Plaza Albany, NY 12246	Troy Caswell troy.caswell@suny.edu (518) 320-1341	Francis P. Castaldo fran.castaldo@suny.edu (518) 320-1644
2	SUNY Plattsburgh 101 Broad Street Plattsburgh, NY 12901	Joseph Tesoriere tesorijp@plattsburgh.edu (518) 564-4604	William Circelli circelwa@plattsburgh.edu (518) 564-5040
2	The Research Foundation for SUNY 35 State Street Albany, NY 12207	David Martin david.martin@rfsuny.org (518) 434-7033	David Martin david.martin@rfsuny.org (518) 434-7033
3	SUNY Cortland PO Box 2000 Cortland, NY 13045-0900	Melissa Fox melissa.fox@cortland.edu (607) 753-2305	Philip Connery phillip.connery@cortland.edu (607) 753-2307
3	Morrisville State College 80 Eaton Street Morrisville, NY 13408	Karen H. Pitts pittskh@morrisville.edu (315) 684-6068	Mike Nataluk natalufm@morrisville.edu (315) 684-6065
3	SUNY Oswego 7060 State Route 104 Oswego, NY 13126	R. Mark Cole rmark.cole@oswego.edu (315) 312-3627	John Bricker john.bricker@oswego.edu (315) 312-5625
3	SUNY College of Environmental Science and Forestry 1 Forestry Drive Syracuse, NY 13210	Lisa M. Campagna lmcampagna@esf.edu (315) 470-6687	David L. VanTress dlvantre@esf.edu (315) 470-6926
3	SUNY Upstate Medical University 750 East Adams Street Syracuse, NY 13210	Terry Larkin larkint@upstate.edu (315) 464-5540	Douglas J. Joseph josephd@upstate.edu (315) 464-4448
4	Alfred State College 10 Upper College Drive Alfred, NY 14802	Glen Cline clinege@alfredstate.edu (607) 587-3917	Russell Huber huberrj@alfredstate.edu (607) 587-4740
4	NYS College of Ceramics/Alfred Ceramics 1 Saxon Drive, Greene Hall Alfred, NY 14802	Donna Sturdevant sturdevant@alfred.edu (607) 871-2698	Jamie Babcock babcock@alfred.edu (607) 871-2460
4	The College at Brockport 350 New Campus Drive Brockport, NY 14420	Wendy Vergamini wvergami@brockport.edu (585) 395-5144	Greg Lischke glischke@brockport.edu (585) 395-2664
4	Buffalo State College 1300 Elmwood Avenue—CCTR 229 Buffalo, NY 14222	Terri Locher lochertm@buffalostate.edu (716) 878-5012	Terri Locher lochertm@buffalostate.edu (716) 878-5012
4	University at Buffalo 12 Capen Hall Buffalo, NY 14260-1660	John Grabowski jwgl@buffalo.edu (716) 645-4542	Scott Ludtka sludtka@buffalo.edu (716) 645-5283
4	Erie Community College 121 Ellicott Avenue Buffalo, NY 14203	Sandy Koch koch@ecc.edu (716) 851-1870	Anthony Nesci nesci@ecc.edu (716) 851-1449

Lot	Campus: Name Address	Procurement contact: Name Email address Tel no	Facilities contact: Name Email address Tel no
4	SUNY Fredonia 280 Central Avenue Fredonia, NY 14063	Shari Miller shari.miller@fredonia.edu (716)673-3438	Kevin Cloos kevin.cloos@fredonia.edu (716) 673-3452
4	SUNY Geneseo 1 College Circle Geneseo, NY 14454	Thomas R. Underwood underwoo@geneseo.edu (585) 245-5100	Kirk Spangler spangler@geneseo.edu (585) 245-5662
4	Monroe Community College 1000 East Henrietta Road Rochester, NY 14623	Patrick Bates pbates@monroecc.edu (585) 292-2820	Mike Carroll mcarroll@monroecc.edu (585) 292-2805

PART I: GENERAL INFORMATION AND INSTRUCTIONS

A. Invitation For Bids (IFB)

The State University of New York Group of Twenty-Seven Campuses is dedicated to environmentally sustainable practices. In an effort to conserve resources and reduce waste, this IFB will only be available electronically in PDF format at the following website:

www.purchase.edu/purchasemeansbusiness

*** *Inability to Access Email Addresses and/or Web Sites Referenced in this IFB:*

In the event vendor experiences difficulty with email addresses and/or web site links, please contact Nikolaus D. Lentner at SUNY Purchase College at telephone number (914) 251-6070 or email L@purchase.edu

B. Bid Proposal Submission

When submitting a Bid Proposal, you must:

1. Prepare a clearly readable document. Attach all required information.
2. Indicate any deviations from the specifications and, if necessary, attach separate documents and/or explanation. Material deviations could render your bid non-responsive.
3. Sign the Bid Proposal. By signing the Bid Proposal, you indicate full knowledge and acceptance of this IFB. The Bid Proposal must be completed in the name of the Bidder, corporate or otherwise, and must be fully and properly executed by an authorized person.
4. Required Submittals:
 - four (4) originally signed Bid Proposal Vendor Information sheets (Exhibit D)
Any vendor not bidding on all four (4) Lots, please indicate and provide a reason. Note: The Bidder's response will not affect its bid on any Lot.
 - completed Pricing Pages for each campus in the Lots being bid. To be considered for award, Vendors MUST bid on all items in Lot to be responsive. Vendors must bid on all elevators for Yr 1. If a campus will be delayed in joining the contract, vendors will be paid the rate calculated after price adjustment when that campus joins the contract
 - the Bid Price Total Recap (Exhibit E) on which the Bidder records the Bid Total for each campus and each Lot.
 - Bid Proposals must be sealed and submitted as specified in Part II. DETAILED SPECIFICATIONS. Bid Proposals are to be addressed to:

Nikolaus D. Lentner
Director of Purchasing & Accounts Payable Office
State University of New York
Purchase College

735 Anderson Hill Road
Purchase, NY 10577-1402

- a pdf copy of the submitted Bid Proposal. This should be sent to email address L@purchase.edu, and it will be distributed to all participating campus representatives. Along with the pdf, there must be written certification that the forwarded pdf is an exact copy of the submitted hard copy Bid Proposal.
5. The printed Bid Proposals must be received in the Purchase College Purchasing & Accounts Payable Office by the due date and time. Bidders mailing their Bid Proposals must allow sufficient time to ensure receipt of their Bid Proposals by the date and time specified. Bidders are cautioned that, although using a trackable mailing/courier/messenger service, Bid Proposals must be received in the Purchasing & Accounts Payable Office by the due date and time. While Bid Proposals may be signed for by Purchase College Mail Operations personnel prior to the due date and time, this does not guarantee that the Purchasing & Accounts Payable Office will receive the Bid Proposal by the due time. No Bid Proposal will be considered that is not physically received in the Purchasing & Accounts Payable Office by the Bid Proposal due date and time. Electronically transmitted Bid Proposals in lieu of the required originals will **NOT** be accepted.
 6. Delay to Bid Proposal Due Date
In the event that circumstances require delay of the bid opening, G27 reserve the right to re-schedule the bid opening date no less than 72 hours prior to the published Bid Proposal Due Date. Any reschedule to the bid opening date will be issued as an Addendum to this IFB and (1) will be emailed to all participating vendors and (2) posted to www.purchase.edu/purchasemeansbusiness
- C. Pre-Bid Conference
For vendors who intend to respond to this IFB, there will be a Pre-Bid vendor conference at the SUNY Oswego Metro Center, The Atrium, 2 Clinton Square, Syracuse, NY 13202. For directions to the Metro Center, go to: http://www.oswego.edu/extended_learning/metroCenter/Direction_Metro.html
- The purpose of the conference is to provide for questions and answers regarding terms, conditions, and/or specifications of the IFB. Answers to questions requiring clarification will be issued as addenda to the IFB prior to the bid opening, if necessary. A representative from vendor's technical management team is strongly recommended to attend. While pre-bid conference attendance is encouraged, it is not required. Failure to attend the pre-bid conference will not relieve the bidder from adherence to all terms and conditions of this IFB.
- D. Site Inspections
Interested vendors may contact participating campuses to set up individual site inspections per the attached Exhibit B listing of site inspection dates. A representative from vendor's technical management team is strongly recommended to attend site inspections of elevators at each participating campus location in the Lot/s the company intends to bid. While site inspection of elevators is encouraged, it is not required. Failure to inspect elevators at each participating campus location in the Lot being bid will not relieve the bidder from adherence to all terms and conditions of this IFB.
- E. Question and Answer Period
All questions must be submitted in writing, citing the particular IFB page, section and paragraph numbers where applicable. When submitting questions, please be sure to identify the campus to which the question applies; if it is a question for all campuses, please indicate *for all campuses*. All questions must be EMAILED to G27ElevatorQ-A@purchase.edu. 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 participating vendors ten (10) calendar days after the question due date. Please note that all questions and answers will also be posted to www.purchase.edu/purchasemeansbusiness.
- F. Vendor De-Briefing Meeting
Upon notification of the selection and award of a contract, unsuccessful vendors are entitled to, and shall receive, upon request, a debriefing of the results of their response to this Invitation For Bids. Request for debriefing by an unsuccessful bidder should be made within thirty (30) days after the award of the contract.

G. Standard Contract Clauses

Any contract resulting from this IFB shall include Exhibit A (Standard Contract Clauses, State University of New York, dated January 6, 2012) and Exhibit A-1 (Affirmative Action Clauses, State University of New York, dated May 24, 2011), the provisions of which shall take precedence over any provision in the IFB. These clauses relate to, among other things, assignment of the contract, availability of funds, non-discrimination, affirmative action, non-collusion, worker's compensation. Exhibits A and A-1 are attached to this IFB.

H. Contract Award Protest Procedure

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

I. Affirmative Action Policy

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

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

In keeping with this policy, the State University of New York G27 mandates compliance internally and for all organizations with which it conducts business. The determination of contract award will include a review of evidence supplied by each Bidder regarding compliance with the State's Affirmative Action policy. Accordingly, a Bidder's Proposal must include its organization's affirmative action policy, and agree that all presentations and materials will be free from racial, religious, or sexual bias.

J. Minority and Women-owned Business Enterprises

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

GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION: For all State Contracts in excess of \$25,000.00 whereby each SUNY campus is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a combination of the foregoing or all State Contracts in excess of \$100,000.00 whereby the G27 are 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 twenty percent (20%) for certified Minority-Owned Business Enterprises and twenty percent (20%) for certified Women-Owned Business Enterprises.

K. Bid Proposal Confidentiality

All Bid Proposals submitted for G27 consideration will be held in confidence. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL). Therefore, if a Bidder believes that any information in its Bid Proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested, pursuant to FOIL, (Article 6 of the Public Officers' Law), the Bidder shall submit with its Bid Proposal a separate letter addressed to: Nikolaus D. Lentner, Records Access Officer, Purchase College, State University of New York, 735 Anderson Hill Road, Purchase, NY 10577-1402, specifically identifying the page number(s), line(s) or other appropriate designation(s) containing such information, explaining in detail why such information is a trade secret and formally requesting that such information be kept confidential. Failure by a Bidder to submit such a letter with its Bid Proposal identifying trade secrets 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 trade secrets. 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 Proposal be kept confidential is not advisable since a Bid Proposal cannot reasonably consist of all data subject to FOIL proprietary status.

L. Recycled Products and Sustainability

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

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

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

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

M. Omnibus Procurement Act of 1992:

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as Bidders, subcontractors and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers and a directory of minority and women-owned business enterprises is available from: New York State Department of Economic Development, NYS Empire State Development, 30 South Pearl Street, Albany, New York 12245, email esd@empire.state.ny.us, website <http://www.empire.state.ny.us/>.

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

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

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

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

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

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

individual who, following a hearing, is found to have knowingly and intentionally violated the provisions of Public Officers Law Paragraph 73(8)(a)(i) may be subject to a civil penalty in an amount not to exceed ten thousand dollars (\$10,000.00) for each violation.

O. Determination of Vendor Responsibility

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

In accordance with these procurement laws, the G27 will conduct an affirmative review of vendor responsibility for all organizations or firms with which it conducts business. In doing so, Offerers are required to file the required Vendor Responsibility Questionnaire online via the New York State VenRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the VendRep System, see the VendRep System Instructions available at www.osc.state.ny.us/vendrep or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Offerers opting to file a paper questionnaire may obtain the appropriate questionnaire from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or may contact SUNY System Administration for a copy of the paper form.

P. Sales and Compensating Use Tax Documentation

Pursuant to New York State Tax Law Section 5-a (Chapter 60, Part N, Laws of 2004, and amended Chapter 62, Part L, Laws of 2006), for procurements of \$100,000 and greater, the G27 must collect a completed Contractor Certification form ST-220-CA from Contractors. (Contractors must also forward a completed form ST-220-TD to the NYS Tax Department.) The link to obtain the blank form ST-220-CA is: http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf

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

1. a. Prior to approval by the G27, or, if applicable, the Office of the State Comptroller, of the contract for which this solicitation has been issued, a Bidder shall not communicate with the G27 other than with the persons identified in this solicitation as Designated Contacts, or with a person who the Designated Contacts has advised the Bidder is also a Designated Contact.
- b. **The Designated Contacts for this IFB are identified on page 1-3 of this IFB.**
- i. Policy and Procedure of the State University of New York
State Finance Law §§ 139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2011, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

Generally, the law restricts communications between a potential vendor or a person acting on behalf of the vendor, including its lobbyist, to communications with the officers and employees of the procuring agency designated in each solicitation to receive such communications. Further, the law prohibits a communication (a “Contact”) which a reasonable person would infer as an attempt to unduly influence the award, denial or amendment of a contract. These restrictions apply to each contract in excess of \$15,000 during the “restricted period” (the time commencing with the earliest written notice of the proposed procurement and ending with the later of approval of the final contract by the agency, or, if applicable, the State Comptroller). The agency must record all Contacts, and, generally, must deny an award of contract to a vendor involved in a knowing and willful Contact. Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. The agency’s procurement record must demonstrate compliance with these new requirements.

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University’s

Designated Contact, nor attempt to unduly influence award of the contract. State University will make a record of all Contacts, and such records of Contact will become part of the procurement record for this solicitation. A determination that a vendor or a person acting on behalf of the vendor has made intentionally a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k is likely to result in denial of the award of contract under this solicitation. Additional sanctions may apply.

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

3. Each Bidder shall submit with its Bid Proposal a written affirmation of its understanding of the State University's procurement lobbying procedures and agreement to comply with such procedures. Please see form B:
http://www.suny.edu/sunypp/documents.cfm?doc_id=282&CFID=7132397&CFTOKEN=d4a58d2327025b09-81237E78-C101-0510-EF20044871DDC76D&jsessionid=0e3085a740d70ec53301105e15595e42695a
4. Each Bidder shall submit with its Bid Proposal written disclosure as to whether the Bidder has been determined to be non-responsible within the previous four years by reason of having violated NY State Finance Law § 139-j or having intentionally provided false or incomplete information to a Governmental Entity with respect to its compliance with NY State Finance Law §139-j; and certification that the Bidder has provided accurate and complete information with respect to the Bidder's compliance with NY State Finance Law §§ 139-j and 139-k within the previous four years. Please see form C:
http://www.suny.edu/sunypp/documents.cfm?doc_id=283&CFID=7132397&CFTOKEN=d4a58d2327025b09-81237E78-C101-0510-EF20044871DDC76D&jsessionid=0e3085a740d70ec53301105e15595e42695a

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

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

S. Prevailing Wage Rates

The latest prevailing wage rates and supplements determined by the Department of Labor of the State of New York for the locality in which the work shall be performed will be in effect during the course of this contract. The Contractor and, if applicable, subcontractor shall submit to the participating campus within 30 days after issuance of its first payroll, and every thirty days thereafter, a certified payroll as provided by Article 8, Section 220, of the NYS labor Law. The certified payroll must be submitted to the campus designated facilities elevator contact for review and approval. Invoices will not be processed unless the invoices have acknowledgement by the campus designated facilities elevator contact of review and approval. All New York State labor laws apply even those covering breaks, hours worked, etc. The Prevailing Rate Case (PRC) number **2012005011** will govern the prevailing wage rates mandated by the New York State Department of Labor.

T. OSHA 10-hour Construction Safety and Health Course – S1537-A

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health

course. The awardee vendor will be required to provide proof of this certification upon award and contingent for contract approval.

U. Payment Terms

Payments under the resulting contract award shall be made to the Contractor, upon receipt of goods/services and properly approved and completed invoice/s and State of New York Department of Labor, Bureau of Public Works, Certified Payroll submitted to the attention of Accounts Payable for the SUNY campus being billed. The Contractor will be required to submit invoices to the individual participating G27 campus for the services rendered to that campus. The Contractor shall provide complete and accurate billing invoices to each of the respective G27 campuses in order to receive payment for its services. Billing invoices to be submitted must contain all information and supporting documentation required by the G27 and OSC. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Vice President for Administration or designee, in her/his sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary New York State procedures and practices. The Contractor shall comply with the OSC procedures to authorize payments. Authorization forms are available at the OSC website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. The Contractor acknowledges that it will not receive payment on any invoices submitted under this contract if it does not comply with the OSC's electronic payment procedures, except where the Vice President or designee has expressly authorized payment by paper check as set forth above.

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

V. Information Security Breach and Notification Act

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

W. Iranian Divestment Act of 2012

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

The successful Bidder (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on the contract to be awarded pursuant to this RFP any subcontractor that is identified on the prohibited entities list. Additionally, the successful Bidder agrees that after the list is posted on the OGS website, should it seek to renew the Contract, it will be required to certify at the time the Contract is renewed or assigned that it or its assignee is not included on the prohibited entities list.

During the term of the Contract to be awarded pursuant this RFP, should SUNY receive information that the successful bidder is in violation of the above-referenced certification, SUNY will offer the successful bidder an opportunity to respond. If the successful bidder fails to demonstrate that it has ceased its engagement in the investment 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 including, but not limited to, seeking compliance, recovering damages, or declaring the successful bidder to be in default.

SUNY reserves the right to reject any request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

X. Additional Terms and/or Conditions:

1. The following items will be incorporated into, and made part of, the formal agreement: (1) the G27's IFB; (2) the Successful Bidder's Proposal; (3) Exhibit A, Standard Contract Clauses; (4) Exhibit A-1, Affirmative Action Clauses.
2. In the event of any inconsistency in or conflict among the document elements of the agreement described above, such inconsistency or conflict shall be resolved by giving precedence to the document elements in the following order: (1) Exhibit A; (2) Exhibit A-1; (3) the Agreement; (4) this IFB; and (5) the Successful Bidder's Proposal.
3. 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.
4. The resulting agreement shall be binding upon its execution by the G27 and the Contractor and, as required by New York State law, upon the approval of the Attorney General and the Office of the State Comptroller.
5. The agreement may be revised upon mutual consent of the parties in writing. Such written consent will not be effective until signed by all twenty-seven (27) parties and approved by the Attorney General and the Office of the State Comptroller.
6. The relationship of the Successful Bidder to the G27 shall be that of independent prime contractor. The intent of this IFB is to develop a documented relationship between participating G27 campuses and Vendor for full maintenance of elevators as described in the IFB. This includes the necessary supervision, technical and engineering assistance and any special tools or equipment required in the performance of the contract. The vendor shall furnish all tools and test equipment necessary for proper execution of this contract.
7. Compliance with the post-employment restrictions of the Ethics in Government Act is required.
8. Proposed prices should reflect all discounts including educational discounts. Price reductions are encouraged and acceptable at any time during the contract period.
9. The submission of a Bid Proposal constitutes a binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of 180 days after the deadline for Bid Proposal submission and will continue thereafter until the Successful Bidder notifies the G27 otherwise, in writing. Such deadline may be further extended by mutual agreement.
10. In the event Successful Bidder uses partners, subcontracts or subcontractors, the Successful Bidder 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.
11. The G27 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 the G27 for use as deemed appropriate, respecting all copyrights.
12. The G27 will be the interpreter of all contract documents and make the final determination of the intent and meaning of all contract documents including the vendor's bid proposal. The G27 shall be the determinant and make the final determination.
13. This IFB and the resulting contract shall be governed by the Laws of the State of New York.

14. Public announcements or news releases regarding this IFB or any subsequent award of a contract must not be made by any Bidder without the prior written approval of the G27.
15. 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.
16. Indemnification - The Successful Bidder shall hold harmless and indemnify the G27, the State University of New York and the State of New York, their officers and employees from and against any injury, damage, loss or liability to persons or property resulting from or arising out of (a) the agreement, and (b) the acts, omissions, liabilities, or obligations of the Successful Bidder, any affiliate, or any person or entity engaged by the Successful Bidder as an expert, consultant, independent contractor, subcontractor, employee or agent.
17. Liability - The Successful Bidder will be responsible for the work, direction and compensation of its employees, consultants, agents and contractors. Nothing in the resulting agreement or the performance thereof by the Successful Bidder will impose any liability or duty whatsoever on the G27 and/or the State University of New York including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.
18. Liability Insurance –Prior to the commencement of work, the Successful Bidder will provide, at its sole cost and expense, Certificates of Insurance which shall remain in force throughout the term of the agreement, or any extension thereof, from an insurance company authorized to do business in the State of New York with a combined liability insurance policy with limits no less than Three Million Dollars (\$3,000,000) per individual for bodily injury and no less than Five Million Dollars (\$5,000,000) for property damage. Such policies shall apply on a primary and not on an excess or contributing basis, and shall name each of the G27 campuses and the STATE UNIVERSITY OF NEW YORK as an additional insured (in the case of fire insurance, as its insurable interest may appear). Such policy shall designate each of the G27 campuses, as the loss payee and shall contain a provision that the G27 shall receive at least thirty (30) days' notice prior to material change, cancellation or expiration of any such policy. The certificates of such insurance should be delivered to the director of procurement at each of the Group of Twenty-Seven Campuses. Contractor will be responsible to submit updated certificates throughout the duration of the contract term. When possible please send certificates electronically or via fax. Each Certificate must include the specific Contract number and the name of the Contract Officer. Contractor is required to obtain any permits, insurance, bonds, etc., normally required for his/her business and employees.

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

19. Workers Compensation Insurance & Disability Benefits Coverage - All employees in the hire of the Successful Bidder shall be adequately and properly covered by Workers' Compensation Insurance and Disability Benefits coverage in all work concerned in and about the G27 premises. Such policies shall name the participating College/s and the State of New York as additional insured.

Y. State University of New York has the right to:

1. Reject any and all Bid Proposals received in response to this IFB in part or entirely.

2. To terminate any resulting contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, Purchase College and the G27 may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the contract.
3. Request certified audited financial statements for the past three (3) completed fiscal years and/or other appropriate supplementation including, but not limited to, interim financial statements and credit reports.
4. Request references and to contact any or all references.
5. Waive requirements or amend this IFB upon notification to all Bidders. Mandatory requirements may be eliminated if unmet by all Bidders.
6. Adjust or correct cost or cost figures with the concurrence of the Bidder if mathematical or typographical errors exist.
7. Negotiate with Bidders responding to this IFB within the requirements necessary to serve the best interests of the G27 College.
8. Purchase College on behalf of the G27 reserves the right to change any dates specified for the review and selection process.
9. Begin contract negotiations with another Bidder in order to serve the best interests of the G27, should the G27 be unsuccessful in negotiating a contract with the Successful Bidder within an acceptable time frame as determined by the G27.
10. Reject any or all portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
11. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and further to permit revisions from all Bidders determined to be susceptible to being selected for contract award, prior to award.
12. Reject and bar from the respective campus facilities any employee hired by the Contractor.
13. Termination without cause: Either party may terminate the resulting contract by giving ninety (90) days written notice to the other party.
14. Waive minor irregularities.
15. Purchase College on behalf of the G27 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, Purchase College will adjust the timetable accordingly.
16. Vendors who submit a Bid Proposal in response to the IFB may be required to give an oral presentation to representatives of the G27 and/or allow a site visit to the main or branch office. The site visit may include a demonstration of on-line inquiry access services. This shall provide an opportunity for the Vendor to clarify or elaborate on the Bid Proposal, but shall in no way change the original Bid Proposal. Purchase College on behalf of the G27 will schedule the time and location for any such site visit(s).
17. The successful vendor will be notified by Purchase College on behalf of the G27 by telephone and confirmed by letter.

18. 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.
19. Vendors may be requested to provide evidence that the award of an Agreement will not result in a conflict of interest with regard either to other work performed by the vendor or to potential conflict of interest among vendor staff.
20. Omissions, inaccuracy or misstatements may be sufficient cause for rejection of the Bid Proposal.
21. The G27 reserves the right to reject separable portions of any offer, to negotiate terms and conditions consistent with the solicitation, and to make an award for any or all remaining portions.
22. Each campus will have sovereignty over its own Agreement, i.e., customer service issues, response time, payment, etc.

PART II. DETAILED SPECIFICATIONS

This Invitation For Bids seeks to obtain qualified contractors to provide full elevator/escalator preventative maintenance, inspection and testing services to the State University of New York (SUNY) Group of Twenty-Seven Campuses.

A. Required Submittals

1. A quantity of four (4) completed and originally signed Bid Proposal Vendor Information sheets (Exhibit D).
Any vendor not bidding on all four (4) Lots, please indicate and provide the reason in the space indicated.
Note: The Bidder's response will not affect its bid on any Lot.
2. Completed Pricing Pages for each campus for the Lots being bid. (See Exhibit C, Instructions to Complete Pricing Page.) To be considered for award, Vendors must bid on all items in Lot to be responsive. Vendors must bid on all elevators for Yr 1. If a campus will be delayed in joining the contract, vendors will be paid the rate calculated after price adjustment when the campus joins the contract.
3. The Bid Price Total Recap (Exhibit E) on which the Bidder records the Bid Total cost for each campus and each Lot.
4. Samples of a proposed written Maintenance Control Program in accordance with the requirements set forth in Section 8.6 of the ASME A17.1 Safety Code for Elevators and Escalators. The samples to be provided shall include a sample for a hydraulic, geared traction, gearless traction, machine room less (MRL) and escalator. If the samples are incomplete, the bid proposal may be rejected.
5. A pdf copy of the hard copy Bid must be emailed to L@purchase.edu. This will be distributed to all participating campus representatives. Along with the pdf, there must be written certification that the forwarded pdf is an exact copy of the submitted hard copy Bid.
6. Completed forms:
 - a) Vendor Responsibility Questionnaire:
VendRep System: http://www.osc.state.ny.us/vendrep/info_vrsystem.htm
Paper forms: http://www.osc.state.ny.us/vendrep/forms_vendor.htm
 - b) Form B - Affirmation with respect to State Finance Law §§139-j and 139-k:
http://www.suny.edu/sunypp/documents.cfm?doc_id=282&CFID=8517018&CFTOKEN=3428c67e85a83ed1-C0454D55-A06C-8050-1B1596BEB9A8AD51&jsessionid=0e3033743d70faf331183386a3a43585d304
 - c) Form C - Disclosure and Certification with respect to State Finance Law §§139-j and 139-k:
http://www.suny.edu/sunypp/documents.cfm?doc_id=283&CFID=8517018&CFTOKEN=3428c67e85a83ed1-C0454D55-A06C-8050-1B1596BEB9A8AD51&jsessionid=0e3033743d70faf331183386a3a43585d304
 - d) Contractor Certification to Covered Agency (pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006), form ST-220-CA:
http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

B. Method of Award

Award will be made to the responsible low bidder on a per Lot basis. See pages 1-3 of this IFB for designation of the campuses into Lots. See the Bid Price Total Recap (Exhibit E).

C. Price Adjustments

1. First year of Contract
Prices must remain fixed for the first year of the contract.
2. After first year of Contract
Price adjustment will be allowed on: the fixed maintenance cost; the non-fixed maintenance labor rate; the non-fixed maintenance materials/parts total; standby mechanic labor rate; and overtime labor rate. Price adjustments will be determined once per year, for the period beginning the contract anniversary date.

Price adjustments will be evaluated on the basis of the Consumer Price Index (CPI) for the 12-month period ending July of the previous calendar year; specifically, the Annual Average CPI used will be Consumer Price Index-All Urban Consumers for All Items. The current link is:

http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0000SA0

No rate increase may exceed the CPI up to and including three percent (3%). No rate increase may exceed three percent (3%).

Note: For contract year 2 (01/01/2014-12/31/2014), the CPI period evaluated will be Aug 2012-Jul 2013.
For contract year 3 (01/01/2015-12/31/2015), the CPI period evaluated will be Aug 2013-Jul 2014.
For contract year 4 (01/01/2016-12/31/2016), the CPI period evaluated will be Aug 2014-Jul 2015.
For contract year 5 (01/01/2017-12/31/2017), the CPI period evaluated will be Aug 2015-Jul 2016.

3. Rate Decreases

As price adjustments are dependent upon the CPI, the contract will allow G27 to calculate a rate decrease in the event the CPI decreases. Rate decreases will be evaluated on the basis of the Consumer Price Index (CPI) for the 12-month period ending July of the previous calendar year; specifically, the Annual Average Consumer Price Index-All Urban Consumers for All Items. The current link is:

http://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0000SA0

4. For 5-Year Renewal

For 5-year Renewal, Contract rates will be adjusted according to the CPI for contract year 6 [(01/01/2018-12/31/2018), the CPI period evaluated will be Aug 2016-Jul 2017] applied to year 5 rates. No re-negotiation of bid rates will be allowed for a 5-year Renewal.

D. Scope of Services

All work under this contract shall be performed by skilled competent journeyman elevator mechanics directly employed and/or supervised by the Contractor. Elevator mechanic helpers and/or elevator mechanic apprentices may be used provided they are under direct supervision of a journeyman elevator mechanic on site at all times. Direct supervision means working under constant guidance or simultaneously with a journeyman elevator mechanic. All journeyman elevator mechanics shall have a minimum of five (5) years of experience maintaining elevators and escalators.

The work of the Contractor shall include, but not be limited to, Elevator/Escalator maintenance work as herein defined. The Contractor shall furnish and supply, but not be limited to, all labor, supervision, administration, tools, transportation, materials, and equipment necessary for the Elevator/Escalator service contract. The work shall include examination and preventive maintenance, emergency call back service, repairs due to maintenance deficiency from testing and inspection preparation and forwarding reports. All work is to be performed in accordance with New York State Building Codes including all referenced standards but not limited to the ASME A17.1 Safety Code for Elevators and Escalators.

It is the responsibility of each participating campus to engage the services of an independent third party Qualified Elevator Inspector (QEI) to inspect and certify the Elevators and Escalators in accordance with ASME 17.2 (<http://www.elevatorinspector.com/elevator-code-resources.htm>).

The Contractor shall perform all periodic tests in accordance with Section 8.11 of the ASME A17.1 code. To include but not be limited to:

1. Annual Testing: The Contractor will perform the annual testing.
2. Annual Inspections: On an annual basis, the Contractor will participate and assist the QEI in visual inspections of all elevators and escalators.
3. Testing: The QEI will witness and certify tests to be performed by Contractor of all Elevators and Escalators:
 - a) No Load test: One (1) time per year.
 - b) Full Load test: One (1) time every five (5) years.

- c) Pressure Vessel test for Hydraulic Elevators: One (1) time every three (3) years.
4. QEI shall submit an originally signed copy of the Elevator/escalator certification to the Elevator/Escalator contact at the participating G27 campus.
5. Fire Service Tests: The Contractor shall perform the annual fire service tests in conjunction with the campus personnel and witnessed by the QEI.

Miscellaneous:

- i. Failure of Contractor to familiarize itself with each separate location will not relieve Contractor from responsibilities under the resulting contract award.
- ii. Security of Contractor's material and equipment shall be the responsibility of the Contractor.
- iii. All work required as a result of maintenance deficiencies noted as a result of participating campus testing/inspections shall be complete within 30 working days of testing/inspection date. Within 3 working days of test/inspection, Contractor shall provide the participating campus representative a schedule which includes, but is not limited to, outlining the required scope of work and start and completion dates for the work.

E. Hours of Service

Normal preventive maintenance and repair work shall be performed during normal working hours (8:00 a.m. – 4:30 P.M.) and on regular working days established for the trade. The contractor will make provisions for after hours emergencies and call back services 24 hours per day, seven days per week.

Emergency call-back service shall consist of 24 hours a day, seven days a week including holidays.

After hour work inspections/testing or preventative maintenance will be scheduled with the campus. If work is scheduled during other than normal working hours necessitating the payment of premium or overtime wages by the Contractor, then the Contractor shall be responsible for the basic hourly rate which includes fringe benefits and all other related personal service costs and the campus will, upon receipt of properly documented bills, pay the actual amount of the premium portion of the billing rates.

F. Requirement for Standby Elevator Mechanic

The successful Contractor shall make available on-site standby elevator mechanics when needed by any requesting campus. The need for standby mechanics will usually be during critical times – e.g., student move in and move out periods – when immediate service attention is essential. There are certain campuses that may require standby mechanics for an indeterminate period.

Contractor shall invoice using the rate on the bid Pricing Pages, identified as cost per hour for standby service.

In the event a standby mechanic performs non fixed maintenance services, the standby mechanic rate will be paid.

G. Repair & Replacement of Parts

Provide all labor and material relative to repair or replacement of all elevators that are found to be deficient or not in compliance with the requirements of the specification, during maintenance, inspection or testing procedures. Make all repairs and replacement matching manufacturer's parts. Replacement and repair coverage shall be full and complete, and shall include the cost of all labor, supervision, materials, parts, supplies, tools, equipment, transport, permits, expenses, and all incidental items not specified, but reasonable necessary for repairing or replacing all deficient elevator components including but not limited to the following:

1. Machine and related components, including but not limited to: shafts, bearings, brake and components parts, motors, chains, pulleys, coils, contacts, linings, brushes, and holders.
2. Controller and related components, including but not limited to relays, solid state components, resistors, condensers, transformers, contacts, leads, overloads, dashpots, timing devices, computer devices and mechanical and electrical driving equipment, including all switches.

3. Motors and related components including but not limited to windings, rotating elements and bearings.
4. Handrails, guide rollers, and alignment devices.
5. Stop switches and related components.
6. Conductor cables and wiring.

All replacement components shall be original equipment manufacture (OEM) unless they are no longer available, in which case the Contractor shall notify the campus and provide after-market components at no additional costs.

H. Communications

Emergency telephones are to be tested monthly.

I. Non covered Items

Repairs determined by the participating campus to be due to vandalism, collision, acts of God, natural disasters or improper use of equipment will be paid to the contractor on a time and materials basis. These repairs must be clearly marked on all work tickets submitted to the participating campus. Prior approval by the designated participating campus representative is required. All work must be based on hourly day and premium time; material must be charged in accordance with the % mark-up cost.

J. Sign In and Sign Out Procedure

The successful bidder's elevator mechanics, helpers, and associated personnel shall sign in the vendor log book and on a separate line for each individual at the beginning of the day's work at the respective plant or scan their ID where appropriate. Then sign out in the same log book on a separate line for each individual at the end of the work day or scan their ID where appropriate. All overtime must be authorized by the participating campus representative having jurisdiction for elevator maintenance at that location and indicated on the mechanics "Daily Time Sheet" by name giving authorization.

K. Hourly Time Rates

Hourly time rates are all inclusive of travel per diem. There will be no allowance for separate travel expenses or parking.

L. Software

Contractor must maintain at no cost to the G27 any software programs or special features (for example, Code Blue). Contractor, if necessary, will secure the services of a software engineer to maintain these programs.

M. Invoicing and Payment

1. Invoice Submittal

The successful Vendor agrees to submit an individual monthly invoice for/to each participating campus for the fixed preventative maintenance. All other related charges for non-fixed maintenance services must be identified on separate invoices. The invoices shall be sent directly to the accounts payable office of each participating campus.

All invoices for payment must be itemized to include a complete description of the services performed, the elevator serviced, the service technician's complete name, time of arrival and departure, and any materials and parts used.

The Contractor shall submit invoices with the following contract pricing categories in order to verify charges:

Monthly fixed maintenance

Labor for non-contract work
Parts markup percentage
Full time Elevator Mechanic hourly rate
Standby Mechanic hourly rate

If the services performed were determined to be from vandalism, misuse or any other cause, this must be stated as a part of the description on the invoice. In invoicing for parts and materials, the Contractor must indicate the markup percentage for parts and materials. This percentage must not exceed the percentage bid on the Pricing Pages. Also, Contractor must provide documentation of the actual costs paid by the contractor for parts and materials at the time of billing.

Each invoice shall be accompanied by a copy or carbon of the applicable Time Tickets (See page 16-17, under O. Required Records, #3 Time Tickets), that show both the Contractor's elevator mechanic and the Campus signatures.

All regular fixed maintenance is to be billed on a monthly basis.
All time and material are to be billed on a monthly basis.

2. Rates Charged

It will be the responsibility of the Contractor to submit its invoices with the correct participating G27 campus contract rates.

Each participating G27 campus procurement office will provide its accounts payable office with its respective contract rates:

Monthly fixed maintenance
Labor for non-contract work
Parts markup percentage
Full time Elevator Mechanic hourly rate
Standby Mechanic hourly rate

It will be the responsibility of the G27 participating campus accounts payable office to compare the Contractor submitted invoice rates with the current contract rates. If there is a discrepancy in rates, the respective accounts payable office will not process payment until a proper invoice is submitted.

3. Payment

Payments will be made monthly net 30 days after date of receipt of invoice by appropriate person at the participating campus.

N. Response Time

1. Within one (1) hour after receipt of request for any stalled elevator containing trapped passengers or any elevator designated as being essential or critical.

Types of emergencies requiring fast track response time:

- Person(s) trapped in an elevator.
- Elevator moving without car doors fully closed.
- Elevator doors open on any floor without the elevator at that level.
- Any elevator condition or situation that, if not corrected promptly, could lead to serious injury or damage to College equipment.

Each participating campus will designate an authorized person to place service and emergency calls.

2. Within the first two (2) regular hours of the next work day for non-emergency, routine service calls.
3. Standby Mechanic: no longer than ten (10) minutes.
4. Emergency Call-Back Service: shall not exceed two (2) hours from notification by the campus with the exception of an entrapment, essential or critical elevators, whereby the Contractor shall respond within one (1) hour from notification.

5. Placement of services calls and emergency calls: Each participating campus will designate authorized personnel to place service calls and emergency calls.

O. Required Records

1. Maintenance Control Program

Contractor shall provide a Maintenance control program in accordance with ASME A17.1 Code.

2. Records in the Elevator Machine Room

The Contractor shall provide and keep current service records, in accordance with the Maintenance Control Program, that will be posted in each machine room for each of the elevators/escalators. Bidder will include with its bid an example of the type and size of the proposed Elevator/Escalator Maintenance Control Program. Each record entry shall include the following information:

- a) site location;
- b) identification of elevator;
- c) date and time of service;
- d) description of the repair/service performed;
- e) statement of the status of the service and maintenance work performed;
- f) name of the Contractor's technician who performed the service;
- g) signature of the Contractor's technician who performed the service.

3. Time Tickets

Time tickets for each requested repair and preventative maintenance shall be provided by the Contractor. Signed copies of all work time tickets shall be submitted to the participating campus Elevator Service Representative on a daily basis (unless otherwise agreed to, on a monthly basis) for all work performed. Time tickets must include and provide evidence that requested service, periodic maintenance, and permanent minimum manpower commitments are being properly provided by successful bidder.

Each time ticket shall include:

- a) name and address of Contractor;
- b) name of Contractor's employee in charge of the work;
- c) site location of elevator/escalator serviced;
- d) identification of elevator/escalator serviced;
- e) date and time (begin-end) of service;
- f) description of what type of service: preventative maintenance; non-contract repair; callback service covered under contract; vandalism calls/callback, etc.
- g) description of the repair/service performed;
- h) statement of the status of the service and maintenance work performed;
- i) name of Contractor's technician who performed the work;
- j) signature of Contractor's technician who performed the work;

4. Semi Annual Fitness and Evaluation Reports

In addition, each respective G27 campus shall be provided with written semi-annual elevator fitness and evaluation reports including recommendations for immediate and future repair/replacement of parts affecting overall service and safety as well as Elevator cab appearance. The successful bidder shall maintain and make available to the G27, complete, orderly and chronological file, including drawings, parts lists, wiring diagrams, log of callbacks and repair services to each elevator and escalator. Maintenance Audits will be conducted annually by the campus elevator representative. All deficiencies will be forwarded to the Contractor, and must be corrected within a 30-day period from the date of written notification.

5. Up-to-date Wiring Diagrams

The Contractor shall maintain updated wiring diagrams for each elevator and escalator; these shall be made available to the G27 upon request and at no charge to the G27. The successful bidder shall have in their

possession at all times, the necessary wiring diagrams needed in performance of service to each elevator and escalator. All wiring diagram shall remain the property of the campus.

6. All Inclusive Listing of Services Performed

On a monthly basis, Contractor is to submit to each participating campus, an ongoing, historical listing of records of all service performed on each Elevator and Escalator. This supplements the Elevator/Escalator Machine Room Log Book.

7. Diagnostic Tools

All diagnostic tools for motor drives and control systems shall remain the property of the campus.

8. Lights

Burned out lamps in hall lanterns, push buttons, car and corridor position indicators, direction stations, lobby video monitors, and other signal fixtures shall be supplied and installed by the Contractor. Burned out lighting fixture lamps in elevator cars, machine rooms and pits shall be supplied and installed by the Contractor.

P. Schematics

Schematics, if existing, will remain the property of the G27 campuses and are not to be removed from the premises. Successful bidder will obtain these from the current contractor, and if not in existence, obtain from the manufacturer at the Successful Bidder's expense. At the time of successful bidder's acquisition of these schematics (drawings, blueprints, etc.), these shall become the property of the respective G27 campus. Where schematics are not available, vendors will obtain from them manufacturer on behalf of the G27 campuses and will be reimbursed only for the cost of the schematic including shipping, where applicable. No profit, overhead, etc., will be reimbursed.

Q. Routine Preventative Maintenance & Inspections

Routine maintenance and inspections unless otherwise noted in ASME 17.2 guideline, shall examine, adjust, lubricate and cleaning of equipment, including but not limited to the following:

1. Lubrication – All parts of the machinery and equipment requiring lubrication shall be lubricated at regular periodic intervals as required to prevent damage to any moving component.
2. Adjustment – All parts of the machinery and equipment requiring adjustment shall be adjusted at regular periodic intervals to ensure compliance with the requirements of code and specification and the originally designed performance standards.
3. Cleaning – The interior of the elevator/escalator and its components shall be periodically cleaned to prevent an accumulation of lubricants, lint, dirt, refuse and other contaminants.
4. Functional Performance – The correct function and physical condition of all operating and safety devices shall be periodically checked to ensure compliance with the requirements of the code and specification.

R. General Preventative Maintenance

1. The Contractor shall examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment. All parts and components beyond the scope of this contract may be billed to the G27 in accordance with proposal at cost plus a percent of markup:
 - a) Entire machine, including housing, drive sheave, drive sheave shaft bearings, brake and brake assembly and component parts.
 - b) Motors including auxiliary rotating systems, motor windings, rotating elements, couplings and bearings.
 - c) All sheaves.
 - d) Controller: all components including all relay, coils, contacts, solid state components resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.
 - e) Selector: all components including selector drive tape, wire or cable, hoistway vanes, magnets, inductors and all other mechanical and electrical drive components.

- f) Motor and motor generator brushes and brush holders. Turning-undercutting commutators.
 - g) Hoistway door interlocks or locks and contacts: hoistway door hangers and tracks, sirators, bottom door gibs, cams, rollers, and auxiliary door closing devices for power operated doors. Chains, tracks, cams, interlocks, sheaves for vertical biparting doors.
 - h) Hoistway limit switches, slowdown switches, leveling switches and associated arms and vanes.
 - i) Guide shoes including rollers or replaceable gibs.
 - j) Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical biparting doors.
 - k) Traveling Cables.
 - l) Elevator control wiring in hoistway and machine room.
 - m) Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies, and adjustment to comply with related car speed.
 - n) Car and counterweight safety mechanism and load weighing equipment.
 - o) Hoist cables, governor cables, compensating cables and compensating chains, including adjustment of tension on all hoist ropes. Based on A17.2 criteria.
 - p) Buffers. Including code required buffer test.
 - q) Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.
2. The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and gibs and required to insure smooth and satisfactory operation. All moving and static parts shall be kept clean and free dirt.
 3. The Contractor shall also examine, and make necessary adjustments or repair to the following accessory equipment, including relamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic director station, electric door operators, intercom systems, interlocks, door hangers, safety edges.
 4. All replacement parts shall be new and specifically designed for the elevators on which they are to be used.
 5. The Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.
 6. The Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer.
 7. The Contractor shall be maintain all elevator equipment in hoistways, pits, machine rooms, and pits and assigned elevator Contractor work space in a clean orderly condition, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean and free of oil. All waste oil disposal shall be the responsibility of the Contractor and shall be disposed of by the contractor in accordance with all Local, State and Federal rules and regulations. Waste oil shall be disposed of on a weekly basis.
 8. The Contractor shall be responsible for notifying the G27's Elevator Service Representative (in writing) of the existence or development of any defects in, or repairs required to, the elevator equipment. The Contractor shall furnish a written estimate of the cost to correct any such defects or make the required repairs.
 9. The Contractor shall be responsible for giving immediate notice to the G27 Elevator Service Representative of any condition which he discovers that may present a hazard to either the equipment or passengers.
 10. The Contractor shall schedule with the campus any preventative maintenance work which requires the shut down of an elevator.

S. Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing by the participating campus Elevator Service Representative as hereinafter provided. The Contractor shall submit any proposed change to the participating campus Elevator Service Representative for approval. This submission shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall at its own cost and expense, have obtained comments from the original equipment manufacturer concerning the

overall effect of such changes on the system. If changes are made, Contractor shall provide the participating campus Elevator Service Representative with drawings showing detailed modifications.

T. Electric Elevator Maintenance service

The contractor shall maintain and repair the electric elevator equipment according to the following schedule:

1. Machine, worm, gear, thrust, bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings, and component parts.
2. Motor and motor generator, motor windings, rotating elements, commutator, brushes, brush holders, stator and bearings.
3. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all drive control components.
4. Controller, selector and dispatching equipment, all relays, solid state software and components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer and micro computer devices and chips, steel selector cable or tape and mechanical/electrical driving equipment.
5. Governor, governor sheave and shaft assembly, bearings, contacts, governor jaws and switches.
6. Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs, leveling switches and associate cams and vanes, electronic components and steel tape assemblies, car and counterweight 2:1 sheaves.
7. Hoist-way door interlocks and hangers, bottom door guides and auxiliary door closing devices.
8. Automatic power operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car sling, car safety mechanism, platform sub-flooring in the elevator car.
9. Fixture contacts, push buttons, key switches, locks, lamps and sockets of button station (car and hall) lanterns, interior cab fans, position indicators (car and hall), direction indicators, revamp signal equipment including hall lanterns, position indicators, car and hall stations, traffic directory stations, lobby indicator panels, alarm bells and intercommunication systems for elevators.
10. Replace all wire ropes and shackles as often as is necessary to maintain an adequate factor for safety, equalize the tension on all hoisting, compensation and governor ropes, replace ropes that show condition of rouge rust build up, repair or replace conductor cables in hoistway and machine room elevator wiring. The criteria for rope replacement shall be as defined in the safety code for elevators and escalators (ASME-A17.1) and inspector's manual for electric elevators (ASME-A17.2.1). Refer to special requirements in the elevator code for elevators with wire ropes and winding drum machines that are not considered "electric elevators".
11. Furnish lubricants compounded to the manufacturer's rigid specifications.
12. Replace bulb, batteries, trickle charger and related wiring and components.
13. Repair or replace intercom system, master stations, speakers, latch-in system, emergency batteries, wiring and components. (Only those systems and device directly related to elevator communications).
14. Fire emergency operation and elevator operating devices.
15. Emergency power operation and elevator operating devices.

U. Hydraulic Elevator Maintenance Service

The contractor shall maintain and repair the hydraulic elevator equipment according to the following schedule:

1. Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping, hydraulic fluid tanks, exposed cylinders and plungers.
2. Controller, leveling devices and cams, all relays, magnet frames, solid state components, resistor, condensers, transformers, contacts, leads, timing devices, resistance for operating and motor circuits, operating circuit rectifiers.
3. Hoist-way door interlocks, hoist way door hangers, bottom door guides, auxiliary door closing device and hoist-way switches.
4. Automatic power operated door opener, car door opener, car door contact, door protective device, car frame, platform, and wood platform sub-flooring in the elevator car, car guide shoes, gibs or rollers.
5. Filters, mufflers, and muffler components.
6. Repair or replace conductor cables, elevator hoistway wiring and machine room elevator wiring.
7. Furnish lubricants and hydraulic fluid compounded to the manufacturer's rigid specifications.

8. Conduct yearly analysis of hydraulic fluid to detect contaminants and assure proper viscosity and make necessary corrections and replace fluid as required.
9. Clean and eliminate fluid leakage from pump pans, cylinder heads, machine room and pit floors.
10. Furnish lubricants compounded to the manufacturer's rigid specifications.
11. Replace bulbs, batteries, trickle charger and related wiring and components.
12. Repair or replace intercom system, master stations, speakers, latch-in system, emergency batteries, wiring and components. (Only those systems and devices directly related to elevator communication).
13. Fire emergency operation and elevator operating devices.
14. Emergency power operation and elevator operating devices

V. Escalator Service (lubricated, cleaned, adjusted and replaced)

The Contractor shall maintain and repair the escalator equipment according to the following schedule:

1. Machine, worm, gear, external gearing, drive chain, thrust bearings, main bearings, brake pulley and coil, linings and component parts.
2. Motor and motor windings, rotating elements and bearings.
3. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers, and operating rectifiers.
4. Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, step and step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks.
5. Upper drive, upper drive bearings, tension sprocket bearing, upper newel bearings, lower newel bearings.
6. All balustrade, deck, skirt and trim fasteners (screws, clips, etc.).

W. Future Coverage

No future additional elevators, i.e., elevators neither currently listed nor estimated, may be added to the contract coverage. However, campuses may negotiate a rate a pay for service outside of the contract using its SUNY flexibility authority.

X. Temporary Suspension of Service for Elevators Being Replaced or Upgraded

In the event any participating campus has a capital elevator replacement project or major modification services, Contractor shall agree to remove from maintenance any machine designated to be replaced on the date the unit is to be taken out of service. Contractor will resume maintenance after the warrantee period has expired.

Y. Sanitary Facilities

The Contractor will be permitted to use existing toilet facilities, provided the facilities are not misused, defaced or dirtied unnecessarily. If any individual participating campus deems that the existing facilities have been subject to misuse, the Contractor shall be informed and caused to install and be responsible for maintaining its own temporary sanitary facilities subject to the individual campus' restrictions. The Contractor shall also be held responsible for the repair of any damage to said existing facilities.

Z. Contract Changes

Changes to the resulting Contract/s must be made by amendment, signed by each party, and approved by the Office of the State Comptroller. This includes rate changes and changes to the Contract terms. Verbal approvals for changes in Contract rates and terms are not binding.

AA. Liquidated Damages

If the Contractor fails to complete services in accordance with specifications or within the times specified, the Contractor hereby agrees that, because of the immeasurability of the damages the G27 would suffer because of such a breach the below provisions will determine the Contractor's liability, not as a penalty, but as liquidated damages. For each of the following five liquidated damages clauses, any liquidated damages assessed for a specific month, will be deducted from the next monthly invoice.

1. Liquidated Damages For Failure To Respond To Callbacks Service

If the Contractor fails to timely respond to callback service as required in this IFB or the resulting contract/s, deductions will be made, from the next monthly invoice, at a rate of \$100.00, per incident, to compensate the participating campus for the loss of use of the elevator and the inconvenience created. Any additional costs incurred by the participating campus as a result of contacting and acquiring the services of an alternate elevator maintenance company, due to the failure of the Contractor to timely respond to callback service, will also be deducted from the monthly invoice.

The campus representative will notify the Contractor of failure to respond to a request for callback service and will deduct the appropriate withholding amount from the next monthly invoice. For example, if the Contractor failed to respond for callback service on three (3) separate occasions during one month, then the campus would withhold \$300 of liquidated damages on the next monthly invoice.

2. Liquidated Damages For Failure To Maintain And/Or Provide Spare Parts

If the Contractor fails to provide any of the parts covered in this IFB or the resulting contract/s within 24 hours of establishment of need for such parts, the participating campus will deduct the daily rate from the monthly invoice for every day until the parts are received, to compensate the participating campus for the loss of use of the elevator/escalator and the inconvenience created. The daily rate shall be calculated by dividing the number of working days in the respective month into the monthly price and multiplying the result by a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of use at the participating campus and the denominator of which shall be the number of elevators, escalators or other equipment at the participating campus covered by the contract. The campus representative will notify the Contractor of any failure to provide parts and will deduct the appropriate withholding amount from the next monthly invoice(s). For this purpose, parts shall be considered those parts needed for "normal wear and tear" or "small" parts. The campus representative shall make the final determination.

3. Liquidated Damages For Failure To Provide Required Preventative Maintenance

If the Contractor fails to timely complete required preventative maintenance in accordance with this IFB, the resulting contract/s, the Contractor's proposal and the applicable manufacturer's preventative maintenance recommendations, the participating campus will deduct two (2) times the daily rate from the monthly invoice, to compensate the participating campus for the diminution of services, for each and every day until such time that the work is complete and accepted by the campus representative. The daily rate shall be calculated by dividing the number of working days in the respective month into the monthly price and multiplying the result by a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of services at the participating campus and the denominator of which shall be the number of elevators, escalators or other equipment at the participating campus covered by the contract. The campus representative will notify the Contractor of any failure to provide required preventative maintenance and will deduct the appropriate withholding amount from the next monthly invoice.

4. Liquidated Damages For Failure To Complete Maintenance Deficiencies As Cited By The State Approved Elevator Inspector

If the Contractor fails to timely correct maintenance deficiencies as defined by the participating campus' Elevator Inspector/Inspection Report, by the sooner of the time periods set forth in the participating campus' Elevator Inspector/Inspection Report or 30 days from inspection, the participating campus will deduct two (2) times the daily rate from the monthly invoice, to compensate the participating campus for the diminution of services, for each and every day until such time that the work is complete and accepted by the campus representative. The daily rate shall be calculated by dividing the number of working days in the respective month into the monthly price and multiplying the result by a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of services at the participating campus and the denominator of which shall be the number of elevators, escalators or other equipment at the participating campus covered by the contract. The campus representative will notify the Contractor of any failure to complete maintenance deficiencies and will deduct the appropriate withholding amount from the next monthly invoice.

5. Liquidated Damages For Unscheduled Elevator Down-Time

Elevators/escalators cannot experience unscheduled down-time of more than 72 Facility business operating hours per contract year per elevator/escalator unless the Contractor's failure to place elevators/escalators back into service arises out of causes beyond the Contractor's control and without the fault or negligence of the Contractor (i.e. acts of God, the public enemy, fires, floods, freight embargoes, regulated utilities delays, etc.). If elevators/escalators are down longer than the acceptable amount of time specified above, the below formula will determine the Contractor's liability therefore, not as a penalty, but as liquidated damages.

The Contractor's liability for such liquidated damages shall be the product of three factors: (i) the yearly contract costs; times (ii) a fraction, the numerator of which shall be the number of elevators, escalators or other equipment subject to diminution of use at the premises and the denominator of which shall be the number of elevators, escalators or other equipment at the premises covered by the contract; times (iii) a fraction, the numerator of which shall be the number of days of unscheduled down time and the denominator of which shall be the number of days in the year excluding weekends, and New York state designated holidays. Down time of less than four hours shall not be charged against the Contractor; and down time of four hours or more shall be counted as a full day. "Yearly contract cost" as used shall mean the fixed maintenance cost payable by the Agency for the year in which said damages are sustained, including any escalations from prior years, but shall not include extra charges properly billed by the Contractor under this Agreement. If such damages occur in a period that is partly in one contract year and partly in another, the damages assessable in each such year shall be separately computed using the appropriate yearly contract cost for such each portion.

This liquidated damages clause shall be in addition to all other liquidated damages clauses in this Invitation for Bids once elevators/escalators experience unscheduled down-time of more than 72 Facility business operating hours per year per elevator/escalator. Unscheduled down-time means the length of time that an elevator/escalator is out-of-service for reasons other than the down-time previously scheduled by the Contractor and agreed to by the campus (e.g. time for tests or inspections). The length of time that an elevator/escalator is out-of-service shall be measured by the campus; beginning at such time the participating campus notifies the Contractor that the elevator is out-of-out-of-service or that an unsafe condition exists and ending at such time the elevator is safely placed back into service.

AB. Protection of Property

The Successful Vendor shall at all times guard against damage or loss to the property of the SUNY campus or of others or vendors and shall be held responsible for replacing or repairing any such loss or damage. The Successful Vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

AC. Right of Inspection

Participating campuses shall have the right to inspect the material/parts/goods at delivery before accepting them.

AD. Performance Conferences and Reports

At the end of each ninety (90) day period the Vendor shall meet with the designated campus representative to review performance and schedule major repairs contemplated during the next ninety (90) day period. The Vendor shall submit written performance reports at the end of each ninety (90) day period. Please provide example of such logs that your company may have employed. Contractor shall provide a semi-annual PM report, fitness report, and an annual overall maintenance evaluation report.

AE. Formal/Informal Training

The Vendor will provide formal/informal emergency training, as necessary, so that campus personnel understand the operation and diagnostic procedures to assist in emergencies involving entrapments and other critical scenarios.

AF. Subcontracting Routine Maintenance

The successful Vendor will not subcontract in lieu of providing the required supervision and expertise. Comprehensive routine maintenance should protect against most mechanical failures. Any failures that are covered within the scope of this agreement must be repaired without any delays. The covered equipment must be returned to operational duty as good repair maintenance dictates. If so, directed by the G27 campus, around the clock service must be provided to return a failed piece of equipment to optimum condition. The terms of this specification are for full supervision of the repair and maintenance of the listed equipment. Sufficient manpower must be provided so that other preventive maintenance tasks are not neglected or postponed.

AG. Parts Engineering Services

The successful bidder may, if necessary, provide Engineering Services when a part needed to repair an elevator or escalator is no longer manufactured by the original provider, after market supplier, or remanufacturer. Such parts may need to be fabricated in a shop and can be considered as subcontractor to the successful bidder. The total number of hours shall be inclusive of: per diem, development of drawing, auto CAD operator, designers, principles, miscellaneous, etc. *No Mark-up is allowed on Engineering Services.

AH. Qualifications

To be considered for award, the bidder must have been in the business of providing elevator maintenance, repair, inspection, and testing services for a minimum of five (5) years.

PART III. EXHIBITS

Pages 28-33:

Exhibit A Standard Contract Clauses, State University of New York
Exhibit A-1 Affirmative Action Clauses, State University of New York

See attached spreadsheet for:

Exhibit B Schedule of Site Inspections
Exhibit C Instructions to Bidders to Complete Pricing Page
Exhibit D Bid Proposal Vendor Information
Exhibit E Bid Price Total Recap

Key to Pricing Page codes

Pricing Page There is a separate Pricing Page for each participating campus.

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

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

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

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

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

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

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

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

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

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by SUNY of any SUNY-approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered it to SUNY a non-collusive bidding certification on Contractor's behalf.

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

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as SUNY and its representatives and entities involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue

within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State University of New York is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the State University of New York contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(1) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

(b) Contractor will include the provisions of "1", "2" and "3", above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a Contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by

registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.

The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certification, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MacBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that Contractor and any individual or legal entity in which the Contractor holds a ten percent or greater ownership interest and any individual or legal entity that holds a ten percent or greater ownership interest in the Contractor either (a) have no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165(5) of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl St., 7th Floor
Albany, NY 12245
Tel: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS

PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of

1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the NYS Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

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

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

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee

compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

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

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if SUNY determines that such action is in the best interests of the State.

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

27. 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.

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

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

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

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

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

SUBCONTRACT herein referred to as "Subcontract", shall mean any agreement providing for a total expenditure in excess of \$25,000 for construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a Contractor and any individual, partnership, corporation, or not-for-profit corporation, in which a portion of a Contractor's obligation under a State Contract is undertaken or assumed, but shall not include any construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon for the beneficial use of Contractor.

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

thousand dollars (\$3,500,000), as adjusted annually on the first of January for inflation according to the consumer price index of the previous year; and (f) an enterprise that is a small business pursuant to subdivision twenty of this section.

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

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

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

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

status subsequent to verification that the business enterprise is owned, operated, and controlled by minority group members or women, and that also meets the financial requirements set forth in the regulations.

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

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

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

(c) As part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding State Contract, shall agree to the following in the performance of the State Contract: (i) The Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State Contracts; (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the State Contract, all qualified applicants will be afforded equal employment opportunities without discrimination; (iii) At the request of the University the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Whether Contractor has apprentice training programs approved by the N.Y.S.

Department of Labor which provides for training and hiring of minority group members and women.

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

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

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

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

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

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

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

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

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

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

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

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

determine expected levels of participation for minority group members and women on State Contracts.

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

(b) GOALS FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES PARTICIPATION. For all State Contracts in excess of \$25,000.00 whereby the University is committed to expend or does expend funds in return for labor, services including but not limited to legal, financial and other professional services, supplies, equipment, materials or a 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 twenty percent (20%) for Certified Minority-Owned Business Enterprises and twenty percent (20%) for Certified Women-Owned Business Enterprises.

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

7. DAMAGES FOR NON COMPLIANCE.

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

intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to 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.