

NOTICE TO BIDDERS

REQUEST FOR BIDS

Vertical Transportation Preventive Maintenance, Testing, and
Repair Services

RFB-DCC-01-2027

DUTCHESS COMMUNITY COLLEGE

53 PENDELL ROAD
POUGHKEEPSIE, NY 12601

By:
Michael Maher, Purchasing Agent

DUTCHESS COMMUNITY COLLEGE

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A. INSTRUCTIONS TO BIDDERS

- 1) Bidders shall carefully review and comply with all requirements, specifications, terms, conditions, attachments, and addenda comprising this RFB.
- 2) All questions and requests for clarification shall be submitted to the Purchasing Department through BidNet Direct no later than October 15, 2026 at 12:00 P.M. Eastern Time. Responses and any changes to the RFB will be issued through BidNet Direct. Oral explanations or instructions shall not modify the RFB or bind the College.
- 3) Bids must be submitted in a sealed envelope clearly marked “BID SUBMISSION FOR RFB-DCC-01-2027” at a minimum.
- 4) Bids must be received at the address stated no later than the date and time specified. No bids will be accepted after the designated time or date indicated in the solicitation.
- 5) A bid is considered received only when it is in the physical possession of the College at the designated location. Postmarks, shipping dates, and delivery-service records shall not constitute timely receipt.
- 6) Bids will be publicly opened and read immediately following the submission deadline at 2:00 P.M. on 30 October, 2026 in Room 203, Bowne Hall, 53 Pendell Road, Poughkeepsie, NY 12601
- 7) Bids shall remain firm, fixed, and irrevocable for a minimum period of ninety (90) calendar days following the bid due date.
- 8) Failure to submit a complete, legible, bid in accordance with these Instructions may result in the bid being deemed non-responsive.
- 9) Bidders shall acknowledge all issued addenda on the Submission Cover Sheet. Failure to acknowledge an addendum affecting price, quantity, quality, or the material requirements of the RFB may result in rejection of the bid.
- 10) Each bid shall include the required completed forms.
- 11) The Submission Cover Sheet shall be the first page of your bid.
- 12) Under no circumstances is it necessary to submit the technical scope with the bid. They are to be retained by the bidder for its records.

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B. GENERAL INFORMATION/CONDITIONS FOR BIDDERS

- 1) Bidders shall promptly report any discrepancies or omissions identified in the solicitation documents to the Purchasing Department through BidNet or by email to PurchasingDepartment@SUNYDutchess.edu, including those discovered after the question deadline. This reporting exception does not extend the deadline for routine questions or requests for clarification. Any clarification affecting bid preparation or change to the solicitation will be issued through BidNet to all prospective bidders, by written addendum where applicable. Direct communications shall not modify the solicitation or bind the College.
- 2) All bids shall be submitted in accordance with the Bid Submission Requirements of this RFB, and all required forms and certifications shall be completed and submitted as applicable.
- 3) The Board of Trustees reserves the right to waive irregularities and accept or reject any bid or any part of any submission.
- 4) In determining the qualifications of a bidder, the College will consider the bidder's record in the performance of any contracts for similar services or products in which the bidder may have entered with other public bodies; and the College specifically, and expressly reserves the right to reject the bid of such bidder if the record discloses that such bidder, in the opinion of the College, has not properly performed such contracts or has habitually and without just cause neglected the payment of bills or has otherwise disregarded its obligations to employees or the public it serves. The College may make such investigation as it deems necessary in determining the ability of the bidder to comply with the terms of the contract and the bidder shall furnish the College all information for this purpose as the College may request.
- 5) Conditional bids will not be accepted.
- 6) **INDEPENDENT CONTRACTOR** The Contractor is an independent contractor and not an officer, employee, servant, or agent of Dutchess Community College. The Contractor and its employees shall not be entitled to any compensation, rights, or benefits available to College employees. The Contractor remains solely responsible for the direction and compensation of its employees and for all applicable employment taxes, insurance, workers' compensation, and unemployment-insurance obligations.
- 7) **ASSIGNABILITY OF CONTRACT:** The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or of any part

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thereof, or any payment to become due thereunder, or of its right, title or interest therein or its power to execute such contract to any other person or corporation without the previous consent in writing of the College. If the Contractor fails to comply with this clause, the College may immediately declare breach of contract.

- 8) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations governing the performance of this Contract. Such compliance shall include, but not be limited to, the New York State Labor Law, New York General Municipal Law, Workers' Compensation Law, immigration and employment eligibility laws, applicable health and safety regulations, and all statutes and regulations governing the licensing, and registration. All such laws, rules, regulations, and amendments thereto shall apply with the same force and effect as if fully set forth herein.
- 9) Dutchess Community College is an equal opportunity employer and expects Vendor/Contractor to comply with Federal and State Anti-Discrimination Laws.
- 10) It is the policy of the State University of New York to take affirmative action to ensure that minority business enterprises are given the opportunity to demonstrate its ability to provide the University with goods and services at competitive prices.
- 11) The College reserves the right to obtain services from another source when necessary because of warranty requirements, emergencies, Contractor default or unavailability, specialized work outside the Contract scope, legal requirements, or a separately procured construction or modernization project. Work performed by another contractor shall not automatically void or reduce the awarded Contractor's obligations under this Contract.
- 12) Recurring maintenance services shall be invoiced monthly in arrears. Separately authorized work shall be invoiced following satisfactory completion and College acceptance unless progress billing is expressly authorized by the applicable Purchase Order. All invoices and payments are subject to the invoicing, certified-payroll, documentation, and acceptance requirements established in Attachment 1 and applicable New York State prompt-payment requirements.
- 13) Dutchess Community College is established under authority of the State of New York and is entitled to exemption from New York State, Federal and Local taxes.
- 14) **PUBLIC WORKS and PREVAILING WAGE:** This Contract includes public work subject to Article 8 of the New York State Labor Law. The Contractor and all subcontractors shall comply with applicable prevailing-wage, supplement, certified-payroll, posting, recordkeeping, registration, and reporting requirements. Each bidder must submit a valid New York State Department of Labor Certificate of Registration with its bid. The

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applicable prevailing-wage schedule, **PRC No. 2026028523**, is incorporated into this RFB and any resulting Contract.

- 15) This Contract is not eligible for use as a piggyback contract under General Municipal Law §103(16) because that authority does not extend to public-work contracts.

C. PROCUREMENT & CONTRACT REQUIREMENTS

INTRODUCTION & PROCUREMENT OVERVIEW

Dutchess Community College (“College” or “DCC”) invites sealed bids from qualified vertical transportation contractors to provide comprehensive preventive maintenance, testing, callback service, emergency service, and repair services for the College’s elevators, lifts, and other vertical transportation equipment.

The College intends to establish a maintenance and repair program that promotes safe and reliable operation, regulatory compliance, preventive care, timely response, accurate service records, and clear cost responsibility. The equipment and assigned maintenance coverage are identified in Attachment 1. The fixed monthly price shall include the services and covered repairs specified therein; expressly excluded repairs shall be separately authorized and priced using the Contract’s labor and material-pricing provisions.

The Contractor shall perform required preventive maintenance and testing, including coordination with the independent qualified elevator inspection agency or other third-party inspector retained separately by the College. Unless expressly stated otherwise, independent inspection, witnessing, or certification services are not included in the Contractor’s scope.

The Contract may also be used for separately authorized repairs, component replacements, limited upgrades, and equipment overhauls that are not included within the fixed maintenance price. Such work shall be quoted and authorized in accordance with the labor rates, material pricing, and approval procedures established by the Contract. No additional work shall commence without written College authorization and a valid purchase order or other written authorization expressly permitted by the Contract.

New vertical transportation equipment installed during the Contract term may be added to the maintenance program after expiration of the equipment’s installation warranty and included maintenance period. Any addition shall be made by written amendment at pricing determined in accordance with the Contract’s added-equipment provisions.

New elevator installations and major modernization or replacement projects are not included in the base scope of this RFB. The College reserves the right to procure such

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projects separately or as part of a larger construction contract when determined to be in the College's best interest.

Award, if made, will be made to the lowest responsive and responsible bidder based upon the Total Evaluated Bid Price calculated in Attachment 3. Estimated quantities, labor hours, allowances, or hypothetical repair scenarios used in calculating the Total Evaluated Bid Price are provided solely for uniform bid comparison and do not represent guaranteed quantities or expenditures.

The successful bidder will serve as the College's primary contractor for the maintenance and services covered by the Contract. The College nevertheless reserves the right to obtain services from another source when necessary because of warranty requirements, emergencies, Contractor default or unavailability, specialized work outside the Contract scope, legal requirements, or a separately procured construction or modernization project.

INSURANCE REQUIREMENTS

The Contractor shall procure and maintain, at its sole cost and expense, the following insurance throughout the Contract term. Coverage shall be issued by insurers authorized to do business in New York State and having an A.M. Best rating of A- VII or better.

Coverage shall be maintained with limits not less than the following:

Coverage Type	Minimum Limits
Workers' Compensation	Statutory Requirements of the State of New York
Employer's Liability	\$1,000,000 Each Accident; \$1,000,000 Disease – Each Employee; \$1,000,000 Disease – Policy Limit
Commercial General Liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate
Commercial Automobile Liability	\$1,000,000 combined single limit
Umbrella/Excess Liability	\$2,000,000 per occurrence and aggregate
Contractors Pollution Liability	\$1,000,000 per pollution condition; \$2,000,000 aggregate

Additional Insurance Requirements

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1. Commercial General Liability coverage shall be written on an occurrence basis and include bodily injury, property damage, personal and advertising injury, contractual liability, independent contractors, and products/completed operations.
2. Commercial Automobile Liability shall cover owned, hired, and non-owned vehicles used in connection with the Contract.
3. Umbrella or Excess Liability coverage shall apply on a follow-form basis over the Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies.
4. Contractors Pollution Liability shall cover, as applicable, spills, releases, cleanup costs, transportation, and disposal arising from hydraulic oil, lubricants, cleaning agents, batteries, regulated materials, or other substances handled in performing the Contract.
5. Liability policies shall not contain exclusions that would eliminate coverage for the work contemplated by this Contract, including exclusions for:
 - a. Elevator, lift, hoist, or vertical transportation work;
 - b. Work in shafts or at elevations;
 - c. Contractual liability assumed under the Contract;
 - d. Employee injury or action-over claims; or
 - e. Claims arising under New York Labor Law §§200, 240, or 241.
6. Dutchess Community College, the State University of New York, the County of Dutchess, and their respective trustees, officers, employees, and agents shall be included as Additional Insureds on the Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies. Additional-insured coverage shall apply to ongoing and completed operations and shall be primary and non-contributory.
7. The Contractor's insurance shall be primary to any College policies.
8. The Contractor shall provide a Waiver of Subrogation in favor of Dutchess Community College, the State University of New York, and the County of Dutchess on all policies where permitted by law.
9. Certificates of Insurance evidencing the required coverage shall be provided prior to commencement of services and upon any policy renewal, during the Contract term.
10. The Contractor shall endeavor to provide the College with not less than thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage, except that ten (10) days' notice shall apply for cancellation due to non-payment of premium, to the extent such notice is provided by the insurer.

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11. Any deductibles or self-insured retentions in excess of \$25,000 must be disclosed to and approved by the College prior to commencement of services.
 - a. The Contractor shall remain solely responsible for payment of all deductibles and self-insured retentions applicable to the required insurance coverage.
12. Failure to maintain the required insurance coverage throughout the term of the Contract may constitute grounds for termination of the Contract.
13. The availability or limits of insurance coverage shall not limit the Contractor's liability or obligations under the Contract.
14. Certificates of Insurance shall be addressed to:

Dutchess Community College
Office of Purchasing
53 Pendell Road
Bowne Hall Room 205
Poughkeepsie, NY 12601

INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless Dutchess Community College, the State University of New York, the County of Dutchess, and their respective trustees, officers, employees, and agents ("Indemnified Parties") from and against third-party claims, demands, causes of action, liabilities,

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damages, losses, judgments, penalties, fines, costs, and reasonable attorneys' fees, to the extent caused by or resulting from:

- The negligent acts or omissions, recklessness, or willful misconduct of the Contractor or its employees, agents, subcontractors, suppliers, or anyone directly or indirectly employed by or acting on behalf of the Contractor;
- Bodily injury, sickness, disease, or death arising from the Contractor's performance of the Contract;
- Damage to or loss of tangible property arising from the Contractor's performance of the Contract;
- The Contractor's breach of its obligations under the Contract;
- The Contractor's violation of applicable law, including prevailing-wage, certified-payroll, employment, licensing, environmental, and workplace-safety requirements; or
- Claims by the Contractor's employees, subcontractors, laborers, suppliers, or other persons or entities furnishing labor, services, equipment, or materials on the Contractor's behalf.

The Contractor's obligations shall apply to claims made by its employees and the employees of its subcontractors to the fullest extent permitted by law and shall not be limited by workers' compensation benefits or the limits of required insurance.

Nothing in this provision requires the Contractor to indemnify an Indemnified Party for that Indemnified Party's own negligence. When a loss is caused by the concurrent fault of the Contractor and an Indemnified Party, the Contractor's indemnification obligation shall apply only to the extent attributable to the Contractor or persons for whom the Contractor is responsible.

Upon receiving notice of a covered claim, the Contractor shall assume the defense using counsel reasonably acceptable to the College. The Contractor shall not settle a claim in a manner that imposes liability, admission, payment, or continuing obligation upon an Indemnified Party without that party's prior written consent.

These obligations are independent of, and shall not be limited by, the insurance requirements of the Contract. They shall survive expiration, termination, or completion of the Contract.

TERM OF CONTRACT

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Initial Term

The Contract shall have an initial term of three (3) years, commencing on the date specified in the Notice to Proceed or other written authorization issued by the College. The Contractor shall not begin work until all required approvals have been obtained and the College has issued a purchase order or other written authorization to proceed.

Extension Options

The College, at its sole option, may extend the Contract for up to three (3) additional one-year periods, for a maximum potential Contract term of six (6) years. Each extension may be exercised separately and shall be subject to satisfactory Contractor performance, continued College need, availability of funds, pricing adjustments permitted under the Contract, and any required College and Board approvals.

The Contractor shall have no right or entitlement to an extension. No extension shall be automatic. An extension shall be effective only when authorized in writing by a duly authorized representative of the College before expiration of the then-current Contract term. Continued performance, communications between the parties, or the issuance of payments shall not constitute an extension or renewal of the Contract.

Pricing During the Contract Term

Pricing during the initial term and any extension period shall be governed exclusively by the pricing and escalation provisions established in the RFB and the Contractor's accepted bid. The Contractor may not condition an extension upon acceptance of different pricing, terms, or conditions except through a written amendment expressly approved by an authorized representative of the College.

The addition or removal of equipment from the Contract shall not restart, extend, or otherwise alter the Contract term. Pricing for added or removed equipment shall be determined in accordance with the applicable provisions of the Contract.

Annual Appropriation and Availability of Funds

All obligations of the College under the Contract, including obligations arising during the initial three-year term and any extension period, are contingent upon the appropriation and continued availability of sufficient funds for the applicable fiscal year.

If sufficient funds are not appropriated, allocated, or otherwise lawfully available to continue the Contract, the College may reduce the scope of services or terminate the Contract, in whole or in part, without penalty or further liability, upon written notice to the

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Contractor. The College will provide notice as soon as reasonably practicable after determining that sufficient funds are not available.

In the event of termination or reduction due to non-appropriation, the College shall be responsible only for payment for properly performed and accepted services, and authorized materials provided, through the effective date of the termination or reduction. The Contractor shall not be entitled to accelerated payments, anticipated profits, unabsorbed overhead, termination charges, cancellation fees, consequential damages, or payment for services not performed.

A termination or reduction under this provision shall not constitute a default or breach of Contract by the College.

Other College Rights Preserved

The College's rights under this section are in addition to, and do not limit, any termination-for-convenience, termination-for-cause, suspension, or other rights provided elsewhere in the Contract.

Limited Holdover Period

To prevent an interruption in essential vertical transportation maintenance, repair, testing, and emergency-response services, the College may contract with the Contractor to continue performing services following expiration of the then-current Contract term for a holdover period not exceeding one hundred eighty (180) days.

A holdover may be exercised solely upon written notice from an authorized representative of the College and may be used to address administrative or approval delays, complete the execution of an extension, complete a replacement procurement, transition services to another contractor, or otherwise prevent a lapse in essential services.

During a holdover period, the Contractor shall continue to perform all required services under the same terms and conditions of the Contract. Pricing during the holdover shall remain at the rates in effect immediately before expiration, except that any adjustment that would otherwise have become effective under the Contract's established pricing-adjustment provisions may be applied. No other price increase, surcharge, mobilization charge, or change in terms shall be permitted.

If done in conjunction with an extension, any holdover period immediately preceding that extension shall be included within, and not added to, the applicable one-year extension period. The extension period shall be measured from the expiration date of the preceding Contract term.

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The College may terminate a holdover at any time upon written notice to the Contractor. The Contractor shall be paid only for services properly performed and accepted, and authorized materials provided, through the effective date of termination.

Exclusive Contract; Limited Exceptions

The Contractor shall be the College's exclusive provider of recurring maintenance, testing, callback, emergency-response, and covered repair services for the equipment included in this Contract.

For separately authorized repairs or additional work within the awarded scope, the College intends to use the Contractor when the Contractor is qualified and capable of performing the work, the work may lawfully be procured under this Contract, and the Contractor provides fair and reasonable pricing consistent with the Contract. The Contractor shall ordinarily be given the first opportunity to inspect and quote such work.

The College may use another source when the work is outside the awarded scope, applicable procurement requirements require separate competition, the Contractor declines or is unable to perform the work, timely performance cannot be provided, pricing is not fair and reasonable, the work is covered by another warranty or construction contract, specialized services are required, an emergency or Contractor default exists, or another documented operational reason reasonably requires the use of another source.

Use of another source under these circumstances shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations for unaffected equipment or services. Nothing in this section guarantees any minimum quantity or dollar amount of additional work.

WORK PERFORMED BY OTHERS

The College may elect to require the contractor that performed the work to correct the condition, authorize the awarded Contractor to perform corrective work pursuant to an approved quotation, obtain correction from another qualified contractor, or take such other action as the College determines appropriate.

Work performed by another contractor shall not automatically void the Contract's maintenance coverage, warranty obligations, or service requirements. Any temporary exclusion asserted by the Contractor must:

- a. Be supported by the required written documentation;
- b. Be limited to the component or condition directly affected by the other contractor's work;

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- c. Not excuse maintenance or service obligations unrelated to that condition; and
- d. Terminate when the condition has been corrected and, when reasonably required, verified by the College, its independent inspection agency, or the authority having jurisdiction.

The Contractor shall cooperate with the College, its independent inspection agency, and other authorized contractors. The Contractor shall not obstruct access, withhold necessary equipment information, or condition continued service upon the College's exclusive use of the Contractor for work outside the awarded scope.

PURCHASE ORDER / AUTHORIZATION TO PROCEED

No work may commence unless the College has issued a valid Purchase Order authorizing the specific work. Contract execution, selection notice, discussions, meetings, emails, requests for estimates, draft scopes, verbal direction, project planning, or other communications do not independently authorize performance.

The Contractor assumes the risk of nonpayment for work performed without a valid Purchase Order or other written authorization expressly permitted by the College's Purchasing Agent.

A Purchase Order issued for recurring preventive maintenance, inspections, testing, covered service calls, emergency response, and other services included in the fixed Contract price shall authorize the Contractor to perform those services for the equipment, locations, and period identified in the Purchase Order. A separate Purchase Order shall not be required for each regularly scheduled visit, covered callback, or other service already included within the scope and value of the applicable Purchase Order.

FUTURE PROJECT AUTHORIZATION

During the Contract term, the College may request quotations for additional work reasonably related to the awarded scope. All additional work shall remain subject to applicable procurement law, procurement thresholds, College policy, and bonding requirements and may require a separate solicitation. For each requested project that may lawfully be ordered under this Contract, the Contractor shall provide a written quotation identifying the scope, schedule, proposed labor classifications and hours, materials, third-party costs, and total not-to-exceed price.

The College may negotiate the project bid, including scope, staffing, schedule, and pricing. Contract labor rates and approved markups are maximum charges; the Contractor may bid lower rates, discounted pricing, fixed project pricing, or other savings for an individual

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project. No project is authorized until accepted by the College and supported by a valid Purchase Order.

INCORPORATION OF RFB REQUIREMENTS

This RFB, including all attachments, addenda, requirements, specifications, and conditions, shall be deemed incorporated into and made part of any resulting Contract or agreement as though fully set forth therein, regardless of whether specifically referenced in the executed agreement.

The Vendor's submitted bid, pricing, representations, certifications, and agreed-upon clarifications accepted by the College shall likewise be deemed incorporated into the resulting Contract to the extent consistent with the requirements of this RFB and applicable law.

Nothing contained in any Vendor-provided agreement, service agreement, subscription agreement, online terms, or related document shall be construed to waive, supersede, or diminish the requirements of this RFB except through a written amendment or negotiated provision expressly approved in accordance with applicable College authority and governance requirements.

The requirements, specifications, terms, and conditions of this RFB shall control the resulting Contract. No Contractor document shall supersede, modify, diminish, or replace any RFB requirement merely because the Contractor's document:

- Is submitted with or after the bid;
- Is attached to a quotation, proposal, acknowledgment, invoice, service ticket, work order, or other document;
- Is signed, initialed, received, or processed by a College employee;
- States that it controls over other documents;
- Contains an integration, merger, order-of-precedence, or similar clause;
- Is incorporated by reference or made available through a website, hyperlink, portal, click-through process, or other electronic means; or
- Is issued or updated after Contract award.

The College's failure to object to a Contractor term shall not constitute acceptance of that term. As the initiating solicitation document, the terms and conditions of this solicitation prevail without expressed written agreement by the College.

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CONFLICTING TERMS AND CONDITIONS

The requirements, terms, and conditions of this RFB and any resulting Contract shall control and supersede any conflicting or inconsistent Vendor terms, notwithstanding any provision in a Vendor document purporting to establish a different order of precedence or to supersede, replace, modify, or disclaim the RFB or Contract. This applies to Vendor terms contained in any bid, quote, statement of work, invoice, service agreement, order form, online terms of service, click-through agreement, hosted-platform terms, or other document or communication.

Any Vendor term that conflicts with applicable law, New York General Municipal Law, annual appropriation requirements, required Board approvals, public policy applicable to New York public entities, or the requirements of this RFB or resulting Contract shall be void and unenforceable to the extent of the conflict.

Use of a Vendor's systems, execution of a Vendor-provided document, acceptance of services, payment of an invoice, or any course of conduct shall not constitute acceptance of additional or conflicting Vendor terms. Any deviation must be specifically identified and expressly approved through a written amendment or agreement executed in accordance with applicable College authority and governance requirements. General, advance, or implied acceptance of subsequently presented Vendor terms is not permitted.

HIGH-LEVEL SCOPE OF SERVICES

The Contractor shall provide comprehensive vertical transportation maintenance and related services for the elevators, lifts, and associated equipment identified in the Contract Documents. The purpose of the Contract is to maintain the covered equipment in a safe, reliable, code-compliant, and serviceable condition; minimize equipment downtime; extend useful equipment life; and provide timely response to service interruptions, entrapments, and unsafe conditions.

The required services shall include, as further described in Attachment 1:

- Scheduled preventive maintenance, examination, cleaning, lubrication, adjustment, and testing;
- Diagnosis of equipment malfunctions and deficiencies, with corrective work performed in accordance with Attachment 1's coverage and authorization requirements;

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- Repair and replacement of covered parts and components within the fixed monthly price, and separately authorized repair and replacement of excluded components, as specified in Attachment 1 and its Equipment Coverage Schedule;
- Routine and emergency service calls, callbacks, shutdown response, and passenger-entrapment response;
- Performance of required periodic tests and coordination with the College, the College's independent inspection provider, and applicable authorities having jurisdiction;
- Correction of deficiencies attributable to the Contractor's maintenance responsibilities;
- Maintenance of service records, maintenance-control documentation, callback records, testing records, repair histories, and other required reports;
- Technical support, recommendations, and condition assessments concerning the covered equipment; and
- All labor, supervision, transportation, tools, diagnostic equipment, ordinary consumables, lubricants, materials, parts, and other resources required to provide the services included within the Contract price.

The Contractor shall provide qualified personnel capable of servicing the various manufacturers, models, control systems, and equipment types included in the College's inventory. The Contractor shall maintain sufficient staffing, technical capability, parts access, and emergency-response capacity to perform the Contract throughout its term. The Contractor shall not condition service upon the College purchasing proprietary upgrades, replacement equipment, software, or other products not expressly required by the Contract.

The College may also request quotations for repairs, alterations, code-required upgrades, overhauls, modernization, replacement, consultation, or other vertical transportation work not included within the fixed maintenance price. Such work is not guaranteed and shall be performed only after the College issues the Purchase Order required by this Contract.

The specific equipment covered, minimum service requirements, included and excluded work, response times, testing responsibilities, documentation requirements, and procedures for additional work are established in Attachment 1 and the remaining Contract Documents.

RECORDS, WORK PRODUCT, DATA, AND INTELLECTUAL PROPERTY

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All College-provided records, drawings, manuals, keys, credentials, equipment information, and other College property shall remain the property of the College.

The Contractor shall maintain complete records of maintenance, service calls, testing, repairs, deficiencies, and work performed. Required records shall be provided to the College upon request and upon expiration or termination of the Contract in a reasonably usable format.

The Contractor retains ownership of its preexisting proprietary tools, software, and methods but shall not withhold equipment-specific records, configurations, access information, or documentation reasonably necessary for the continued operation, inspection, maintenance, or servicing of College equipment. The Contractor shall not install any proprietary access restriction or continuing subscription requirement without the College's prior written approval and issuance of any required Purchase Order.

PUBLIC RECORDS / FREEDOM OF INFORMATION LAW (FOIL)

Dutchess Community College is subject to the New York State Freedom of Information Law ("FOIL"), Article 6 of the Public Officers Law. All bids and materials submitted in response to this RFB shall become the property of the College and may constitute public records subject to disclosure under FOIL.

If a Bidder believes that any portion of its bid contains trade secrets, proprietary information, or other information exempt from disclosure under FOIL, the Bidder must:

- Clearly and specifically identify each page or portion of the bid claimed to be exempt;
- Mark each such page "CONFIDENTIAL – FOIL EXEMPT"; and
- Cite the specific statutory exemption under FOIL (e.g., Public Officers Law §87(2)(d)) that the Bidder believes applies, together with a brief written explanation supporting the claimed exemption.
- Blanket statements that a bid is confidential, or that a bid contains proprietary information, will not be sufficient.

The College shall make the final determination regarding the applicability of any claimed FOIL exemption. Identification by the Bidder of information as confidential or exempt does not guarantee that such information will be withheld from disclosure.

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BID SUBMISSION REQUIREMENTS

Hard-copy bids must be received by the College before the bid deadline at:

Dutchess Community College
Office of Purchasing
Bowne Hall, Room 205
53 Pendell Road
Poughkeepsie, New York 12601

A hard-copy submission shall include:

- One signed paper original of the complete bid; and
- One USB drive containing a complete electronic copy of the bid.

The signed paper original and USB drive shall be submitted together in a sealed package clearly marked with the RFB number, RFB title, bidder's name, and bid deadline. The files on the USB drive must be identical to the signed paper bid. If a discrepancy exists between the paper original and USB copy, the signed paper original shall control.

Hard-copy bids must be physically received at the address above before the deadline. Postmarks, shipment dates, and delivery receipts showing delivery to another College location do not establish timely receipt. Bidders are responsible for selecting a delivery method that ensures timely receipt by the Office of Purchasing.

Bids submitted by email or facsimile will not be accepted.

Bid Submission Checklist

Each bid shall include:

- Completed Submission Cover Sheet, including acknowledgment of all addenda;
- Completed Pricing Sheet;
- Current NYS elevator-contractor license;
- Current NYSDOL public-work contractor-registration certificate;
- Completed Certificate of Non-Collusion;
- Corporate Resolution, if applicable;
- Completed Iran Divestment Act certification;
- Completed Sexual Harassment Prevention certification; and
- Completed References form.

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Pricing Submission

Bidders shall complete and sign the Pricing Bid Form included with this RFB and include it in both the signed paper original and the electronic copy provided on the USB drive.

Bidders shall not alter the pricing categories, units, quantities, or format established by the College. Bids shall conform to the coverage and exclusions specified in this RFB. Any request to modify those requirements must be submitted before the question deadline and shall be effective only if incorporated by College-issued addendum. Material exceptions or conditions in a bid may render it nonresponsive.

Modification or Withdrawal

A bidder may modify or withdraw its bid before the submission deadline in accordance with the applicable submission method. Any replacement bid must be complete and received before the deadline.

Security and Opening of Bids

Bids shall be evaluated in accordance with the procedures and criteria established in this RFB. Bid records shall be maintained and disclosed in accordance with applicable law, including the New York Freedom of Information Law.

EVALUATION & AWARD

Bids will be reviewed for responsiveness, bidder responsibility, and price. Technical qualifications are mandatory requirements and will not be separately scored.

A responsive bid must comply with the material requirements of this RFB, include all required pricing, forms, and certifications, and contain no material exception or condition affecting price, scope, performance, or the College's rights.

In determining bidder responsibility, the College may consider the bidder's experience, licensing, staffing, technical capability, financial and operational capacity, safety record, references, past performance, legal compliance, and ability to perform the Contract. The College may request clarifying or supplemental responsibility information, but no bidder may materially alter its bid after opening.

The College intends to make a single award to the lowest responsive and responsible bidder based upon the Total Evaluated Bid Price calculated in accordance with the Pricing Sheet, subject to all required College and Board approvals. Estimated quantities or

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evaluation amounts used to calculate that price are for bid-evaluation purposes only and do not guarantee any quantity of work or expenditure.

Minimum Experience

The Bidder shall have at least three (3) years of documented experience providing full-service elevator maintenance, testing, callback, and repair services for multi-unit commercial, governmental, educational, or institutional facilities containing hydraulic and traction equipment. Experience of a predecessor entity under substantially the same ownership and management may be considered. The Bidder shall provide the references required by Attachment 8.

The College reserves the right to reject any or all bids, waive nonmaterial irregularities, investigate bidder responsibility, and take any other action permitted by law and this RFB. If the apparent low bidder is determined to be nonresponsive or nonresponsible, the College may consider the next lowest responsive and responsible bidder.

Criteria	Weight
Bid Responsiveness	Pass/Fail
Required licenses, registrations, and minimum experience	Pass/Fail
Bidder responsibility and past performance	Pass/Fail
Required forms and certifications,	Pass/Fail
Total Evaluated Bid Price	Lowest price determines ranking
Final award	Subject to Board approval

RESERVATION OF RIGHTS

To the extent permitted by law, the College reserves the right to amend or cancel this RFB before award; reject any or all bids; waive minor, nonmaterial irregularities; request

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clarification or supplemental bidder-responsibility information that does not materially alter a bid; investigate bidder qualifications and responsibility; and rebid the Contract when determined appropriate.

Nothing in this section permits a bidder to modify its price, scope, or other material bid terms after bid opening or authorizes the College to make an award contrary to General Municipal Law §103.

SOLICITATION AND CONTRACT DOCUMENTS

The Solicitation Documents consist of this RFB, its detailed scope, specifications, pricing sheets, forms, attachments, exhibits, and all addenda issued by the College.

Bidders are responsible for reviewing and complying with all Solicitation Documents before submitting a bid.

The documents forming the resulting Contract and their order of precedence shall be governed by the Incorporation and Conflicting Terms provisions of this RFB

QUESTIONS AND CLARIFICATIONS

All questions and requests for clarification shall be submitted through BidNet no later than October 15, 2026 at 12:00 P.M. Eastern Time. Responses affecting bid preparation, interpretation, or requirements will be issued through BidNet by written addendum.

Bidders shall not rely upon oral statements, informal communications, or information received from any source other than the College's Purchasing Department. Only a written addendum issued by the College may modify this RFB.

Bidders shall promptly report any apparent ambiguity, conflict, omission, or error in the Solicitation Documents. Reporting an issue after the question deadline does not require the College to extend the deadline or issue an addendum.