



Addendum 2

October 31, 2022

SUCF 081058-00 Upgrade Elevators - Campus Wide at SUNY New Paltz, 1 Hawk Dr.
New Paltz, NY 12561

Prepared for the "State University Construction Fund"

Prepared by MDSzerbaty Associates 307 Seventh Avenue, Suite 1501, New York, NY 10001 and
IAQ Systems Inc., 555 Eighth Avenue, Suite 1502, New York, NY 10018

The following additions, deletions, and/or changes or clarifications to the drawings, specifications, and bidding documents for this project, shall become and are hereby made part of the Contract Documents. They change the original documents only in the manner and to the extent stated. Each bidder shall acknowledge receipt of this Addendum in the appropriate location on the bid proposal form.

This addendum consists of three (3) pages, Clarifications, and four (4) attachments.



A handwritten signature in blue ink, reading "Michael D. Szerbaty".



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Revisions to the Specifications:

1. Specification Section 00 21 13 20 Information for Bidders Replace this section in its entirety with attachment 1, labeled Addendum #2, dated Oct 31, 2022.

2. Specification Section 00 42 13 Proposal
Replace this section in its entirety with attachment 2, labeled Addendum #2, dated Oct 31, 2022.

3. Specification Section 09 68 13 Tile Carpeting
Add attachment 3, labeled Addendum #2, dated Oct 31, 2022.



Clarifications

For general inquiries and RFIs, send an email to
Tomoko Sawamura, MDSzerbatyAssociatesArchitectureLLC
tsawamura@mdsnyc.com



Attachment 1

Specification Section 00 21 13 20 Information for Bidders

STATE UNIVERSITY CONSTRUCTION FUND INFORMATION FOR BIDDERS

Section 1 Definitions

All definitions set forth in the Agreement are applicable to the Notice to Bidders, Information for Bidders and the Proposal, all of which documents are hereinafter referred to as the Bidding Documents.

Section 2 Issuance of Bidding and Contract Documents

Drawings and Specifications will be issued by the Consultant upon request after payment of the deposit specified in the Notice to Bidders.

Section 3 Proposals

- (1) Proposals must be submitted in duplicate on the forms provided by the Fund. They shall be addressed to the Fund in a sealed envelope, provided by the Fund, marked with the name and address of the bidder, the title of the Project and the Project number. The Fund accepts no responsibility for Proposals that may be delivered by any courier or other messenger service that does not contain all of the above-noted information on the outside of a sealed envelope. Facsimile or email copies of the Proposal will not be accepted by the Fund.
- (2) All blank spaces in the Proposal must be filled in and, except as otherwise expressly provided in the Bidding Documents; no change is to be made in the phraseology of the Proposal or in the items mentioned therein.
- (3) Proposals that are illegible or that contains omissions, alterations, additions or items not called for in the Bidding Documents may be rejected as informal. In the event any bidder modifies, limits or restricts all or any part of its Proposal in a manner other than that expressly provided for in the Bidding Documents, its Proposal may be rejected as informal.
- (4) Any Proposal may be considered informal which does not contain prices in words and figures in all of the spaces provided or which is not accompanied by a bid security in proper form. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding upon the bidder. In case of a discrepancy in the prices contained in the Proposal forms submitted in duplicate by the bidder, the Proposal form which contains the lower bid shall be deemed the bid of the bidder; provided, however, the Fund at its election may consider the Proposal of such bidder informal.
- (5) If the Proposal is made by a corporation, the names and places of residence of the president, secretary and treasurer shall be given. If by a partnership, the names and places of residence of the partners shall be given. If by a joint venture, the

names and addresses of the members of the joint venture shall be given. If by an individual, the name and place of residence shall be given.

- (6) No Proposal will be considered which has not been deposited with the Fund at the location designated in and prior to the time of opening of bids designated in the Bidding and Contract Documents or prior to the time of opening as extended by Addendum.
- (7) Bids may be modified, withdrawn or canceled only in writing or by email notice received by the Fund prior to the time of opening of bids designated in the Bidding and Contract Documents. A written or email notice of modification, withdrawal or cancellation shall be marked by the bidder with the name and address of the bidder, the title of the Project and the Project number. Upon receipt by the Fund, a duly authorized employee of the Fund shall note thereon the date and time of receipt and shall thereupon attach said written or email notice of modification, withdrawal or cancellation to the envelope submitted by the bidder pursuant to subdivision (1) of this Section. *Bid Modification email address: modifymybid@suny.edu . Submit modification amount only, (i.e. "deduct" or "add" \$XXX, not revised total bid amount. For email notice, submit modification as an attachment in portable document format (PDF) on bidder's letterhead signed by a duly authorized representative of the bidder.*
- (8) Permission will not be given to modify, explain, withdraw or cancel any Proposal or part thereof after the time designated in the Bidding and Contract Documents for the opening of bids, unless such modification, explanation, withdrawal or cancellation is permitted by law and the Fund is of the opinion that it is in the public interest to permit the same.

Section 4 Examination of Bidding and Contract Documents

- (1) Prospective bidders shall examine the Bidding and Contract Documents carefully and, before bidding, shall make written request to the Consultant (with a copy thereof to the Fund) for an interpretation or correction of any ambiguity, inconsistency or error therein which should be discovered by a reasonably prudent bidder. Such interpretation or correction as well as any additional Contract provision the Fund shall decide to include will be issued in writing by the Consultant as an Addendum, which will be sent to each person recorded as having received a copy of the Bidding and Contract Documents from the Consultant, and which also will be available at the places where the Bidding and Contract Documents are available for inspection by prospective bidders. Upon such emailing or delivery and making available for inspection, such Addendum will become a part of the Bidding and Contract Documents and will be binding on all bidders whether or not the bidder receives or acknowledges the actual notice of it. Prospective bidders are responsible for ensuring that all addenda have been incorporated into the bid. The

requirements contained in all Bidding and Contract Documents shall apply to all Addenda.

- (2) Only the written interpretation or correction so given by Addendum shall be binding. Prospective bidders are warned that no trustee, officer, agent or employee of the Fund or the Consultant is authorized to explain or interpret the Bidding and Contract Documents by any other method, and any such explanation or interpretation, if given, must not be relied upon.

Section 5 Computation of Bid

- (1) In computing their bids, bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials which are incorporated into the completed Project as the same is exempt from such taxes.
- (2) Unit prices may be inserted in the Proposal by the Fund or the bidder at the discretion of the Fund. Any unit prices listed in the Proposal by the Fund are based upon the Consultant's appraisal of a fair cost for the work involved. Such listed prices will be binding upon both the bidder and the Fund unless the bidder wishes to change any of such unit prices by crossing out the listed unit price and inserting a revised unit price. Such revised unit price shall not be binding upon the Fund unless it accepts the same, in writing, before it issues a Notice of Award. In the event the Proposal contains blank spaces for unit prices or the bidder revises any stated unit price, the amount of such unit prices for additions shall not vary by more than 15 percent from the prices inserted by the bidder for deductions, and, if the variance of such prices exceeds 15 percent, the Fund may adjust the deduction price inserted by the bidder so that it is only 15 percent lower than the addition price inserted by the bidder. In addition, the Fund may adjust any unit price filled in by a bidder to an amount agreeable to both the bidder and the Fund or it may reject any unit prices.
- (3) Alternates, if any, listed in the Proposal and described in Section 01 23 00 (Section B) of the Technical Specifications shall be accepted in the order indicated and will be used in combination with the Total Bid to determine the low bidder. Unit prices will not be used to determine the low bidder.

Section 6 Payment of Bid Security

- (1) Each Proposal must be accompanied by the required amount of the bid security in the form of a bank draft or certified check, payable at sight to the Fund and drawn on a bank authorized to do business in the United States, or by a Bid Bond, on a form approved by the Fund, duly executed by the bidder as principal and having as surety thereon a surety company or companies, approved by the Fund, authorized to do business in the State of New York as a surety. Attorneys-in-fact

who execute a Bid Bond on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.

- (2) The Fund will return, without interest, the bid security of a bidder, unless such security be in the form of a Bid Bond which will not be returned by the Fund, in accordance with the following procedure:
 - a. To all bidders except the apparent three (3) lowest bidders within two (2) working days after the opening of bids.
 - b. To any bidder submitting a Bid Bond, meeting the requirements of paragraph (1) hereof, after the opening of bids, as a substitute for a bank draft or certified check within two (2) working days after the Fund's approval of such Bid Bond.
 - c. To the apparent three (3) lowest bidders, unless their bid security was previously returned, within two (2) working days after delivery to the Fund by the successful bidder of the executed Agreement and required Bonds, or within two (2) working days of the Fund's rejection of all bids or within two (2) working days after the expiration of forty-five (45) calendar days after the bid opening or within the time to which the issuance of a Notice of Award may have been extended, whichever event shall occur last.
- (3) The Fund reserves the right to deposit bid security drafts or checks pending final disposal of them.

Section 7 Qualifications of Bidders

- (1) A bidder must demonstrate, to the satisfaction of the Fund, that it has successfully completed one (1) contract with similar scope and complexity in an amount of not less than 50 percent of the amount of its total bid within the last ten (10) years.
 - a. For scope and complexity, similar work is defined as elevator modernization and new elevator installation work, as further described in the General Requirements, Section 01 11 00, Description of Work.
 - b. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Fund.
 - c. The above project shall be submitted on Attachment A of the Proposal, "List of Completed Similar Construction Projects" (the List). If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a Proposal may be rejected as not responsive. If requested by the Fund, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List.

Modifications and/or explanations of the List must be received within 48 hours of receipt of the Fund's request.

- (2) All prospective bidders must demonstrate to the satisfaction of the Fund that they have the skill and experience, as well as the necessary facilities, ample financial resources, ability to manage staff and subcontractors effectively, ability to anticipate and plan construction work for optimal progress, ability to create, strive for and maintain working environments and relationships that are constructive, communicative and cooperative, organization and general reliability to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.
- (3) Each bidder must demonstrate to the satisfaction of the Fund that it has working capital available for the Project upon which it is bidding in an amount equal to 15 percent of the first \$100,000 of the amount of its Total Bid plus 10 percent of the next \$900,000 plus 5 percent of the remainder of its Total Bid. Working capital is defined as the excess of current assets over current liabilities. The Fund defines current assets as assets which can be reasonably expected to be converted into cash within a year, and current liabilities as debts which will have to be paid within a year.
- (4). The Fund may make such investigation as the Fund deems necessary to determine the responsibility of any bidder or to determine the ability of any bidder to perform the Work. Bidders shall furnish to the Fund all information and data required by the Fund, including complete financial data, within the time and in the form and manner required by the Fund. The Fund reserves the right to reject any bid if the evidence required by the Fund is not submitted as required or if the evidence submitted by or the investigation of any bidder fails to satisfy the Fund that the bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated.
- (5) At the time of the bid opening, all bidders and subcontractors, domestic and foreign, must be in compliance with New York State business registration requirements. Contact the NYS Department of State regarding compliance.

Section 8 Submission of Post-Bid Information

- (1) Within forty-eight (48) hours after the opening of bids, each of the apparent three lowest bidders, unless otherwise directed by the Fund or otherwise provided in the Bidding and Contract Documents, shall submit to both the Fund and the Consultant:
 - a. Evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the bidder's CCA-2 is current and certified in the New York State VendRep System (VendRep)

within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the Fund.

The Fund recommends that vendors file the required CCA-2 online via the VendRep. To enroll in and use the VendRep, see the VendRep Instructions at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep online at <https://portal.osc.state.ny.us>. To request assistance, contact the Office of the State Comptroller's ("OSC") Help Desk at 866-370-4672 or 518- 408-4672 or by email at ciohelpdesk@osc.state.ny.us.

The paper format CCA-2 and accompanying definitions are available on the OSC website at the following location:

http://www.osc.state.ny.us/vendrep/forms_vendor.htm

- b. A working plan and schedule showing clearly, in sequence and time-scale, all significant activities of the work. The working plan and schedule shall be in the form of suitable charts, diagrams or bar graphs and shall be based on the Contractor's logic and time estimates for the anticipated time of commencement and completion of the work and its significant phases and activities and the interrelationship between such significant activities and other items pertinent to the work. This requirement is in addition to and not a substitute for the schedule requirements of Section 3.02 (Time Progress Schedule) of the Agreement. Although the working plan and schedule submitted shall not be used in determining the lowest responsible bidder, failure to submit the working plan and schedule may result in the rejection of the Proposal as not responsive.
- c. The names and addresses of the bidder's proposed subcontractor for the Asbestos Abatement work of any value, and proposed subcontractors for Electrical Work, the Heating, Ventilating and Air-Conditioning Work and the Plumbing Work for each of said work categories valued at \$20,000 or more.
 - i. For each proposed subcontractor named, provide a completed "List of Completed Similar Construction Projects (the List)." If the List is not provided or is missing information, and/or is found to have erroneous information or information that is no longer current, a proposed subcontractor may be rejected. If requested by the Fund, the bidder may be permitted to add missing information, modify and/or explain erroneous information or information that is no longer current on the List; modifications and/or explanations of the List must be received promptly after receipt of the Fund's request.
 - ii. Only one proposed subcontractor should be named for each of such trades. Proposed subcontractors of the bidder may not be changed except with the specific written approval of the Fund.

- iii. The naming of the bidder itself for any of such work is not acceptable and may result in rejection of the bidder unless the bidder can demonstrate to the Fund that it has successfully completed one (1) contract with similar scope and complexity in an amount of not less than 50 percent of the amount of its total bid within the last ten (10) years. The determination of relevant contract experience in terms of size, scope and complexity will be at the sole discretion of the Fund.
- iv. The bidder will be required to establish, to the satisfaction of the Consultant and the Fund, the reliability and responsibility of each of their said proposed subcontractors to furnish and perform the work described in the sections of the Specifications pertaining to each of such proposed subcontractors' respective trades. By submission of the "List of Completed Similar Construction Projects," a proposed subcontractor must be able to demonstrate that they have successfully completed one (1) contract with similar scope and complexity in an amount of not less than 50 percent of the amount of its total bid within the last ten (10) years.
- v. For each of the proposed subcontractors, the bidders must submit to the Fund, seven (7) calendar days after the bid opening, evidence of a completed New York State Uniform Contracting Questionnaire (Vendor Responsibility Questionnaire For-Profit Construction (CCA-2)). Either email confirmation that the subcontractor's CCA-2 is current and certified in the New York State VendRep System (VendRep) within the last six months from the bid date, or deliver a certified paper format CCA-2, including all attachments, to the Fund.
- vi. In the event that the Fund and the Consultant reject any of said proposed subcontractors, the bidder, within two (2) working days after receipt of notification of such rejection, shall again submit to the Fund and the Consultant the name of another proposed subcontractor in place of the one rejected and it will be required to establish to the satisfaction of the Fund and the Consultant the reliability and responsibility of said proposed subcontractor; When naming another proposed subcontractor, the bidder must promptly submit the proposed subcontractor's completed "List of Completed Similar Construction Projects" and their completed CCA-2.
- vii. The bidder will not be permitted to submit another proposed subcontractor if it designated itself for any of the aforesaid categories of work.
- viii. Proposed subcontractors of the bidder, approved by the Fund and the Consultant, must be used on the work for which they were proposed and

approved and they may not be changed except with the specific written approval of the Fund.

- d. A breakdown of the amount of the bidder's Proposal. Such breakdown shall be prepared in accordance with the format included herein to as Appendix "A". No bidder shall be barred from revising, in the Contract breakdown required under the provisions of Section 4.08 of the Agreement, the various amounts listed in the bid breakdown required under the provisions of this Section. The amount set forth in said bid breakdown will not be considered as fixing the basis for additions to or deductions from the Contract consideration.
- (2) Within seven (7) calendar days after the opening of bids, the three low bidders shall submit to the Fund for its approval a Service-Disabled Veteran-Owned Businesses Utilization Plan on the form SDV-UP, which is bound in Section 00 21 13 30, Service-Disabled Veteran-Owned Business Utilization Plan (SDV-UP), of the Project Manual.
- (3) Except for Contracts of \$100,000 or less, and unless otherwise directed by the Fund, **within seven (7) calendar days** after the opening of bids, the three low bidders shall **submit to the Fund** for its approval, a Minority and Women-owned Business Enterprise Utilization Plan (UP-1). The Utilization Plan should include the description of work and the estimated dollar value of subcontracts and supply contracts that will be awarded to Minority and Women-owned Business Enterprises.
- (4) Except for contracts of \$100,000 or less, **within seven (7) calendar days** after the opening of bids, the three low bidders shall **submit to the Fund** for its approval, an Equal Employment Opportunity Statement.
- (5) The above information and such other information as the Fund or the Consultant may request or obtain will be used by the Fund in determining the reliability and responsibility of the bidder and any proposed subcontractors. Each bidder must comply promptly with all requests by the Fund and the Consultant for information and must actively cooperate with the Fund and the Consultant in their efforts to determine the qualifications of the bidder and any proposed subcontractors. Failure to comply with the latter may result in the rejection of the Proposal as not responsive. All information required to be furnished to the Fund under this Section shall be sent to the State University Construction Fund, Director of Capital Procurement, H. Carl McCall SUNY Building, 353 Broadway, Albany, New York 12246 or emailed to the Fund at SUCF.ConstructionBids@suny.edu unless a signed original is required to be submitted.

Section 9 Award of Contract

- (1) The award of the Contract shall be made to the bidder submitting the lowest bid that is responsive to the solicitation and who, in the sole opinion of the Fund, is qualified to perform the work involved and is responsible and reliable. The Fund shall determine the lowest bid by adding to or deducting from the Total Bid of the bidders the additive or deductive alternates, if any, the Fund elects to accept after the opening of the Proposals. Alternates will be accepted in the order they are set forth in the Proposal. The unit prices set forth in the Proposal for additions to or deductions from the work shall not be considered in determining the lowest bid.
- (2) The right is reserved, if, in the Fund's judgment, the public interest will be promoted thereby, to reject any or all Proposals, to waive any informality in any Proposal received or to afford any bidder an opportunity to remedy any deficiency resulting from a minor informality or irregularity. Without limiting the generality of the foregoing:
 - a. A Proposal may be rejected as not responsive if the bidder fails to furnish the required bid security or to submit the data required with or after its Proposal and this Information for Bidders.
 - b. A Proposal may be rejected as not responsive if the bidder cannot show to the satisfaction of the Fund: (i) that it has the necessary qualifications and capital; or (ii) that it owns, controls or can procure the necessary plant and equipment to commence the work at the time prescribed in the Contract and thereafter to prosecute and complete the work at the rate, or within the time specified; or (iii) that it is not already obligated by the performance of so much other work as is likely to delay the commencement, prosecution or completion of the work contemplated by the Contract.
 - c. A Proposal will be rejected as not responsive if it does not provide for the completion of the work by the date of completion specified in the Proposal.
- (3) The Fund also expressly reserves the right to reject any Proposal as not responsive if, in its opinion, considering the work to be performed, the facts, as to the bidder's business or technical organization, plant, financial and other sources of business experience compared with the work bid upon, justify rejection.
- (4) The award of the Contract shall not be construed as a guarantee by the Fund that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after its Proposal is either adequate or suitable for the satisfactory performance of the work.

Section 10 Required Bonds and Insurance

- (1) Unless otherwise agreed to by the Fund, within ten (10) working days after the receipt of Notice of Award, the Contractor shall procure, execute and deliver to the Fund and maintain, at its own cost and expense:

- a. A Performance Bond and a Labor and Material Bond, both of which Bonds shall be on the form prescribed by the Fund and in an amount not less than 100 percent of the total amount of the Contract awarded to the Contractor by the Fund. Said Bonds must be issued by a surety company approved by the Fund and authorized to do business in The State of New York as a surety.
 - b. Proof of insurances with the specific coverage and limits required in Article V of the Agreement. Acceptable documents are:
 - i. Proof of NYS Worker's Compensation is only accepted on the C-105.2 or U-26.3 form.
 - ii. Proof of Disability insurance is only accepted on the DB-120.1 form.

Use the link below for a description of the required forms for Workers Compensation and Disability:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/G.htm>

 - iii. All other proof of insurance must be on the Acord 25 Certificate of Liability Insurance form. Only an original (wet) signature is accepted. Stamped or digitized signatures (fax or email) are not acceptable.
 - c. The 120-day Schedule required by the General Requirements, Special Conditions paragraph 01 32 16, titled "Project Schedule."
- (2) Attorneys-in-fact who execute said Bonds on behalf of a surety must affix thereto a certified and effectively dated copy of their power of appointment.

Section 11 Requirements and Procedures for Participation by New York State - Certified Minority and Women -Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

(1) New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the Fund is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBES") and the employment of minority group members and women in the performance of the Fund contracts.

(2) Business Participation Opportunities for MWBEs

- a. For purposes of this solicitation, the Fund hereby establishes goals (see Section 01 26 43 Amendments (Section E) of the General Requirements for goals) for New York State-certified Minority-owned Business Enterprise (“MBE”) participation and for New York State-certified Women-owned Business Enterprise (“WBE”) participation (based on the current availability of MBEs and WBEs). A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a bid, the bidder agrees that the Fund may withhold payment pursuant to any Contract awarded as a result of this bid pending receipt of the required MWBE documentation. A directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Fund will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8 and Article VI, Section 6.03(2)d of the Agreement.
- b. The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- c. In accordance with 5 NYCRR § 142.13, the bidder further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and the Fund may withhold payment as liquidated damages.
- d. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- e. By submitting a bid or proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof in a format prescribed by the Fund.
- f. Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:
 - i. An MWBE Utilization Plan in accordance with paragraph (3) of the above Section 8 Submission of Post Bid Information. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award

and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Fund for review and approval.

- ii. The Fund will review the submitted MWBE Utilization Plan and advise the bidder of the Fund acceptance or issue a notice of deficiency within 30 calendar days of receipt.
 - iii. If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Fund a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Fund to be inadequate, the Fund shall notify the bidder within five (5) business days and direct them accordingly. Failure to cooperate with the Fund in a timely manner may be grounds for disqualification of the bid or proposal.
- g. The Fund may disqualify a bidder as being non-responsive under the following circumstances:
- i. If a bidder fails to submit an MWBE Utilization Plan;
 - ii. If a bidder fails to submit a written remedy to a notice of deficiency;
 - iii. If a bidder fails to cooperate with the Fund; or
 - iv. If the Fund determines that the bidder has failed to document good faith efforts.
- h. The successful bidder will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Fund, but must be made no later than prior to the submission of a request for final payment on the Contract.
- i. Over the term of the Contract, the successful bidder will be required to submit to the Fund a monthly M/WBE Contractor Compliance & Payment Reporting in the electronic format prescribed by the Fund, documenting the progress made toward achievement of the MWBE goals of the Contract.

(3) Equal Employment Opportunity Requirements

- a. By submission of a bid in response to this solicitation, the bidder agrees with all of the terms and conditions of Schedule "A" - Provisions Required to Be Inserted by Law, including Clause 11 - Equal Employment Opportunities for Minorities and Women. The bidder is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition,

- replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the bidder, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.
- b. The bidder will be required to submit an Equal Employment Opportunity Policy Statement in accordance with paragraph (4) of the above Section 8 Submission of Post Bid Information.
 - c. If awarded a Contract, bidder shall submit a Monthly Employment Utilization Report and shall require each of its subcontractors to submit a Monthly Employment Utilization Report in the electronic format prescribed by the Fund during the term of the Contract.
 - d. Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(4) Reports, Records and Documentation

- a. The Contractor shall file with the Fund monthly reports in the electronic form prescribed by the Fund regarding actions taken pursuant to this Section as well as a list of and value of subcontracts and supply contracts.
- b. The Contractor shall permit access to its books, records and accounts by the Fund for purposes of investigation to ascertain compliance with the provisions of this Section. The Contractor shall include this provision in every subcontract so that such provision will be binding upon each subcontractor.
- c. Failure to comply with the foregoing requirements entitles the Fund to take such action as the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract. Such failure may also result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract.

Section 12 Service-Disabled Veteran-Owned Businesses (SDVOBs)

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the project. Such partnering may be as subcontractors, subconsultants, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

- a. Bidders are strongly encouraged to the maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law, to use responsible and responsive SDVOBs as subcontractors to provide meaningful participation. Furthermore, bidders are reminded that they must continue to utilize small, minority and women-owned businesses consistent with Article 15-A of Executive Law. Utilizing SDVOBs in State contracts will help create more private sector jobs, rebuild New York State's infrastructure, and maximize economic activity to the mutual benefit of the bidder and its SDVOB partners. SDVOBs will promote the bidder's optimal performance under any potential agreements, thereby fully benefiting the public sector programs that are supported by associated public procurements.
- b. Public procurements can drive and improve the State's economic engine through promotion of the use of SDVOBs by its bidders. The State, therefore, expects bidders to provide maximum assistance to SDVOBs in the performance of any potential agreement. The potential participation by all kinds of SDVOBs will deliver great value to the State and its taxpayers.

Section 13 Encouraging Use of New York State Business Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services

and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the Contractor and its New York State business partners. New York State businesses will promote the Contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

- (1) Information on the availability of New York State subcontractors and suppliers is available from: New York State Department of Economic Development, Procurement Assistance Unit, One Commerce Plaza, Albany, New York 12245, Phone: (518) 474-7756, Fax: (518) 486-7577.

Section 14 Single Contract Responsibility

This is a single bid general construction project. The Contractor submitting the bid is responsible for all work associated with this Project.

Section 15 Examination of Site

A pre-bid conference and project walk-through will be held with all bidders, subcontractors and other planholders at the time and place specified in Section 00 25 13 Pre-Bid Meetings. No individual or additional walk-throughs will be provided. Failure to attend a walk-through shall not be the cause for extra payment.

Section 16 Procurement Lobbying Law Restrictions

Please be advised that State Finance Law Sections 139-j and 139-k include and impose certain restrictions on communications between the Fund and Bidders during the procurement process. A bidder is restricted from making contacts from the earliest notice of intent to solicit offers through receipt of the Notice to Proceed ("restricted period") to other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Sections 139-j(3)(a). Designated staff is identified in the Notice to Bidders as of the date hereof. Fund employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for

contract award and in the event of two findings within a 4-year period, the Offerer/bidder is debarred from obtaining governmental Procurement contracts.

Bidders must also disclose whether any governmental entity has made a finding of non-responsibility within the previous four years based upon the failure to comply with Section 139-j of the State Finance Law or intentionally providing false or incomplete information to a governmental entity. The Form for this disclosure is on the last page of the Proposal and the bidder must fill out and sign this Form.

Further information about these requirements can be found on the State Office of General Services website (<https://ogs.ny.gov/ACPL/>) and the Fund website (<https://sucf.suny.edu/opportunities/procurement-lobbying-act-policy-and-procedures>).

Section 17 Requirements for Construction Activities To Address Public Health or Safety

The Bidder agrees it is responsible for complying with any and all health and safety requirements issued by federal, state or local entities, including but not limited to New York State Governor Office Executive Orders, New York State Department of Health rules, regulations and guidance, and other New York State, Fund or Campus laws, rules, regulations or requirements that exist or may be issued and/or amended during the bidding and/or performance of work on this Project.

With respect to the COVID-19 pandemic, Bidder specifically acknowledges and agrees that the NYS DOH Emergency Regulations, Interim COVID-19 Guidance for Construction Projects, "Guidance", and Campus Rules and Regulations, as set forth in General Requirements Section 01 35 29 10, all in effect at the time of this bid, are made a part of the contract work for this Project. Bidder affirms that all costs and time associated with compliance with the current Emergency Regulations, Guidance and Campus Rules and Regulations are included in its bid. These requirements include, but are not limited to, requiring workers and personnel to continuously wear masks until mask use is no longer required by the Fund. The current Emergency Regulations and Guidance are available at the following websites:

<https://regs.health.ny.gov/regulations/emergency> (Use this link for COVID-19 Emergency Regulations including the Emergency Regulations issued August 27, 2021 - Face Coverings for COVID-19 Prevention)

<https://forward.ny.gov/industries-reopening-phase#phase-one-construction>

Notwithstanding the foregoing, Bidder agrees to comply with the Emergency Regulations, Guidance, and Campus Rules and Regulations as it may be amended or superseded in the future.



Attachment 2

Specification Section 00 42 13 Proposal

NAME OF BIDDER

ADDRESS OF BIDDER

00 42 13 PROPOSAL FOR SUCF PROJECT NO. 081058-00

Upgrade Elevators - Campus Wide

SUNY New Paltz

TO THE STATE UNIVERSITY CONSTRUCTION FUND:

1. The Bidder agrees that it shall complete all work necessary for substantial completion within 690 calendar days from receipt of the Notice to Proceed.

In the event the bidder fails to complete such work by said date, or within the time to which such completion may have been extended in accordance with the Contract Documents, the bidder agrees to pay the Fund liquidated damages in the sum of \$900 for each calendar day of delay in completing the work.

2. The bidder hereby declares that it has carefully examined all Bidding and Contract Documents and that it has inspected the actual location of the work, together with the local sources of supply, has satisfied itself as to all the quantities and conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
3. The bidder further understands and agrees that it is to do, perform and complete all work in accordance with the Contract Documents and to accept in full compensation therefor the amount of the TOTAL BID, modified by such additive or deductive alternates, if any, as are accepted by the Fund.
4. The bidder further agrees to accept the unit prices, if any, set forth in paragraph (5) hereof, except as the same may be modified pursuant to the provisions of Section 5 of the Information to Bidders, as full payment for any deletions, additions, modifications or changes to the portion or portions of work covered by said unit prices.
5. a. **BID CALCULATION:**

- (1) All work including Allowances (if any) listed in 5.d. below and excluding Field Order Allowance

(In words) \$ _____
(In figures)

- (2) Field Order Allowance: Schedule III and Section 4.05A of the Agreement
Two Hundred Eighty Five Thousand dollars

(In words) \$ 285,000 _____
(In figures)

- (3) TOTAL BID Add lines (1) and (2)

(In words) \$ _____
(In figures)

- b. **ALTERNATES:** Refer to 01 23 00 Alternates (Section B) of the General Requirements. The bidder proposes the following Additions to or Deductions from the TOTAL BID for the alternatives listed below:

<u>Alternate Number</u>	<u>Add/ Deduct</u>	<u>Amount In Words</u>	<u>Amount In Figures</u>
"None"			

- c. **UNIT PRICES:** The bidder or the Fund may insert unit prices for the work or materials listed below. Refer to Section 5, paragraph (2) of the Information to Bidders, Schedule 1 and Article IV Section 4.04 of the Agreement for clarification. Such unit prices apply solely for additions. The Fund may, however, adjust any unit price filled in by a bidder to an amount agreeable to both the bidder and the Fund, or it may reject any unit price. The amount of any unit price accepted or agreed to by the Fund shall be reduced by 15 percent for any deduction in the work or materials covered by such unit price.

<u>Work or Materials Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
"None"		

- d. **ALLOWANCES:** The bidder further agrees that its TOTAL BID includes the Allowance(s) listed below. Refer to Schedule II and Sections 4.04 and 4.05 of the Agreement for clarification:

<u>Work or Materials Description</u>	<u>Amount in Words</u>	<u>Amount in Figures</u>
"None"		

6. 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 or her knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices 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 (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (a), (b) and (c) 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 therefor. Where (a), (b), and (c) above shall have not been complied with, the bid shall not be considered for award nor shall any award be made unless the General Manager of the Fund, or his designee, determines that such disclosure was not made for purposes of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) 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 this Section.

7. The bidder agrees that if awarded the Contract, it will commence work upon receipt of the Notice to Proceed and that it will fully complete the work by the date stated or within the duration herein, as applicable.

8. The bidder acknowledges the receipt of the following addenda, but agrees that it is bound by all addenda whether or not listed herein.

Addendum Number	Date	Addendum Number	Date
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____

9. The Omnibus Procurement Act of 1992, as amended, requires that, by signing this Proposal, the bidder certifies that whenever its Total Bid amount is greater than \$1,000,000: (a) it has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this Project, and has retained the documentation of these efforts to be provided upon request to the State; (b) it has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended; (c) it agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this Project through listing any such positions with Community Services Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The bidder further agrees to document these efforts and to provide said documentation to the State and the Fund upon request, and agrees to cooperate with the State in these efforts. Documented efforts by a successful bidder shall consist of and be limited to showing that such bidder has:

- a. Solicited bids, in a timely and adequate manner, from New York State Business Enterprises including certified Minority and Women's owned Business Enterprises, or
- b. Contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, or
- c. Placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or
- d. Participated in bidder outreach conferences.
- e. If the bidder determines that New York State Business Enterprises are not available to participate on the Contract as subcontractors or suppliers, the bidder shall provide a statement indicating the method by which such determination was made.
- f. If the bidder does not intend to use subcontractors on the Contract, the bidder shall provide a statement verifying such intent.

10. The bidder submits herewith bid security in an amount not less than five (5) percent of the Total Bid. In the event that

(a) the bidder's Total Bid is the lowest one submitted and the bidder does not timely provide the Post-Bid Information required under Section 8 of the Information for Bidders; or

(b) this Proposal is accepted by the Fund and the bidder shall refuse or neglect, within ten (10) working days after date of receipt of Notice of Award to:

- (1) execute and deliver an Agreement in the form provided herein; or
- (2) execute and deliver a Performance Bond and a Labor and Material Bond in the amounts required and in the form prescribed; or
- (3) provide proof of insurances required in Article V of the Agreement; or

- (4) provide the 120-day Schedule required by the General Requirements, Special Conditions paragraph 01 32 16, titled "Project Schedule;"

then the bidder shall be liable to the Fund, as liquidated damages, for the amount of the bid security or the difference between the Total Bid of the bidder and the Total Bid of the bidder submitting the next lowest bid, whichever sum shall be higher, otherwise the total amount of the bid security will be returned to the bidder in accordance with the provisions set forth in the Information for Bidders.

The Fund may apply the bid security in full or partial payments, as the case may be, of said liquidated damages and in the event the bid security is less than the amount of liquidated damages to which the Fund is entitled, the bidder shall pay the difference, upon demand, to the Fund.

11. The bidder certifies that all wood products that are to be used in the performance of this Contract shall be in accordance with the Specifications and provisions of Section 167 b. of the State Finance Law which Section prohibits the purchase and use of tropical hardwoods.
12. The bidder affirms that it understands and agrees to comply with the procedures of the Fund relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
13. The bidder certifies that all information provided or to be provided to the Fund in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

Dated _____
(Legal name of person, partnership, joint venture, corporation, or LLC)

(If corporation, affix corporate seal) By _____
(Signature)
Title _____

Firm's Federal ID Number or Social Security Number as applicable _____

Firm's NYS SFS Vendor Identification Number _____

Check: Is Firm NYS-Certified* MBE? ☐ Yes WBE? ☐ Yes

*(*Defined as independent business concerns which are at least 51% owned and controlled by minority group members or women (citizens of the United States or permanent resident aliens who are Black, Hispanic, Asian or American Indian), whose ownerships in the concerns are real, substantial and continuing and who have and exercise the authority to independently control the decisions of the concerns)*

ATTENTION BIDDERS: ALSO FULLY EXECUTE PAGES P-5, P-6, P-7, P-8, P-9, P-10, AND P-11.

THE POST OFFICE ADDRESS OF THE BIDDER

Telephone No. _____ Email Address _____

If a Corporation

Name Address

_____, PRESIDENT _____

_____, SECRETARY _____

_____, TREASURER _____

If a Partnership

Name of Partners

Address

If a Joint Venture

Name of Members

Address

If an Individual

Name of Individual

Address

If a Limited Liability Corporation

Name

Address

STATE UNIVERSITY CONSTRUCTION FUND
H. Carl McCall SUNY Building 353 Broadway • Albany, New York 12246
Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

SUCF Project Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? ☐ No ☐ Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law Section 139-j: ☐ No ☐ Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? ☐ No ☐ Yes

4. If you answered "yes" to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? ☐ No ☐ Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to SUCF with respect to State Finance Law Section 139-k is complete, true and accurate. Submit form with original signature with Proposal.

By: _____

Signature

Date

Address:

Printed Name and Title of Person Executing Certification:

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran ("prohibited entities list"), as defined by the Act. New York State Public Authorities Law § 2879-c, with certain exceptions, prohibits the Fund from entering into or awarding a Contract with persons identified on the prohibited entities list.

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision one of section one hundred sixty five-a of the state finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law.

STATE OF)
)ss.:
COUNTY OF)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature of Person Executing
Certification:

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public

Submit form with original signatures

**STATE UNIVERSITY CONSTRUCTION FUND
H. Carl McCall SUNY Building 353 Broadway • Albany, New York 12246**

**Certification Regarding Sexual Harassment Prevention Policies
Pursuant to State Finance Law §139-I**

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I, _____, hereby affirm, under penalty of perjury, that
Printed Name of Person Executing Certification

I am _____ of the above-named bidder, that I am
Printed Title of Person Executing Certification

authorized to make this certification on behalf of such bidder, and I further certify that this certification is true, accurate and complete to the best of my knowledge and belief.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the foregoing Certification is in all respects true and accurate.

signature

STATE OF _____)
COUNTY OF _____) ss.:
_____)

On this _____ day of _____, 20____, before me personally came

_____, to me known and known to me to be the person(s)
described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

Submit form with original signatures

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract? ☐ Yes ☐ No

SUCF Project Number: _____

If yes, identify New York State Business(es) that will be used; (list identifying information below).

(Attach additional identifying information with the bid as required)

By: _____ Date: _____
Signature

Print Name and Title: _____

Contractor Name: _____

Contractor Address: _____

STATE UNIVERSITY CONSTRUCTION FUND
H. Carl McCall SUNY Building 353 Broadway • Albany, New York 12246

EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor Name: _____

By: _____ Date: _____
Signature

Print Name and Title: _____

State University Construction Fund

Attachment A – List of Completed Similar Construction Projects

Addendum 2
Oct 31, 2022

Bid proposal supplement

Bidder Name:

SUCF Project No.: 081058-00

Bidders must provide one (1) example project completed in the past ten (10) years in which the Bidder served as the prime contractor. Example projects must be of similar scope and complexity, and in an amount not less than 50 percent of the amount of the total current bid, as further described in the General Requirements, Section 01 11 00, Description of Work. Each project must include the Owner/Agency, Award Date, Contract Amount, Date Completed, Contact Person, Telephone number of the contact, Architect and/or Engineer's Name, Contract Number, Contact Email, and the Project Title and a brief scope description. Reference contacts may be used to verify project size, scope, dollar value, percentages and quality of performance.						
1.	Agency/Owner	Telephone No.		Award Date	Contract Amount	Date Completed
	Agency/Owner Contact Person		Designer Architect and /or Design Engineer			
	Contract No.	Contact Email	Project Title & Scope			
Completed By:			Phone Number: Email: Date:			



Attachment 3

Specification Section 09 68 13 Tile Carpeting

SECTION 09 68 13
TILE CARPETING**PART 1 - GENERAL****1.01 DESCRIPTION OF WORK**

- A. Provide tile carpeting at each elevator cab floor as specified herein, including carpet adhesives, underlayment, accessories and temporary protection.

1.03 REFERENCES

- A. References and industry standards listed in this Section are applicable to the Work. Unless more restrictive criteria or differing requirements are explicitly stated in the Specifications, or mandated by governing codes or regulations, the recommendations, suggestions and requirements described in the referenced standards shall be deemed mandatory and applicable to the Work.

1. American Society of Testing and Materials (ASTM), latest editions.

D1335 Test Method for Tuft Bind of Pile Yarn Floor Coverings.

D2646 Test Methods for Backing Fabric Characteristics of pile yarn floor coverings.

D3936 Test Method for resistance to delamination of the secondary backing of pile yarn floor covering.

D6859 Test method for pile thickness of finished level pile yarn floor coverings.

D7330 Test method for assessment of surface appearance change in pile floor coverings using standard reference scales.

D5116 Standard Guide for Small-Scale Environmental Chamber Determinations of Organic Emissions from Indoor Materials/Products

E648 Test method for critical radiant flux of floor covering systems using a radiant heat source.

F710 Practice for preparing concrete floors to receive resilient flooring

2. New York State Building Code, latest edition.

3. American Association of Textile Chemists and Colorists (AATCC), latest edition.

4. American National Standards Institute/NSF International.

ANSI/NSF 140-2005: Sustainable carpet assessment standard.

5. Code of Federal Regulations

40 CFR 59, Subpart D-2002: National Volatile Organic Compound Emission Standards for Architectural Coatings.

6. National Fire Protection Association (NFPA)

NFPA 253 Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source

7. Carpet and Rug Institute (CRI)

1.04 SUBMITTALS

A. Product Data

Submit manufacturer's technical product literature and installation instructions for each type of carpeting material, adhesive and installation accessory required. Include method of installation.

1. Submit written data on physical characteristics, durability, resistance to fading and flame resistance characteristics.

B. Shop Drawings

Submit carpet tile layout and pile-direction pattern drawings for each area to receive carpet. Drawings shall show the following:

1. Carpet manufacturer, styles, patterns, and colors.
2. Pile Direction.
3. Pattern of Installation.
4. Pattern type, location and direction.
5. Types, colors, details and location of edge guards, reducing strips and other accessories.
6. Partitions, built in equipment and cabinets, doors, recesses and other items that require cutouts to be made in the carpet.
7. Transition details to other flooring materials.

C. Samples

1. Carpet

- a. Submit manufacturers complete range of sample sets for each type of carpet tile specified for color and pattern selection.
 - b. Submit three (3) full size samples of carpet tile for each type and color selected.
 - c. Label samples, stating color, pattern, weight/sq.yd., density, pile height, location where to be installed (room and school) and manufacturer's name.
 2. Carpet Reducer and Edge Strips: two pieces of each, 12" in length, min.
- D. Material Certificates
1. Submit certificates from the manufacturers of the specified materials stating compliance with the applicable requirements set forth for all materials specified in this Section.
 2. For carpet tile, documentation indicating compliance with testing and product requirements of Carpet and Rug Institute's "Green Label Plus" program.
- E. Warranties
- Submit warranties per Article 1.08 of this Section.
- F. Extra Materials
- Provide extra materials per Article 1.09 of this Section.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications
1. Certify that Installer is experienced in the supervision of carpet tile installation with at least five years experience in this type of Work and who is certified by the International Certified Floorcovering Installers Association at the Master II certification level.
 2. Actual work shall be done by qualified and experienced mechanics working under his supervision or under the supervision of an experienced workroom supervisor who has also been doing this type of Work for five years.
- B. Regulatory Requirements
1. Fire Performance Characteristics: Provide carpet tiles and adhesive, that has been tested for the following fire performance requirement.
 - a. Critical Radiant Flux: As follows:

- 1) Rating: Not less than 0.22 watts per sq. centimeter per Section BC 804.4.2 of the 2015 NYS Building Code
 - 2) Test Method: ASTM E648 or NFPA 253.
 2. VOC emission Limits
 - a. VOC limit as required by New York State Building Code.
 - b. Test Method: ASTM D5116.
 3. Carpet and Rug Institute's "Green label plus"
- C. Certifications
1. Submit certified independent laboratory testing data indicating that material meets requirements for Fire Resistance specified above, in accordance with New York State Building Code Requirements.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original bundles, clearly labeled with name of manufacturer, brand name, quality or grade and lot number.

1.07 PROJECT CONDITIONS

- A. Do not deliver or install carpet tiles until spaces are enclosed and weathertight.
- B. Maintain room temperature at minimum 60°F for at least 24 hours prior to installation.
- C. Do not install carpet tiles over concrete substrate until concrete has cured 30 days minimum.
- D. Do not install the carpet tiles until painting and finishing work has been completed.

1.08 WARRANTIES/GUARANTIES

- A. Submit copies of manufacturer's product warranties for each product specified.
- B. Contractor shall furnish a warranty/guarantee to include:
 1. One (1) year unconditional guarantee covering satisfactory workmanship, materials and installation, starting from the date of Substantial Completion.
 2. Warranty to provide adjustments as required by Art. 3.05.

1.09 MAINTENANCE**A. Maintenance Instructions**

Submit manufacturer's instructions for optimum maintenance of carpet tiles. Include precautions against materials and methods that may be detrimental.

B. Extra Materials

After completion of Work, furnish not less than **1,000** square feet of each type, color, and pattern of carpeting required. Deliver to the Campus' Representative (to be transferred to facilities management). Furnish replacement materials from same production run as materials installed. Package replacement materials with appropriate labels on covering, describing contents.

PART 2 - PRODUCTS**2.01 MANUFACTURERS**

- A. Shaw Floors, Shawfloors.com (basis of design – Primal Natural State 54964 – Color 500 Belonging)
- B. J. & J. Industries, Dalton, GA 30722
- C. The Mohawk Group, Kennesaw, GA 30144
- D. Tandus/Centevia, a Tarkett Company

2.02 MATERIALS**A. Carpet**

The following requirements are provided as a range of product standard requirements. Actual carpets will vary according to manufacturer's requirements. Final carpet must be approved by the Project Architect.

- 1. Carpet Fiber: 100% Solution Q Nylon.
- 2. Carpet Construction: Multi-level pattern loop.
- 3. Dye Method: 100% Solution Dyed.
- 4. Carpet Style: Multi Level-Pattern Loop.
- 5. Min/Max. Stitches per inch: 10 per inch
- 6. Gauge: 1/10.
- 7. Min./Max. Face Yarn Weight: 16 oz. per sq. yd.
- 8. Tuft Bind: 20 lb. min.

9. Min. Plies: 3
 10. Backing: Primary: Synthetic
Secondary: Manufacturer's standard material (Strataworx)
 11. Tile Size: 24" x 24".
 12. Static Resistance: Min. 3.5 KV Resistance for 20% RH at 70% F by Test Method AATCC 134.
 13. Fade Resistance: Maximum gray scale factor of 40 hours by Test Method AATCC 16E.
 14. Colors: as selected by Project Architect.
 15. Installation Method: Glue-down installation.
 16. ADA Compliant for static coefficient of friction.
- C. Carpet shall be manufactured with a minimum of 10% of pre-consumer content materials.

2.03 ACCESSORIES

A. Adhesive

1. As recommended by manufacturer of carpet for direct glue down applications. Comply with fire performance requirements for carpet.
2. All adhesives used shall comply with V.O.C. requirements as stated in Specification Section G01600.

B. Carpet Edge Strip

Heavy-duty vinyl carpet edge strip as manufactured by Burke Flooring, San Jose, CA. or Stoler Industries/All State Rubber Corp., Dalton, GA., minimum 2" wide anchorage flange. Colors as selected by Architect.

C. Carpet Reducer Strip

Solid heavy-duty vinyl carpet reducer strip as manufactured by Burke Flooring, San Jose, CA. or Stoler Industries/All State Rubber Corp., Dalton, GA., minimum 1/2" tapered. Colors as selected by Architect.

D. Patching Compound

Type as recommended by carpet manufacturer.

E. Floor Filler

Type as recommended by carpet manufacturer.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates for moisture content and other conditions under which tile carpeting is to be installed. Notify the Consultant in writing of major conditions detrimental to proper completion of the Work. Do not proceed until unsatisfactory conditions have been corrected as start of Work constitutes acceptance that all conditions are satisfactory.
- B. Installation of carpet tiles will signify the Contractor's acceptance of the substrate as satisfactory to receive his work.

3.02 PREPARATION

- A. Repair minor holes, cracks, depressions, and rough areas using material recommended by carpet or adhesive manufacturer.
- B. Clear away debris and scrape up cementitious deposits from surfaces to receive carpet tiles; vacuum clean immediately before installation. Check concrete surfaces to ensure no dusting through installed carpet tiles; apply sealer where required to prevent dusting.
- C. Install carpet tiles after all other trades, including painting, have completed their work.

3.03 CARPET TILES INSTALLATION GENERAL

- A. Maintain dye lot integrity. Do not mix dye lots in same area.
- B. Extend carpet under open-bottomed obstructions and under removable flanges and furnishings.
- C. Provide cut-outs where required for recesses, and bind cut edges properly where not concealed by protective carpet edge strips or overlapping flanges.
- D. Provide carpet edge strips where edge of carpet is exposed; anchor edge strips to substrate.
- E. Provide reducer strips to meet conditions where carpet meets other flooring materials.

3.04 GLUE-DOWN INSTALLATION

- A. Fit carpet tiles into each space prior to application of adhesive. Trim edges and butt cuts with seaming cement.

- B. Apply adhesive uniformly, to comply with manufacturer's instructions. Butt carpet edges tightly to form seams without gaps. Promptly remove any adhesive from carpet by an approved method.
- C. Unless otherwise approved by the carpet installer, allow glue-down installation a minimum of 48 hours to cure before subjecting it to any traffic, moving of furniture or final cleaning

3.05 ADJUSTMENTS

- A. Included in the Work of this Contract as part of the Warranty stipulated in Art. 1.07 is the provision that the carpet subcontractor shall repair seams, joints and edges, after installation is completed
 - 1. The Campus shall determine if and when this Work is required, but it shall be within 12 months after final approval of finished installation.
 - 2. Contractor will be notified fourteen (14) days prior to the time he would be required to return to the site for this repair work
 - 3. Provide service telephone number to the Campus' Representative (who will submit it to the custodian).

3.06 CLEANING

- A. Immediately remove spots and smears of cement from carpet tiles with solvent.
- B. Upon completion of installation, remove all tools and equipment and dispose of all waste and excess materials. Carefully and thoroughly vacuum clean the entire floor areas using a commercial type vacuum cleaner with a face-beater element satisfactory to the Campus.
- C. All excess carpet tiles that are in good condition and can be used for repairs are to be left on the job site and placed in an orderly manner in an area designated by the Campus' Representative (who will submit them to the custodian).

3.07 PROTECTION

- A. Upon completion and final inspection by the Consultant, provide reinforced Kraft paper runners 36" wide at all traffic areas as directed by the Campus.
- B. Prior to final inspection, no traffic will be allowed on the installed carpet.

END OF SECTION

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Attachment 4

Pre-bid walkthrough sign-in sheet

October 26, 2022

Project No. 081058 Upgrade Elevators – Campus Wide

NAME	COMPANY	TELEPHONE	EMAIL	SCOPE OF WORK G.C. or Sub	CERTIFICATION		
					WBE	MBE	SDVOB
JEFF GRAHAM	SUCF	518-320-1712	jeffrey.graham@Sung.edu				
Richard Kearney	TK Elevator Corp	845-537-3499	richard. Kearney @TK Elevator.com	Sub			
JOE GATI & JOE RODRIGUEZ	Champion Elevator	646-841-9969	J.GATI @ Champion-Elevator.com	Sub			
Ben Venere	IBER SYSTEMS INC	212-680-8945	ben.venere@ibersys.com	Engineer			
Sitong Ren	TAQ Systems Inc	201-253-9111	srn@ibersys.com	Engineer			
Marie Guarnere	Wu & Assoc.	856-745-5723	Marie.Guarnere@Wuassociates.com	GC		X	
Eric Kisby	OTIS ELEVATOR	518-788-1099	Eric.Kisby@OTIS.COM	Sub			
Brian Carvalho	NORTHLAND ASSOCIATES	315 451-3722	estimating@NORTHLANDASSOC.COM	GC			
Michael DeSanto	Inter Local 138	845-332-5280	Inter 138@aol.com				
Brandt A. Miller	SUCF	845-559-9085	millerb14@newpaltz.edu				
Lyle Nolan	SWR/SUCF	845-418-0927	Nolanl@newpaltz.edu				
Natalie Christman	SUCF	518-813-7196	Natalie.Christman	SUCF			
MARK CHLDERNAN	M.C. ELECTRIC	914-755-3930	mark@mcseletrick.com	ENGINEER			
MICHAEL VALENTINE	NDSD	347-556-5286	mvalent1@mdsny.com	ARCH			
MICHAEL GIBBATTI	NDSD ARCHITECTS	212-352-3307	MS26GIBBATTI@MDSNYC.COM	ARCH			
DREW D'NOVO	KONE	518-542-4685	ANDREW.D'NOVO@KONE.COM	Sub			
Noah Adams	KONE	518-424-6460	Noah.adams@KONE.COM	Sub			
Joe Lazzara	KONE	518-313-9253	Joseph.Lazzara@KONE.COM				
Paul Merrill	OTIS Elevator	518-419-0905	Paul.Merrill@OTIS.COM	Sub			
David Wataha	Butler Const. Group, Inc.	845-764-7413	estimating@butlerconstgroup.com	Prime			