



STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242



ADDENDUM NO. 3 TO PROJECT NO. 44866

**ELEVATOR WORK AND ELECTRIC WORK
REHABILITATE ELEVATORS
FORENSIC SIDE, BUILDING 39
CENTRAL NEW YORK PSYCHIATRIC CENTER
RIVER ROAD
MARCY, NY**

April 17, 2015

NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual.
Acknowledge receipt of this Addendum in the space provided on the Bid Form.

BIDDING REQUIREMENTS

1. DOCUMENT 004166 Bid Form (Elevator Work Contract Only): Discard 004166 Bid Form bound in the Project Manual and in Addendum #1, and use attached Bid Form noted "Revised 4/17/15"

ELEVATOR WORK SPECIFICATIONS

2. Page 140120 – 9, subparagraph 3.08 J 1: Change "Rebuild" to read "New"
3. Page 142821 – 2, Paragraph 2.01 A: Add the following subparagraph:
"5. Remove existing frame guards and replace upon completion."
4. Page 142821 – 2, subparagraph 2.01 E 8: Change "Finish: Face and edge doors with stainless steel." to read "Painting: Spray system. Finish with one coat primer and two coats of latex enamel, color to match hoistway frames."

GENERAL REQUIREMENTS

5. DOCUMENT 012100 Allowances: 1.02. The correct Allowances are:

Elevator Work Contract: \$43,200.

Electrical Work Contract: \$3,800.

END OF ADDENDUM

Margaret F. Larkin
Executive Director

DETACH AND USE THIS FORM

BID FORM FOR: 44866-U

**ELEVATOR WORK
REHABILITATE ELEVATORS, FORENSIC SIDE
BUILDING 39
CENTRAL NEW YORK PSYCHIATRIC CENTER
RIVER ROAD
MARCY, NY**

State of New York
Office of General Services
Design and Construction Group
Division of Contract Administration
35th Floor, Corning Tower
The Gov. Nelson A. Rockefeller
Empire State Plaza
Albany, NY 12242

THIS IS A 4 PAGE BID FORM. ALL PAGES MUST BE COMPLETED.

THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS. EACH BID FORM SHALL BE ACCOMPANIED BY BID SECURITY (AS DESCRIBED IN THE INSTRUCTIONS TO BIDDERS) IN THE AMOUNT STATED IN THE ADVERTISEMENT FOR BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goal for Minority and Women-Owned Business Enterprise participation set forth in the Supplementary Conditions.

The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall become the property of the State if this bid is accepted by the State and he/she does not submit executed copies of the Agreement within 10 days of receipt of a written request. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her 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.

(4) This contract shall not cause or result in a violation of Section 73(4) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall sell any goods or services having a value in excess of twenty-five dollars to any state agency unless pursuant to an award or contract let after public notice and competitive bidding."

(5) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties."

(6) The bidder recognizes New York State Finance Law §139-j and §139-k and understands and agrees to comply with all of its requirements and procedures.

(7) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

(8) Will New York State Business be used in the performance of this contract: _____ (refer to Document 007324).
_____ Yes _____ No

Addenda to the Contract Documents are available at:
<https://online.ogs.ny.gov/dnc/contractorConsultant/esb/ESBPlansAvailableIndex.asp>.

The Undersigned acknowledges receipt and review of all Addenda to the Contract Documents on the above website, listed by number in the space below:

The Undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the following amount:

ITEMS 1, 2,3,4,5 & 6 (See Document 002214 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - TOTAL BID)

Item 1: Furnish, coordinate and install in accordance with the Contract Documents and provide standard one-year warranty:

- a. All Item 1 Work except Allowance(s) \$ _____
 - b. Allowance (as described in Section 012100) \$ 43,200.00
- Total Item 1 Amount (Sum of a. & b.)** \$ _____

Item 2: Provide interim maintenance/repair for existing Passenger Elevators Nos. 4 not under construction starting approximately 12 weeks after the Agreement is approved by the Comptroller and extending through acceptance of Elevator No. 3. Provide a per elevator, per month cost and compute total Item 2 amount for full service maintenance in accordance with the Warranty/Maintenance Agreement, Section 008091.

Item 2 Amount (Per Elevator, Per Month \$ _____ x 1 Elevator x 6 Months) \$ _____

Item 3: Provide a monthly cost and compute Item 3 amount for preventive maintenance contract services, in accordance with the Warranty/Maintenance Agreement, Section 008091 for a one-year period, which are not covered by the standard one-year warranty.

Item 3 Amount (Per Elevator, Per Month \$ _____ x 2 Elevator x 12 Months) \$ _____

Item 4: Provide an monthly cost and compute total Item 4 amount for Full Service Warranty Maintenance Service, in accordance with the Warranty/Maintenance Agreement, Section 008091, commencing on the second year.

Elevator #4

- a. February 1, 2017 – July 31, 2017 **Per Month \$** _____ **x 6 Months \$** _____
- b. August 1, 2017 – July 31, 2018 **Per Month \$** _____ **x 12 Months \$** _____
- c. August 1, 2018– July 31, 2019 **Per Month \$** _____ **x 12 Months \$** _____
- d. August 1, 2019 – July 31, 2020 **Per Month \$** _____ **x 12 Months \$** _____

Elevator #3

- e. August 1, 2017 – July 31, 2018 **Per Month \$** _____ **x 12 Months \$** _____
- f. August 1, 2018 – July 31, 2019 **Per Month \$** _____ **x 12 Months \$** _____
- g. August 1, 2019 – July 31, 2020 **Per Month \$** _____ **x 12 Months \$** _____

Item 4 Amount (Sum of a. & b. & c. & d. & e. & f. & g.) \$ _____

Item 5: Provide hourly rates for labor and repairs not covered by the Warranty/Maintenance Agreement and compute team rate and the total annual amount. With respect to labor and material for repairs not covered under the full maintenance warranty service (including emergency service), the labor rates below apply. The hours indicated below are estimates only; payment will be made on actual number of hours performed and materials used. For emergency service, CONTRACTOR is expected to respond within two hours of notification. The CONTRACTOR shall provide 24 hour notification contacts. **Material markup will be fixed at 10%.** Shipping costs are not to be included in the material markup. There is no reimbursement for travel time and/or travel expenses including mileage and fuel costs.

- a. Material Allowance \$3,000 per year x 5 years **\$ \$15,000.00**
- b. Hourly Rate for Mechanic (as portion of team rate) \$ _____
- c. Hourly Rate for Helper (as portion of team rate) \$ _____
- d. Hourly Rate for Team (Sum of b. & c.) \$ _____
- e. Multiply Team Rate \$ _____ per hour (d. above)
x 30 hours per year x 5 years to determine labor Lump Sum Amount \$ _____

Item 5 Amount (Sum of 5a. & 5e.) \$ _____

Item 6: Total Bid Amount (Sum of Items 1, 2, 3, 4, & 5) \$ _____

The term of this service warranty /maintenance contract will end July 31, 2020.

The selected low bidder will enter into a contract with the Office of General Services Design and Construction Group for Item 1, and the selected low bidder will enter into a contract with the Office of Mental Health for Items 2, 3, 4, and 5. All contracts will be mailed to the successful contractor simultaneously and the successful contractor's execution of all contracts which collectively cover all of Items 1, 2, 3, 4, and 5 shall be a condition precedent to the State's contract award for any item.

Note: Bid submitted must include a value for each Item amount listed on the Bid Form. Failure to do so will result in rejection of the Bid.

SIGN BID HERE _____

Authorized Signature

PRINT NAME _____

TITLE _____

OFFICIAL
COMPANY NAME _____

MAILING ADDRESS _____
Street

City State Zip Code

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____