



Invitation for Bids (IFB)

August 11, 2016

*Project No. 05338 –
Rockefeller Arts Center Signage*



Deadline for Submissions:
Thursday, September 1, 2016 @ 3:00 PM

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The State University of New York at Fredonia (“Fredonia”) will receive sealed Proposals for their IFB (Invitation for Bids) procurement of signage for Project No. 05338 Titled Rockefeller Arts Center Signage until 3:00 PM Local Time September 1, 2016. Sealed proposals should be submitted to the Office of Facilities Planning and be hand delivered to their office located at 140 Hendrix Hall on the Fredonia campus OR mailed to their office using the following address: The State University of New York at Fredonia, Office of Facilities Planning, 280 Central Avenue, Fredonia, NY 14063 and must be received by such time where they will then be publicly opened and read out loud. If mailing a bid, please do not use 140 Hendrix Hall, as it may be delivered to the dormitory side of the building and delivery unnecessarily delayed): *Fredonia assumes no responsibility for late or misdirected submittals in the specified location after the due date and time. Reliance upon the U.S. Postal Service, FedEx, UPS or other couriers is at contractors own risk with respect to the timely delivery of responses to this solicitation. Additionally, while Bid Proposals may be signed for by the Campus' Mail and/or Central Receiving Operations personnel prior to the due date and time, this does not guarantee that the Office of Facilities Planning will receive the Bid Proposal by the due date and time. No Bid Proposal will be considered that is not physically received in the Office of Facilities Planning by the Bid Proposal due date and time. Electronically transmitted Bid Proposals in lieu of the required originals will NOT be accepted.*

INTENT OF PROCUREMENT: To provide and install signage at the Rockefeller Arts Center Addition and existing building renovation space according to the specifications of the IFB.

To obtain a copy of the IFB, submit an email to Facilities.Planning@fredonia.edu, SUBJ: IFB PROJECT 05338 RAC Signage. Include company name and address, contact name and title, along with an email address (if different than requester), and phone and fax numbers. Upon receipt, you will be added to the IFB holders list and will be forwarded a link to the website containing the IFB and all related documents and forms. If you have not received this link within 24 hours (1 full business day) of requesting the documents, it is your responsibility to confirm it is not in your spam folder and in the event it is not, it is also your responsibility to follow-up by contacting the Office of Facilities Planning at (716) 673-3722. Once your request has been submitted, please check your spam folder regularly to ensure that all communications are being received from the Facilities.Planning@fredonia.edu email.

All prospective bidders must obtain official bid documents from The State University of New York Fredonia. This will allow for inclusion on the project's IFB Holders List and will ensure direct receipt of any Addenda and/or Clarifications that may be issued. Bids submitted by contractors who have obtained bid forms in any other manner will be considered informal. Once your request has been submitted, please check your spam folder regularly to ensure that all communications are being received from the Facilities Planning email: Facilities.Planning@fredonia.edu.

It is the policy of the State of New York and the State University of New York to encourage minority and women-owned business enterprise participation in this project by contractors, subcontractors, and suppliers and all bidders are expected to cooperate in implementing this policy. MWBE Contract Goals are 15% MBE and 15% WBE. EEO Contract Goals are 10% Minority Labor Force Participation and 10% Female Labor Force Participation.

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

Pursuant to State Finance Law §§139-j & 139-k, this solicitation for **Project 05338** includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/Bidder is restricted from making contacts from the earliest notice of intent to solicit proposals through final award and approval of the Procurement Contract by The State University of New York Fredonia and, if applicable, the Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). **Designated Staff is identified as follows:**

- Solicitation Questions: Gretchen Fronczak, Capital Project Assistant at Facilities Planning; Phone: (716) 673-3722; Email: Gretchen.Fronczak@fredonia.edu
- Contractual Questions: Shannon Moore, Director of Contract Services, University Services; Phone: (716) 673-4998; Email: Shannon.Moore@fredonia.edu
- Technical Questions (Project Manager): Markus Kessler, Director of Facilities Planning; Phone: (716) 673-3722; Email: Markus.Kessler@fredonia.edu

Fredonia employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4 year period, the Offerer/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found http://www.suny.edu/sunypp/documents.cfm?doc_id=430.

SUMMARY INFORMATION FORM

THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE

IFB #: 05338	IFB Title: Rockefeller Arts Center Signage	IFB Release Date: August 11, 2016
Key Events		
Questions / Requests for clarification accepted until		Wednesday, August 24, 2016 @ 4:00 PM
Response to questions / requests for clarifications issued		Monday, August 29, 2016
Pre-Bid Conference (if applicable)		Not Applicable
Site Visit (if applicable)		Not Applicable
Letter of Intent to Submit a Bid Requested by		August 18, 2016
Proposal Due Date and Time		Thursday, September 1, 2016 @ 3:00 P.M.
Anticipated Notification of Award by		September 2016
Anticipated Contract Start Date		October 2016
Anticipated Term Length of Contract		Completion By January 31, 2017
<i>SUNY reserves the right, in its sole discretion, to modify the above schedule. Bidders will be notified via email of any changes in a timely manner.</i>		
Designated Contact Information		
<u>Primary Contact:</u> Gretchen Fronczak, Capital Project Assistant State University of New York at Fredonia Facilities Planning 280 Central Avenue Fredonia, NY 14063 Phone: (716) 673-3722 / Fax: 716) 673-3103 Email: Gretchen.Fronczak@fredonia.edu	<u>Secondary Contact:</u> Markus Kessler, Director of Facilities Planning State University of New York at Fredonia Facilities Planning 280 Central Avenue Fredonia, NY 14063 Phone: (716) 673-3722 / Fax: 716) 673-3103 Email: Markus.Kessler@fredonia.edu	<u>Other Contact:</u> Shannon Moore, Director of Contract Services State University of New York at Fredonia University Services 406 Maytum Hall Fredonia, NY 14063 Phone: (716) 673-4998 / Fax: (716) 673-4977 Email: Shannon.Moore@fredonia.edu
Restricted Period		
In accordance with the requirements of New York State Finance Law Sections 139-j & 139-k ("Lobbying Law"), the restricted period for this procurement is now in effect. Therefore, all communications regarding this procurement must be handled through The State University of New York at Fredonia's designated contacts only.		
Bidder Information		
Legal Business Name of Company Bidding:		Bidder's Federal Tax Identification No.:
D/B/A – Doing Business As (if applicable):		NYS Vendor ID Number (See Exhibit B, Section 16):
Street Address:	City/State:	Zip Code:
If applicable, place an "x" in the appropriate box: <i>(check all that apply)</i> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Small Business (if checked, provide # of employees ____) <input type="checkbox"/> Minority Owned Business (NYS Certified) </div> <div> <input type="checkbox"/> Disabled Veteran Owned Business <input type="checkbox"/> Women Owned Business (NYS Certified) </div> </div>		
If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> We are unable to bid at this time because:		
Bidder's Signature:		Title:
Printed Name:		Date:

THIS PAGE MUST BE SIGNED AND RETURNED WITH BIDDER'S RESPONSE

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Section 1: OVERVIEW / GENERAL REQUIREMENTS

1.1 Introduction

The State University of New York at Fredonia (“Fredonia”) is requesting bids for building signage per the SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS.

This Invitation for Bid (IFB) outlines the terms and conditions, and includes all applicable information required for submitting a bid. To ensure compliance with the IFB requirements, and to prevent disqualification, Bidders must follow all instructions in “Section 5: Bid Submission Requirements.”

This IFB is organized in to eleven (11) sections:

Section 1: Overview / General Requirements

Section 2: Scope of Services & Technical Specifications

Section 3: Bidder Qualifications

Section 4: Method of Award

Section 5: Bid Submission Requirements

Section 6: General Information

Section 7: General Terms and Conditions

Section 8: Pricing Sheets

Section 9: Notary Acknowledgement

Section 10: Attachments

Bid Submission Checklist; Procurement Lobbying Act Certification; Non-Collusive Bidding Certification; Letter of Intent to Submit a Bid; Encouraging Use of New York State Business in Contract Performance; Technical Specifications, Associated Drawings, & related Sign Message Schedule

Section 11: NYS Standard Terms and Conditions and Required Procurement Documents
SUNY Exhibits A and A-1; Public Officers Law Form XIII; NYS Dept. of Taxation & Finance Forms ST-220-CA & ST-220-TD; Vendor Responsibility Documentation; NYS Substitute Form W-9; SUNY MWBE Forms 104, 107, & 108.

1.2 Contract Term

Commencing upon contract approval, the contract shall be completed by January 31, 2017. The final schedule is to be determined in coordination with the University. The State University of New York at Fredonia shall have the right to terminate the contract early in accordance with the terms and conditions outlined herein in “Section 1.4, Contract Termination” and “Section 7.31, Termination.”

1.3 Escalation Clause

The delivered pricing quoted by the Contractor awarded this purchase resulting from this IFB shall remain fixed with no escalation permitted.

1.4 Contract Termination

Unless modified as provided herein, the purchase resulting from this IFB shall begin after contract approval (Anticipated in October 2016). The State University of New York at Fredonia shall have the right to terminate this contract for (i) unavailability of funds; (ii) cause; or (iii) convenience, provided that The State University of New York at Fredonia has given 30 days written notice to the Contractor. The State University of New York at Fredonia may only invoke its right to terminate for convenience, provided that The State University of New York at Fredonia has given written notice to the Contractor no later than thirty (30) days or more prior to the date of termination. (See also termination provisions under "Section 7.31, Termination.")

1.5 Contractor's Primary Contact

The Contractor shall, within ten (10) business days after the award of the contract, submit a written notification to the University identifying the name, title, address, and telephone number of one (1) individual within its organization who will service as the duly authorized representative to whom all correspondence, official notices and requests related to the Contractor's performance under the contract shall be addressed. The Contractor shall have the right to change or substitute the name of the individual described above as deemed necessary, provided the University is notified immediately.

The Contractor shall coordinate its activities in the performance of the contract with the University's Facilities Planning and University Services departments, as required. The Contractor and Facilities Planning Department will discuss scheduling and other matters covered by the purchase throughout the purchase period.

1.6 Invoicing Requirements

The Contractor must submit a proper invoice to the Office of Facilities Planning at The State University of New York at Fredonia, as instructed below, at the completion of each phase. Payment will be based on any invoice used in the Contractor's normal course of business. However, each invoice must identify the material and labor costs separately on invoice and the total amount due by the Contractor. All prices shall be as represented on the Pricing Sheets in Section 8 of this IFB. **The University shall not be liable for any additional charges unless specifically agreed to by the Office of University Services.**

Payment will be processed after receipt of conforming services and a proper invoice, and approval of the invoice by University Services or Facilities Planning designee. Submit invoice to:

**The State University of New York at Fredonia
Office of Facilities Planning
280 Central Avenue
Fredonia, NY 14063**

1.7 Retention of Records

The Contractor awarded the contract resulting from this IFB shall retain and maintain all records and documents relating to this purchase for three (3) years after final payment by the University hereunder or any applicable statute of limitation, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of New York, the State University of New York, The State University of New York at Fredonia, and the Office of University Services, at all reasonable times.

1.8 Notices

Notice under the contract resulting from this IFB shall be in writing and shall be considered effective upon personal delivery to the individual listed below or five (5) calendar days after deposit in any U.S. Mailbox, first class and addressed to the other party as follows:

For The State University of New York at Fredonia:

Shannon Moore, Director of Contract Services
Office of University Services
The State University of New York at Fredonia
406 Maytum Hall
Fredonia, New York 14063

For Contractor: (Please complete the following)

Name and Title

Department

Company Name

Street

City State Zip

Phone Fax Email

Section 2: SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

2.1 Summary of Services

Labor, materials, equipment, and services to provide and install the Rockefeller Arts Center Signage per the technical specifications and associated drawings.

Equals and/or Substitutions: Changes in materials and methods of construction required by the contract documents will not be considered for this project.

2.2 Technical Specifications

See Section 10 Attachments for the following items:

- Technical Specification “Section 10 14 40 Signage and Wayfinding” (10 14 40 -1 – 10 14 40 -22)
- Associated Drawings (CID.1 – CID.29; LP.02 – LP.07)
- Sign Message Schedule (30 pages).

Section 3: BIDDER QUALIFICATIONS

3.1 Vendor Profile – NOT REQUIRED FOR THIS PROJECT.

This IFB is designed to obtain complete data from each Bidder to enable the University to determine which contractor is best able to provide the building signage. **Each Bidder must furnish as part of its bid a complete description of its ability, experience per our specifications with bid.** Omissions, inaccuracy, or misstatements may be sufficient cause for rejection of the bid.

Included in this profile shall be the following:

- A. Name and address of Bidder.
- B. The duration and extent of experience related to this procurement; **Bidders must demonstrate (provide a list), at minimum, having successfully completed in a timely fashion three 3 projects similar in scope and nature within the last five (5) consecutive years. (See also technical specification section for additional requirements to be verified prior to contract award).**
- C. **References – All Bidders must complete and submit Attachment 2: Bidder Qualifications Submission Form.**
 1. A minimum of at least three (3) references, including the name, address, phone number, and a contact person at each location. The references should demonstrate the Bidder’s ability to successfully provide the signage per the scope and nature as described in this IFB.

2. Bidder is to list the references in the order they would prefer them to be contacted.
 3. At least two of the references should be from other universities, colleges, or similar-sized institutions.
 4. References must be satisfactory.
- D. A list of accounts where a contract was terminated by the customer within the past five years.**

Failure to show conclusive evidence of satisfactory qualifications, as indicated above, will result in the rejection of the bid offered by the contractor so evaluated.

- 3.2 Bidder must document its ability to service a contract similar to the scope of this IFB by submitting financial statements if requested. SUNY reserves the right to reject any bidder who does not demonstrate financial stability sufficient for the scope of this IFB.

Section 4: METHOD OF AWARD

- 4.1 This IFB is part of a competitive procurement process designed to serve the best interests of the State University of New York and the People of the State of New York. It is also designed to provide all bidders with a fair and even opportunity to have their services considered. SUNY will conduct a comprehensive review of each responsive bid submitted in accordance with the terms of this IFB.
- 4.2 The award of the contract resulting from this IFB will be made to the lowest, responsible Bidder that has met all of the General Requirements, Technical Specifications, Bidder Qualifications, and general terms and conditions set forth in this IFB. The determination of “lowest, responsible Bidder” will be based on the TOTAL BID of the “Pricing Sheets”, Section 8.
- 4.3 Bidders must complete the Pricing Sheets in their entirety and include all anticipated costs in the categories listed.
- 4.4 Bidders should not add any additional charges other than what is listed on the Pricing Sheets.
- 4.5 The University may without prejudice to any right or remedy, and after giving the Contractor written notice terminate the contract forthwith if any of the following conditions exist:

A. If the Contractor is adjudged bankrupt;

B. If work under the Contract resulting from this IFB is abandoned or deficiencies occur

that are not corrected within a reasonable time;

C. If the Contract or any part hereof is subcontracted without written previous consent of the University; and

D. The University may cancel this contract for breach, as determined by the University, for such items as, but not limited to: the quality of services is unsatisfactory to the personnel of the University. The University may without prejudice to any right or remedy, and after giving the other party thirty (30) calendar days' notice, terminate this contract.

4.6 If after a Contract is executed, that Contract is terminated for any reason, the University may, in its sole discretion, either enter into negotiations with the next lowest, responsible Bidder or issue a new IFB and begin the bid process anew.

4.7 The University welcomes other incentives and discounts by the Contractor for increased business with any other college departments or early payment.

Section 5: BID SUBMISSION REQUIREMENTS

5.1 Bid submissions shall address the Bidder's ability to provide SUNY with the requested services. To be deemed "responsive" to this IFB, a Bidder must meet all mandatory requirements and qualifications, and its written proposal must address all points and questions appearing in this IFB. In the event a Bidder's proposal is determined by SUNY to be "non-responsive," SUNY is required by its contracting procedures to disqualify the bid. A disqualified bid proposal will not be further evaluated or considered for contract award. To facilitate SUNY's review of proposals, Bidders must address all points, questions, and requests for information that appear in this IFB, and should do so in the order that they appear. Responses should be labeled to correspond to the numbers / letters of the sections and subsections of this IFB.

5.2 **Prepare a clearly readable proposal that includes: (a) a cover letter indicating that the IFB instructions are understood, and (b) all required information.**

5.3 Bidders must submit all information requested by SUNY in written form. Proposals must be complete, accurate, and in the form requested. Omissions, inaccuracies, or misstatements will be sufficient cause for the rejection of a proposal.

5.4 Indicate any deviations from the required scope of services and technical specifications and, if necessary, attach separate documents and/or explanation.

- 5.5 **Proposals should be submitted in sealed packages clearly labeled on the exterior with the IFB number and title.** Proposals not labeled as instructed risk being opened prior to the bid opening date, which may result in the proposal being rejected. All bids and accompanying documentation shall become the property of SUNY and shall not be returned.
- 5.6 No telephone, facsimile, emailed, or otherwise electronically submitted proposals will be accepted.
- 5.7 **Notary Acknowledgement of Bidder's Signature Required**
The bid proposal must be fully and properly executed by an authorized person, and the authorized person's signature must be notarized. By signing, you certify (i) your express authority to sign on behalf of yourself, your company, or other entity; (ii) your full knowledge and acceptance of this IFB, Exhibit A (State University of New York Standard Contract Clauses), Exhibit A-1 (State University of New York Affirmative Action Clauses), State Finance Law §139-j and §139-k (Procurement Lobbying Certification); and (iii) that all information provided is complete, true, and accurate. By signing you further affirm that you understand and agree to comply with the procedures on permissible contacts relating to this procurement as required by State Finance Law §139-j (3) and §139-j (6) (b). These procedures may be accessed at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html> (Procurement Lobbying).
- 5.8 **Submit three (3) hard copies of your bid proposal to the address provided below.** Bids must be received in the office identified below by the due date and time provided on the "Summary Information Form" on Page 7 of this IFB. Bidders mailing their proposals must allow sufficient time to ensure receipt by the due date and time. Bidders are cautioned that even when using a trackable mailing/courier/messenger service, proposals must be received by the due date and time. While proposals may be signed for by personnel at The State University of New York at Fredonia prior to the due date and time, this does not guarantee that the identified office will receive the proposal by the due date and time.
- 5.9 **"Submit to" Address for Bid Proposals:**

**Gretchen Fronczak, Capital Project Assistant
The State University of New York at Fredonia
Office of Facilities Planning
280 Central Avenue
Fredonia, NY 14063**
- 5.10 **Bidders unable or unwilling to submit a bid proposal are asked to complete the "Summary Information Form" on Page 7 of this IFB and check the box indicating that no bid is being submitted, and provide a brief description to advise "why" in the space provided.**

- 5.11 All prices and conditions must be included in the original proposal. Prices and conditions not included in the original proposal will be rejected.
- 5.12 Subcontracting is allowed.
- 5.13 The submission of a bid constitutes a non-revocable, binding offer to perform and provide said services. Such binding offer shall be firm and not revocable for a period of ninety (90) days from bid opening. After ninety (90) days, the bid may remain in effect, subject to withdrawal communicated in writing signed by the Bidder. If this IFB is for the sale of goods pursuant to §2-205 of New York State Uniform Commercial Code, the proposal shall be firm, binding and not revocable for a period of ninety (90) days.
- 5.14 Bidder is responsible for all costs that it incurs, direct or indirect, related to the preparation and submission of a bid in response to this IFB.
- 5.15 Each copy of the bid must be accompanied by the following:
- Cover Letter
 - Summary Information Form (*Page 7 of this IFB*)
 - Completed Pricing Sheets (*Section 8 of this IFB*)
 - Notary Acknowledgement Form (*Section 9 of this IFB*)
 - Attachment 1: Bid Submission Checklist and the documents indicated thereon
 - Attachment 2: Procurement Lobbying Act Certification
 - Attachment 3: Non-Collusive Bidding Certification
 - Attachment 4: Letter of Intent to Submit a Bid (Due August 18, 2016)
 - Attachment 5: Encouraging Use of New York State Business in Contract Performance
 - Vendor Responsibility Documentation *as set forth in Sections 7.17 & attached in Section 11*
 - Public Officers Law Form XIII
 - NYS Department of Taxation & Finance Form ST-220-CA
 - NYS Substitute Form W-9
 - MWBE Documentation *as set forth in Section 7.11 and attached in Section 11* (if applicable)
 - Equal Employment Opportunity (EEO) Documentation *as set forth in Section 7.12 and attached in Section 11*

5.16 Bidder Questions

If a Question and Answer period is provided for this solicitation, the schedule will be shown on the "Summary Information Form", "Key Events", provided on page 7 of this IFB. All questions must be submitted in writing, citing the particular IFB page, section, and paragraph numbers where applicable. Questions must be **EMAILED** to arrive no later than 4:00 pm Eastern time on the date indicated and should be directed to the Designated Contact(s) shown on the Summary Information Form. Questions received after the closing date for inquiries will not be answered. Only written answers are official. Questions and Answers will be issued as

either a clarification or addenda to this IFB and will be provided in writing to all potential Bidders.

5.17 Pre-Bid Proposal Meeting – NOT APPLICABLE FOR THIS PROJECT

If a mandatory or optional Pre-Bid Conference is held for this solicitation, the date, time, and whether the conference is mandatory or optional is reported on the Summary Information Form, “Key Events,” provided on Page 7 of this IFB.

5.18 Site Visit – NOT APPLICABLE FOR THIS PROJECT

If a site visit is required for this solicitation, the date and time is reported on the Summary Information Form, “Key Events,” provided on Page 7 of this IFB.

5.19 Bid Opening

Bidders may attend the bid opening, at which a State University of New York at Fredonia representative will publicly announce the names of Bidders who have submitted proposals and the Grand Total Amount of their bid. To ensure adequate space for attendees, Bidders must notify the designated contact(s) identified on the Summary Information Form (Page 7 of this IFB) of their desire to attend the bid opening.

Section 6: GENERAL INFORMATION

6.1 Electronic IFB

Electronic copies of this IFB and related forms are available.

6.2 SUNY’S Reserved Rights

SUNY reserves the right to:

- A. Reject any and all proposals received in response to this IFB.
- B. Reject any or all portions of any proposal, to negotiate terms and conditions consistent with this IFB and to make an award for any or all remaining portions.
- C. Withdraw the IFB at any time, at SUNY’s sole discretion.
- D. Make an award in whole or in part.

- E. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the IFB.
- F. Use bid proposal information obtained through site visits, management interviews and the state's investigation of a Bidder's qualifications, experience ability or financial standing, and any material or information submitted by the Bidder in response to SUNY's request for clarifying information, in the course of evaluation and/or selection under the IFB.
- G. Prior to the bid opening, amend the IFB specifications to correct errors of oversights, or to supply additional information, as it becomes available.
- H. 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.
- I. Request references and contact any or all references.
- J. Adjust or correct cost or cost figures with the concurrence of the Bidder if mathematical or typographical errors exist.
- K. Advise the Successful Bidder of an objectionable employee(s) and/or subcontractor(s).
- L. Waive minor irregularities.
- M. Waive requirements or amend this IFB upon notification to all Bidders. Mandatory requirements may be eliminated if unmet by all Bidders.
- N. Negotiate with Bidders responding to this IFB within the requirements necessary to serve the best interests of SUNY.
- O. Begin contract negotiations with another Bidder in order to serve the best interests of SUNY should contract negotiations with the Successful Bidder be unsuccessful within a time frame acceptable to SUNY.
- P. Request clarifications from Bidders for purposes of assuring a full understanding of responsiveness, and permit revisions from all potential awardees prior to award.
- Q. Award no contract.

6.3 Contract Award

Receipt of this IFB does not indicate that SUNY has predetermined Bidder's qualifications to receive a contract award. A contract award, if made, shall be based on evaluation of the bid in

accordance with the General Requirements, Technical Specifications, Bidder Qualifications, and general terms and conditions set forth in this IFB. The successful Bidder will be notified by SUNY by telephone and confirmed by letter.

6.4 Post Award Procedures

Bidders wishing to participate in a debriefing may make a request in writing within 5 business days of SUNY's notification of the contract award. The written request shall be submitted to the email address specified for Questions and Answers in this IFB. SUNY will endeavor to schedule a debriefing within 10 business days of its receipt of the request. Bidders' written request must state whether Bidder will be attending with counsel, to allow SUNY to arrange for SUNY counsel attendance if so determined. Bidders wishing to file a bid protest may do so in accordance with SUNY's procedures, available at: http://www.suny.edu/sunypp/documents.cfm?doc_id=699.

Section 7: GENERAL TERMS AND CONDITIONS

7.1 Free and Open Competition

SUNY encourages free and open competition. Whenever possible, terms, specifications, and conditions are designed to accomplish this objective, consistent with the necessity to satisfy SUNY's needs.

7.2 Notification of Errors, Inquiries and Interpretation

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

7.3 No Claims or Rights

By submitting a proposal, Bidder agrees that it will not make any claims for, or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any misinformation or lack of information.

7.4 Conflict of Interest

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

7.5 Bidder's Terms and/or Conditions

Bidder's standard terms and conditions will **not** be considered relevant to its bid or to the contract awarded and should not be included with its bid proposal. Any additional Bidder terms and conditions attached to or referenced in Bidder's proposal shall not be considered part of the bid, but shall be deemed included for informational purposes only. No extraneous terms or conditions will be incorporated into the contract awarded unless approved in writing by the SUNY Office of General Counsel. Acceptance and/or processing of a Bidder's proposal shall not constitute acceptance of a Bidder's extraneous terms and conditions.

7.6 Acceptance of IFB Content

The terms and conditions included in this IFB as well as the applicable portions of Bidder's proposal shall become contractual obligations if a contract is awarded. **BIDDER'S FAILURE TO ACCEPT THESE TERMS AND CONDITIONS AND OBLIGATIONS SHALL RESULT IN REJECTION OF BIDDER'S PROPOSAL.**

7.7 Services Outside Scope of the Contract Awarded

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

7.8 Standard Contract Clauses

Any contract awarded resulting from this IFB shall include Exhibit A (State University of New York Standard Contract Clauses) and, for contracts in excess of \$25,000, Exhibit A-1 (State University of New York Affirmative Action Clauses). The provisions of Exhibit A and Exhibit A-1 shall take precedence over any provision in this IFB or any provisions in the contract awarded. Exhibits A and A-1 are attached to this IFB in Section 11.

7.9 Binding Effect

The contract awarded shall be binding upon its execution by both parties and, if required by New York State law, upon the written approvals of the Attorney General and the Office of the State Comptroller.

7.10 Confidentiality / Freedom of Information Law

All proposals submitted for SUNY's consideration will be held in confidence and will become the property of SUNY. However, the resulting contract is subject to the New York State Freedom of Information Law (FOIL), contained in Article 6 of the New York State Public Officer's Law. Therefore, if a Bidder believes that any information in its proposal constitutes a trade secret, should be treated as confidential and should not be disclosed upon a request pursuant to FOIL, Bidder shall submit with its proposal a separate letter addressed to Amy Beers, Director of Internal Control, 407 Maytum Hall, The State University of New York at Fredonia, 280 Central Avenue, Fredonia, NY 14063, (i) identifying the page number(s), line(s) or other appropriate designation(s) containing such information; (ii) explaining in detail why such information is a trade secret or confidential; and (iii) formally request that such information be held as confidential. Bidder's failure to submit such a letter with its proposal 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 proposal be kept confidential is not advisable, because a proposal cannot reasonably consist exclusively of proprietary information.

7.11 Minority and Women-Owned Business Enterprises (MWBE)

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

For purposes of this solicitation, SUNY hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). **For additional information please refer to the MWBE requirements outlined in MWBE Prospective Bidder's Notice (Form 7557-121).**

Please note the response forms identified in Form 7557-121 (SUNY MWBE Forms 104, 107 and 108) must be submitted with all Bids. Forms are attached in Section 11, and also are available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611

7.12 Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder agrees with all of the terms and conditions of SUNY Exhibit A-1 including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any

subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

Bidder further agrees, where applicable, to submit with the bid an EEO staffing plan (utilizing MWBE form 108) to identify the anticipated work force to be utilized on the Contract. Form is attached in Section 11, and also is available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611. If the Bidder is awarded a Contract, Bidder will, upon request, submit to SUNY, a workforce utilization report identifying the workforce actually utilized on the Contract if known.

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

In addition, Bidder must submit with their bid or proposal their firm's Equal Employment Opportunity Policy Statement (which conforms to the provisions of Exhibit A-1); utilizing (utilizing MWBE Form 104). Form is attached in Section 11, and also is available in SUNY Procurement Policies and Procedures Document 7557 online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611. Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

7.13 Encouraging Use of New York State Businesses in Contract Performance

It is the policy of New York State and the University to maximize opportunities for the participation of New York State Business Enterprises, including Minority and Women's 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: Empire State Development Corporation (<http://www.esd.ny.gov/>).

A directory of Minority and Women's Business Enterprises is available from: Empire State Development Corporation, Minority and Women's Business Development Division (<http://www.empire.state.ny.us/MWBE.html>)

7.14 Office of Federal Contract Compliance Programs

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

7.15 Governing Law

This IFB, Bidders' proposals and any resulting contract shall be governed, construed and enforced in accordance with the laws of the State of New York, excluding New York's choice of law principles in a New York court of competent jurisdiction. Bidder/Contractor agrees to submit itself to such court's jurisdiction.

7.16 Omnibus Procurement Act of 1992

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

NYS Empire State Development
Division for Small Business
625 Broadway
Albany, New York 12207
Phone: 1-800-782-8369
Email: esd@empire.state.ny.us

Website: <http://www.empire.state.ny.us>

7.17 Determination of Vendor Responsibility

New York State procurement law requires that state agencies award contracts only to responsible contractors. Additionally, the New York State Comptroller must be satisfied that a proposed contractor is responsible before approving a contract award under Section 112 of the State Finance Law. Section 163 of the New York State Finance Law ("SFL") requires that

contracts for services and commodities be awarded on the basis of lowest price or best value “to a responsive and responsible bidder.” Section 163 (9)f of the SFL requires that prior to making a contract award, each contracting agency shall make a determination of responsibility of the proposed contractor.

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

In addition:

- a. *General Responsibility.* The Contractor shall at all times during the contract awarded term remain responsible. The Contractor agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- b. *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under the contract awarded, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance of the contract awarded.
- c. *Termination for Non-Responsibility.* Upon written notice to the Contractor and a reasonable opportunity to be heard with appropriate SUNY officials or staff, the contract awarded may be terminated by the SUNY Chancellor or his or her designee at the Contractor’s expense, where the Contractor is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

7.18 Requirements of New York State's Recycling Program

In accordance with the provisions of Section 165(3) of the State Finance Law and Executive Order No. 142, SUNY 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 by 10% the cost of a product made without recycled content (or by 15% if over 50% of the recycled materials are generated from the New York State waste stream), the recycled product must be purchased.

7.19 State Consultant Services Reporting

State Finance Law Sections 8 and 163 require that Contractors annually report certain employment information to the contracting agency, the Department of Civil Service and Office of the State Comptroller. State contractors are required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

7.20 Electronic Payment Authorization

Contractor shall provide complete and accurate billing invoices to SUNY in order to receive payment for its services. Billing invoices submitted to SUNY must contain all information and supporting documentation required by SUNY and the Office of State Comptroller (OSC). Payment for invoices submitted by Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Vice Chancellor for Business and Finance of the State University of New York 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. 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, by email at epunit@osc.state.ny.us or by telephone at 518-474-4032. 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 Chancellor or designee has expressly authorized payment by paper check as set forth above.

7.21 Timeliness of Payment and Interest

Interest for late payment shall be governed by Section 179g of New York State Finance Law.

7.22 Exhibits

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

- a. Exhibit A, State University of New York Standard Contract Clauses
- b. Exhibit A-1, State University of New York Affirmative Action Clauses (for contracts valued at greater than \$25,000)
- c. The Agreement
- d. Exhibit B, the Successful Bidder's proposal

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

7.23 Independent Contractor

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

7.24 Subcontracting

Subcontracting is allowed.

7.25 Compliance

Contractor shall comply with all laws, rules, orders, regulations, and requirements of federal, state and municipal governments applicable hereto, including the provisions of Exhibit A, State University of New York Standard Contract Clauses, attached hereto and made a part hereof, and for agreements with a value of \$25,000 or more Exhibit A-1, State University of New York Affirmative Action Clauses, attached hereto and made a part hereof.

7.26 Indemnification

- a. Successful Bidder (Contractor)
The Successful Bidder(Contractor) shall fully indemnify, defend and save SUNY and its respective officers, agents and employees without limitation, from suits, actions, damages and costs of every name and description arising out of the acts or omissions of the Contractor in any performance under this Agreement including: i) personal injury, damage to real or personal tangible property; ii) negligence, either active or passive;

and iii) infringement of any law or of a United States Letter Patent, with respect to Products and Services furnished under this Agreement, or of any copyright, trademark, trade secret or intellectual proprietary rights, provided that SUNY shall give Contractor: (a) prompt written notice of any action, claim, or threat of infringement suit, or other suit, promptness of which, shall be established by SUNY upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (c) assistance in the defense of any such action is at the expense of the Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, SUNY may require the Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as SUNY shall require. New York State reserves the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest.

b. SUNY

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

7.27 Liability

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

The Contractor will be responsible for the work, direction and compensation of any person or entity it engages as an officer, expert, employee, consultant, agent, independent contractor, or subcontractor. Nothing in the contract awarded or the performance thereof by the Contractor will impose any liability or duty whatsoever on SUNY including, but not limited to, any liability for taxes, compensation, commissions, Workers' Compensation, disability benefits, Social Security, or other employee benefits for any person or entity.

7.28 Insurance

During the term of the awarded contract, the Successful Bidder (Contractor) must obtain and maintain insurance coverage at its own expense as provided in this paragraph, and shall deliver Certificates of Insurance in a form satisfactory to SUNY before commencing any work under this contract. Certificates shall reference the Contract Number. Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Certificates shall be mailed to: Shannon Moore, Director of Contract Services, Office of University Services, State University of New York at Fredonia, 280 Central Avenue, 406 Maytum Hall, Fredonia, NY 14063.

The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best company rating of "A-" or better. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to: Shannon Moore, Director of Contract Services, Office of University Services, State University of New York at Fredonia, 280 Central Avenue, 406 Maytum Hall, Fredonia, NY, 14063.

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

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

- a. Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.
- b. General Liability Insurance with limits no less than One MILLION DOLLARS (\$1,000,000) per claim and TWO MILLION DOLLARS (\$2,000,000) in the aggregate. Such policy shall name the State University of New York as an additional insured and shall designate the State University of New York as the loss payee, and shall contain a

provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation or expiration of such policy.

- c. Business Automobile Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing, or under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least ONE MILLION DOLLARS (\$1,000,000) and shall name the State University of New York as additional insured. The limits may be provided through a combination of umbrella/excess liability policies.

7.29 Workers Compensation

New York State Workers Compensation Law, Sections 57 and 220, requires State Agencies to ensure, PRIOR to entering into any contract (including purchase orders), that the intended vendor has appropriate NYS workers compensation and disability insurance coverage. Please note, "ACORD" certificate of insurance forms are not acceptable documentation for proof of coverage. A vendor's insurance carrier must provide the vendor with copies of the correct, completed New York State forms to present to the State Agency purchasing agent AND must submit these forms (annually) to the Workers Comp Board so they can be properly recorded. **State agencies are prohibited from issuing purchase orders/contracts until the proper forms have been received and verified.**

Per the requirements of the law, ONE of the following NYS forms is required as proof of **Workers Compensation** coverage:

- C-105.2 (if using a private insurance carrier) OR
- U-26.3 (if insured through the NYS Insurance Fund) OR
- SI-12 or GSI-105.2 (if self-insured)

In addition, ONE of the following forms is required as proof of **Disability** coverage:

- DB-120.1 (if using a private insurance carrier) OR
- DB-155 (if you are self insured).

7.30 Travel – TRAVE EXPENSES WILL NOT BE PAID

In the event the Contractor is required to be reimbursed for travel, reimbursement rates shall not exceed the current NYS Schedule of Allowable Reimbursable Travel Expenses, available from the New York State Comptroller at:
<https://www.osc.state.ny.us/agencies/travel/travel.htm>.

7.31 Termination

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

- a. *Convenience of SUNY:* The contract may be terminated at any time upon receipt of thirty (30) days prior written notice given by SUNY for whatever reason.
- b. *Event of default:* The contract may be terminated in the event of breach of any of its provisions by the Contractor, or if the Contractor's Services are deemed unsatisfactory in SUNY's sole discretion, due to Contractor's fault or negligence, or that of its officers, employees, subcontractors, agents, licensees, licensors, or affiliates. In such event, SUNY will send a written cure notice in accordance with the Notice provisions of the contract, and Contractor shall have thirty (30) days to correct the deficiencies noted. If the deficiencies are not corrected, SUNY may terminate this contract immediately upon written notice.
- c. *Deficient Certifications:* If the awarded contract has a value greater than \$15,000, SUNY shall have the right to terminate in the event the State Finance Law sections 139-j and 139-k certifications executed by the Contractor are found to be false or incomplete. If the contract has a value of greater than \$100,000 and Contractor's sales for the immediately preceding four quarters were greater than \$300,000, or if the contract has a value of \$125,000 or greater, SUNY shall have the right to terminate in the event the successful bidder's Department of Taxation and Finance Contractor Certification form, ST 220-CA, statements are found to be false or incomplete.
- d. *Lack of Funds:* If for any reason the State of New York terminates or reduces its appropriations to SUNY, the awarded contract may be terminated or reduced at SUNY's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the SUNY for payment of such costs. In any event, no liability shall be incurred by the State (including SUNY) beyond monies available for the purposes of the awarded contract.
- e. SUNY may terminate the awarded contract, upon written notice, in the event of any of the following: (1) Contractor makes an assignment for the benefit of creditors; (ii) a petition in bankruptcy or any insolvency proceeding is filed by or against Contractor and is not dismissed within thirty (30) days from the date of filing; or (iii) all or substantially all of Contractor's property is levied upon or sold in any judicial proceeding.

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

It is the policy of the State University to comply with the provisions of State Finance Law §§ 139-j and 139-k and related guidance offered by the Advisory Council on Procurement Lobbying and the Office of the State Comptroller.

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

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

Each agency must develop guidelines and procedures regarding Contacts and procedures for the reporting and investigation of Contacts. SUNY’s procurement record must demonstrate compliance with these requirements. SUNY will make a record of all Contacts, and such records of Contact will become part of the procurement record for this IFB. A determination that a Bidder or a person acting on behalf of a Bidder has intentionally made a Contact or provided inaccurate or incomplete information as to its past compliance with State Finance Law §§139-j and 139-k, is likely to result in denial of the award of contract under this IFB. Additional sanctions may apply. A complete copy of SUNY’s Procurement Lobbying Policy and Procedure is available for review at: http://www.suny.edu/sunypp/documents.cfm?doc_id=430

Each Bidder shall submit with its proposal a written affirmation of its understanding of SUNY’s procurement lobbying procedures and agreement to comply with such procedures. The requisite form is provided at Attachment 3. It may also be accessed online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=282

7.33 Restrictions on the Activities of Current and Former State Officers and Employees

All Bidders and Bidder employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for

business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State.

Contractors and their employees are cautioned that the hiring of former state employees may violate the Ethics Law. The governing provisions are set forth the New York State Public Officers Law §§ 73 and 74, and the underlying principle of law is to prevent conflicts of interest and encourage ethical behavior. The law may be found on the website of the New York State Joint Commission on Public Ethics at: http://www.jcope.ny.gov/about/laws_regulations.html.

7.34 Diesel Emissions Reduction Act of 2006

The Successful Bidder (Contractor) certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Conservation Law (ECL) section 19-0323, to be used by Contractor, its agents or subcontractors under the contract awarded, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of Best Available Retrofit Technology ("BART") and Ultra Low Sulfur Fuel ("ULSD"), unless specifically waived by DEC. Qualification for a waiver under this law will be the responsibility of Contractor. Annually, but no later than March 1st, Contractor shall complete and submit directly to SUNY, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and Contractors Annual Report forms available at the Department of Environmental Conservation ("DEC") website: <http://www.dec.ny.gov/chemical/4754.html>, for heavy duty vehicles used in the performance of the contract awarded for the preceding calendar year. The Contractor shall certify to SUNY, and submit with each application for payment, Contractor and Subcontractor Certification forms, which state that the Contractor will comply with the provisions of ECL Section 19.0323.

7.35 Smoke Free SUNY

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

7.36 Prevailing Wages – NOT APPLICABLE FOR THIS PROJECT

The Contractor shall post the appropriate prevailing wage schedules in a conspicuous place at the installation site. The Department of Labor shall provide the Contractor with posters relating to prevailing wage rates and the same shall be displayed by the Contractor in a conspicuous place at the installation site. The Contractor shall also distribute wallet cards, to be provided by the Department of Labor, to all workers engaged at the installation site containing information relating to wage rates and telephone numbers to call if a worker

believes his or her rights are being violated. The Contractor shall provide each worker with a written notice, informing them of the applicable prevailing wage requirements, and the Contractor must obtain a signed statement or declaration from such worker attesting to the fact that he or she has been given this information. Further, the Contractor is required to keep certified copies of its payrolls at the installation site and will furnish the Office of University Services with one originally-signed certified copy within.

Attached are the rates of wages and supplements determined by the Industrial Commissioner of the State of New York as prevailing in the Locality of the site at which the work will be performed:

Effective 7/1/01, NYS Department of Labor (DOL) stopped providing individually printed copies of the updated schedules on existing contracts. Updated schedules may be obtained on the NYSDOL website link below and then entering "Chautauqua" for County and the PRC number located on the prevailing wage schedule issued for this contract. Website: <http://www.labor.state.ny.us>

Balance of page has been left blank intentionally.

Section 8: PRICING SHEETS

- 8.1 The bidder hereby declares that it has carefully examined all Bidding and Contract Documents, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
- 8.2 The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefor the amount of the Total Bid.
- 8.3 By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor: (b) unless otherwise required by law, the prices have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor: and (c) no attempt has been made or will be made by the bidder to include any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Campus President, or designee, or Assistant Vice Chancellor for Capital Facilities, or designee, determines that such disclosure was not made for purposes of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of this Section.

- 8.4 The bidder agrees that if awarded the Contract, it will commence work according to schedule based on a fully executed Agreement and that it will fully complete the work by the date stated herein.

8.5 TOTAL BID \$ _____
(in numbers)

(in words)

8.6 The bidder acknowledges the receipt of the following clarifications and addenda, but agrees that it is bound by all clarifications and addenda whether or not listed herein.

CLARIFICATION

ADDENDUM

Number

Date

____ / ____ / ____
____ / ____ / ____
____ / ____ / ____

Number

Date

____ / ____ / ____
____ / ____ / ____
____ / ____ / ____

Dated ____ / ____ / ____

(if corporation, affix
corporate seal)

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

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

By _____

(signature)

Title _____

8.7 PRICING BREAKDOWN:

BIDDER NAME:

BASE BID				
Sign Type	Quantity	Unit Cost	Unit Installation	Unit Cost Extended
A1- Public Room Identification	56			
B1- Office Identification w/ Insert (Specific)	17			
B2- Office Identification w/ Insert (Generic)	37			
C1- Non-Public Room Identification	103			
D1- Tier 1 Donor ID Room Plaque	0			
D2- Tier 2 Donor ID Room Plaque	2			
D3- Tier 3 Donor ID Room Plaque	5			
F1- Major Area Donor Letters (Tier 1)	2			
F4- Major Area Identification	1			
H2- Exterior Tier 2 Donor ID	1			
J1- Tier 1 Donor ID Area Plaque	1			
J2- Tier 2 Donor ID Area Plaque	2			
J3- Tier 3 Donor ID Area Plaque	2			
M1- Restroom Identification	26			
M2- Accessibility Directional	4			
M3- Restroom Identification	8			
N1- Stair Identification	30			
SUBTOTAL				\$ -

PROJECT RELATED COSTS -- MUST BE SEPARATED FROM UNIT COSTS	
General Conditions / Non-Production Related Costs (Examples: project management, engineering, submittal production, delivery, freight, mobilization, etc.)	
BASE BID TOTAL	\$ -

ADD ALTERNATES	Quantity	Unit Cost	Unit Installation	Unit Cost Extended
ADD ALTERNATE 1				
Sign Type F5- Exterior Building Identification Large (At West Entrance)	1			
TOTAL				

ADD ALTERNATE 2				
Sign Type W1- Directional Typical	27			
Sign Type W2- Directional at Stairs	4			
Sign Type W3- Interior Bartlett Theatre ID	1			
Sign Type Y - Orientation Map / Directory	3			
TOTAL				

ADD ALTERNATE 3				
Sign Type F6- Exterior Building Identification Medium (Marvel Entrance, King Entrance)	2			
Sign Type F7- Exterior Building Identification Small (Bartlett Entrance)	1			
TOTAL				

ADD ALTERNATE 3				
Sign Type F5- Exterior Building Identification Large (At Symphony Circle)	1			
Sign Type F6- Exterior Building Identification Medium (Marion Entrance)	1			
Remove Existing and Repair Wall	2			
TOTAL				

Section 9: NOTARY ACKNOWLEDGEMENT

State University of New York Notary Acknowledgement

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF) ss.:

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

Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK)
COUNTY OF) ss.:

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

Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF) ss.:

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

Notary Public

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

Section 10: ATTACHMENTS

- Attachment 1: Bid Submission Checklist
- Attachment 2: Procurement Lobbying Act Certification
- Attachment 3: Non-Collusive Bidding Certification
- Attachment 4: Letter of Intent to Submit a Bid
- Attachment 5: Encouraging Use of New York State Business in Contract Performance
- Technical Specifications Section 10 14 40 Signage and Wayfinding (Pages 10 14 40-1 – 10 14 40-22)
- Drawings (CID.1 – CID.29; LP.02 – LP.07)
- Sign Message Schedule (30 pages)

Attachment 1: Bid Submission Checklist

√	Description
<input type="checkbox"/>	Cover letter
<input type="checkbox"/>	Summary Information Form (IFB Page 7) <i>(Signed and witnessed by a notary using SUNY Notary Acknowledgement Form on p. 38)</i>
<input type="checkbox"/>	Pricing Sheets (Section 8 of the IFB)
<input type="checkbox"/>	Notary Acknowledgement Form (Section 9 of the IFB)
<input type="checkbox"/>	Attachment 1: Bid Submission Checklist
<input type="checkbox"/>	Attachment 2: Procurement Lobbying Act Certification
<input type="checkbox"/>	Attachment 3: Non-Collusive Bidding Certification
<input type="checkbox"/>	Attachment 4: Letter of Intent to Submit a Bid <i>(Due August 18, 2016 by close of business)</i>
<input type="checkbox"/>	Attachment 5: Encouraging Use of New York State Business in Contract Performance
<input type="checkbox"/>	<p>Vendor Responsibility Documentation</p> <p>File either the required Vendor Responsibility Questionnaire online via the New York State VendRep System OR complete and submit a paper questionnaire.</p> <p>Select one:</p> <p><input type="checkbox"/> Completed online questionnaire</p> <p><input type="checkbox"/> Paper copy of questionnaire included in Bid</p>
<input type="checkbox"/>	Public Officers Law Form XIII
<input type="checkbox"/>	NYS Dept. of Taxation & Finance "Contractor Certification to Covered Agency" Form ST-220-CA
<input type="checkbox"/>	NYS Substitute Form W-9: Request for Taxpayer Identification Number & Certification
<input type="checkbox"/>	MWBE Form 104: MWBE-EEO Program Policy Statement
<input type="checkbox"/>	MWBE Form 107: MWBE Program Utilization Plan
<input type="checkbox"/>	MWBE Form 108: EEO Staffing Plan

Attachment 2: Procurement Lobbying Act Certification

State Finance Law §§139-j and 139-k, enacted by Ch. 1 L. 2005, as amended by Ch. 596 L. 2005, effective January 1, 2006, regulate lobbying on government procurement, including procurements by State University to obtain commodities and services and to undertake real estate transactions.

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

Accordingly, neither a potential vendor nor a person acting on behalf of the vendor should contact any individual at State University other than the person designated in this solicitation as State University's Designated Contact, nor attempt to unduly influence award of the contract. **Designated Contacts are as follows:**

Primary: Gretchen Fronczak, Capital Project Assistant, Facilities Planning – (716) 673-3722

Secondary: Markus Kessler, Director of Facilities Planning, Facilities Planning – (716) 673-3722

Additional: Shannon Moore, Director of Contract Services, University Services – (716) 673-4998

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.

The University's Procedures are available at:

http://www.suny.info/policies/groups/public/documents/policies/pub_suny_pp_039630.htm

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

Please complete the following:

1. As defined in State Finance Law §§ 139-j (1)(a), has a governmental agency made a determination of non-responsibility with respect to the Offerer within the previous four years where such a finding was due to a violation of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO ☐ YES ☐ If yes, attach explanation and include the name of the Governmental Entity that made the finding, date of finding and basis of finding.
2. Has a governmental entity terminated or withheld a procurement contract with the Offerer because of violations of State Finance Law §§ 139-j or the intentional provision of false or incomplete information with respect to previous determinations of non-responsibility? NO ☐ YES ☐ If yes, attach explanation and include the name of the Governmental Entity that made the finding, date of finding and basis of finding.

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

Name of Offerer: _____ **Signature:** _____

Address: _____ **Title:** _____

Date: _____

CERTIFICATION:

By signing below the Bidder affirms and certifies that it: (1) has reviewed and understands the Policy and Procedure of SUNY, related to SFL §§ 139-j and 139-k, (2) agrees to comply with SUNY’s procedure relating to Contacts with respect to this procurement, and (3) has provided information that is complete, true, and accurate with respect to SFL §§ 139-j and 139-k. Bidder understands that SUNY reserves the right to terminate any resulting contract in the event it is found that the certification filed by the Bidder in accordance State Finance Law §§139-j and 139-k was intentionally false or intentionally incomplete. Upon such finding, SUNY may exercise its termination right by providing written notification to the Bidder in accordance with the written notification terms of the contract.

Firms Name and Address:
FEIN #:
Telephone Number: (____)____-____
Fax Number: (____) ____-____
Email Address:
Bidder’s Name and Title:
Bidder’s Signature:
Date:

Attachment 3: Non-Collusive Bidding Certification

By Submission Of This Bid, Bidder And Each Person Signing On Behalf Of Bidder Certifies, And In The Case Of Joint Bid, Each Party Thereto Certifies As To Its Own Organization, Under Penalty Of Perjury, That To The Best Of His/Her Knowledge And Belief:

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

A Bid Shall Not Be Considered For Award Nor Shall Any Award Be Made Where [1], [2], [3] Above Have Not Been Complied With; Provided However, That If In Any Case The Bidder(S) Cannot Make The Foregoing Certification, The Bidder Shall So State And Shall Furnish Below A Signed Statement Which Sets Forth In Detail The Reasons Therefore:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

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

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer

Identifying Data

Potential Contractor	
Address	
Telephone	
Name of Responsible Corporate Officer	
Title of Responsible Corporate Officer	
Signature:	

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

_____	_____
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By _____	By _____
Name:	Name:
Title:	Title:
Address:	Address:

Attachment 4 - LETTER OF INTENT TO SUBMIT A BID

INSTRUCTIONS: Complete and submit to: Facilities.Planning@fredonia.edu or by Fax: (716) 673-3103

Vendors will be sent confirmation that their Letter of Intent was received. If such confirmation is not received within 24 hours, please follow up with Gretchen Fronczak at (716) 673-3722 or by email at Gretchen.Fronczak@fredonia.edu.

_____, 2016

Gretchen Fronczak, Capital Project Assistant
The State University of New York at Fredonia
Office of Facilities Planning
280 Central Avenue
Fredonia, NY 14063

SUBJECT: Letter of Intent to Submit a Bid – IFB for Project 05338 – Rockefeller Arts Center Signage

Mrs. Fronczak:

Please accept this letter as official notification that _____

[Vendor name]

intends to participate in The State University of New York at Fredonia's IFB process for Project No. 05338 – Rockefeller Arts Center Signage. It has read the IFB documents, accepts all of the terms and conditions, and intends to submit a proposal that complies with all of the requirements set forth in the IFB.

Following is the name, complete address, phone number and email address, of the designated individual to whom any correspondence and addendums related to this IFB should be sent:

[Name]

[Title]

[Mailing address]

(_____) _____

[Phone]

[Email]

Sincerely,

[Signature]

[Print name and title]

Attachment 5 –

ENCOURAGING USE OF NEW YORK STATE BUSINESS IN CONTRACT PERFORMANCE

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

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

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

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

Bidders/Proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? (YES___ NO___)

If YES, identify New York State Business(es) that will be used. (Attach identifying information, e.g., contact information, dollar value of the subcontract or supply contract.)

IFB for Project 05338 – Rockefeller Arts Center Signage

Contractor: _____

Signature: _____ **Date:** _____

Attachment 5 – Cont’d

Sub-Contractor Name: _____

Sub-Contractor Address: _____

Contact Person: _____ *Title* _____

Type of subcontract (description of work): _____

Dollar Value: \$ _____

Sub-Contractor Name: _____

Sub-Contractor Address: _____

Contact Person: _____ *Title* _____

Type of subcontract (description of work): _____

Dollar Value: \$ _____

Sub-Contractor Name: _____

Sub-Contractor Address: _____

Contact Person: _____ *Title* _____

Type of subcontract (description of work): _____

Dollar Value: \$ _____

Sub-Contractor Name: _____

Sub-Contractor Address: _____

Contact Person: _____ *Title* _____

Type of subcontract (description of work): _____

Dollar Value: \$ _____

Section 11: NEW YORK STATE STANDARD TERMS AND CONDITIONS AND REQUIRED PROCUREMENT DOCUMENTS

This section contains the following documents:

- EXHIBIT A – State University of New York Standard Contract Clauses
- EXHIBIT A-1: Affirmative Action Clauses – State University of New York

The following forms must be completed and returned with the Bidder's proposal (See Attachment 1 Bid Submission Checklist for a full list of submission forms):

- Public Officers Law Form XIII – Ownership of Controlling Interest
- NYS Vendor Responsibility Questionnaire
 - Online questionnaire can be completed via the NYS VendRep System OR a paper copy of the questionnaire can be printed online at: <http://www.osc.state.ny.us/vendrep/>
- NYS Dept. of Taxation & Finance “Contractor Certification to Covered Agency” Form ST-220-CA
 - The form is available online at: <http://www.suny.edu/sunypp/docs/474.pdf>
- NYS Substitute Form W-9 – Request for Taxpayer Identification Number & Certification
 - The form is available online at: http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf
- SUNY MWBE Form 104 – Minority and Women’s Business – Equal Employment Opportunity Program Policy Statement
 - The form is available online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611
- SUNY MWBE Form 107 – MWBE Utilization Plan
 - The form is available online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611
- SUNY MWBE Form 108 – EEO Staffing Plan
 - The form is available online at: http://www.suny.edu/sunypp/documents.cfm?doc_id=611

The following forms are not returned with the Bidder's proposal.

- NYS Dept. of Taxation & Finance “Contractor Certification” Form ST-220-TD -- *This form must be completed and sent directly to the New York State Department of Taxation & Finance.*
 - The form is available online at: <http://www.suny.edu/sunypp/docs/473.pdf>