


To: Bidders

From: Laurie Conley, CPPB - School Purchasing Agent 

Re: Bid Package for BOCES Bid #16-06-0211: Elevator Inspection, Maintenance & Repair Services

We would be pleased to receive your proposal in accordance with the instructions set forth. In order to receive consideration, proposals must be submitted to the Purchasing Office at the above address no later than 11:00 A.M. on February 11, 2016. Specifications and bid forms may be downloaded at: www.empirestatebidsystem.com.

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Important Notice – Bid Distribution:

Eastern Suffolk BOCES officially distributes bidding documents from the Purchasing Office or through the Bid Notification System. Copies of bidding documents obtained from any other source are not considered official copies. Only those Vendors who obtain bidding documents from either the BOCES Purchasing Office or the Empire State Bid Notification System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Eastern Suffolk BOCES Purchasing Office or the Empire State Bid Notification System, BOCES will not guarantee the integrity of the document. It is recommended that you obtain an official copy from the BOCES Purchasing Office or through the above referenced Bid Notification System.

Note: The proposal of each bidder shall contain the certification to non-collusive bidding as set forth in section 103-d of the General Municipal Law included in the specifications. The Vendor must be in strict compliance with this requirement. Filing of Affidavit of Disclosure is mandatory when submitting your bid for this project. The BOCES reserves the right to reject any and all proposals and to accept any proposal or proposals as submitted, or as modified, which in the opinion of the undersigned will be in the best interests of the Eastern Suffolk BOCES.

The following Notice to Bidders was / will be published in the official newspapers of BOCES on January 28, 2016.

Notice to Bidders

The Board of Cooperative Educational Services, First Supervisory District of Suffolk County (in accordance with Section 103 of Article 5A of the General Municipal Law) hereby invites the submission of sealed bids for the following:

Bid # 16-06-0211: Elevator Inspection, Maintenance & Repair Services

Bids will be received until 11:00 A.M., February 11, 2016, at the Office of the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, 201 Sunrise Highway, Patchogue, New York 11772, at which time and place all timely bids will be publicly opened. Bid packages may be obtained at the same office daily from 9:00 A.M. to 3:00 P.M., except Saturdays, Sundays, and Holidays or at www.empirestatebidsystem.com

The Board of Cooperative Educational Services, First Supervisory District of Suffolk County, reserves the right to reject any or all bids, or to accept part of any bid.

By: Fred Langstaff, Clerk

General Terms and Conditions

Invitations to bid issued by Eastern Suffolk BOCES will bind all Successful Vendors to the terms and conditions set forth in these General Terms and Conditions, Specifications and Bid Forms and such terms and conditions shall be an integral part of each Bid awarded ("Contract").

(I) DEFINITIONS

"BOCES" or **"Eastern Suffolk BOCES"** - Board of Cooperative Educational Services, First Supervisory District of Suffolk County

"Bid" - an offer to furnish services, and related supplies, and equipment in accordance with the Bid Documents

"Bidder" or "Vendor" - any entity (e.g., individual, partnership, organization, institution, agency, municipality, government, company, or corporation) submitting a bid

"Bid Documents" - Bid Memorandum, Notice to Bidders, General Terms and Conditions, Specifications and Bid Forms

"Bid Forms" - forms which Vendor completes and includes in a Bid as part of the Bid Documents

"Contract" – an awarded Bid comprised of all the Bid Documents

"Notice to Bidders" - a formal statement that, when issued, constitutes an invitation to bid on the services, materials, supplies, and equipment described in the Specifications

"Successful Vendor" - a Vendor or Bidder to whom an award is made by BOCES

"Specification" - description of services, materials, supplies, and equipment, and the conditions for their provision

"Services" – Labor and related supplies and equipment to be provided by Successful Vendor in accordance with the Specifications of this Bid.

(II) INSTRUCTIONS TO BIDDERS

1. Sealed Bid Documents pertaining to the services and related supplies and equipment required by BOCES, and as set forth in the Bid Documents must be received no later than 11:00 a.m., February 11, 2016 ("Bid Opening") at the **BOCES Purchasing Office, 201 Sunrise Highway, Patchogue, NY 11772**. In the event that BOCES Purchasing Office is closed the day of the Bid Opening, the bid(s) will be opened the next day that the BOCES Purchasing Office is open.
2. All Bids must be submitted on and in accordance with the Bid Documents and provided by Bidder, in a sealed envelope addressed to BOCES Purchasing Department, at 201 Sunrise Highway, Patchogue, NY 11772 on or before the hour and day stated above, and the envelope shall be endorsed on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) the Bid number and name, and (iii) the date of Bid Opening.
3. Each Bid must be submitted under separate cover and will be considered on its own merits. Each Bid must be separate and apply only to this designated Bid package. Any Bid offered in combination with another designated Bid package will not be accepted. Vendors wishing to submit an alternate Bid must do so as a separate Bid package to be considered for award.
4. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.
5. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by BOCES employees. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.
6. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.
7. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to BOCES in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.
8. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.
9. BOCES will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the Services, and related supplies and equipment required and that the Bidder can furnish same in complete compliance with the Bid Documents.
10.
 - A. Sales to political subdivisions are not affected by fair trade agreements. (General Business Law, Ch. 39, Sec. 369-a, Sub. 3, L. 1941)
 - B. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the Vendor. All Bid prices shall be net and shall not include the amount of any such tax. Exemption documents, if

required, will be furnished on forms provided by the Successful Vendor

11. A. If Bidder is not charging for related supplies and/or piece of equipment, the Bidder must indicate "no charge"
B. **All prices must be on the Cost Proposal Form provided**
12. All regularly manufactured stock electrical materials, supplies and/or equipment provided must bear the label of the Underwriter's Laboratories, Inc.
13. Prices, and all required information, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
14. The non-collusive bidding certification must be filled out in its entirety and included with each Bid as required by General Municipal Law, Section 103-d. Under penalty of perjury, the Bidder certifies that:
 - A. The prices in the Bid have been arrived at by the Bidder independently and have been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for bids
 - B. The contents of the Bid have not been communicated by the Bidder, or, to the Bidder's best knowledge and belief, by any of its employees, or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid
15. A. The forms listed below must be completed and included with each Bid and all Bidders must sign this General Terms and Conditions portion of the Bid Documents under the section entitled Section (VII) "Entire Agreement".
 1. Vendor Information and Acknowledgement Form – Exhibit A
 2. Vendor Reference Form – Exhibit B
 3. Non-Collusive Bidding Certification - Exhibit C
 4. Insurance Documents as required – Attachment A
 5. Disclosure Form – Exhibit D
 6. Affidavit of Compliance Form – Exhibit E
 7. Iran Divestment Act Compliance Rider Form – Exhibit F
 8. Statement of "No Bid" Form – Exhibit G
 9. Any Addendums – Attachment C
 10. Cost Proposal Form – Attachment B

Additional forms may be required for this Bid. It is the responsibility of the Bidder to return all required pages of this Contract.

- B. Additionally, please indicate below if any of these areas are applicable:

_____ Minority Owned Business
_____ Woman Owned Business
_____ Dual Owned Business
_____ Company is currently registered with NYS as an MWBE–Certification #
_____ Company is willing to register with NYS as a MWBE (to obtain this information please go to www.nylovesmwbe.ny.gov)

The information obtained in 15B above will be provided to our Department of Planning and Program Improvement. It has no influence on the award of this Bid.

16. Intentionally left blank.
17. No interpretation of the meaning of the Bid Documents will be made to any Vendor orally. Every request for such interpretation should be in writing, addressed to BOCES. Any interpretations issued will be in the form of addenda to the Bid Documents. All addenda so issued shall become a part of the Bid Documents.
18. The Vendor Bid Documents should include the Cost Proposal Form in at least one of the two formats as follows: 1) one (1) paper printout and 2) one (1) CD or flash drive.
19. A. If the Specifications so state, Bidders may be required to furnish Bid surety in the amount stated
B. If the Specifications so state, the Successful Vendor may be required to furnish a performance surety equal to the full amount of the Bid and/or in accordance with Bid Specifications to guarantee the faithful performance of the Bid. Such performance surety shall be maintained in full force and effect until the Bid has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to BOCES. The Successful Vendor shall submit the performance bond within two weeks of the award notification. All costs incurred are the responsibility of the Successful Vendor
20. The failure to submit a Bid on the forms provided by BOCES may be grounds for Bid rejection.
21. No "conditional" freight charges will be accepted. All freight charges must be included within Bid submission. Fuel charges or surcharges under any name will not be assessed.
22. BOCES may make any investigation they deem necessary to determine the ability of the Bidder to perform the Services, and the Bidder shall furnish to the BOCES Board all such information and data for this purpose as the Board may request.

(III) AWARD AND RESERVATION OF RIGHTS

23. The Contract will be awarded to the lowest responsive and responsible Vendor who (i) meets the terms and conditions stated in the Bid Documents for the Services, (ii) completes all the required forms including the attached W9 and (iii) offers the lowest price or highest discount by services category as indicated in the Cost Proposal Form.
24. If not awarded, the Bid will be rejected within ninety (90) days of the date of the opening of Bids, subject, however, to the discretionary right reserved by BOCES to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of BOCES will thereby be promoted.
25. BOCES reserves the right to reject all Bids. Also reserved is the right to reject, for cause, any Bid in whole or in part; and to waive non-material defects, qualifications, irregularities, and omissions, if, in its judgment, the best interests of BOCES will be served.

26. BOCES reserves the right to award by individual services, services category, services classification, in total, or by utilizing estimated usage, whichever is in the best interest of BOCES. BOCES reserves the right to reject any bid if the Vendor fails to satisfy BOCES that they are properly qualified to carry out the obligations of the Contract. BOCES reserves the right to reject a bid that is considered unbalanced by BOCES.
27. The Contract will be utilized at the discretion of BOCES. Consequently, there is no guarantee that the specified minimum amount of Services will be authorized.
28. BOCES reserves the right to inspect the Bidder's physical facilities prior to award.
29. If two or more Bidders submit identical Bids as to price, the decision of BOCES to grant an award to one of such identical Bidders shall be final.
30. BOCES reserves the right to purchase Services on State, County or other Governmental Agency contracts if such Services can be obtained on the same terms, conditions, Specifications, and at a lower price if applicable.
31. BOCES reserves the right to reject incomplete Bids. BOCES also reserves the right to reject any or all responses to this Bid, request additional data at any time, or to cancel this Bid in whole or in part.
32. BOCES reserves the right to reject Bids that impose conditions that would modify the terms and conditions of the Bid Documents or limit the Vendor's liability to BOCES on the Contract awarded on the basis of such Bid.
33. BOCES reserves the right to reject any Bid where investigation and evaluation of the Vendor's qualifications indicate that the Vendor may not promptly and efficiently complete the Services as per the Bid Documents.
34. Each Bid will be received with the understanding that the acceptance thereof, in writing, by BOCES to furnish any or all of the Services and related supplies and/or equipment described therein shall constitute a contract between the Successful Vendor and BOCES ("Contract"). The Contract shall bind the Successful Vendor to furnish and deliver at the prices and in accordance with the conditions of this Bid. BOCES reserves the right to increase or decrease the Services ordered.
35. All Contracts, including pricing and with consideration to the Escalation Clause (as defined below in the Section of the Specifications entitled "Pricing"), will be held firm for the duration of the Contract including any extensions agreed to by BOCES and the Successful Vendor(s).
36. All estimations of Services to be performed are approximations. However, BOCES' actual Services utilized may exceed the estimated quantities of required Services indicated in the Bid. In the event that approximations of Services required differ from that stated on the Bid, prices must be honored by the Successful Vendor for the life the Contract.
37. The placing in the mail of a notice of award to a Successful Vendor, to the address given in the Bid, will be considered sufficient notice of award of Contract. Failure of the Successful Vendor to contact BOCES to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the Contract by the Successful Vendor.

38. Any addenda sent to the Bidders shall be binding and take precedence over the section of the original Bid Document which it replaces.
39. If the Successful Vendor fails to deliver or provide the Services within the time specified, or within reasonable time as interpreted by BOCES, or fails to correct Services provided or replace rejected related supplies and/or equipment when so requested immediately or as directed by BOCES, BOCES may purchase Services from other sources to take the place of the Services or related supplies or equipment rejected, not delivered or not provided in accordance with the Bid Specifications. BOCES reserves the right to authorize immediate purchase of the Services from other sources on any Contract when necessary. On all such purchases, the Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the Successful Vendor shall have no claim to the difference.
40. At the sole discretion of BOCES, a Bid may be rejected, and Contract not awarded, to a Vendor whose performance on any previous contract with BOCES has been determined to be unsatisfactory.
41. BOCES reserves the right to use outside vendors on an "as needed" basis, as determined by BOCES.
42. Non- Assignment
 - A. The Successful Vendor will give its personal attention to the faithful performance of this Contract. It will not assign, transfer, convey, sublet, use brokers or otherwise dispose of this Contract, or its right, title or interest in or to the same or any part hereof, and it will not assign by power of attorney or otherwise any of the monies to become due and payable under this Contract, unless by and with the previous written consent of BOCES endorsed upon or attached to the assignment filed in said offices
 - B. The Successful Vendor may not engage subcontractors, hire others to perform all or part of this Contract, nor otherwise delegate his obligations to perform under this Contract without the prior written approval of BOCES
 - C. In accordance with New York State General Municipal Law 109, at no time during the duration of any Contract resulting from this Bid, shall the Successful Vendor be allowed to assign any portion of this Contract to a third party without prior written approval by BOCES
43. Cancellation of Award/Termination of Contract
 - A. BOCES reserves the right to terminate the Contract, for any reason, in whole or in part upon 15 days written notice to the awarded Vendor. If the Contract is so terminated, BOCES shall be liable only for payment in accordance with the payment provisions of the Contract for materials, supplies, equipment or Services (if applicable) purchased or rendered prior to the effective date of cancellation. No early cancellation or other penalties may be charged to BOCES because of its decision to exercise this right
 - B. In the event the Successful Vendor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of this Contract, such failure shall constitute a breach of Contract and may result in cancellation of the Contract by BOCES

- C. In the event of breach, BOCES shall provide written notice to the Successful Vendor of such breach. If the Successful Vendor does not cure such breach within the ten (10) days after the date of such notice, BOCES reserves the right to cancel said Contract immediately. In the event of such cancellation, (i) the required materials, supplies, equipment and Services (if applicable) may be procured from the apparent responsible second low Bidder or other sources so that the continuity of the operations may be protected, (ii) the terminated Successful Vendor agrees to reimburse BOCES promptly for any excess costs occasioned by such procurement and (iii) the terminated Successful Vendor agrees to reimburse BOCES promptly for any additional monetary expenditures occasioned by such procurement

However, should the Successful Vendor cure such breach and perform its obligations during such ten (10) day notice period, the Contract shall continue in full force and effect with regard to such breach.

- D. In the event BOCES agrees, upon Successful Vendor's request, to terminate a line Item(s) or a particular Service(s) under the Contract, due to Successful Vendor's inability to provide such Item(s)/Service(s), (i) the required materials, supplies, equipment and Services (if applicable) may be procured from the apparent responsible second low Bidder or other sources so that the continuity of the operations may be protected, (ii) the Successful Vendor agrees to reimburse BOCES promptly for excess costs occasioned by such procurement, (iii) the Successful Vendor agrees to reimburse BOCES promptly for any additional monetary expenditures occasioned by such procurement and (iv) Successful Vendor must continue to fulfill all purchase orders in accordance with the Bid Documents for those Items/Services not terminated

44. Saving Clause

The Successful Vendor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, act of God or any other acts not within the control of the Successful Vendor, and which, by the exercise of reasonable diligence, the Successful Vendor is unable to prevent.

45. Severability

Should any provision of this Contract, for any reason, be judicially declared invalid and/or unenforceable, such declaration shall not affect the validity of the remaining provisions, which shall remain in full force and effect as if the Contract had been executed with the invalid provision(s) eliminated.

46. Failure to Enforce

BOCES' failure to enforce at any time, or for any period of time, the provisions of this Contract shall not be construed to be a waiver of such provisions or of the right to enforce each and every provision.

47. Indemnification and Hold Harmless

The Successful Vendor agrees to defend, indemnify and hold harmless BOCES, its

officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, error or negligence of the Vendor, its officers, directors, agents or employees in relation to the performance of the Contract.

48. Venue

The Bid/Contract shall be interpreted in accordance with the substantive laws of the State of New York. Any suits concerning the Bid/Contract will be brought and adjudicated in Supreme Court, Suffolk County.

(IV) GUARANTEES BY THE SUCCESSFUL VENDOR

49. The Successful Vendor guarantees:

- A. Materials, supplies and equipment against defective material or workmanship and to repair or replace any damages or marring occasioned in transit
- B. To furnish liability insurance in accordance with the Bid Documents for protection in the event of damage(s) of any kind for which Successful Vendor or Successful Vendor's organization is responsible
- C. To carry insurance in accordance with the Bid Documents to protect BOCES from loss in case of accident, fire, theft, etc.
- D. Materials, supplies, equipment and Services provided pursuant to the Bid against defective workmanship for a period of one (1) year and for a period of two (2) years against defective material or in accordance with manufacturer warranty, if longer than two (2) years. The aforementioned periods begin upon delivery or commencement of work
- E. All deliveries will be equal to the accepted Bid sample if applicable
- F. All Materials, supplies and equipment(s) are standard, new, latest model of regular stock product or as required by the Bid Proposal Documents with parts regularly used for the type of materials, supplies and equipment offered, and no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit of the materials, supplies and equipment delivered must be guaranteed against faulty material and workmanship for a period of at least one (1) or two (2) years (as specified in section (d) above) from date of delivery and/or installation. If during this period such faults develop, the Successful Vendor agrees to replace the materials, supplies and equipment or the part affected without cost to BOCES. Any materials, supplies and equipment provided under the Contract, which is or becomes defective during the guarantee period shall be replaced by the Successful Vendor free of charge with the specific understanding that all replacements shall carry the same guarantee as the original materials, supplies and equipment one [1] year from the date of delivery and/or installation of the replacement. The Successful Vendor shall make any such replacement immediately upon receiving notice from BOCES

(V) SUCCESSFUL VENDOR INSTRUCTIONS/RESPONSIBILITY

(V) a. Miscellaneous

50. The Successful Vendor must follow the rules and regulations of BOCES where work pursuant to the Bid is being performed. This includes but is not limited to Vendor employees wearing photo identification cards. Refer to the following web link for the BOCES Board policies and

regulations: <http://edocsp.esboces.org/>

(V)a. Delivery

51. No Services, supplies and/or equipment are to be shipped or delivered until receipt of an authorized purchase order from BOCES.
52. When supplies and/or equipment are rejected or the delivery is incorrect, such supplies and/or equipment must be removed at the expense of the Successful Vendor from the premises of BOCES within fifteen (15) days of written notification. Rejected Items left longer than fifteen (15) days will be regarded as abandoned, and the BOCES shall have the right to dispose of the rejected Items as its own property.
53. Delivery must be made as ordered and in accordance with the Bid Documents. If delivery instructions do not appear on the purchase order, it will be interpreted to mean immediate delivery. The decision of BOCES as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Successful Vendor. Failure to deliver because of delayed payments or for any other reason will be cause for open market purchase at the expense of the Successful Vendor.
54. BOCES will not schedule deliveries for Saturdays, Sundays, or legal holidays, except where the convenience of BOCES shall govern. Deliveries shall be made between the hours of 8:00 a.m. and 3:30 p.m. unless otherwise instructed.
55. Related supplies and equipment shall be securely and properly packed for shipment, storage, and stacking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks.
56. The Successful Vendor shall be responsible for delivery of related supplies and equipment in good condition at point of destination. Vendor shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from Vendor invoices. The BOCES receiving unit will notify the Successful Vendor when packages are not received in good condition. Successful Vendor will replace all such damaged supplies and/or equipment without waiting for claim adjustments from carriers.
57. Unless otherwise stated in the Specifications, all related supplies and equipment must be delivered into and placed at a point within the building. The Successful Vendor will be required to furnish proof of delivery in every instance.
58. All deliveries shall be accompanied by packing slips and each packing slip must contain the following information for all supplies and/or equipment delivered:

Purchase Order Number
Name of Person to Receive Delivery
Address of Delivery
Name of Article
Quantity
Name of - Successful Vendor

Failure to comply with this condition can be considered sufficient reason for refusal to accept the supplies and/or equipment.

59. A. Each carton shall be labeled with the purchase order number, name of person who will receive delivery and general statement of contents. Failure to comply with this condition can be considered sufficient reason for refusal to accept the supplies and/or equipment.
- B. Bidders shall take into consideration the following delivery conditions when determining their prices:
 1. Each price bid will be based upon multiple deliveries being made to each BOCES
 2. No "conditional" freight charges will be accepted. All freight charges must be included in Vendor's Bid Item price

(V)b. Payments

60. Payment shall be made within sixty (60) days following the satisfactory completion of the Services and approval by BOCES.
61. Payment will be made only after a correct, original invoice has been received from Successful Vendor. The invoice must reflect Bid pricing as provided in the Cost Proposal Form. For example, if the Cost Proposal Form notes (i) a per hour fee, the invoice should break fees down to an hourly rate in the same manner as the Cost Proposal Form; or (ii) if the Bid calls for related supplies or equipment to be paid, the original invoice for supplies or equipment purchase must be provided by the Successful Vendor for reimbursement; or (iii) in the event the Successful Vendor cannot provide a purchase invoice for incidental supplies that may be needed during the provision of Services, such incidental supplies may be reimbursed in an amount up to \$50 with prior approval by BOCES. In the event pricing does not match what is provided in the Cost Proposal Form, payment may be held up until such discrepancy is resolved to the satisfaction of BOCES Accounts Payable Department.
62. Payment of any invoice shall not preclude BOCES from making a claim for adjustment on such invoice where the Service and/or supplies and equipment provided were not in accordance with the Bid Documents.
63. No charges will be allowed for cases, boxes, bottles, etc., and no charges will be allowed for freight expenses, expressage or cartage for related supplies and/or equipment. Related supplies and/or equipment will be removed by the Successful Vendor at no expense to BOCES.

(V)c. Toxic Substance

64. The Successful Vendor must supply information on any related supplies and/or equipment which contain any substance that is listed in the latest printed edition of the National Institute for Occupational Safety and Health Registry of Toxic Effects of Chemical Substance or which has yielded positive evidence of acute or chronic health hazards in human, animal, or other biological testing. Such information shall be sent to BOCES and shall be in conformance with New York State Law. Such information shall include:
 - A. The name or names of the toxic substance including the generic or chemical name
 - B. The trade name of the hazardous chemical and any other commonly used name if known
 - C. The level at which exposure to the substance is determined to be hazardous, if known
 - D. The acute and chronic effects of exposure at hazardous levels
 - E. The symptoms of such effects
 - F. The potential for flammability, explosion, and reactivity of such substance

- G. Appropriate emergency treatment
- H. Proper conditions for safe use and exposure to such toxic substance
- I. Procedures for clean-up of leaks and spills of such toxic substance

Each Successful Vendor furnishing a toxic substance, as defined by Section 875 of New York State Labor Law, to BOCES shall provide at least two (2) copies of a material safety data sheet (MSDS), which shall include for each substance the information outlined in Section 876 of New York State Labor Law. For additional information, Chapter 551 of the Laws of New York, 1980, Article 28 (toxic substances) can be found on pages TS-1 and TS-2.

(V)d. Prevailing Wages- Applicable to Article 8 and Article 9 services

- 65. The Successful Vendor must comply with the New York State labor laws pertaining to the payment of prevailing wage rates, as provided for in the New York State Labor Law, Section 220. The cost of such compliance shall be borne entirely by Vendor, who shall hold the BOCES harmless from any claims, demands or penalties arising from vendor's failure to comply with the above. The required prevailing wage rate schedule is part of this document. Requests for payment must include certified payrolls for all workers. In the event the prevailing wage rate increases during the term of the Contract, the Bid prices shall stand.
- 66. The Successful Vendor pursuant to the provisions of Section 220 of the Labor Law, as amended, shall comply with determinations of the State Industrial Commission as to schedules of wages and supplements to be paid to all laborers, workmen and mechanics employed in connection with the work. The hourly wage rates shall not be less than the prevailing union scale at the time such labor is performed.
- 67. BOCES has applied for and has received a PRC number 2015012264 for this project, which has been included with the Bid Documents. The Successful Vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from any Bid award. Current rates are available by calling the NYS Department of Labor at (516) 228-3915. Rates are also available via the internet at:
<http://www.labor.ny.gov/workerprotection/publicwork/OWSuccess.shtm>
- 68. The Successful Vendor agrees to verify all rates with the New York State Department of Labor prior to submitting a Bid and prior to doing any work for the BOCES as well as to establish which of those workers involved in any part of a Contract for the BOCES are required by law to receive said rates.
- 69. Vendors currently on the NYS Labor Department debarred list will not be considered for award of this Contract. By submitting a Bid for consideration, the Vendor is indicating to the BOCES that they are currently in good standing with the NYS Department of Labor at the time of the Bid.

(VI) TAX LAW CERTIFICATION REQUIREMENT

- 70. Tax Provisions: Purchases made by EASTERN SUFFOLK BOCES are not subject to state or local sales taxes or federal excise taxes.

To satisfy the requirements of the New York State sales tax, either the purchase order issued by an agency or institution of New York State for supplies or equipment or the voucher

forwarded to authorize payment for such supplies and equipment will be sufficient evidence that the sale by a contractor or vendor was made to the State of New York, an exempt organization under Section 1116(a) (1) of the tax law.

Exemption certificates for federal excise taxes will be furnished upon request.

No person, firm, or corporation is, however, exempt from paying the New York State truck mileage and Unemployment Insurance or the federal social security taxes.

Effective April 28, 2006, Laws 2004, Chapter 60, Part N Tax Law, Section 5-a, as amended, became effective and applies to contracts resulting from solicitations to purchase products or services issued by covered agencies for contracts valued in excess of \$100,000.

The law requires that vendors, prior to approval of contracts valued at more than \$100,000, certify that they, their affiliates, subcontractors and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes if the vendors, affiliates, subcontractors and the affiliates of their subcontractors have made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, during the four quarterly periods ending on the last day of February, May, August, and November which immediately preceded the quarterly period in which this certification is made.

Vendors must also certify to the contracting covered agency, at specified intervals during the terms of multi-year contracts and those contracts subject to renewal upon expiration of an initial or renewal term that they, as well as their affiliates and subcontractors making sales delivered within New York State, have a valid certificate of authority to collect New York State and local sales and compensating use taxes.

Proposed Vendors to New York State are hereby notified that provisions to meet the statutory requirements will be contained in all Bid Documents for products and services valued in excess of \$100,000. Proposed Vendors will be required to affirm, immediately upon request by the Office of General Services if affirmation is not contained in the Bid Documents, that proposed Vendors, and to the best of their ability that their affiliates, subcontractors and subcontractors' affiliates are duly registered with the Tax Department and hold a valid certificate of authority.

The Tax Department is prepared to answer all questions relating to implementation of the new law. Please refer to the Tax web site for detailed information: <http://www.tax.ny.gov/>. The Tax Department may also be reached at 1-518-485-9863 for additional clarification.

(VII) MARKETING CLAUSE

71. A. The Successful Vendor is prohibited from selling or marketing products for any purpose which is prohibited under Federal or New York State Law or the Regulations and decisions of the Commissioner of Education. Any violation of this provision shall be considered a breach of contract and may result in termination of the Contract
- B. The Successful Vendor agrees that BOCES may periodically review marketing materials distributed by Successful Vendor and/or the Successful Vendor's website. In the event BOCES becomes aware that such marketing materials and/or Successful Vendor's

website contain statements or claims which BOCES determines advocate for the use of Successful Vendor's products in a manner which would violate or are in violation of Federal law, New York State Law, or the rules and regulations of the Commissioner of Education, BOCES may notify Successful Vendor of such materials and request that they be removed. In the event Successful Vendor refuses or fails to remove such materials after being so notified, BOCES may, in its sole discretion, terminate this Contract.

(VIII) ENTIRE AGREEMENT

72. **This contract is the entire agreement between the parties relating to the subject matter hereof and supersedes all prior understandings, writings, proposals, representations, or communications, oral or written, of either party. No additional terms and conditions shall be accepted unless added as addenda by BOCES and at the sole discretion of BOCES.**

All Bidders must sign below to verify that the above has been read and that the terms and conditions of the Bid Documents will be adhered to. In the event Bidder does not sign below, the Bidder may be deemed non-responsive.

Signature

Firm Name

SPECIFICATIONS

Bid #16-06-0211: Elevator Inspection, Maintenance & Repair Services

(I) PURPOSE

1. The purpose of this Bid is to contract with a qualified Vendor(s) to ensure the provision of complete elevator maintenance services, in every respect as indicated in these Specifications.

(II) SCOPE OF SERVICES

2. A. Vendor must have five (5) years of experience providing complete elevator maintenance services.
- B. Services shall include but not be limited to troubleshooting, repairing, part replacing, and other general maintenance necessary to provide complete elevator maintenance services for the elevators identified in this Contract.
- C. The Successful Vendor(s) may charge a minimum of one hour for any service call
- D. An emergency under this Contract occurs when an essential (i.e. passenger) elevator becomes non-operational. Successful Vendor must be equipped to provide emergency repair Services within one (1) hour after receipt of request for any stalled elevator(s) containing trapped passenger(s), and within two (2) hours after receipt of request for any stalled/non-operational elevator(s) not containing trapped passenger(s). Successful Vendor must commence non-emergency Services within two (2) work days, unless otherwise approved by BOCES
- E. The Successful Vendor shall have all the necessary tools, supplies and/or equipment to perform the required Services as specified in the Bid.
- F. When repairing or replacing, the Successful Vendor must use the most up-to-date supplies and/or equipment being manufactured. No obsolete supplies or equipment shall be allowed
- G. Equipment Parts that are replaced shall be the property of BOCES and shall be left at the site unless directed otherwise by the Plant Facilities Administrator or designee
- H. All replacement parts shall be new as specified by the original manufacturer. If the replacement parts are after-market parts not from the original manufacturer, prior approval must be given by the Plant Facilities Administrator or designee. Rebuilt parts may be used only with prior approval by the Plant Facilities Administrator or designee. BOCES reserves the right to furnish parts if they deem it to be in their best interest
- I. The Successful Vendor, at the request of BOCES shall maintain an inventory of new manufacturer's parts and related supplies and equipment so as to ensure prompt repairs on short notice
- J. No travel time will be paid. Payments will be made only for time on the job. All invoices must be accompanied by daily service tickets specifying time of arrival, Services done, materials used, time of departure for each employee, and must be signed by an authorized representative of BOCES. A copy of this ticket is to be left with such BOCES representative, and this shall be the basis for payment. Service tickets not submitted in a timely fashion will result in delayed payments

- K. When Successful Vendor is called upon to perform emergency Service, the service tickets shall be mailed the following day to the Plant Facilities Administrator or designee for signature
- L. No vehicle use will be paid for in the normal course of transporting mechanics and supplies and equipment to the job site.
- M. Sub-contracting shall not be permitted under this Contract without prior written approval of BOCES. Subcontracting shall not result in an increase of price to BOCES.
- N. Successful Vendor and/or its employees shall be licensed, certified, registered and/or authorized to perform services rendered under this contract as required by all applicable Federal, State and Local laws and regulations and shall **submit such documentation of compliance with its Bid submission** and upon request from BOCES
- O. Successful Vendor shall pay his employees the "prevailing rate of wage" as defined in Section 220 of the New York State Labor Law, Schedule of Wage Rates. BOCES will require proof of payment of the employee's workers reflecting the prevailing rate of wages, through certified payrolls as required by the Department of Labor
- P. Successful Vendor shall be licensed by the County of Suffolk and local municipalities where required and submit such documentation upon Bid submittal
- Q. All Services must be performed in accordance with the National Code, current edition, and all state and local codes
- R. BOCES reserves the right to assign its personnel to assist the Successful Vendor's mechanics if they deem it to be in their best interest
- S. All labor shall be guaranteed for a period of one (1) year from date of acceptance by BOCES as applicable. All parts and materials shall be guaranteed for a minimum period of two (2) years against defective material or in accordance with manufacturer warranty, if longer than two (2) years.
- T. The Successful Vendor shall provide, for approval, at no cost, a detailed estimate showing construction and method of installation
- U. Except for emergency Services, the Successful Vendor will be required to submit an estimate before any Services are started. The estimate should be provided within an acceptable and reasonable time frame. No Services are to be performed until a purchase order is issued. On emergency Services, the Successful Vendor must submit his estimate within forty-eight (48) hours after starting the job. Successful Vendor may be required to furnish a "not-to-exceed" price for a specific project to enable BOCES, to encumber funds for those Services
- V. In the event the Services cannot be performed in accordance with the agreed upon time schedule by the Successful Vendor, the next lowest bidder may be called upon to perform at their quoted price
- W. Successful Vendor is to have all Services done in the best workmanlike manner, and shall clean up and remove all debris and rubbish resulting from the Services from time to time, as required or directed. Upon completion of the Services, the premises shall be left in a neat, unobstructed condition, the buildings broom clean, and everything in satisfactory repair and order
- X. Related supplies and/or equipment (including tools) shall be stored at the site only with the prior written approval of BOCES and at the Successful Vendor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss.
- Y. Services shall progress so as to cause the least inconvenience to BOCES and with proper consideration for the rights of other persons on site. The Successful Vendor shall perform the Services promptly with due regard for coordination of scheduling work, if any
- Z. Installation shall include the furnishing of any rigging necessary to move equipment into the building and the removal and resetting of any removable windows used for moving

equipment into the building

AA. Successful Vendor shall acquaint their service persons with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required

BB. Successful Vendor shall furnish adequate protection from damage for all Services and shall repair damages of any kind for which Vendor's service persons are responsible

CC. Successful Vendor may not impose a fuel charge under any name

DD. Successful Vendor must ensure that his/her employees abide by the prohibition against smoking at BOCES' sites

3. See Cost Proposal Form for requested pricing for the following Specifications:

(IIa). Elevators to be Serviced:

Milliken Technical Center

375 Locust Avenue

Oakdale, NY 11769

Contact: Charles Hoffman

(631) 244-5834

One Hydraulic Freight Elevator

Brookhaven Technical Center

350 Martha Avenue

Bellport, NY 11713

Contact: Kirk Olsen

(631) 286-6525

One Hydraulic Freight Elevator

James Hines Administration Building

201 Sunrise Highway

Patchogue, NY 11772

Contact: Gary Patera

(631) 687-3089

One Hydraulic Passenger and Freight Elevator (essential)

Jefferson Academic Center

100 Spring Street

Port Jefferson, NY 11777

Contact: Jose Rodriguez

(631) 218-5126

One Hydraulic Passenger Elevator (essential)

One Chair Carrier

Sayville Learning Center

100 Greene Avenue

Sayville, NY 11782

(631) 218-5114

One Hydraulic Passenger Elevator (essential)

(III) DETAILED SPECIFICATIONS FOR SERVICES/VENDOR RESPONSIBILITIES

- A. The Successful Vendor shall furnish all material and equipment typically furnished with elevator, chair carrier services, (Chair Carrier is a platform lift for wheel chairs) in accordance with the latest adopted editions of American Society of Mechanical Engineers (ASME) A17.1, Safety code for elevators and escalators, A17.2 Inspectors Guide for Elevator and Escalators and A17.3 Safety Code for Existing Elevators and Escalators (including supplements)
- B. The Successful Vendor is responsible for services performed under this contract. The Successful Vendor may be considered at fault for any damages or breakdowns to the elevators listed in these Specifications caused by their negligent, reckless or intentional acts or omissions under this Contract
- C. All references to elevators herein shall be considered to include chair carriers, as described above, where applicable
- D. All work under this Contract shall be performed by skilled, competent, elevator mechanics directly employed and/or supervised by the Vendor. Elevator mechanic helpers may be used, provided they are under the direct constant guidance or simultaneously with a journeyman elevator mechanic. All elevator mechanics shall have a minimum of three years of experience maintaining elevators. Sufficient personnel shall be assigned to complete maintenance in a timely manner
- E. Within ten (10) days after the award is made, the Successful Vendor shall furnish the Plant and Facilities Administrator or designee with a detailed schedule indicating how and when the Vendor plans to accomplish all required pre-maintenance repairs (if applicable) and within 30 calendar days after award, the Successful Vendor shall furnish a detailed schedule of the preventative maintenance for the first Contract year
- F. During the term of the Contract, annual updates to the detailed schedule (if applicable) shall be provided to the Plant Facilities Administrator or designee by the Vendor
- G. An estimate for pre-maintenance repairs must be submitted to and approved in writing by the Plant Facilities Administrator or designee prior to the start of maintenance or repairs as defined in this Bid
- H. Six month inspections by qualified elevator inspector (QEI) will be completed in accordance with NYS Property Maintenance Code Section 606.1 at the rate bid upon for the inspection. Documentation for 6-month inspections shall be provided as required in NYS Property Maintenance code Section 606.1

(IIIa). Vendor Responsibility

- A. The Vendor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide complete elevator maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the elevators identified in this Specification, in continuous use at their initial performance ability (same speed, safety, and efficiency) as originally specified by the equipment manufacturer or most recent upgrade specifications. All maintenance, adjustments, and repairs shall be in compliance with the latest adopted editions of ASME A17.1, Safety Code for Elevators and Escalators, A17.2, Inspector's guide for Elevators and Escalators, and A17.3 Safety Code for Existing Elevators and Escalators (including supplements) hereinafter referred to as ASME A17.1. The safety practice and procedures in the "Elevator Industry Field Employees Safety Handbook" shall also be followed when performing maintenance and repairs
- B. The Successful Vendor shall give immediate notice to the Plant Facilities Administrator or designee of any apparent damage to the equipment covered under this contract. The

Successful Vendor shall notify the Plant Facilities Administrator or designee, verbally on the day of discovery, and shall follow-up in writing no later than three (3) days thereof, informing of the existence or development of any defects in, or repairs required to, the elevator equipment. The Successful Vendor shall furnish the Plant Facilities Administrator or designee with a written estimate of the cost to correct the defects or make the required repairs. The Successful Vendor's estimate shall be itemized into labor and material costs not to exceed the labor and material rates as provided in the Cost Proposal Form. The Plant Facilities Administrator or designee reserves the right to make a final decision whether the repair is considered to be under guarantee or warranty. The Plant Facilities Administrator or designee may approve or disapprove all estimates for such services

(IIIb). Work Scheduling

- A. The Successful Vendor shall instruct his/her personnel that anytime work is to be performed under this under this Contract, that they shall coordinate all activities with the Plant Facilities Administrator or designee prior to arriving at the Facility, to ensure the equipment is available and access to the Facility can be granted. Also, when arriving at the Facility, all contract personnel shall report to the Plant Facilities Administrator or designee in such a manner as pre-determined by the Plant Facilities Administrator or designee, and when exiting the facility, Successful Vendor shall again notify the Plant Facilities Administrator or designee.

(IIIc). Overtime

- A. During the term of the contract, the Plant Facilities Administrator or designee may authorize the Successful Vendor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the Plant Facilities Administrator or designee has made a determination that such action is in the overall best interest of the Plant Facilities Administrator or designee. When this authority is granted, the Successful Vendor shall pay its employees, the overtime-hourly rate required by the Department of Labor prevailing wage rate schedules, and BOCES may be charged accordingly

(III d). Equipment, Wiring, and Circuit Changes

- A. The Successful Vendor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the elevators unless authorized in writing by the Plant Facilities Administrator or designee. The Successful Vendor shall submit any such proposed change to the Plant Facilities Administrator or designee for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Successful Vendor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Successful Vendor shall provide the Plant Facilities Administrator or designee with three exact copies of as-built drawings of the modifications including a complete description of the changes

(IIIe) Service Call

- A. A "Service Call" is defined as a report of an elevator malfunction made by the Plant Facilities Administrator or designee and the Successful Vendor's subsequent response to, and correction of the problem. Prior to removing an elevator from service, the elevator mechanic shall coordinate the removal with the Plant Facilities Administrator or designee
1. Successful Vendor must commence emergency Services within one (1) hour after receipt of request for any stalled/non-operational elevator(s) containing trapped passenger(s), and within two (2) hours after receipt of request for any stalled/non-operational elevator(s) not containing trapped passenger(s). Successful Vendor must commence non-emergency Services within two (2) work days, unless otherwise approved by BOCES
 2. For each Service Call, the Successful Vendor shall provide to the Plant Facilities Administrator or designee, a copy of the work ticket(s) along with supporting documentation that contains the following minimum information:
 - a. Name and address of the Successful Vendor
 - b. Name of the Successful Vendor's employee in charge of the work
 - c. Name of the Successful Vendor's employee(s) performing the work
 - d. Date(s) work performed and work hours expended
 - e. Brief description of work performed/corrective action including equipment identification
 - f. Signature and name of the Successful Vendor's employee authorized to sign for the Successful Vendor and attest to the necessity and completeness of the work, and the accuracy of the invoice
 3. The format and medium (hard copy or electronic) of such work ticket and supporting documentation must be approved by the Plant Facilities Administrator or designee in advance of the first submittal
 4. The Successful Vendor shall provide the Plant Facilities Administrator or designee the names and telephone numbers (home, cellular, and office) of the persons to be contacted for emergency services. In the event of a passenger being trapped in a stalled elevator, the procedures specified in the ASME A17.4, Guide for Emergency Evacuation of Passengers from Elevators, shall be followed
- B. "Callback Service" is defined as a report of an elevator malfunction made by the Plant Facilities Administrator or designee, concerning the recurrence of any issue that previously resulted in a Service Call, made within the guarantee/warranty period relating to such issue, and the Successful Vendor's subsequent response to, and correction of the problem
1. The Successful Vendor shall provide 24-hour a day, seven days a week, Callback Service, as part of the monthly maintenance fee and at no added cost to BOCES. The Successful Vendor may only bill for Callback Service if the work performed is not the responsibility of the Successful Vendor, i.e., if the guarantee/warranty of the relevant labor and materials is voided or otherwise not applicable. In the event of Callback Service, an elevator mechanic will report to the site of the call when requested by the Plant Facilities Administrator or those persons designated by the Plant Facilities Administrator, in accordance with the above schedule for a Service Call

(IIIf). Minimum Preventive Maintenance Requirements

- A. The Successful Vendor shall prepare and submit a Preventative Maintenance Schedule

supported by written manufacturer's documentation and ASME A17.1. The Successful Vendor shall perform the necessary preventive maintenance required for a safe, reliable operation, as specified by the manufacturer and ASME A17.1. The preventive maintenance shall be performed timely and scheduled according to timeframes set by the manufacturer's recommendations and ASME A17.1. If specific equipment covered by this Contract requires additional preventive maintenance, the Successful Vendor shall perform the required preventive maintenance without additional cost to BOCES. Preventive Maintenance is defined as regularly scheduled work on the elevators that the Successful Vendor shall complete, to accomplish the following:

1. Ensure their safe, reliable, and continued operations
 2. Prevent breakdowns due to worn part
 3. Maintain elevators/chair carriers above the point where deterioration begins
- B. Subject to the capability of the equipment, and as documented by the Successful Vendor and such documentation approved by the Plant Facilities Administrator or designee, the Successful Vendor shall ensure that the following original operating criteria is maintained at all times for each elevator:
1. Maximum capacity in pounds
 2. Rated speed in feet per minute
 3. Door operation
 4. Traffic handling capabilities
 5. Response times
 6. Ride quality
- C. Acceptable performance will be based on these Specifications, including, but not limited to the following criteria:
1. Completion of the scheduled preventative maintenance as specified by the manufacturer's recommendations and ASME A17.1
 2. Completion of work check charts for each elevator/chair carrier
 3. All work requested as a result of maintenance issues noticed by BOCES during normal operation of elevators shall be complete within 30 working days of notification. Within three working days of Vendor response, the Successful Vendor shall provide the Plant Facilities Administrator or designee a schedule which includes but is not limited to; outlining the required scope of work with start and completion dates for the work
- D. Once maintenance is established, there should be a level or decreasing trend in Service Calls/Callback Services

(IIIg). Non-Standard Requirements

- A. The Successful Vendor shall be responsible for maintaining the lighting fixtures installed in the elevator, hoist way, pit, elevator top, and elevator emergency lighting. This will include all lighting fixture components such as ballasts, bulbs, lamps, and tubes. The Successful Vendor shall be responsible for maintaining the elevator telephone or intercommunication systems from elevator to elevator controller

(IIIh). Reporting Requirements

- A. Facility/Machine Room(s) Record: Successful Vendor shall keep and maintain a hard copy service record for each elevator showing all preventative maintenance, repairs and all Service Calls/Callback Services performed. The service record(s) shall be kept in the appropriate machine room at the Facility and shall indicate:
1. Site location

2. Date and time (in work hours) required to perform the work
3. List all repairs and replacements performed

The service record form and format of the Successful Vendor and information provided shall be pre-approved by the Plant Facilities Administrator or designee

- B. Monthly Report(s): Successful Vendor will submit to the Plant Facilities Administrator or designee an electronic report, once per month, for each elevator which outlines the following:
1. Site location
 2. Date and time (in work hours) required to perform the work including arrival and departure times
 3. Type of work performed (preventative maintenance, repair, callback service, other)
 4. Description of work performed
 5. In the case of callback service; provide a description of the callback and corrective action taken
 6. List of all materials used
 7. List of all work scheduled to be performed, but that was not completed during the specified time frame

(IIIi) Safety Inspections and Tests

- A. All service and repair work shall be performed in compliance with the ASME A17.1, Safety Code for Elevators and Escalators and subject to inspections by the State. Periodic inspection of the elevators, as required by ASME A17.1 (current adopted edition) shall be performed by State approved Elevator Inspectors, in accordance with existing State policy. All elevators shall be appropriately inspected every six (6) months, annually, and every five years. The Successful Vendor shall provide any needed equipment to perform the tests at no additional cost to BOCES. The Successful Vendor shall provide an adequate quantity of qualified elevator mechanics familiar with the equipment to perform tests and assist the inspector at no additional cost to BOCES, if applicable. The Successful Vendor shall periodically examine and test all safety devices, governors, oil buffers, etc. The Successful Vendor shall make formal safety tests and inspections as required and outlined in the current adopted edition of ASME A17.1. These tests may be conducted in the presence of the State elevator Inspector. Tests performed on 1 and 5-year intervals will be scheduled to comply with the 1 and 5-year intervals specified in ASME A17.1 Appendix. The Successful Vendor shall furnish test and condition reports after each test. After tests have been performed, all load weighing devices, etc. shall be checked and adjusted as required to meet manufacturer's recommendations. *Elevators shall not be placed in service until all tests, checks and adjustments are completed and the elevators are in proper working condition*

(IIIj). Maintenance Services for Elevators

- A. Except for Service Calls/Callback Service, the Successful Vendor shall perform all work during regular work hours of regular working days or as approved by the Plant Facilities Administrator or designee. The time of day each elevator is to be shut down for routine maintenance will be scheduled with the Plant Facilities Administrator or designee to minimize disruption. When an elevator is shut down, a sign shall be placed at each opening stating: "This elevator is being serviced." The Successful Vendor shall record, in a log maintained by the Plant Facilities Administrator or designee, the actual arrival

and departure times each day they are in the building

(IIIk). Lubricants

- A. The Successful Vendor shall furnish all lubricants and hydraulic fluids that comply with the equipment manufacturer's specifications and ASME A17.1 for the particular device

(IV) CONTRACT TERM

4. The term of this Contract shall be for one year, from March 17, 2016 through February 28, 2017(Initial Term"). In the event BOCES wishes to extend the term of the Contract, beyond the Initial Term, the Contract term may be extended for four (4) additional years in one (1)-year increments, ("Renewal Terms") under the same terms and conditions as mutually agreed in writing by BOCES and the Successful Vendor(s), subject to any price increase as set forth in section (VIII) 14 below as agreed to by BOCES.

(V) CONFLICTING TERMS

5. If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications shall govern.

(VI) REQUESTS FOR CLARIFICATION/ADDITONAL INFORMATION

6. All requests for clarification or additional information related to this Bid must be submitted in writing by mail, fax, or e-mail on or before 4:00 p.m., Thursday February 4, 2016 to:

Ms. Laurie Conley
Purchasing Administrator
Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772
E-mail: purchasing @esboces.org
Voice: (631) 687-3160
Fax: (631) 289-2327

In the event BOCES provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid which shall be posted on the Eastern Suffolk BOCES bid site at www.empirestatebidsystem.com.

(VII) INSTALLATION

7. Unloading and placing of equipment and furniture (if applicable) is the responsibility of the Successful Vendor. BOCES accepts no responsibility for the unloading and placing of equipment and furniture. Any costs incurred by BOCES due to the failure of the Successful Vendor to comply with this requirement will be charged to the Successful Vendor. No help for unloading will be provided by the BOCES receiving unit, and Successful Vendor(s) should notify their truckers accordingly.
8. The Successful Vendor shall clean up and remove all debris and rubbish resulting from his/her work from time to time as required or directed. Upon completion of the work, the

premises shall be left in a neat, unobstructed condition, the buildings shall be broom cleaned and everything shall be left in good repair and working order. Supplies, materials or equipment left by the Successful Vendor in excess of 5 working days, shall become the property of BOCES.

9. Supplies, materials and equipment shall be stored at the site only with the prior approval of BOCES and at the Successful Vendor's risk. In general, such on-site storage should be avoided to prevent possible damage or loss.
10. Successful Vendor(s) shall acquaint themselves with conditions at the site and shall assume all responsibility for placing and installing the equipment in the designated locations.
11. Equipment for trade-in shall be dismantled and removed by the Successful Vendor at his/her expense. The condition of the trade-in equipment shall be noted by BOCES and the Successful Vendor in writing at time of removal with the exception of normal wear and tear.
12. The Successful Vendor shall have all the necessary equipment to perform the installation as specified in the Bid.

(VIII) PRICING

13. If BOCES exercises its right to extend this Contract, the Successful Vendor may increase prices effective upon the start of a Renewal Term by an amount equal to the current percentage published by the United States Department of Labor Bureau of Labor Statistics New York –Northern New Jersey consumer price index for all Urban Consumers (CPI-U), May which is usually published in June of each year, not to exceed 2%. BOCES must be notified in writing by the Successful Vendor of any request for a price increase at least 60 days before the Renewal Term.
14. If BOCES does not consider the new price fair and reasonable and in BOCES' best interest, the Contract may be canceled after fifteen (15) days written notice. The Successful Vendor must fill all outstanding orders placed prior to cancellation.
15. If, in the future, the Successful Vendor is able to offer a lower price structure for the materials, supplies, equipment or Service(s) under this Contract, the Successful Vendor shall notify BOCES in writing.
16. When prices to the trade or industry are decreased, the prices of the applicable Items on this Contract shall be decreased accordingly. It shall be incumbent upon the Vendor to notify BOCES of such decreases in writing immediately after they become effective.
17. ALL PRICING MUST BE ON THE COST PROPOSAL FORM INCLUDING SHIPPING AND HANDLING.

(IX) SUBMISSION OF COST PROPOSAL FORM

18. BOCES will provide a Cost Proposal Form, and each Bidder shall complete the Cost Proposal Form in accordance with the instructions on the form. Additionally each Bidder shall supply one (1) CD or flash drive of the Cost Proposal Form in its original format as well as a paper printout of the form with all of the Items, Item numbers, and description of Items BOCES requires. In the case where a price discrepancy exists between the CD/flash drive

and the paper printout, the paper printout prices shall prevail.

19. Only unit prices are to be entered in the price column of the Cost Proposal Form. Do not enter extended prices.
20. Vendors must not modify or enter information in BOCES descriptions. Modifications to BOCES descriptions may result in that Item(s) to be deemed non-responsive.
21. Note: Bidders are to pay particular attention to the way each Item is requested to be priced.

Example: Price \$ _____ / each, or /lot, / ounce/per hour.

Varying from the requested price break down may cause that line Item to be deemed non-responsive.

22. Each Bidder shall place the organization's name on each page of the Cost Proposal Form.
23. All deliveries must be inside deliveries.
24. There will be no additional charges for multi-drop deliveries.

(X) BID ANALYSIS INFO

Bids will be analyzed using the estimated usage indicated on the Cost Proposal Form.

(XI) BID SECURITY

25. Each Bidder shall include with its Bid Documents a security in the form of a bid surety bond, irrevocable line or bank letter of credit, with BOCES named in the letter of credit as beneficiary, bank draft, or certified check ("Surety") made payable to BOCES for one hundred (\$100) dollars. This security will be returned to each Bidder after award of the Contract or in the case of the Successful Vendor, upon receipt of the performance surety.

(XII) PERFORMANCE SECURITY

26. Upon notification of award recommendation from BOCES, the Successful Vendor must deliver to BOCES an executed Performance Surety bond issued by a corporate surety licensed to do business in the State of New York, or a cashier's check payable to Eastern Suffolk BOCES. This security shall be in the amount of twenty thousand dollars \$20,000 for the faithful performance of the provisions of this Contract, for the payment by Successful Vendor of all labor performed or furnished, and for the materials used in said work. The Performance Bond must contain the following information: (i) Bid Number, (ii) complete Bid name (as stated in the Bid), and (iii) term of Contract. This Contract shall not be in force until the Successful Vendor delivers said surety to ensure faithful performance of the terms, covenants, and conditions of the Contract. The Successful Vendor shall pay the premium for the surety.
27. At the sole discretion of BOCES, a failure to provide the required Performance Surety Bond to BOCES within two weeks of notification of award (conditioned upon receipt of such Performance Surety Bond) may result in rejection of the Bid, and awarding to the next lowest responsible Bidder, or any other action determined to be in the best interest of BOCES.

28. In the event this Contract is extended for an additional term(s), a new Performance Bond for the extended term(s) will be required. At the sole discretion of BOCES, a failure to provide the required Performance Surety Bond to BOCES within two (2) weeks of the effective date of such extension may be considered a breach of this Contract. With respect to such breach, BOCES, reserves the right to invoke any and all remedies that are in the best interest of BOCES. The Successful Vendor shall pay the premium for the surety(s).

The aforementioned bonding will cover all Purchase Orders and Services authorized by BOCES pursuant to this Bid. Such Performance Bond(s) shall be maintained in full force and effect for their relevant terms until the Contract shall have been fully performed.

(XII) USAGE REPORTS

29. The Successful Vendor must provide, upon request, usage reports detailing purchases during the Bid Contract on forms supplied by BOCES. Usage reports will include all Items/Services purchased and shall include the following:

- A. Total Hours of Labor for Mechanic, including total cost for mechanic
- B. Total Hours of Labor for Apprentice/Helper, including total cost to for apprentice/helper
- C. Total cost of Materials
- D. Total Cost to BOCES for Inspections, both monthly and bi-annually
- E. Total Cost to BOCES for usage and any other expenses incurred by BOCES from the Bid

30. Usage reports are a requirement of accepting an Award from this Bid. Such reports shall be compiled and delivered by the Successful Vendor to the Purchasing Office of Eastern Suffolk BOCES at 201 Sunrise Highway Patchogue, NY 11772 or e-mailed to Purchasing@esboces.org by close of business as follows: (Note: if Report Due date is not indicated below, no usage is required).

Report Period -Annual (and for extensions if applicable)	Report Due
March 17, 2016 – December 31, 2016	January 2, 2017
January 1, 2017 – December 31, 2017	January 2, 2018
January 1, 2018 – December 31, 2018	January 2, 2019

31. A failure to report in accordance with the above paragraph #30 may be considered a material breach of this Contract. In such event, BOCES reserves the right not to consider Successful Vendor for future bids.

Vendor Information and Acknowledgement Form

Exhibit A

Pursuant to advertisement for the Board of Cooperative Educational Services, First Supervisory District of Suffolk County, requesting bids for:

Bid #16-06-0211: Elevator Inspection, Maintenance & Repair Services

to be opened on Thursday February 11, 2016, at 11:00 A.M., the undersigned, as a duly authorized representative of the Vendor, hereby proposes to furnish such services, materials, supplies, and equipment as required by the General Terms and Conditions and Specifications contained within the Bid Documents at the prices indicated on the Cost Proposal Form.

Company Name _____
(as shown on your W-9)
 Street Address _____

City _____ State _____ Zip Code _____

Telephone () _____ Fax () _____ E-mail _____

Signature _____ Date _____

Print Name _____ Title _____

Please indicate the representative from your company who should receive all correspondence relating to this bid:

Name: _____

Address: (if different from above) _____

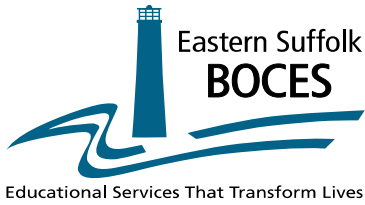
Telephone: _____ Fax: _____ Email: _____

Vendor Acknowledgement

Vendor, by checking and signing below, confirms that he/she has read and understands and will comply with the terms, conditions and specifications/scope of this Bid and any addenda, if issued.

Yes No

Signature



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Vendor Reference Form

Exhibit B

Vendor Name: _____

Bid #16-06-0211: Elevator Inspection, Maintenance & Repair Services

Please list three (3) references that your firm has serviced in a manner similar in scope to the specifications contained in this Bid. References are part of the Bid Documents and failure to supply these references may result in the rejection of your bid.

1. Firm Name: _____

Contact Name/Title: _____

Address: _____

Telephone: _____

Date(s) of Service: _____

2. Firm Name: _____

Contact Name/Title: _____

Address: _____

Telephone: _____

Date(s) of Service: _____

3. Firm Name: _____

Contact Name/Title: _____

Address: _____

Telephone: _____

Date(s) of Service: _____

- b. Incorporated under the laws of what state: _____
- c. Is corporation now duly existing? _____
- d. List all Officers and Directors and their position for the last year:

- Have you ever failed to complete any contract awarded to you? _____

If so, when where and why? _____

- Have liens or lawsuits of any kind ever been filed against you or any officer, director or partner of your organization, arising out of any of your contracts: _____

If so, give details: _____

- List company website(s): _____

- List Surety Companies (Bonding Companies) which have heretofore bonded you, and the name and amount of contract, within the last ten (10) years:

Non-Collusive Bidding Certification

Exhibit C

Bid #16-06-0211: Elevator Inspection, Maintenance & Repair Services

- I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every bidder:
 - A. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, and in the case of a joint bid, each party thereto certifies as to its own organization under penalty of perjury, that to the best of knowledge and belief:
 1. 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;
 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
 - B. A bid shall not be considered for award nor shall any award be made where (A) (1), (2), and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, Agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for 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 section I. (A) above.

- II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to Section I above, 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.

Company

Signed

Title

RESOLUTION - FOR CORPORATE BIDDERS ONLY

RESOLVED that _____ be authorized to sign
(Individual)
and submit the Bid for this corporation for the following project

(Describe project)

and to include in such Bid the certificate as to non-collusion required by Section 103-D of General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

(SEAL OF THE CORPORATION)

TITLE



Disclosure

EXHIBIT D

4311F.3

Department of Business Services
Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, NY 11772
Phone: (631) 687-3160
Fax: (631) 289-2327

Government entities and municipalities are exempt from completing this form.

This form must be completed by vendors (including, but not limited to, individuals, corporations, and partnerships) providing services/materials to ESBOCES. If this form is being completed in anticipation of a possible bid award, each bidder must complete this form and include it with the bid submission.

		Yes	No
1	Are you a family member of any ESBOCES employee or ESBOCES Board member?	<input type="checkbox"/>	<input type="checkbox"/>
2	Is any ESBOCES employee or ESBOCES Board member a member or employee of your firm, partnership, or association?	<input type="checkbox"/>	<input type="checkbox"/>
3	Is any ESBOCES employee or ESBOCES Board member an officer, director, or employee of your corporation?	<input type="checkbox"/>	<input type="checkbox"/>
4	Does any ESBOCES employee or ESBOCES Board member directly or indirectly control stock in your corporation?	<input type="checkbox"/>	<input type="checkbox"/>

If you answered "Yes" to any of the above questions, please indicate the employee's name and position with ESBOCES or the name of the ESBOCES Board member.

_____ Name of ESBOCES Employee or Board Member _____ Position with ESBOCES

Please list all officers, directors, and principals (such as owners and partners) of the vendor. In the case of corporations, shareholders owning or controlling five percent (5%) or more of the outstanding stock must be listed.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned affirms that the above information is true to the best of his/her knowledge and understands that any false statement constitutes a violation of the Penal Law and/or General Municipal Law, as applicable.

Legal Company Name _____
(as shown on your W-9)

Address _____

Signature _____ Date _____ / ____ / 20____

Print Name _____ Title _____

Bid #16-06-0211
Elevator Inspection, Maintenance & Repair Services



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Affidavit of Compliance

Exhibit E

Bid #16-06-0211: Elevator Inspection, Maintenance & Repair Services

STATE OF

COUNTY OF

_____, being duly sworn, deposes and says:

1. That (s)he is an officer or representative of _____ and that (s)he has the authority to sign this affidavit.
2. This affidavit is offered as an inducement to Eastern Suffolk BOCES to award to _____ such purchase contracts for goods or services as directed by the Board of Education, in accordance with New York State law and with Eastern BOCES policy.
3. That no Officer, Employee or Stockholder of the above referenced Vendor is an Employee, in any position, at Eastern Suffolk BOCES

Signed

Date

Sworn to before me this _____

Day of _____, 2016

Notary Public

(SEAL OF THE CORPORATION)

Title

IRAN DIVESTMENT ACT COMPLIANCE RIDER

Exhibit F

The Iran Divestment Act of 2012, effective as of April 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

- (a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
- (b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (b) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

- (1) The investment activities in Iran were made before the effective date of this section (i.e., April 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subVendor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should ESBOCES receive information that a person is in violation of the above-referenced certification, ESBOCES will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then ESBOCES shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Vendor in default.

ESBOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____



Board of Cooperative Educational Services
First Supervisory District of Suffolk County
201 Sunrise Highway
Patchogue, New York 11772

Statement of "No Bid" Form

Exhibit G

Bid #16-06-0211: Elevator Inspection, Maintenance & Repair Services

To be received by: February 11, 2016

Company Name: _____

Authorized Signature: _____

We have elected not to submit a request for letter of interest due to the following reason(s):

Insufficient Time to Respond _____

Do Not Offer This Product/Service _____

Unable To Meet Specifications _____

Unable To Meet Service Requirements _____

Workload Does Not Allow Us to Bid _____

Specifications Unclear or Too Restrictive _____

Other (Please Specify) _____

Please Return To:

Eastern Suffolk BOCES
Purchasing Office
201 Sunrise Highway
Patchogue, NY 11772