Addendum No. 3
March 8, 2010
The City University of New York
Request for Additional Information (RFAI)
To Perform Building Operation and Management Services
Medgar Evers College School of Science, Health & Technology
Project No. N003005 (nee ME-CUCF-09-10)

This Addendum is issued for the purpose of amending the subject Request for Proposals as below and is hereby made a part of said Request for Additional Information to the same extent as though it were originally included therein. This Addendum conveys the Prevailing Wage Schedules referenced in Appendix B and the CUNY General Terms and Conditions referenced in Appendix E.

Contact: Michael Feeney, DDCM.ContractsDept@mail.cuny.edu

By signing in the space provided below, the Responding Firm acknowledges receipt of this Addendum. This Addendum must be signed by an authorized representative of the Responding Firm and submitted with your Response.

Name of Responder

Name of Authorized Responder Representative  Title  Signature  Date
Consistent with RFAI Appendix B, the prevailing wage schedules are available for downloading at http://www.comptroller.nyc.gov/bureaus/bl/schedules.shtml.

Consistent with RFAI Appendix E, a DRAFT copy of CUNY’s General Terms and Conditions is attached.
Appendix E

CUNY General Terms and Conditions

Draft Document Subject to Change
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CONTRACT PROPOSAL FOR GOODS AND SERVICES

THE CITY UNIVERSITY OF NEW YORK

INSTRUCTIONS TO BIDDERS

COLLEGE:

PURPOSE:

SEALED BIDS, WHICH MUST INCLUDE THIS ENTIRE PACKAGE, WILL BE RECEIVED BY COLLEGE OF THE CITY UNIVERSITY OF NEW YORK, AT THE PURCHASING OFFICE, ROOM NUMBER __________, __________.

CLOSING TIME FOR RECEIPT OF BIDS IS ____:00 __. M. ON __________, 200__, BIDS WILL BE PUBLICLY OPENED AND PRICE READ ON __________, 200__, in ROOM __________ AT __________.

NOTES: THE BID ENVELOPE SHALL CLEARLY STATE a) THE NAME AND ADDRESS OF THE BIDDER, b) THE TITLE OF THIS CONTRACT, c) THE DATE AND TIME OF THE BID OPENING AND d) THE LEGEND: THIS IS A BID. TO BE OPENED ONLY BY AUTHORIZED OFFICIAL.

DELIVER SEALED BIDS TO THE PURCHASING OFFICE AT THE FIRST LISTED ABOVE ADDRESS AND ROOM NUMBER BEFORE CLOSING TIME FOR RECEIPT OF BIDS.

IT IS THE BIDDER'S RESPONSIBILITY TO MAKE CERTAIN THAT THE BID IS RECEIVED AT THE PURCHASING OFFICE BEFORE CLOSING TIME FOR RECEIPT OF BIDS. THE UNIVERSITY ACCEPTS NO RESPONSIBILITY FOR DELIVERY OF BIDS LEFT AT ANY OTHER LOCATION OR MAILED. LATE BIDS WILL BE RETURNED UNOPENED.

DO NOT USE WHITE-OUT TO MAKE CORRECTIONS. IF NECESSARY, CROSS OUT OLD TEXT AND INITIAL THE CORRECTION.

DO NOT MAKE CHANGES TO THESE DOCUMENTS. ALL BIDDERS BID ON THE SAME TERMS AND CONDITIONS.

BY SUBMITTING YOUR BID, YOU REPRESENT THAT YOU HAVE READ THIS COMPLETE PACKAGE AND ARE ABLE AND WILLING TO SIGN THE AGREEMENT IF YOU ARE AWARDED THIS CONTRACT. DO NOT SIGN THE AGREEMENT AT THIS TIME.
**VENDOR CLASSIFICATION**

To All Current and Prospective Bidders:

To assist us in maintaining current vendor files, please fill in the information requested below and return to the Purchasing Office as soon as possible, **whether or not** you wish to bid on this contract. Thank you in advance for your cooperation.

VENDOR NAME: ________________________________

ADDRESS: ____________________________________

____________________________________________

CONTACT PERSON: _____________________________

FEDERAL I.D./SOCIAL SECURITY #:¹ __________________________

PHONE: ________________________ FAX: ________________________

GOODS/SERVICES YOU PROVIDE: __________________________

**PLEASE CHECK APPROPRIATE BOXES**

[ ] SMALL BUSINESS

[ ] MINORITY-OWNED BUSINESS

[ ] WOMAN-OWNED BUSINESS

[ ] BOTH MINORITY AND WOMAN-OWNED BUSINESS

[ ] CERTIFIED MINORITY-OWNED BUSINESS (State ___)(City___)

[ ] CERTIFIED WOMAN-OWNED BUSINESS (State___)(City___)

[ ] CERTIFIED BOTH MINORITY AND WOMAN-OWNED(State___)(City ___)

[ ] NONE OF THE ABOVE

Name: ____________________________ Signature: ________________

Title:___________________________ Date: _______________________

¹Under the Federal Privacy Act, the furnishing of Social Security numbers is voluntary. Failure to provide a Social Security Number will not result in disqualification.
The City University of New York is committed to programs and policies that will result in the procurement of goods and services that meet the quality standards required by our staff and faculty at the lowest possible prices.

An important aspect of achieving this goal is to promote competitive bidding among as great a number of qualified bidders as possible.

However, the preparation and mailing of Contract Proposal Packages is time consuming and expensive. In instances where bidders fail either to respond or to notify the University of their future intentions, the preparation and mailing of this Package represents an unnecessary expense to us. Feedback from bidders is also encouraged so that any reasons for not bidding may be evaluated with the intention of improving future solicitations for these goods or services in the hopes of encouraging and expanding the field of competition.

All bidders who respond with a "No Bid" response, or choose not to bid, are requested to provide the information below and return this form, in the envelope provided, in time for the bid opening. FAILURE OF NON-BIDDERS TO RETURN THIS COMPLETED FORM MAY RESULT IN THEIR BEING DROPPED FROM OUR BIDDER'S LIST FOR THE GOODS AND/OR SERVICES SPECIFIED HEREBIN.

REASONS FOR NOT BIDDING AT THIS TIME:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Continued on next page
DO YOU WISH TO RECEIVE BID REQUESTS FOR THESE PARTICULAR GOODS OR SERVICES IN THE FUTURE?  ( )YES  ( )NO*

BIDDER'S NAME AND ADDRESS:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

NAME: ____________________________  SIGNATURE: ____________________________

TITLE: ____________________________  DATE: ________________

*If you select this option, your name will be removed from the College's list of bidders for these goods or services. If you wish your name to be reinstated on this list at some future time, please submit your request in writing to the College Purchasing Office.
Section 1 - **TIME AND PLACE FOR RECEIPT OF BIDS**

Sealed bids will be received by _______ College, ("College"), a unit of The City University of New York ("CUNY") at the place and time stated on page 4, when they will be publicly opened and read aloud in the presence of CUNY representatives and any bidders who may desire to be present.

Section 2 - **CONTRACT DOCUMENTS**

(a) Prospective bidders may obtain a copy of the Contract Documents by complying with conditions set forth in the City Record and/or New York State Contract Reporter.

(b) For particular information concerning this Bid, bidders are referred to the Special Instructions (Part III) and Specifications (Part VI).

(c) Part V, **Agreement** shall be signed by the successful bidder only after award is made.

(d) References in the Contract Documents to "Business Manager" shall be deemed to include his/her designee(s). If this is a CUNY-wide Contract or one in which the work of the Contract is performed on behalf of more than one College, references herein to the "Business Manager" shall be deemed to signify that person or persons designated by CUNY in writing.

Section 3 - **INTERPRETATION AND CORRECTION**

(a) Prospective bidders shall examine the Contract Documents carefully, and before bidding, shall request from the Business Manager, in writing, an interpretation or correction of every ambiguity, inconsistency, deficiency or error therein which should have been discovered by a reasonably prudent bidder. Such interpretation or correction, as well as any other additions or amendments, will be issued in writing by CUNY, as an Addendum to the Contract Documents, and will be sent by mail, facsimile or carrier to each entity recorded as having requested a copy of the Contract Documents. Such Addendum shall become a part of the Contract Documents, and binding on all bidders whether or not receipt of such Addendum is shown.

(b) No other interpretation or correction other than that given by CUNY in writing as above shall be binding.
Section 4 - **Bid Modification**

Modification of the Contract Documents is not permitted.

Section 5 - **Approved Equal**

Where a manufacturer's name or catalogue number is mentioned, it is intended to establish a standard of quality or performance. Bidders are invited to submit equivalents. CUNY reserves the right to reject bids on such items it deems not equal to the items specified. Bidders shall submit samples of such items with their bids, together with information sufficient to assist CUNY in making this determination. CUNY reserves the right to request additional information or demonstration of performance after the bid opening.

Section 6 - **Samples and Demonstrations**

(a) Upon request of the Business Manager, Bidders shall submit samples or perform a demonstration. Samples shall be delivered within the time specified. Demonstrations shall be performed at a mutually agreed upon time, within the time specified by CUNY. If such samples or demonstration be not so furnished, or if they do not in CUNY's opinion, conform to the Specifications, the bid will be rejected.

(b) Samples and demonstrations shall be submitted free of charge. Samples will be removed by the Bidder at his expense. CUNY will not be responsible for any samples which are destroyed or damaged while in CUNY's custody. If samples are not removed within thirty (30) Days after written notice to the Bidder, they shall be considered as abandoned. Expenses incurred in their disposal shall be charged to the Bidder.

Section 7 - **Viewing of Site**

Bidders are expected to examine the site of the proposed work. They will be conclusively presumed to have full knowledge of any and all conditions on, about, above or below the site relating to, or affecting in any way, the performance of the work to be done under this Contract, which were or should have been discovered by a reasonably prudent bidder. CUNY reserves the right to require a site visit. (See Part III, Section 2.)

Section 8 - **Tax Exemption**

The City University of New York is exempt from the payment of any State and Local sales and use taxes. The bid price shall not include the amount of any such tax.
Section 9 - F.O.B. DELIVERY POINT

All prices bid shall be F.O.B. destination, inside delivery and assembled, unless otherwise specified.

Section 10 - DISCOUNTS

Trade discounts will be a factor in determining the award, if applicable. Cash discounts will not be a factor in determining awards but may be considered in tie bids.

Section 11 - TIE BIDS

Tie bids will be decided by CUNY, in its best interest.

Section 12 - BIDDER'S SWORN REPRESENTATIONS

Each bid shall be submitted upon the forms included (see Parts IV and VIII), shall be sworn and shall contain: (a) the name, residence or place of business and Federal I.D. Number of the person or persons making same; (b) the names of all persons interested therein, and if any other person is so interested such fact shall be so stated; (c) a statement to the effect that it is made without any connection with any other person making a bid for the same purpose and that it is in all respects fair and made without collusion or fraud; (d) a statement that no public or CUNY officer or employee or person whose salary is payable in whole or in part from the City or State Treasury is directly or indirectly interested therein or in the goods, supplies, materials, equipment, work, services or labor to which it relates or in any portion of the profits thereof; (e) a statement that the bidder is not in arrears to CUNY, the City, the State, or any agency thereof upon a debt, contract or taxes, and is not a defaulter as surety or otherwise upon any obligation to CUNY, the City, State or any agency thereof, except as set forth in the bid; (f) a statement as to prior or pending proceedings before agencies and in the Courts and (g) all other information required.

Section 13 - PRESENTATION OF BIDS

Bidders shall submit the complete Contract Documents, with required signatures and attachments, in a sealed envelope before the time and at the place stated on page 4. The cover of the envelope shall bear the information stated on page 4. Bids sent by mail or carrier are sent at the risk of the bidder and will not be considered if they arrive after the time stated for bid opening or at any location other than that designated. CUNY will not accept faxed bids. The Notes on page 4 are hereby incorporated into these Bid Conditions.
Section 14 - BID SECURITY

(a) Specific information about the bid security required to bid on this Contract Proposal is given in Part III, Section I.

(b) Such bid security shall be submitted with the Bid.

(c) Such bid security shall assure CUNY that the Bidder will adhere to his bid, and execute and perform the Contract, if his bid is accepted.

(d) A bid bond shall be in the amount of ten percent (10%) of the total amount of the bid and shall be submitted on the form provided herewith.

(e) A bid deposit shall be in the amount of two percent (2%) of the total bid price and shall be submitted in the form of (i) a certified check drawn upon a state or national bank or trust company, or a check of such bank or trust company signed by a duly authorized officer thereof or (ii) a money order or (iii) obligations of the City or State which the Comptroller may approve as of equal value with the sum so required.

(f) Within ten (10) business days after the opening of bids, CUNY shall return the security of all but the three lowest bidders. Within ten (10) business days after making the award, CUNY shall return the security of the remaining two unsuccessful bidders.

(g) Where all bids are rejected, CUNY will return the security of all bidders at the time of the rejection.

(h) CUNY will return the bid security to the winning bidder as follows:

   (i) If performance and payment bonds are not required under the Contract and partial payments are provided, only when the amount retained under the Contract equals the amount of the bid security.

   (ii) If performance and payment bonds are not required under the Contract and partial payments are not provided, only when final payment is certified for payment.

   (iii) If performance and payment bonds are required, within five (5) Days after filing of the Contract by the Comptroller or acceptance of the Contractor's bonds, whichever is later.

Section 15 - WITHDRAWAL OF BID

(a) A Bidder may withdraw his bid at any time before the date of opening of bids; thereafter a Bidder may withdraw his bid only
after the expiration of ninety (90) Days from the opening of bids and prior to any actual award. Any withdrawal of a bid shall be in writing.

(b) Upon discovery of a unilateral error or mistake, the Bidder may withdraw his Bid only upon a showing of the following:

(i) the mistake is known or made known to CUNY:

(1) prior to award of the Contract or

(2) within three (3) Days after the Bid Opening, whichever period is shorter;

(ii) the price bid was based on an error of such magnitude that enforcement would be unconscionable;

(iii) the Bid was submitted in good faith and the Bidder submits credible evidence that the mistake was a clerical error as opposed to a judgement error;

(iv) the error in the Bid is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods or services made directly in the compilation of the Bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents or materials used in the preparation of the Bid and

(v) it is possible to place CUNY in status quo ante.

Section 16 - RESPONSIVENESS AND RESPONSIBILITY OF BIDDER

(a) CUNY reserves the right to request Bidder for additional information and representations after the opening of bids. Bidder shall submit such information and representations in the form of a sworn statement, within the time established by CUNY.

(b) CUNY reserves the right to request Bidder to submit to an oral examination or hearing after the opening of bids. Bidder shall have the right to receive due process at any such oral examination or hearing. Such oral examination or hearing shall be conducted at a mutually agreed upon time, within a time period specified by CUNY.

(c) Failure to comply with the requirements of this Section shall be deemed grounds for rejection of the bid.
Section 17 - **REJECTION OF BIDS**

(a) CUNY may reject a bid if:

(i) the Bidder does not provide any of the information or documents as required;

(ii) the Bidder does not provide the bid security as required;

(iii) the Bidder misstates or conceals any material fact in the bid, or in the sworn written statement or oral examination or hearing, referred to in Section 16 above;

(iv) the Bid is not in compliance with law;

(v) the Bid is not responsive to the requirements of this Contract;

(vi) the Bid is conditional;

(vii) the Bid, in the opinion of CUNY, contains unbalanced bid prices, unless the Bidder can show that the prices are not unbalanced for the probable required quantity of such items; or if

(viii) a determination that the Bidder is not responsible is made in accordance with law and CUNY regulations.

(b) CUNY reserves the right to reject all Bids whenever it deems it in the best interest of CUNY to do so.

Section 18 - **CORRECTION OF BID PRICE**

(a) In the event of a discrepancy between the bid price (i) as stated in words and as stated in numbers or (ii) as stated in Part VIII hereof and as stated on any other part of this Contract Proposal, CUNY reserves the right to deem the lower amount to be the bid price.

(b) In the event of an arithmetic error in Bidder's multiplication of the unit price by the quantity of that item specified, CUNY reserves the right to make the arithmetic correction and deem the corrected amount the bid price.

(c) CUNY reserves the right to waive any informalities in a bid, in the best interests of CUNY.
Section 19 - CONTRACT QUANTITIES

If this is a Requirements Contract, the estimate of quantities of the Goods or Services required is approximate for the purpose of comparison of bids only, and shall in no respect be deemed a guarantee. The quantities actually required to complete the Contract may be less or more than estimated, and, if less, no action for damages nor for lost profits shall accrue to Contractor by reason thereof.

Section 20 - AWARD OF CONTRACTS

(a) If this Contract is a competitively bid contract, it shall be awarded to the lowest responsive and responsible bidder, pursuant to law and CUNY regulations.

(b) If this Contract is awarded pursuant to a Request for Proposal, it shall be awarded on the basis of best value to a responsive and responsible offeror, pursuant to law and CUNY regulations.

(c) If optional extras are bid, the award shall be made to the lowest responsive and responsible bidder based on (i) the base bid alone or (ii) the total of the base bid plus optional extras, in priority as listed, to the extent of funds available.

Section 21 - FAILURE TO EXECUTE CONTRACT

If the Bidder to whom the Contract is awarded refuses or neglects to execute it within ten (10) Days of receipt of the award letter, his bid security shall be retained by CUNY as liquidated damages. The Bidder shall also be liable for and agrees to pay CUNY, on demand, the difference between the price bid by him and the price for which such Contract shall be subsequently relet, including the cost of such reletting. No plea of mistake in his Bid shall be available to the Bidder for the recovery of the bid security or as a defense to any action based upon such Bid.

Section 22 - RIGHT TO WITHDRAW FROM CONTRACT

If, within thirty (30) Days after the registration of the Contract, CUNY fails to fix the date for commencement of work by written notice to the Contractor, the Contractor, at his option, may ask to be relieved of his obligation to perform the work called for, by written notice to CUNY. If such relief is given, the Contractor shall waive all claims for damages of any sort.

NEW YORK CITY OR STATE REQUIREMENTS FOLLOW
PART II - NEW YORK CITY OR STATE REQUIREMENTS

NOTE: This section applies to certain contracts only and may be intentionally left blank.

SECTION A: NYC Vendor Qualification Questionnaire
SECTION B: NYC Principal Questionnaire
SECTION C: NYS Executive Law Article 15-A Statement

SPECIAL INSTRUCTIONS FOLLOW

(15.1 through 15. ___)
PART III - SPECIAL INSTRUCTIONS

Section 1 - Bid Security:

a) Bidders shall provide bid security in the form of a Bid Deposit or a Bid Bond. See also Part I, Section 14.

b) The Bid Deposit shall be in the amount of no less than two percent (2%) of the total bid price. A certified check or money order in such amount shall be drawn to the order of ________________, College.

c) The Bid Bond shall be in the amount of no less than ten percent (10%) of the total bid price and shall be submitted on the form provided on pages 30-31 hereof.

Section 2 - Pre-bid Questions and Meetings:

a) Submit all questions in writing:

No later than ________________, 200__.

To: ___________________________ Fax: ___________________________

Address: _____________________________________________________

b) Prebid conference: Required_____ / Not Required_____

Location _____________________________________________________

Contact Person _________________ Phone _________________

Date _________________________ Time ______________________

c) Site visit: Required_____ / Not Required_____

Date __________________________ Time _____________________

Confirm Attendance with _______________ Phone _______________
Section 3 - Signatures required with Bid submission:

a) Page 5 and pages 21 through 31 and pages 61 through 63.

b) Others: __________________________________________________________

Section 4 - Time of Completion:

The time of completion shall be __________ consecutive calendar days from notice to begin work or the established starting date of the Contract, or pursuant to the Specifications.

Section 5 - Renewals: Permitted____ / Not Permitted____

See Specifications and Agreement, Section 28.

Section 6 - Licenses, Permits and Certificates:

Required____ / Not Required____:

______________________________________________________________

______________________________________________________________

______________________________________________________________

Section 7 - Payments:

a) Partial payments are Permitted____ / Not Permitted____

b) Invoices shall be in triplicate for all goods delivered and for all services rendered and shall be submitted to:

______________________________________________________________ College

Accounts Payable Office, Room ____

______________________________________________________________

______________________________________________________________

c) Invoices in pencil and faxed invoices are not accepted.
Section 8 - Liquidated Damages:

See Specifications and Agreement Section 14.

Section 9 - Sub-Contracting:

Permitted_____ / Not Permitted_____

Not to exceed _________% of Contract price.

Section 10 - Requirements Contract:

Applicable_____ / Not applicable_____

If this is a Requirements Contract, CUNY makes no guarantee of the amount of work to be provided. See Part I, Section 19.

Section 11 - Affirmative Action and Equal Employment Opportunity:

This Contract Proposal is subject to applicable provisions of Federal, State and Local Laws and is ___ / is not ___ subject to New York State Executive Law and regulations requiring affirmative action and equal employment opportunity. After award of this Contract, CUNY will inform Contractor whether he will be required to submit quarterly or semi-annual work force utilization reports.

Section 12 - VENDEX Questionnaire: Required____ / Not required____

Pursuant to NYC Administrative Code Section 6-116.2, Contractor may be required to submit completed VENDEX questionnaires. If this Bid is for a Community College contract and for $100,000 or more, or if this Bid when added to the sum total of all contracts, concessions and franchises Contractor has received from New York City, or of subcontracts Contractor has received from City contractors, during the preceding twelve (12) months, equals or exceeds $100,000, Contractor will be required to submit completed VENDEX questionnaires as directed by the College.

Section 13 - Insurances:

   a) FAILURE TO COMPLY WITH THIS SECTION SHALL MAKE THE CONTRACT VOID.

   b) CUNY reserves the right to add additional insurance requirements to the Specifications. See Part VI.

   c) CUNY reserves the right to request certified complete copies of required insurances at any time.
d) All notices under this section shall be addressed to Business Manager, ________________ College, with address as listed on cover page of this Contract and with a copy to the Office of General Counsel, Attn.: ________________ College, The City University of New York, 535 East 80th Street, New York, NY 10021. During performance of this Contract and up to the date and final acceptance thereof, the Contractor shall effect and maintain with companies satisfactory to CUNY, the following types of insurance, in the amounts shown below.

e) The presence of engineers or inspectors of the insured on the site of the work performed under the Contract with the insured shall not invalidate any policy of insurance.

f) Such policy shall not be invalidated by reason of any of the terms of any policy issued by the Insurance Company to the Contractor.

g) WORKERS' COMPENSATION INSURANCE:

(i) Before performing any work on the Contract, the Contractor shall procure statutory Workers' Compensation Insurance in accord with the Laws of the State of New York on behalf of all employees who are to provide labor or service under this Contract.

(ii) Certificates of such insurance or authority for self-insurance shall be furnished to CUNY before Contractor commences the work of this Contract.

h) EMPLOYER'S LIABILITY INSURANCE:

Required_____ / Not Required_____

(i) Before performing any work on the Contract, the Contractor shall procure Employer's Liability Insurance affording compensation for all employees providing labor or services for whom Workers' Compensation coverage is not a statutory requirement. Such insurance shall be in an amount not less than $1,000,000 per accident.

(ii) Certificates of such insurance or authority for self-insurance shall be furnished to CUNY before Contractor commences the work of this Contract.

i) COMMERCIAL GENERAL LIABILITY INSURANCE:

Required_____ / Not Required_____

(i) Before commencing work at the site, the Contractor shall procure a commercial general liability insurance policy
(issued by a New York admitted carrier) in the Contractor's name and naming the College, The City University of New York, the City of New York, The City University Construction Fund, the Dormitory Authority of the State of New York, and the State of New York as additional insureds. The policy shall protect the above named entities, the Contractor and his sub-contractors from claims for property damage and/or bodily injury which may arise from operations under this Contract. Such insurance shall be in an amount not less than one million dollars ($1,000,000) per occurrence combined single limit.

(ii) Certificates of such insurance or authority for self-insurance shall be furnished to CUNY before Contractor commences the work of this Contract.

j) **AUTOMOBILE LIABILITY INSURANCE:**

Required_____ / Not Required_____  

(i) The Contractor shall provide CUNY with evidence of insurance covering all owned, non-owned and hired vehicles to be used in connection with this Contract. Such insurance shall be in an amount not less than one million dollars ($1,000,000) per occurrence combined single limit.

(ii) Certificates of such insurance or authority for self-insurance shall be furnished to CUNY before Contractor commences the work of this Contract.

k) No policy shall be canceled, terminated, modified or changed by the Contractor's insurer unless twenty (20) Days' prior written notice is sent to the insured by Certified Mail and addressed to Business Manager, __________________________ College, at the address listed on the cover page of this Contract and with a copy to Office of General Counsel, Attention: __________________________ College, The City University of New York, 535 East 80th Street, New York, N.Y. 10021 nor shall it be canceled, terminated, modified or changed by the Contractor securing such policy without the prior consent of The City University of New York.

**INFORMATION FROM BIDDER FollowS**

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PART IV

INFORMATION FROM BIDDER

****** NOTE: TO SUBMIT A VALID BID, BIDDER MUST COMPLETE PAGES 5, 21 TO 31 AND ALL BID SHEETS LISTED, INCLUDING PAGES 61 TO 63. DO NOT SIGN AGREEMENT AT THIS TIME. ******

THE UNIVERSITY RESERVES THE RIGHT TO DETERMINE THAT A BIDDER HAS SUBSTANTIALLY MET THESE REQUIREMENTS AND/OR TO REQUEST ADDITIONAL INFORMATION.

BID FOR ____________________________________________________________

NAME OF BIDDER _________________________________________________

NEW YORK OFFICE ________________________________________________

PHONE ________________ FAX __________________________

PRINCIPAL OFFICE ________________________________________________

DATE AND TIME OF BID OPENING _________________________________

****** ATTACH YOUR MOST RECENT FINANCIAL STATEMENT ******

CHECK ONE AND INCLUDE APPROPRIATE NUMBER:

_____ - Corporation
   EMPLOYER IDENTIFICATION NUMBER
   ______________________________

_____ - Partnership, Joint Venture or other unincorporated organization
   EMPLOYER IDENTIFICATION NUMBER
   ______________________________

_____ - Individual or Sole Proprietorship
   SOCIAL SECURITY NUMBER
   ______________________________

---

2Under the Federal Privacy Act, the furnishing of Social Security numbers is voluntary. Failure to provide a Social Security Number will not result in disqualification.
NOTE: Bidder is invited to attach additional pages of information. Indicate on each added page the question to which you are responding. Indicate on this document how many additional pages you have attached.

A. If bidder is a corporation, complete the following:

Organized under the laws of the State of __________________________

Date of Incorporation ______________

If a state other than New York, has Certificate of Authority to do Business been obtained from the Secretary of State of New York?

Yes ___ No ___ Date of Certificate _____________

NAME AND HOME ADDRESS OF PRESIDENT __________________________

________________________________________________________

NAME AND HOME ADDRESS OF SECRETARY __________________________

________________________________________________________

NAME AND HOME ADDRESS OF __________________________

________________________________________________________

B. If bidder is a partnership, state the name and residence of each member thereof. Number of additional pages attached: ______

NAME OF PARTNER RESIDENCE OF PARTNER

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

3Insert title of Corporate Officer [if other than President or Secretary] who signed this bid.
C. How many years' experience in work similar to this Bid has your organization, as presently constituted, had? _______

D. List all similar public and private contracts which your present organization has completed during the last five years.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Contract Date</th>
<th>Name and Phone # of Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Description</td>
<td>Completed</td>
</tr>
</tbody>
</table>

Number of additional pages attached: ______

E. List all similar public and private contracts your present organization is now performing. Number of additional pages attached: _______

<table>
<thead>
<tr>
<th>Contract</th>
<th>Contract Name, Address, Title and Phone # of Reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Description</td>
</tr>
</tbody>
</table>

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F. Do you pay prevailing wages?   Yes _____ / No _____

G. If your answer to any of the subparts of G is Yes, please attach additional sheets giving details. Providing incomplete or false information shall be grounds for rejection of your bid.

(1) Has your present organization ever failed to complete any contract?   Yes _____  No _____

(2) Has your present organization ever failed to complete any contract on time (after allowance for authorized time extensions)?   Yes _____  No _____

(3) Has your present organization ever been refused the award of any contract on which you were the low bidder in competitive bidding?  Yes _____  No _____

(4) Have there been any contracts performed by your present organization on which final payment has been the subject of litigation?  Yes _____  No _____

(5) Are there any liens filed against your organization?  Yes _____  No _____

(6) Are any actions or proceedings pending in this State or in any other jurisdiction against your present organization, against any of the partners, if a partnership, or against any of the officers or principals, if a corporation?  Yes _____  No _____

(7) Are there any outstanding or unsatisfied claims or actions now pending, or which will accrue hereafter, against your organization, its partners, if a partnership, or its officers or principals, if a corporation?  Yes _____  No _____

(8) Has your present organization been awarded New York City contracts, franchises or concessions, or subcontracts from City contractors, during the preceding twelve (12) month period, which equal or exceed $100,000?  Yes _____  No _____

Number of additional pages attached: ________

H. 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 thereof certifies as to her/his own organization, under penalty of perjury, to the best of her/his knowledge and belief that:
(1) (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 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 bid 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 induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition;

(2) this Bid and the representations contained herein, shall be deemed to have been authorized by the board of directors of the Bidder, or members of the partnership, as applicable, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation or partnership, as applicable;

(3) Bidder is of lawful age and the only one interested in this Bid, and no person, partnership or corporation other than hereinabove named has any interest in this Bid, or in the Contract proposed to be entered into;

(4) no employee or officer of The City University of New York, or of the City or State of New York, or other officer, employee or person whose salary is payable in whole or in part, from the City or State treasury, is directly or indirectly interested in this Bid, or in the goods, supplies, materials, equipment, services, work or labor to which it relates, or in any portion of the profits thereof;

(5) for the period beginning five (5) years immediately preceding the date of this Bid, said Bidder (the term "Bidder" includes any partner of, officer of, or owner of more than a five percent [5%] interest in, the entity) states that s/he:

   (a) is not now and has not been in arrears to CUNY or the City or State of New York upon any debt, tax or contract and is not a defaulter or surety on any defaulted debt or contract;

   (b) has not been declared not responsible or disqualified by CUNY or any agency of the United States or the City or State of New York nor is there now a proceeding pending before any such agency calling into question the responsibility or qualification of the Bidder with respect to a particular bid or generally;
(c) has not been found guilty or pleaded guilty to a crime or misdemeanor in any court of the United States, or State or City of New York, nor is there any criminal proceeding or indictment pending in any such court:

Identify all matters relating to 5 (a), (b) or (c) above, or if NONE, insert NONE. Attach additional sheets if necessary.

Number of additional pages attached: ____

EXCEPT

Bidder further agrees that should any of the events described in 5 (a), (b) or (c) above occur after date of submission of this Bid or prior to or during performance of any agreement arising out of this Bid, s/he will submit written notice thereof promptly to The Office of General Counsel, Attn: __________________________ College, The City University of New York, 535 East 80th Street, New York, NY 10021.

6. Bidder has carefully examined all Contract Documents, including but not limited to the Specifications, the Special Instructions, the Bid Conditions and the Agreement, and will execute the Contract if awarded to him and will perform all the terms and conditions thereof.

7. Bidder expressly undertakes and agrees to fully comply with any and all laws, orders or regulations of any Federal, State or Municipal authority or agency insofar as any of the same affect the execution and performance of this Contract and to notify the College promptly in writing of any such law, order or regulation that may be promulgated at any time during the course of the performance of this Contract which may affect the Contract.

8. Bidder certifies that the prices quoted herein are net and are exclusive of all federal, state and local sales or use taxes.

9. Bidder does hereby agree and represent that s/he will comply with all applicable Equal Employment Opportunity and Affirmative Action programs and that all subcontracts entered into for the purposes of this Contract shall contain provisions binding such subcontractor to compliance with such programs.
10. Bidder shall execute the Contract within ten (10) Days after award. In the event of her/his failure to do so, the amount of the bid security or so much of such bid security as may be applicable to the amount of the award made to her/him, shall be retained by CUNY as liquidated damages. S/He shall also be liable for and agrees to pay to CUNY, on demand, the difference between the price bid by her/him and the price for which the Contract shall subsequently be relet, including the cost of such reletting. No plea of mistake in such Bid shall be available to the undersigned Bidder for the recovery of the bid security or as a defense to any action based upon such Bid.

NOTES: Failure to submit the sworn attestation below shall be deemed grounds for rejection of this Bid. If the Bidder cannot make the attestation required, s/he shall so state and shall furnish with the Bid a sworn statement which sets forth in detail the reasons therefor. The fact that a Bidder (i) has published price lists, rates, or tariffs covering items being procured, (ii) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (iii) 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 paragraph (H)(1) above.

I have personal knowledge of the several matters stated above and they are in all respects, to the best of my knowledge and belief, true and complete.

________________________________________  Authorized Signature

________________________________________  Print name

REQUIRED ACKNOWLEDGMENTS FOLLOW

NOTES:

(1) PLEASE USE THE CORRECT ACKNOWLEDGMENT.

(2) PLEASE FILL IT OUT COMPLETELY AND ACCURATELY.

(3) YOUR FAILURE TO DO SO WILL DELAY AWARD OF A WINNING BID.

FOR BID SHEETS, SEE PAGES 61 TO 63.
ACKNOWLEDGMENT OF PRINCIPAL - CORPORATION

STATE OF ________________) ) SS:
COUNTY OF ________________) )

On this ______ day of ________________, 200_,
before me personally came _______________________________ to me known, who, being by me duly sworn did depose and say that s/he resides at ________________________________

___________________________, that s/he is the _______________________________
of ________________________________,

the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed her/his name thereto by like order.

Notary Public or Commissioner of Deeds STAMP

ACKNOWLEDGEMENT OF PRINCIPAL - PARTNERSHIP

STATE OF ________________) ) SS:
COUNTY OF ________________) )

On this ______ day of ________________, 200_,
before me personally appeared _______________________________,
to me known and known to me to be one of the members of the partnership of ________________________________
described in and who executed the foregoing instrument and s/he acknowledged to me that s/he executed the same as and for the act and deed of said partnership.

Notary Public or Commissioner of Deeds STAMP
ACKNOWLEDGMENT OF PRINCIPAL - INDIVIDUAL

STATE OF ______________) SS:
COUNTY OF ______________)

On this ______ day of ____________________, 200__, before me personally appeared ______________________________

_________________________ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

_________________________
Notary Public or Commissioner of Deeds

STAMP

BID BOND FOLLOWS
BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we,

hereinafter referred to as the "Principal", and

hereinafter referred to as the "Surety", are held and firmly bound

to THE CITY UNIVERSITY OF NEW YORK, hereinafter referred to as
"CUNY", or its successors and assigns, in the penal sum of

Dollars ($___________), lawful money of

the United States, for the payment of which said sum of money well
and truly made, we, and each of us, bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted)
to CUNY the accompanying Contract Proposal (the "Proposal"), hereby
made a part hereof, to enter into a Contract (the "Contract") for

NOW, THEREFORE, the conditions of this obligation are such
that the Principal shall not withdraw said Proposal without the
consent of CUNY for a period of ninety (90) Days after the opening
of bids and, in the event of acceptance of the Proposal by CUNY,
the Principal shall:

(a) Within ten (10) Days after notification by CUNY, execute
and deliver to CUNY all the executed counterparts of the Contract
in the form set forth in the Proposal and in the number as required
by CUNY, and

(b) In all respects perform the Agreement created by the
acceptance of said Proposal.

IF CUNY shall reject the aforesaid Proposal, then this
obligation shall be null and void; otherwise to remain in full
force and effect.
It is expressly understood and agreed that the liability of the Surety for any and all things hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of the Surety and its Bond shall in no way be impaired or affected by any postponements of the date upon which CUNY will receive or open bids, or by any extensions of the time within which CUNY may accept the Proposal, or by any waiver by CUNY of any of the requirements of the Contract; and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers this _____ day of ________________, 200_.

_________________________________________  (SEAL)
Principal
By ______________________________________

_________________________________________  (SEAL)
Surety
By ______________________________________

FOR BID SHEETS, SEE PAGES 61 to 63
PART V
AGREEMENT

AGREEMENT – TO BE EXAMINED CAREFULLY.

IF YOU ARE AWARDED THIS CONTRACT, YOU WILL BE REQUIRED TO PERFORM
THIS AGREEMENT PURSUANT TO THESE TERMS AND CONDITIONS.

MODIFICATION OF THESE TERMS AND CONDITIONS SHALL BE GROUNDS FOR
REJECTION OF YOUR BID.

DO NOT SIGN AGREEMENT AT THIS TIME.

AGREEMENT FOLLOWS
PART V
AGREEMENT

THIS AGREEMENT, is made by and between The City University of New York, hereinafter called "CUNY," on behalf of _____________ ____________________________
__________________________ College, hereinafter called "College," and ____________________________
__________________________ hereinafter called "Contractor".

WITNESSETH:

In consideration of the mutual stipulations and covenants herein contained, the parties do agree with each other as follows:

Section 1 - DEFINITIONS

The following words and expressions used in this Contract and all Contract Documents shall be construed to mean as follows:

(a) "Approved," "Directed," "Required," "Specified," unless otherwise expressed to mean approved, directed, required, or specified, as the case may be, by CUNY.
(b) "Business Manager" to mean the Business Manager of the College acting either directly or through his/her designated representative in any matter. See also Section 2(b) below.
(c) "City" to mean the City of New York.
(d) "College" to mean the College named above.
(e) "Comptroller" to mean the Comptroller of the City or State of New York, or the Controller of The City University of New York, as applicable.
(f) "Contract" - see Part V, Section 2(a) below.
(g) "Contractor" to mean the second party named above.
(h) "CUNY" to mean The City University of New York.
(i) "Days" shall mean calendar days unless otherwise specified.
(j) "Goods" to mean the goods, supplies, materials, equipment or processes to be furnished under this Contract.
(k) "Other Contractor" to mean any contractor (other than the named party to this Contract) who has a contract with CUNY or affiliated entity for work on the site.
(l) "Purchasing Office" to mean the Purchasing Office of the College named above.
(m) "Services" to mean the work or labor to be performed under this Contract.
(n) "State" to mean the State of New York.
(o) "Work" to mean the services to be performed under this Contract.
Section 2 - CONTRACT DOCUMENTS

(a) This Contract includes all relevant documents, including but not limited to the advertisement, Instructions to Bidders, Bid Conditions, Specifications, Special Instructions, Amendments, Addenda, Appendices, drawings, schedules, questionnaires, Bid, representations or affirmations of Bidder, notice of award, Agreement, bonds, insurance documents and samples submitted with Bid or additional information provided by Bidder pursuant to Bid Conditions.

(b) If this is a CUNY-wide Contract or one in which the Work is performed on behalf of more than one College, references herein to the "Business Manager" shall be deemed to signify that person or persons designated by CUNY in writing.

(c) The matters and items comprising this Contract, as set forth in Section 2(a) above, are intended to mutually explain and complement one another. Any conflict between or among the separate elements, any errors or omissions, or any doubt as to the requirements of the Contract, shall be resolved or corrected by CUNY in writing. The Contractor shall have no power unilaterally to make any such resolutions or corrections. Such resolutions or corrections by CUNY shall be final, conclusive and binding upon the Contractor.

Section 3 - MODIFICATIONS

CUNY shall have the exclusive right to modify this Contract in a manner not materially affecting the substance thereof. Any such modification shall be in writing and signed by the Business Manager.

Section 4 - PERFORMANCE

(a) The Contractor shall deliver the Goods and perform the Work subject to all relevant federal, state and local law.

(b) The Contractor shall deliver the Goods and perform the Work for the accepted bid price.

(c) The Contractor shall deliver the Goods and perform the Work within the time specified.

(d) The Contractor shall deliver the Goods and perform the Work at the direction of the Business Manager and in such manner as shall insure the safety of the College community.

(e) At all times when Contractor, his employees,
subcontractors or agents are on campus, they shall be subject to all applicable CUNY rules and regulations.

(f) If subcontracting is permitted under this Contract, Contractor shall ensure that his subcontractors and/or agents shall comply with all applicable Federal, State and Local laws and CUNY rules and regulations and any and all applicable provisions of this Contract.

Section 5 - GUARANTEE

(a) The Contractor guarantees that all Goods, including all parts thereof, are of first quality throughout and comply in all respects or are fully equal to standards called for in this Contract. The Contractor further guarantees all Goods, all parts thereof, the Work, his workmanship and work product against any defects of workmanship, construction and materials, and guarantees to repair or replace without cost to CUNY any article that has become defective, such not proven to have been caused by negligence on the part of the user, within one (1) year from date of acceptance by CUNY of the final delivery.

(b) Should this Section become operative and the Contractor be required to repair or replace any equipment or any part so guaranteed, a new guarantee period of one (1) year shall become effective for those items so repaired or replaced dating from the time of acceptance by CUNY of delivery of such repair or replacement.

(c) Should Contractor fail to replace or put in first class condition any such articles within thirty (30) Days from date of notice, CUNY may have the work done and articles repaired or replaced by others and charge the cost to money due, or that may become due to the Contractor, or if there be no money due, the Contractor agrees to pay CUNY such costs.

(d) All manufacturers' and/or subcontractors' warranties and guarantees shall run directly to CUNY as well as to the Contractor or his subcontractor. The Contractor shall obtain all manufacturers' warranties and guarantees in the name of CUNY and will deliver same to CUNY at the time of performance of the Work.

(e) The provisions of this Section shall survive the expiration or termination of this Contract.

Section 6 - GOODS

(a) Deliveries shall consist only of new and unused Goods unless otherwise specified.
(b) Contractor shall not remove or alter any manufacturer's label or marking from any Goods supplied hereunder.

(c) Delivery containers and reels become the property of CUNY unless otherwise specified. When containers or reels are returnable, they will be returned at the expense of the Contractor.

(d) The Contractor shall remove any nonconforming goods at his own expense within a reasonable time, not to exceed five (5) Days after notification of any rejection. Perishable goods shall be removed within twenty four (24) hours after notice of rejection. Rejected goods left longer than five (5) Days shall be deemed abandoned and the College shall have the right to dispose of them. Expenses incurred in their disposal shall be charged to the Contractor.

(e) The Contractor bears the risk of loss of all Goods until inspected and accepted. If acceptance is revoked the Contractor bears the risk of loss thereafter.

(f) CUNY shall be under no obligation to sell or resell any rejected goods.

(g) The Contractor shall bear the cost of all further inspections required by reason of any rejection.

(h) If the Contractor fails to make delivery within the time specified or if the delivery is rejected, CUNY may obtain the Goods from other sources under the buy-against procedure set forth below:

   (i) Should the new purchase price exceed the Bid price, CUNY shall charge the Contractor the excess cost, the cost of reletting the order, and where applicable, liquidated damages.

   (ii) Should the new purchase price be less than the Bid price, the Contractor shall have no claim to the difference; and the reletting cost and any applicable liquidated damages shall be charged against him.

   (iii) All such charges against a Contractor shall be deducted from money that is due or shall become due him from CUNY. In the event that there is no money due him, the Contractor shall pay the full amount of such charges.

Section 7 - PROPRIETARY ARTICLES

(a) Goods identified in the Contract Documents by a catalogue description, or trademark or tradename, or by the name of any particular patentee, manufacturer or dealer, shall mean the Goods indicated or any other item approved as equal thereto, as shall be
(b) The Contractor shall be liable for all claims against CUNY, the City, the State or any officer, agent or employee of any of them for infringement of patent rights, copyrights or other proprietary rights arising from the purchase or use of any proprietary Goods delivered under the Contract, and shall save harmless and indemnify CUNY, the City, the State and any officer, agent or employee of any of them, against all costs, expenses and damages which they may incur by reason of such infringement.

Section 8 - EXTENSION OF TIME

(a) If the Contractor is delayed in delivering any Goods or performing any Work by any act or omission of CUNY, the Contractor will be allowed an extension of time to perform equal to the number of days or parts thereof he was so delayed.

(b) The Contractor shall make application for such an extension in writing and prior to expiration of the time to complete the Work.

(c) The delivery and acceptance of any Goods or Work after the time fixed to deliver the same shall not be deemed a waiver of any rights by CUNY.

Section 9 - COMPETENT WORKERS

(a) The Contractor shall employ only competent workers for this Contract. If the Contractor is notified in writing that, in the reasonable opinion of the Business Manager, any worker, employee or agent of the Contractor or his subcontractors is incompetent or otherwise unacceptable, Contractor shall promptly replace such worker and shall not again assign such person for the Work of this Contract.

(b) The Contractor shall at all times enforce and maintain discipline, order and cooperation among his employees and subcontractors.

(c) The Contractor shall not employ or utilize any labor, materials or means whose employment or utilization during the course of this Contract, may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar actions by employees or agents of the Contractor, or by any of the trades working in or about the buildings and premises where work is being performed under this Contract, or by Contractor or his subcontractors pursuant to other agreements or contracts, on or at CUNY, the College or any other building or premises owned or operated by the City or State of New York, and their respective
agencies, departments, boards or authorities. Any violation by the Contractor of this requirement may be considered as proper and sufficient cause for declaring the Contractor to be in default under this Contract and for CUNY, the City or State or any or all of them to take such action against him or any such other action as it or they may deem proper.

Section 10 - INCREASE OR REDUCTION OF QUANTITIES

(a) If this is a Requirements Contract, the amount of the Bid shall be deemed approximate and for the purposes of bid comparison only.

(b) If this is not a Requirements Contract, CUNY shall have the right to increase or reduce the quantity of Goods or Services by not more than ten percent (10%) thereof, unless otherwise stated in the Specifications.

(c) Unless otherwise stated in the Specifications, unit prices shall not vary notwithstanding any increase or reduction in the quantities of Goods or Services, and no claim for damages shall be made by or allowed to the Contractor by reason of such increase or reduction.

Section 11 - LICENSES, PERMITS AND CERTIFICATES

The Contractor shall comply with the rules, regulations and requirements of all federal, state and local authorities having jurisdiction over the Work. All required licenses, permits, plans and certificates shall be delivered to the Business Manager before commencement of the Work.

Section 12 - ARBITER OF DISPUTES

The Contractor shall direct questions arising during the performance of the Contract and concerning its performance to the Business Manager. The decision of the Business Manager shall be made in the best interest of CUNY and shall be final, conclusive and binding.

Section 13 - ESTOPPEL

Neither the City, State, CUNY, nor any officer, agent or employee of any of them, shall be precluded or estopped from showing at any time, either before or after the complete performance of the Contract and payment thereunder, the actual quantity, nature and value of the Goods delivered or Work performed by the Contractor, or any other person under the Contract, or from showing at any time that any certificate upon which payment is made
for any or all of the said Goods or Work is untrue, and that the Goods or Work or any part thereof delivered or performed by the Contractor do not conform to the Contract. CUNY, shall, in such case, have the right to demand and recover from the Contractor such damages as it may suffer by reason of his failure to comply with the Contract, notwithstanding any such certificate nor any payments made for any or all of the Goods delivered or Work performed.

Section 14 - LIQUIDATED DAMAGES

(a) Whereas failure to complete performance within the time specified will cause damage and loss to CUNY, the precise extent of which shall be difficult to calculate or ascertain, the Contractor shall pay, for each day's delay until completion of said performance and its acceptance by CUNY, liquidated damages as detailed in the Specifications, as liquidated damages and not by way of penalty.

(b) If CUNY elects to cancel the Contract and terminates the Contractor's right to perform, liquidated damages shall be assessed from the time that the Contractor should have delivered or performed pursuant to the Contract to the time when such delivery or performance is obtained by CUNY from others, in addition to any expenses incurred by reason of such substituted delivery or performance.

(c) In its sole discretion, CUNY shall deduct and retain out of any monies which may be due or become due to the Contractor under this Contract, the amount of such liquidated damages which is hereby agreed upon.

(d) Nothing contained herein, nor the exercise of any right by CUNY hereunder, shall waive, limit, satisfy or affect in any way claims or demands against the Contractor by CUNY or others arising from the failure of Contractor to perform under this Contract.

Section 15 - CANCELLATION OF CONTRACT

(a) If the Contractor (i) fails to deliver the Goods or perform the Work, or any part thereof at the time and place, under the terms and in the manner specified in the Contract Documents; (ii) sublets or assigns the Contract otherwise than as herein specified or (iii) breaches any of the Contract conditions or covenants or executes them in bad faith, CUNY shall have the power to terminate this Contract as to all or any part of the unperformed balance by written notice thereof to be served on the Contractor, and thereupon the Contractor shall stop performance of the balance of the Contract. CUNY shall thereupon have the power to contract for performance of the balance of the Contract or any part thereof, and shall charge to the Contractor the expense thereby incurred.
together with any liquidated damages from the time the Contractor should have delivered such Goods or performed such Work to the time when such Goods or Work are obtained by CUNY. If such expense and such liquidated damages shall exceed the amounts otherwise due and payable to the Contractor hereunder, then he shall pay to CUNY the amount of such excess. If such expense and liquidated damages shall be less than the amounts otherwise due and payable to the Contractor hereunder, then he shall waive all claim to the difference.

(b) When CUNY, in the exercise of its rights under this Section, shall agree to obtain part but not all of any undelivered Goods or unperformed Work, the Contractor shall, when ordered in writing to do so by the Business Manager, continue to deliver or perform such other portion of undelivered Goods or unperformed Work in such a manner as to conform with the terms of the Contract.

Section 16 - NOTICES

All notices, letters, orders or other communications addressed to the Contractor, when deposited in a postpaid wrapper in any post office box regularly maintained by the United States Postal Service, or delivered by facsimile or carrier, to the address as stated in Contractor's Bid, shall be deemed received as of date and time of such deposit or delivery. The place so designated may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Business Manager. Nothing in this Section shall be deemed to be a waiver of any requirements for service as provided by law.

Section 17 - INDEMNIFICATION

Contractor will indemnify and save harmless CUNY, the City and the State, and each officer, agent and employee of any of them, from all suits, claims, demands, damages, fines, liens, actions and costs of any kind, including attorneys' fees, to which any or all of them may be subjected or put by reason of any or all of Contractor's operations under this Contract and shall be solely responsible for any and all injuries to persons including death and all damage to property resulting from negligence or carelessness on the part of the Contractor, his employees, subcontractors or agents in the delivery of the Goods, or performance of the Work or by or on account of any act or omission of the Contractor, his employees, subcontractors or agents during the Work of this Contract, and the whole or so much of the monies due or to become due to the Contractor under this Contract as shall or may be considered necessary by the Comptroller may be retained by CUNY until all such suits or claims shall have been settled or otherwise disposed of, and evidence to that effect furnished to the satisfaction of the Comptroller. The provisions of this Section shall survive the expiration of this Contract.
Section 18 - LIENS

If at any time during performance of the Work or after the Work has been accepted by CUNY, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with CUNY and with the Comptroller any such notice as is described in the Lien Law or any act of the Legislature of the State of New York, then, and in every such case, CUNY shall retain, anything herein contained to the contrary thereof notwithstanding, from the monies under its control, and due or to become due under this Contract, so much of such monies as shall be sufficient to pay off, satisfy and discharge the amount in such notice alleged or claimed to be due to the person or persons filing such notice, together with the reasonable costs of any action or actions brought or that may be brought to enforce such claim or the lien created by the filing of such notice. The monies so retained shall be retained by CUNY until the lien thereon created by the said Act and the filing of the said notice shall be discharged pursuant to the provisions of the said Act.

Section 19 - COOPERATION WITH OTHER CONTRACTORS

(a) CUNY reserves the right, before the completion of the Work, to do other work not provided for in this Contract and to employ other contractors to do such work in or around the premises as it may deem necessary. The Contractor shall afford other contractors employed by CUNY opportunity for the delivery, storage, and installation of their work and shall properly coordinate his work with the work of all other contractors.

(b) The Contractor shall not interfere with or impede the work of other contractors employed by CUNY, but shall, when necessary, temporarily suspend such part of his Work and shall remove such of his temporary Work as may be reasonably required to expedite the installation of the work of such other contractors.

(c) No claim for damages shall be made by the Contractor nor shall such claim be considered or allowed for the suspension of Work or the removal of temporary work required to expedite the work of other contractors or for any assistance given to other contractors.

(d) If any part of the Contractor's Work depends upon the work of any other contractor, the Contractor shall inspect and promptly report to the Business Manager any defects in such work that render it unsuitable for his Work. His failure so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of his Work.
Section 20 - STATUS OF CONTRACTOR AND ITS EMPLOYEES

(a) The Contractor is an independent entity and is not, nor shall be deemed to be an agent, employee or representative of CUNY, the City or State for any purpose whatsoever.

(b) All personnel furnished by Contractor as required under this Contract shall be employees or agents of Contractor, and not of CUNY, the City or State, nor of any of their agencies, departments, boards or authorities and Contractor alone is responsible for their work, their personal conduct while performing the Contract, and for their direction and compensation. Nothing included in this Contract shall impose any liability or duty upon CUNY, the City or State to persons, firms or corporations employed or engaged by Contractor as coordinators, subcontractors, consultants, or independent contractors or in any other capacity, or as employees or agents of Contractor, nor make CUNY, the City or State liable to any other person, corporation, entity or government for the acts, omissions, liabilities, debts, liens, obligations or taxes of whatever nature, including but not limited to unemployment insurance and Social Security taxes, of Contractor or his coordinators, subcontractors, consultants, independent contractors, employees or agents.

(c) Contractor acknowledges that for the purposes of the Immigration Reform and Control Act of 1986 (the "Act"), he is an "independent contractor" as defined in the Act and its regulations, and that CUNY is not an "employer" under the terms of the Act and its regulations with regard to the Work. As a result, the responsibility of complying with the provisions of the Act lie solely with Contractor. Contractor expressly represents that he is aware of the requirements of the Act with regard to the employer's responsibility for ensuring compliance with the Act and its regulations, and for maintaining the proper forms showing that the verification process was completed. Contractor expressly represents to CUNY his intention to abide by the provisions of the Act. Contractor furthermore agrees that to the extent permitted by law, he shall indemnify and hold CUNY, the City and the State harmless for any penalty which may be applied to any one or all of them as the result of the hiring by Contractor of an unauthorized alien during the term of this Contract.

Section 21 - ANTITRUST

Contractor hereby assigns, sells and transfers to CUNY all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the City, the State or the United States relating to this Contract.
Section 22 - CLAIMS

If the Contractor shall claim compensation for any damage sustained by reason of any act or omission of CUNY, its employees, agents or of any other persons, or should the Contractor claim that any work required of him is not required to be performed by the provisions of this Contract, he shall, within five (5) days after sustaining such damage or within five (5) days after being required to perform work claimed by him not to be required to be performed by the provisions of this Contract, notify the Business Manager in writing of the nature of the damage sustained or of the basis of the claim against CUNY. Claims tendered without such prior written notice, or tendered untimely, shall be waived.

Section 23 - PERIOD OF LIMITATION

No action shall lie or be maintained against CUNY upon any claim arising out of this Contract unless such action be commenced within six (6) months from the date when the cause of action has accrued.

Section 24 - CHOICE OF FORUM

All claims and actions brought under or arising from this Contract shall be brought either in the courts of the United States located in New York City or in the courts of the State of New York.

Section 25 - SEVERABILITY

The terms, clauses and provisions of this Contract are intended to be severable. Declaration of the unconstitutionality, illegality or unconscionability of any term, clause or provision shall in no way defeat the effect or validity of any other term, clause or provision.

Section 26 - PARAGRAPH HEADINGS AND LANGUAGE INTERPRETATION

The paragraph headings contained herein are for reference only and shall not be considered substantive parts of this Contract. The use of the singular or plural form shall include the other form. The use of the female or male form shall include the other form.

Section 27 - WAIVER

Waiver by CUNY of a breach of any provision of, or right under, this Contract shall not operate nor be construed as a waiver of any other or subsequent breach of the same provision or right nor of any other provision or right of this Contract.
Section 28 - RENEWALS

Renewals, where permitted by the Specifications, shall be exercised at the option of CUNY, acting in its best interest.

Section 29 - MERGER

This Contract contains all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.

Section 30 - ALL LAWFUL PROVISIONS DEEMED INCLUDED

It is the intent and understanding of the parties to this Contract that each and every provision of law required to be inserted in this Contract shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this Contract shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

Section 31 - NEW YORK STATE OR CITY REQUIREMENTS

(a) "Appendix A, Standard Clauses for all New York State Contracts" is attached hereto and its terms and conditions are hereby incorporated by reference.

(b) All references in Appendix A to New York State or "the State" may be deemed to refer to New York City for those contracts for which funds are appropriated by New York City. References to provisions of State law therein shall be deemed to refer to the equivalent provisions of New York City law, regulations or Charter.

Section 32 - INVESTIGATION CLAUSE:

(a) The parties to this agreement agree to cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license that is the subject of the investigation, audit or inquiry.
(b) (i) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding, refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York, or;

(ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then:

(c) (i) The commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(ii) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Section 32 (e) below without the City, the State or CUNY, or any or all of them incurring any penalty or damages for delay or otherwise.

(d) The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(i) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease,
permit or license with or from the City, the State, or CUNY, or any or all of them; and/or

(ii) The cancellation or termination of any and all such existing City, State and/or CUNY contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this Contract, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City, the State or CUNY, or any or all of them incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City, the State or CUNY.

(e) The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City, the State and/or CUNY.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to the penalties under Section 32 (d) above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in Section 32 (c) (i) above gives notice and proves that such interest was previously acquired. Under either circumstance
the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

(f) (i) The term "license" or "permit" as used in this Section shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(ii) The term "person" as used in this Section shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term "entity" as used in this Section shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City, the State or CUNY, or any or all of them or otherwise transacts business with the City, the State or CUNY, or any or all of them.

(iv) The term "member" as used in this Section shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(g) In addition to and notwithstanding any other provision of this Contract, the Commissioner or agency head may in his or her sole discretion terminate this Contract upon not less than three (3) days' written notice in the event Contractor fails to promptly report in writing to the Commissioner of Investigation of the City of New York and CUNY any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City, the State or CUNY or any or all of them or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this Contract by the Contractor, or affecting the performance of this Contract.

APPENDIX A Follows
APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

The parties to the attached Contract, license, lease, amendment or other agreement of any kind (hereinafter, "the Contract" or "this Contract") agree to be bound by the following clauses which are hereby made a part of the Contract (the word "Contractor" herein refers to any party other than CUNY or 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 or CUNY shall have no liability under this Contract to the Contractor or to anyone else beyond funds appropriated and available for this Contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of CUNY and the State and any attempts to assign the Contract without CUNY and the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without such consent unless this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law and Section 6218 of the Education Law, if this Contract exceeds $15,000 ($20,000 for certain contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this Contract, the State agrees to give something other than money, when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

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 works 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 shall 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.

7. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 139-d of the State Finance Law, if this Contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to CUNY 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 USCA Section 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 CUNY and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR 105.4).

9. SET-OFF RIGHTS. CUNY and the State shall have all of their common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, CUNY and 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 CUNY and the State with regard to this Contract, any other contract with CUNY or 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 from the Contractor for any other reason including, without limitation, tax delinquencies, fee delinquencies or
monetary penalties relative thereto. CUNY and the State shall exercise their 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 CUNY, 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 shall be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as CUNY, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State and CUNY 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: (a) the Contractor shall timely inform an appropriate CUNY or State official, in writing, that said Records should not be disclosed; and (b) said Records shall be sufficiently identified; and (c) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect CUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

   a) Federal Employer Identification Number and/or Federal Social Security Number.

   All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency shall include the payee's identification number, i.e., the Contractor's, seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or New York State standard voucher, shall give the reason or reasons why the payee does not have such number or numbers.

   b) Privacy Notification.

      i) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or who 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.
ii) The personal information is requested by CUNY. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, 110 State Street, Eleventh Floor, Albany, New York 12236.

12. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law, if this Contract is: a) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency (Section 213 defines CUNY as 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 b) 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 c) 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:

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

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

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

Contractor will include the provisions of "a," "b" and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: a) work, goods or services unrelated to this Contract; or b) employment outside New York State; or c) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or Subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. CUNY shall determine whether the imposition of the requirements of the provisions hereof duplicates or conflicts with any such Federal law and if such duplication or conflict
exists, CUNY 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 Governor's Office of Minority and Women's Business Development pertaining hereto.

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-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 shall, 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 shall 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 CUNY. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in '165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles [as described in '165 (5) 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:

Department of Economic Development
Division for Small Business
30 South Pearl Street
Albany, New York 12245
Tel.  518-292-5220

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

Department of Economic Development
Minority and Women=s Business Development Division
30 South Pearl Street
Albany, New York 12245
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 the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of states subject to this provision.
22. **PURCHASES OF APPAREL.** In accordance with State Finance Law Section 162 (4)(a), CUNY and the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (a) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and (b) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with CUNY or the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

22. **PURCHASES OF APPAREL AND SPORTS EQUIPMENT.** In accordance with State Finance Law Section 162 (4-a) and State Finance Law Section 165, subdivision 7, CUNY and the State shall not purchase any apparel or sports equipment from any vendor unable or unwilling to certify that: (a) such apparel or sports equipment was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws; and (b) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with CUNY or the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized for this contract by the bidder.

[SIGNATURE PAGE FOLLOWS]
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Contract:

FOR THE CONTRACTOR:* 

The amount of this Contract is $ __________________________ being

_____________________________ Dollars.

Name of Corporation, Partnership or Individual

Address

Social Security No.
Or
Federal I.D. No.____________________

Signature

Name ____________________________ Title _______________________

* ACKNOWLEDGMENTS FOLLOW ON PAGES 56-57.
CERTIFICATE OF ACKNOWLEDGMENT OF THE CONTRACTOR - CORPORATION:

STATE OF ________________) SS:
COUNTY OF ________________)

On this ______ day of ____________________, 200__, before me personally came ________________________________, to me known, who, being by me duly sworn, did say, that s/he resides in the City of ________________________________ and is the ________________________________, the corporation described in and which executed the foregoing Contract; and that by order of the Board of Directors s/he thereto signed her/his name and official designation.

Notary Public or Commissioner of Deeds STAMP

CERTIFICATE OF ACKNOWLEDGMENT OF THE CONTRACTOR - PARTNERSHIP:

STATE OF ________________)
COUNTY OF ________________)

On this ______ day of ____________________, 200__, before me personally came ________________________________, to me known and known to me to be a member of ________________________________

the partnership described in and which executed the foregoing Contract and s/he acknowledged to me that s/he subscribed the name of said partnership thereto on behalf of said partnership for the purposes therein mentioned.

Notary Public or Commissioner of Deeds STAMP
CERTIFICATE OF ACKNOWLEDGMENT OF THE CONTRACTOR – INDIVIDUAL:

STATE OF _____________

COUNTY OF _____________

On this _________ day of __________________, 200__, before me personally came ____________________________
to me known and known to me to be the person described in and who executed the foregoing Contract, and who acknowledged to me the execution thereof for the purpose therein mentioned.

_____________________________________
Notary Public or Commissioner of Deeds

STAMP
Certification of Fiscal Officer

I hereby certify that there remains unexpended and unapplied a balance of the appropriation or fund to which this Contract is chargeable sufficient to pay the estimated expense of performing the same in the amount of:

$________________________

Dated this ___ day of _________________________, 200__.

__________________________________________
Name

__________________________________________
Title

[Part VI - Specification Follows]
PART VI - SPECIFICATIONS
PART II: SECTION C

EEO STANDARD LANGUAGE  [CONTRACT OVER $25,000]

Instructions to Bidder:

1. These provisions are required pursuant to New York State Executive Law, Article 15-A, Section 312 and 9 NYCRR Section 540 et seq.

2. Please read this section and sign on page 15.3. Paragraph (3)(a) through (c) constitutes Contractor's Equal Employment Opportunity Policy Statement.

3. If you are the lowest responsive bidder, you must submit a staffing plan to the University within ___ days of notification.

4. If you are awarded this Contract, you must submit a work force utilization report to the University on either a quarterly or semi-annual basis, as specified in Part III, Section 11, page 18.

5. If this Contract permits subcontracting, all subcontracts shall also be subject to the following provisions:

   State agencies shall include in all State Contracts and all documents soliciting bids or proposals for State contracts the following language:

   (1) Contractors and 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 because of race, creed, color, national origin, sex, age, disability or marital status. 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.

   (2) Prior to the award of a State contract, the Contractor shall submit an Equal Employment Opportunity Policy Statement to the contracting agency within the time frame established by that agency.

   (3) The Contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the Contractor, as a precondition to entering into a valid and binding State contract,
shall, during the performance of the State contract, agree to the following:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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.

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

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

(4) Except for construction contracts, prior to an award of 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.

(5) After an award of the State contract, the Contractor shall submit to the contracting agency a work force 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 contracting agency.
(Note: The Contractor shall include the language of the above provisions 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.)

(59.1 through 59.___)

59.3
PART VII - PREVAILING WAGE RATES AND SUPPLEMENTAL BENEFITS
(AS APPLICABLE)

(60.1 through 60.____)
PART VIII - BID SHEET

PURPOSE: ________________________________

BID PRICE $ __________________________

BID PRICE IN WORDS ________________________________

__________________________________________ DOLLARS

IF THERE IS ANY DISCREPANCY BETWEEN THE PRICE IN WORDS AND THAT IN FIGURES OR BETWEEN THE BID PRICE GIVEN IN ANY OTHER PART OF THIS CONTRACT PROPOSAL AND THE BID PRICE GIVEN ON THIS PAGE, CUNY RESERVES THE RIGHT TO DEEM THE LOWER PRICE THE PRICE BID.

BID DEPOSIT: 2% of Bid Price $______________

*** OR ***

BID BOND: 10% of Bid Price $______________

BIDDER ________________________________

Name of corporation¹, partnership² or individual

BY C______________________________

Print name of signer Signature

TITLE ________________________________

Social Security No.

or

Federal I.D. No.

Notes:

A. Where Bidder is a corporation, the Bid shall be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the Bid, and such officer or agent shall also sign her/his own name and title, as: A.B. Inc., by C.C., President.

B. Where Bidder is a partnership, the Bid shall be signed in the name of the partnership by a member thereof, who shall also sign her/his own name and title, as A & B Co., by C. C., Partner.

C. Each Bid shall be verified by execution of one of the following Affidavits:
AFFIDAVIT OF VERIFICATION OF BID - CORPORATION

STATE OF __________________________) SS:
COUNTY OF __________________________

______________________________, being duly sworn, says: I am the ______________________________ of ______________________________, the corporation whose name is subscribed to and which made the foregoing Bid. I have subscribed to this Bid by order of the Board of Directors of such corporation.

______________________________
(Signature of person verifying Bid)

Subscribed and sworn to before me this _____ day of ________________, 200__

______________________________
Notary Public or Commissioner of Deeds

AFFIDAVIT OF VERIFICATION OF BID - PARTNERSHIP

STATE OF __________________________) SS:
COUNTY OF __________________________

______________________________, being duly sworn, says: I am a member of ______________________________, the Partnership described in and which executed the foregoing Bid. I subscribed the name of the said Partnership thereto on behalf of the Partnership.

______________________________
(Signature of person verifying Bid)

Subscribed and sworn to before me this _____ day of ________________, 200__

______________________________
Notary Public or Commissioner of Deeds
AFFIDAVIT OF VERIFICATION OF BID - INDIVIDUAL

STATE OF ______________) SS:
COUNTY OF ______________)

__________________________, being duly sworn, says:

I am ___________________________ the person described in and who executed the foregoing Bid. I reside at ____________________________ in the City of ____________________________.

______________________________
(Signature of person verifying Bid)

Subscribed and sworn to before me this ______ day of ______________, 200__

______________________________
Notary Public or Commissioner of Deeds STAMP
THE CITY UNIVERSITY OF NEW YORK

______________________________________________________________

______________________________________________________________

CONTRACT

FOR:

______________________________________________________________

______________________________________________________________

CONTRACTOR:

______________________________________________________________

______________________________________________________________

DATED: 200 ___

ASSIGNED TO:

______________________________________________________________

______________________________________________________________

APPROVED AS TO FORM

General Counsel, CUNY Date

APPROVED AS TO FORM

New York State Attorney General Date

APPROVED AS TO FORM AND CERTIFIED AS TO LEGAL AUTHORITY

NYC Assistant Corporation Counsel Date