

**INVITATION TO BID ("ITB")**  
THIS IS NOT A PURCHASE ORDER

**Queensborough Community College of  
THE CITY UNIVERSITY OF NEW YORK**  
222-05 56th Avenue  
Bayside, NY 11364  
PHONE-718-631-6202  
FAX-718-281-5152

REQUISITION NO. <i>921201686</i>	DATE <i>9/21/16</i>	BID NO. <i>MA11862016</i>
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Place label with your business name and address here  
prior to submitting your bid  
**BID MUST BE SUBMITTED IN A SEALED ENVELOPE**

Submit signed and sealed bid submission to the following Bid Due Location:  
**Queensborough Community College**  
Purchasing Department-ADM 406  
222-05 56th Avenue  
Bayside, NY 11364-1497  
Before: *10/13/16 @ 11 Am*

The designated contact ("Designated Contact") for this Invitation to Bid ("ITB") is *Gemma Martin, Dir of Purchasing*  
Do not speak to anyone at the College or the University except Designated Contact(s) about this ITB or the proposed purchase.  
Questions pertaining to this ITB must be sent by e-mail to *G.MARTIN@qcc.cuny.edu* or by facsimile to the fax number stated above.  
Response to questions received before *10/13/16*, 2016, *11 Am* will be sent to all who received the ITB. Bid Opening and Public Reading of Bid Prices will take place at the Bid Due Location on *10/13/16*, 2016 at *11 Am*

If you decide to not submit a bid price in response to this ITB, please check the box at the left and return this form to the Bid Due Location with your reason(s) for not submitting a bid price. Please note that failure to return this form may result in the removal of you/your company's name from the mailing list of vendors for these goods and/or services.

**Bid Conditions**

- Use this form to submit a sealed bid submission. Print out a hard copy to submit if you received the ITB by email. Bid submissions sent by fax or email are invalid and will be rejected. Type or use ink. Insert price and extension for each item. Provide Bid Price. Original ("wet") signature on bid submission required. MODIFICATIONS TO THE ISSUED ITB ARE NOT PERMITTED.
- Late bid submissions will be returned unopened. Delivery by the Bid Due Date to the Bid Due Location, including the correct room, is the responsibility of Bidder.
- Sales to The City University of New York (CUNY) are not subject to sales and use tax.
- Bid Price is deemed to include cost of delivery, F.O.B. Destination, inside delivery, and assembled, unless otherwise specified. Bid Price shall be a net price.
- Bid Price shall remain firm for ninety (90) days after Bid Due Date. Bid submissions may not be withdrawn for ninety (90) days from Bid Due Date.
- Bidder is presumed to have full knowledge of all conditions affecting performance that should have been discovered by a reasonably prudent vendor.
- Where a manufacturer's name or catalog number is mentioned, it is intended to establish a standard of quality or performance. Bidders are invited to submit proposed substitutions. Bidders shall submit samples of such items with their bid submissions, together with information for CUNY to evaluate proposed substitute(s). CUNY reserves the right to request additional information or demonstration of performance after the Bid Due Date. CUNY reserves the right to reject bid submissions on substitute items that it deems "not equal" to the items specified. If bidder fails to have an authorized representative sign his/her initials below indicating that it is providing prices for substitute item(s) and provide samples and supporting information with its bid submission, then Bidder shall furnish items specified for the Bid Price offered.
- CUNY reserves the right to reject a bid submission if: (a) it is in pencil or is illegible or unclear; (b) Bidder fails to furnish any required information; (c) Bidder misstates or conceals any material fact; (d) bid submission does not comply with the law or ITB requirements; (e) bid submission contains unbalanced prices; (f) bid submission is conditional; or (g) it is determined that Bidder is not responsible in accordance with law or CUNY regulations or both.
- CUNY reserves the right to reject all bid submissions. CUNY reserves the right to reject bid submissions in whole or in part and to make awards by item, class of items, or any combination of items in its best interest.
- The contract (purchase order) that will be established by this ITB is governed by the terms and conditions on page 2 of this ITB ("Terms and Conditions") and by Appendix A, Standard Clauses for All New York State Contracts, which is incorporated herein (a copy of which is available upon request). Bidder signifies its acceptance of the Terms and Conditions and Appendix A by delivering a bid submission, delivery of the goods, or services, and/or by the acceptance of payment.

ITEM NO.	SPECIFICATIONS: DESCRIPTION OF GOODS AND/OR SERVICES	QUANTITY	UNIT	UNIT PRICE	EXTENSION PRICE
	Manufacturer: AAL <b>BIDDERS MUST SUBMIT MANUFACTURER'S SPECIFICATION SHEETS WITH THEIR BID FOR EACH COMPONENT PART SPECIFIED HERE FOR VERIFICATION</b>				
1)	FIXTURE INDF-RD-30LED-NW-PMAT-WIRED 120-277v FIXTURE WITH PMAT MOUNTING	40	EA		
2)	POLE DB64R11.5-226-MG POLE (POLE CUT TO 11'-6")	20	EA		
3)	BASE DB64R-226-PTA-MG-ABT-REPL-BC BASE COVER	20	EA		
4)	BOLTS DB64R12-226-PTA-MG-ABT-REPL-ABT ANCHOR BOLTS & TEMPLATE	20	EA		
<b>Bid Price (grand total):</b>					<b>\$</b>

**TO BE COMPLETED AND SIGNED BY ALL BIDDERS:** I have read the Invitation to Bid, including the Specifications and Terms and Conditions and agree to be bound by them. The Bid Price offered by vendor represents the price offered to provide the manufacturers and products specifically named in these specifications unless Bidder submits required samples and supporting information with its Bid Submission and has an authorized representative sign his/her initials below.  
Bidder is not providing prices for the specified manufacturers and products and is instead providing a Bid Price for proposed substitutes and is including samples and supporting information to demonstrate that Bidder's proposed substitutes should be accepted as approved equals.  
I am authorized to sign this bid submission. Bidder has not knowingly violated any law by submitting this bid submission. Bidder is not currently in default on any CUNY, State, or City contract and not in arrears on any CUNY, State, or City debt or tax. Bidder has not been found guilty or pleaded guilty to a crime or misdemeanor in any U.S., State, or City court, and there is no criminal proceeding or indictment against Bidder pending in any such court. Bidder represents that no public, College, or CUNY employee, officer, or person whose salary is payable in whole or in part, directly or indirectly, from the City Treasury or State Treasury is directly or indirectly interested in this ITB or in this bid submission or in the goods or services to which it relates or in any portion of the profits thereof.

Bidder: Check all categories that apply to you:

Minority owned	_____	Bidder (Company) Name	_____	Signature of Authorized Representative	_____
Women owned	_____	Bidder's Phone #	_____	Print Name of Authorized Representative	_____
Small business	_____	Bidder's Fax #	_____	Print Title of Authorized Representative	_____
State certified	_____	Bidder SS# or EIN#	_____		
City certified	_____				
None of the above	_____				

## ITB Terms and Conditions

### NOTES:

1. The college or department named in this ITB is a constituent unit of The City University of New York ("CUNY").
2. This ITB solicitation is being conducted in compliance with the requirements of New York State Education Law Section 6218, New York State Finance Law Article 11, New York State Finance Law 139-j and 139-k, and University regulations.
3. The University will review the bid submissions and award the Contract for the goods and services described herein to the bidder who is both responsive and responsible (as defined by New York State law) and offers the lowest Bid Price for the goods and services described herein.
4. The contract (purchase order) that will be entered into after a vendor is selected pursuant to this ITB shall be subject to these Terms and Conditions ("Contract").
5. The selected vendor may be required to complete, sign and return within five (5) business days certain required forms, including:
  - a. New York State Vendor Questionnaire (or a Certification of No Change)
  - b. NYS Executive Law Article 15-A Statement (EEO)
  - c. Tax Law § 5-a, Form ST-220CA and ST-220TD - Contractor Certification
  - d. State Finance Law §§ 139-j and 139-k (Disclosure of Non-Responsibility Determinations and Certification of Compliance)
  - e. Planned Employment Forms for Consultants
  - f. NYC Vendor Qualification Questionnaire (VENDEX)
  - g. NYC Principal Questionnaire (VENDEX)

**A. Questions:** 1. All questions concerning performance of Contract shall be decided by College Business Manager in the best interest of CUNY and shall be final and binding.

**B. Work:** 1. The term "Work" shall be deemed to include either Goods or Services, or both as applicable. 2. In performing Work, Vendor shall follow generally accepted standards of the relevant industry or trade ("Standards").

**C. Price:** 1. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. 2. If this is a requirements contract, CUNY shall have the right to purchase its full requirements at the unit price. 3. If this is not a requirements contract, CUNY shall have the right to increase or decrease Work by not more than ten percent (10%) at the unit price.

**D. Delivery:** 1. Unless otherwise specified, vendor shall make deliveries between 9:00 a.m. and 4:00 p.m., Monday to Friday (non holidays). CUNY reserves the right to reject delivery at any other time. 2. All containers are deemed non-returnable. Upon vendor's timely request, CUNY will return containers and charge cost of such return to vendor.

**E. Subcontracting:** 1. Subcontracting is not permitted except as provided in Specifications. 2. Where subcontracting is permitted, vendor shall obtain CUNY's prior written approval for (a) the portion of Work to be subcontracted and (b) the particular subcontractor(s). 3. Vendor's contract(s) with such subcontractor(s) shall incorporate Contract by reference. 4. Nothing herein shall be deemed to waive any rights of CUNY against vendor.

**F. Guarantees:** 1. Vendor guarantees Work against any defects of workmanship, construction and materials and shall repair or replace any defect without cost to CUNY within one (1) year from date of acceptance. 2. All manufacturer's warranties shall flow directly to CUNY.

**G. Protection of Site:** 1. Vendor shall provide adequate safeguards at Work site. 2. While performing Contract, all employees or agents of vendor shall wear identification acceptable to CUNY. 3. Vendor shall, upon written request from CUNY, remove from such performance any employee or agent found unacceptable to CUNY.

**H. Acceptance:** 1. Unless so stated in Specifications, all Goods shall consist of new merchandise. 2. Nothing in Contract shall be deemed to represent or warrant that Specifications are comprehensive as to every item or aspect of Work needed to be done to make Work complete, turnkey, fully functional, and guaranteed. 3. Work shall not be deemed accepted until CUNY has inspected it and so certified. Such inspection shall be made within a reasonable time. 4. Payment or partial payment made before such certification shall not be deemed a waiver of CUNY's rights.

**I. Rejection:** 1. CUNY reserves the right to reject Work not conforming with Specifications and/or Standards. 2. CUNY shall specify defects in writing and offer vendor a reasonable opportunity to cure. 3. CUNY reserves the right to accept partially conforming Work, in its best interest. Such acceptance shall be subject to a reduction in price equal to the difference between Bid Price and the reasonable value of such Work. 4. Vendor shall remove rejected Work within a reasonable time. Rejected Work left longer than thirty (30) days will be deemed abandoned. 5. CUNY reserves the right to charge vendor for the cost of returning rejected Work. 6. Nothing herein contained shall limit any other right or remedy of CUNY with respect to improper performance of Contract.

**J. Renewals:** Renewals of Contract are not permitted except as stated in Specifications.

**K. Termination:** 1. If vendor (a) sublets or assigns Contract or (b) fails to perform Work or (c) breaches material terms of Contract or (d) performs Contract in bad faith, CUNY may terminate Contract for cause by serving written notice on vendor. Such notice shall detail such cause with specificity and give vendor reasonable opportunity to cure. Failure to cure within such time shall be deemed reasonable cause for termination of Contract. 2. CUNY reserves the right to exercise all legal and contractual remedies upon such termination. 3. Such termination may be deemed proof of non-responsibility under law. 4. Upon termination or rejection, CUNY reserves the right to charge vendor the difference between its Bid Price and CUNY's cost to procure the Work. 5. The University may terminate the Contract for cause at any time if: (a) vendor does not provide, misstates, conceals, or fails to disclose any material information in this Contract, or in any written statement or oral examination or hearing, in connection with this Contract; or (b) vendor fails to advise University within five (5) Business Days if there is any change in the facts or information provided by College after the date College signs this Contract; or (c) the University determines in accordance with Law(s) or University regulations that vendor is not responsible (as defined by law); or (d) the University finds that the certification filed by vendor in accordance with New York State Law §139-k, was intentionally false or intentionally incomplete.

**L. Indemnification:** 1. Vendor shall indemnify and save CUNY, the City of New York ("City") and the State of New York ("State") and the officers, employees and agents of

each of them, harmless from all suits, claims, demands, fines, actions, and costs of any kind, including attorneys' fees, by reason of any and all of vendor's obligations under Contract. 2. Vendor shall be solely responsible for any and all damage to property and injuries to persons, including death, incurred during and/or pursuant to performance of Contract, and arising by reason of acts or omissions of vendor, its agents, servants and employees. 3. Vendor shall indemnify and save CUNY, City and State and the officers, employees and agents of each of them, harmless from liability for its improper use or infringement of any proprietary process or item furnished or used pursuant to Contract, including, but not limited to all costs and expenses which CUNY incurs or is obligated to pay in defense or as damages.

**M. Insurance:** 1. Vendor shall provide CUNY with certificates of all required insurances before beginning Work. 2. All vehicles to be used for Work shall be insured in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. 3. If this is a service contract, vendor shall procure commercial general liability insurance issued by a New York admitted carrier in vendor's name in an amount not less than one million dollars (\$1,000,000) per occurrence combined single limit. Such insurance shall name College, CUNY, the City of New York and the State of New York as additional insureds.

**N. Books and Records:** 1. Vendor shall maintain complete, current and accurate books and records relating to Contract for six (6) years after they were made. 2. CUNY shall have access to said books and records at an office of vendor during normal business hours for the purpose of inspection, copying and audit.

**O. Modification:** 1. Contract may not be modified except by a written instrument signed by CUNY. 2. CUNY shall not be liable for any additional Work or changes to Work without such instrument.

**P. Liquidated Damages:** CUNY reserves the right to assess vendor liquidated damages in the amount of up to one hundred dollars (\$100) per day for vendor's failure to complete timely performance.

**Q. Applicable Laws:** Contractor shall comply with all laws, codes, ordinances, rules, regulations, orders, requirements, of federal, state, and local governments, courts, governmental authorities, legislative bodies, boards, agencies, commissions, and the like ("Laws"). If there is a conflict between or among any Laws and specific requirements of this Contract, then Contractor shall comply with the most stringent Law or requirement in each instance. By noting any specific Law(s) with particularity in this contract or in any other prior or future communication, Contractor is not relieved of any obligation to comply with all Laws, and the University does not waive any rights it may have with respect to such compliance.

**R. Miscellaneous:** 1. CUNY shall have all of its statutory, common law and equitable rights of set-off. 2. CUNY shall have no liability under Contract beyond funds appropriated and available therefor. 3. Contract shall be governed by the laws of the State of New York except where the federal supremacy clause requires otherwise. 4. No action shall lie or be maintained against CUNY upon any claim arising out of Contract unless commenced within six (6) months from the date such action accrues. Such action shall be heard only in State courts located in New York City or United States courts located in New York City. 5. Contract is subject to audit by the Comptroller(s) of City and/or State of New York. 6. Vendor shall procure and maintain at its own cost any permits, licenses or certificates required for performance of Contract. 7. Vendor is an independent entity and shall not be deemed an agent of CUNY for any purpose. 8. If there is any conflict between any terms and these Terms and Conditions, then these Terms and Conditions shall govern.

### New York State Provisions

1. As required by State Labor Law Articles VIII and IX:

a. 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 or a building service contract, and to the extent that Contract shall be performed within State, neither vendor ("Contractor") nor any subcontractor shall by reason of race, creed, color, disability, sex, age or national origin: (i) discriminate in hiring against any citizen of State who is qualified and available to perform the work; or (ii) discriminate against or intimidate any employee hired for the performance of work under Contract.

b. Contractor is subject to fines of fifty dollars (\$50) per person per day for any violation of the above sections as well as possible termination of Contract and forfeiture of all monies due hereunder for a second or subsequent violation.

2. As required by State Finance Law Article IX:

a. If Contractor is called before a grand jury, head of a State department or other State agency, a temporary State commission or the Organized Crime Task Force in the State Department of Law and refuses to sign a waiver of immunity from prosecution or to answer any relevant questions concerning Contract, Contractor may be barred from State contracts for five (5) years and Contractor's current contracts with State may be cancelled.

b. If Contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid price 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 State a non-collusive bidding certification on Contractor's behalf.

c. Contract shall be null and void unless Contractor shall, during the life of Contract, provide and maintain required Workers' Compensation insurance for employees.

3. By submitting this bid, Bidder hereby certifies:

a. That s/he is of lawful age and the only one interested in the bid or transaction, and that no person, firm or corporation other than herein above named has any interest in this ITB, the contract proposed to be taken, or in the transaction involved herein.

b. That no councilman, legislator or other officer or employee whose salary is payable in whole or in part, directly or indirectly, by City or State treasury is directly or indirectly interested in this solicitation, bid submission, or Contract or in the supplies, materials, equipment, work or labor to which it relates or in any of the profits thereof.

c. That s/he is not in arrears to CUNY, City or State upon any debt, contract or taxes and has not been declared in default as surety or otherwise, upon any obligation to any of them within the past three (3) years.