



**PROJECT:** Restroom #3  
Robert H. Treman State Park  
D006612, D006613, D006614, & D006615

**ADDENDUM NO:** 2

**ISSUE DATE:** 10/28/2026

**ALL BIDDERS SUBMITTING A BID FOR THE ABOVE-NAMED PROJECT SHALL TAKE NOTE OF THE FOLLOWING CHANGES, ADDITIONS, INTERPRETATIONS, CLARIFICATIONS, ETC. IN CONNECTION WITH THE DRAWINGS AND SPECIFICATIONS AND OTHER BID DOCUMENTS. THE FOLLOWING INSTRUCTIONS HAVE PRECEDENCE OVER ANYTHING CONTRARILY SHOWN ON THE DRAWINGS OR DESCRIBED IN THE SPECIFICATION DOCUMENTS, AND ALL SUCH INFORMATION SHALL BE TAKEN INTO CONSIDERATION AND BE INCLUDED IN THE BIDDERS BID AMOUNT. ACKNOWLEDGE RECEIPT OF THIS ADDENDUM BY INSERTING ITS NUMBER AND DATE IN THE SPACE PROVIDED IN THE BID FORM. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

## **SUMMARY OF ADDENDUM ITEMS**

**Item #1** – Updated Notice to Bidders. See Item #3 below for changes and additions to the project specifications.

**Item #2** – Questions 1-7 with Answers:

**Question 1:**

Are you able to confirm the percentage that we as a bidding GC will be able to use for ourselves as a WBE on this project? Many times we are limited and not able to use 100% of our contract value.

**Answer:**

NYSOPRHP cannot make that determination. Contractors can receive credit for any portion of the contract they retain, but until a utilization plan is submitted, a determination cannot be made.

**Question 2:**

The Wood Window Spec 08 52 00 says U-Value 0.32 but the drawing page G-101 says U-Value 0.27. What do we use as it will make a difference in the glass we quote?

**Answer:**

The more restrictive U-0.27 shall govern and be required for all windows for the project. See Item #3 below for changes and additions to the project specifications.

**Question 3:**

On S-501, detail 4 indicates 10 mil vapor underneath the slab on grade. A-302 details 2 & 6, A-401 detail 2, indicate a vapor barrier membrane underneath the slab on grade.

- A. Provide clarification regarding which material to use underneath Slab On Grade.
- B. Provide a spec for vapor barrier membrane.

**Answer:**

Provide 10 MIL VAPOR BARRIER as called out on S-501, indicated on architectural drawings, and specified in 03 30 00 3.5 (referred to as VAPOR RETARDER in this location).

**Question 4:**

Detail 6 & 2 on A-302 indicates 2 layers of insulation board - XPS Foundation Insulation Panels & 2" Rigid insulation-measuring 3" to scale. Detail 1 on S-501 indicates one layer of Rigid insulation.

- A. How many layers are required?
- B. Will a spec be provided for the second layer of XPS Foundation Insulation Panels?

**Answer:**

Provide: "XPS FOUNDATION INSULATION PANELS, R10 (2"), WITH CONCRETE FACED FOUNDATION INSULATION PANEL, R5 (1")" as called out on 4/A-501 (R-15 total in agreement with G-101). Refer to 07 21 00 2.3 for additional information on foundation insulation.

**Question 5:**

Detail 6 on A-302 and details 1, 2, & 3 on A-501, indicates a "Vapor and Air Flexible Tape Seal." No spec found. Will one be provided?

**Answer:**

Refer to specification 07 21 00 2.7, notably sections 2.7A and 2.7B for materials to be used for the purposes indicated on A-302 and A-501.

**Question 6:**

Please clarify installation method for the Cupaclad Slate Rain screen system. There is a discrepancy between the specified system and the drawings per below:

- A. Spec section 074713 NATURAL SLATE RAINSCREEN CLADDING SYSTEMS calls for 101 Logic "ventilated system" with sub-frame system
- B. Drawings call for and show a direct applied system (examples: A-101-Partition type 1.1 and details 2 & 3 / A-501)

**Answer:**

Design intent is for the CUPACLAD DIRECT APPLY Logic system as indicated on the drawings. See Item #3 below for changes and additions to the project specification.

**Question 7:**

The wall framing lumber indicates to use Douglas Fir Larch. Would Douglas Hem Fir #2 be accepted for wall framing?

**Answer:**

Hem-Fir No. 2 may be provided in lieu of Douglas Fir-Larch (DF-L) for wall framing indicated on Sheet S-001.

**Item #3 –** Changes / Additions to the Specifications per the attached and as noted in the table below:

| Section Number                             | Part      | Instruction | Description of Action Required                                                               |
|--------------------------------------------|-----------|-------------|----------------------------------------------------------------------------------------------|
| Notice to Bidders & Instruction to Bidders | All       | DELETE      | DELETE “NOTICE TO BIDDERS” and “INSTRUCTION TO BIDDERS” in their entirety.                   |
| Notice to Bidders & Instruction to Bidders | All       | ADD         | ADD attached “NOTICE TO BIDDERS” and “INSTRUCTION TO BIDDERS”.                               |
| 07 47 13                                   | All       | DELETE      | DELETE specification section 07 47 13 in its entirety.                                       |
| 07 47 13                                   | All       | ADD         | ADD attached 07 47 13.                                                                       |
| 08 52 00                                   | 2.1/D/1/a | MODIFY      | MODIFY paragraph a to read, “Operable Windows: Not more than 0.27 Btu/sq. ft. x. h x deg F.” |

**List of Attachments:**

- A. Notice to Bidders and Instruction to Bidders
- B. 07 47 13 - NATURAL SLATE RAINSCREEN CLADDING SYSTEMS

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC PRESERVATION

## NOTICE TO BIDDERS

Sealed bids for Restroom #3 at Robert H. Treman State Park, Town of Ithaca, Tompkins County, New York will be received by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP), via email at [MidState.Capital.Procurement@parks.ny.gov](mailto:MidState.Capital.Procurement@parks.ny.gov). Electronically submitted bids must only be attached in PDF format— hyperlinks will not be accepted. Note: There is a 20MB limit when submitting attachments via email. If email is not an option for the bidder an alternate address will be provided upon written request to a designated contact. Deadline for bid submission is 1:00 PM **local time, Wednesday, November 4, 2026**. Sealed bids will be publicly opened and read via **WebEx only** at 1:30 PM local time, Wednesday, November 4, 2026. The Contract D number should be clearly marked in the subject line of your email, along with the words “BID SUBMISSION”. Each bid must be prepared and submitted in accordance with the Instructions to Bidders and must be accompanied by a scanned Bid Security in the form of a certified check, bank check, or bid bond in the amount of: As shown below.

**Note:** The original hardcopy bid bonds for the two lowest bidders must be postmarked and sent via certified mail within 48 hours of receiving the bid summary from the Office.

|                                                                                                                                                                                                                                                                                                                |         |             |                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-------------|------------------------------------------------------------------|
| <b>General Construction Contract</b><br>Provide all labor, material, and equipment necessary for the construction and making operational of the Restroom #3 building, and miscellaneous site improvements as shown in the contract documents.<br>Engineer’s Estimate Range:<br>\$983,048.00 to \$1,330,007.00. | D006612 | \$57,850.00 | Fifty-Seven Thousand Eight Hundred Fifty Dollars and Zero Cents. |
| <b>Mechanical Contract</b><br>Provide all labor, material, and equipment necessary for installing and making operational all mechanical systems to include all required concrete mounting pads as shown in the contract documents.<br>Engineer’s Estimate Range:<br>\$87,086.00 to \$117,823.00.               | D006614 | \$5,150.00  | Five Thousand One Hundred Fifty Dollars and Zero Cents.          |
| <b>Electrical Contract</b><br>Provid all labor, material, and equipment necessary for installing and making                                                                                                                                                                                                    | D006613 | \$10,200.00 | Ten Thousand Two Hundred Dollars and Zero Cents.                 |

operational all electrical systems as shown in the contract documents.

Engineer's Estimate Range:  
\$172,877.00 to \$233,892.00.

**Plumbing Contract**

D006615

\$17,750.00

Seventeen Thousand Seven Hundred Fifty Dollars and Zero Cents.

Provide all labor, material, and equipment necessary for installing and making operational all plumbing systems as shown in the contract documents.

Engineer's Estimate Range:  
\$300,901.00 to \$407,102.00.

The Bid opening will be conducted **ONLY** via WebEx at the link listed below:

<https://meetny.gov.webex.com/meetny-gov/j.php?MTID=m5bbf89f02578d65620a61a1f08048cf9>.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION GOALS (MWBE)**

The following goals for MWBE participation on this project have been established at:

**General Construction – D006612**

|                                          |      |
|------------------------------------------|------|
| Minority Owned Business Enterprise (MBE) | 12 % |
| Women Owned Business Enterprise (WBE)    | 18 % |

**Electrical – D006613**

|                                          |      |
|------------------------------------------|------|
| Minority Owned Business Enterprise (MBE) | 16 % |
| Women Owned Business Enterprise (WBE)    | 14 % |

**Mechanical - D006614**

Contractor must make a Good Faith Effort (GFE) to obtain MWBE Suppliers and Subcontractors

**Plumbing - D006615**

|                                          |      |
|------------------------------------------|------|
| Minority Owned Business Enterprise (MBE) | 10 % |
| Women Owned Business Enterprise (WBE)    | 20 % |

**PUBLIC BUILDING LAW § 8(6)**

Pursuant to Public Building Law § 8(6), any contracts over \$5,000 for the work of construction, reconstruction, alteration, repair, or improvement of any State building, a responsible and reliable NYS-certified Minority or Women-Owned Business Enterprise that submits a bid within ten percent of the

lowest bid will be deemed the apparent low bidder provided that the bid is \$1,737,918 or less (maximum amount has been adjusted for inflation effective January 1, 2026). If more than one responsible and reliable MWBE firm meets the requirements, the MWBE firm with lowest bid will be deemed the apparent low bidder.

## **PROJECT COMPLETION**

The completion date for this project is 525 Days after agreement has been approved by the NYS Comptroller's Office.

Starting on the advertisement date, the Bidding and Contract Documents may be examined free of charge and obtained via email from Dawn Barker at [Dawn.Barker@parks.ny.gov](mailto:Dawn.Barker@parks.ny.gov).

In accordance with State Finance Law, Section 139-j, the following agency staff have been designated as contacts for this contract:

| <b><u>Name</u></b> | <b><u>Phone #</u></b> | <b><u>E-mail Address</u></b>                                                   |
|--------------------|-----------------------|--------------------------------------------------------------------------------|
| Brian Burnett      | (315) 479-3252        | <a href="mailto:Brian.Burnett@parks.ny.gov">Brian.Burnett@parks.ny.gov</a>     |
| Mikayla Elliott    | (607) 539-4049        | <a href="mailto:Mikayla.Elliott@parks.ny.gov">Mikayla.Elliott@parks.ny.gov</a> |
| Dawn Barker        | (315) 479-3234        | <a href="mailto:Dawn.Barker@parks.ny.gov">Dawn.Barker@parks.ny.gov</a>         |

Please note that contacting any other agency staff regarding this contract may be a violation of State Finance Law, Section 139-j, resulting in a determination of contractor non-responsibility.

## **GENDER-BASED VIOLENCE AND THE WORKPLACE CERTIFICATION effective November 2025**

Pursuant to New York State Finance Law §139-M, all bidders on competitive state procurements are required to certify that they maintain a written policy addressing gender-based violence in the workplace. (Please review the form for details regarding minimum requirements.) Each bid submission must include a signed and completed copy of the certification form. If an organization is unable to make the certification, a signed statement explaining the reason must be submitted with the bid. **Failure to include the completed form or explanatory statement with the bid submission will result in disqualification.** The template form will be provided with the bidding documents.

## **CONTRACTOR REGISTRY REQUIREMENT effective December 2024**

Newly established subsection 220-i to NYS Labor Law Article 8 requires contractors and subcontractors to register with the Bureau of Public Work and Prevailing Wage Enforcement for public work. Contractors must complete registration prior to bidding on public work projects covered under Article 8 of Labor Law.

The effective date of the registration requirement was **December 30, 2024**. Bidders must prove they are registered at the time of bid opening by submitting a digital copy of their company's registration certificate with their bid. **Failure to provide the registration certificate at bid opening will result in automatic disqualification.** The apparent low bidder will additionally be held responsible for providing copies of registration certificates for all subcontractors on their approved Utilization Plan before subcontractors commence work.

Please refer to this website for information: <https://dol.ny.gov/contractor-and-subcontractor-landing>  
The registration login page is found here: [Log In - Management System for Protecting Workers' Rights](#)

## **EXECUTIVE ORDER No. 16**

The successful bidder will be required to furnish an Executive Order No. 16 certification form prior to contract award.

The Executive Order can be found here: <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>

The Executive Order Certification Form can be found here:  
[https://ogs.ny.gov/system/files/documents/2022/04/eo16\\_certification.pdf](https://ogs.ny.gov/system/files/documents/2022/04/eo16_certification.pdf)

## **BONDS**

The successful bidder will be required to furnish a Performance Bond and a Labor and Material Bond/Payment Bond in the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law, each for 100% of the amount of the Contract.

All Requests For            1:00 PM            on    Friday, October 16, 2026  
Information (RFIs)  
are due by:

**RFIs received after this due date and time will not be processed.**

There will be a pre-bid meeting on: N/A

## **State's Rights to Proposals**

By submitting a bid, the Bidder agrees not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specifications, or because of any misinformation or lack of information. OPRHP reserves the right to exercise the following:

- Change any of the scheduled dates herein;
- Amend IFB requirement(s) after their release to correct errors or oversights, or to supply additional information as it becomes available;
- Withdraw the IFB, at its sole discretion without any obligation or liability to any vendor;
- Eliminate any mandatory, non-material requirement that cannot be complied with by all of the prospective Bidders;
- Evaluate, accept and/or reject any and all bids, in whole or in part, and to waive technicalities, irregularities, and omissions if, in OPRHP's judgement, the best interests of OPRHP will be served. In the event compliant bids are not received, OPRHP reserves the right to consider late or non-conforming bids as offers;
- Require the Bidder to demonstrate, to the satisfaction of OPRHP, any information presented as part of their proposal;
- Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of this solicitation;
- Disqualify any Bidder whose conduct and/or bid fails to conform to the requirements of the solicitation;

- Use proposal information obtained through OPRHP investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to OPRHP's request for clarifying information in the course of evaluation and selection under this IFB;
- Prior to the award, determine a tie breaking mechanism for award of the Contract to serve the best interests of OPRHP and the State of New York;
- Negotiate with the successful Bidder within the scope of the IFB to serve the best interests of OPRHP and the State of New York;
- Conduct Contract negotiations with the next ranked responsible Bidder, should OPRHP be unsuccessful in negotiating an Agreement with the selected Bidders;
- Move to the next ranked responsible low Bidder should the low bidder fail to implement the requirements of the bid;
- If OPRHP terminates the Contract for non-performance, OPRHP reserves the right, with the approval of the New York State Office of the Attorney General and the Office of the State Comptroller, to award a contract to the next highest ranked Bidder of the original bid submission within the first twelve months of the award;
- Utilize any and all ideas submitted in the bids received;
- Make an award under the IFB in whole or in part; and
- Seek revisions of bids.

Bids containing false or misleading statements, or which provide project contacts that do not support an attribute or condition claimed by a Bidder, may be disqualified from consideration. If, in the opinion of OPRHP, a statement is intended to mislead OPRHP in its evaluation of the bid, and the attribute, condition, or capability is a requirement of the IFB, the bid shall be disqualified from consideration.

### **Response to Bidder Questions and Requests for Clarification**

OPRHP will provide a written response to all substantive questions and requests for clarification.

### **Tie Bids**

In the event there is a tie final determination will be made by the OPRHP Deputy Commissioner for Capital.

### **Modification or Withdrawal of Bids**

Bid modifications that are submitted in writing and signed by an authorized representative of the bidding firm will be considered for award if received by OPRHP prior to the scheduled proposal due date. Bids may be withdrawn or cancelled prior to the scheduled proposal due date. A bid may be rejected by OPRHP: if it shows any alteration of terms, conditions, or requirements; for any other irregularities; if it is incomplete, or if it offers an alternate bid not invited by the specifications.

### **Freedom of Information Law**

Your bid to OPRHP, including accompanying documents, is subject to the Freedom of Information Law (FOIL) found in Article 6 of the N.Y. Public Officer Law. FOIL provides that certain records are exempt from disclosure, including those that contain (1) trade secrets, (2) information that, if disclosed, would cause substantial injury to the competitive position of your organization, or (3) critical infrastructure information. Records may be redacted to protect only the portions of documents that fall within a FOIL exemption. An entire document may not be withheld if only a portion of the document is exempt from disclosure. Blanket assertions that information is a trade secret, confidential, or proprietary are insufficient to justify withholding information under FOIL. If you identify information seeking an exemption from public disclosure due to the above-mentioned reasons such request will be reviewed, and a determination will be made as to whether the information is exempt from disclosure under FOIL. However, such submissions seeking non-disclosure will not be considered unless it is accompanied with an explanation justifying the privilege. The State's determination may be appealed pursuant to POL §89(5)(c). Pursuant to POL §87(2)(b), the State, without having to request it, will redact information that "if disclosed would constitute an unwarranted invasion of personal privacy."

### **Timely Submission**

The Bidders are solely responsible for timely delivery of their bid to the location set forth by the stated bid due date/time and are solely responsible for delays in receipt, including but not limited to those due to third-party carriers.

### **Bidder Proposal Clarification**

Prior to award, OPRHP reserves the right to seek clarifications, request proposal revisions, or to request any information deemed necessary for proper evaluation of proposals from all Bidders deemed to be eligible for Contract award. Failure of a bidder to cooperate with OPRHP's effort to clarify a proposal may result in the proposal being labeled as non-responsive and be given no further consideration.

Additionally, OPRHP reserves the right to use information submitted by the Bidder in response to OPRHP's request for clarifying information in the course of evaluation and selection under this IFB.

### **Bid Review and Contract Approval**

The Contract resulting from this IFB will not be effective until approved by the Office of the Attorney General and the Office of the State Comptroller.

### **Debriefing Sessions**

A debriefing is available to any entity that submitted a proposal or bid in response to a solicitation ("Bidder"). A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing.

Debriefing must be requested in writing by any bidder within fifteen (15) calendar days of OPRHP notifying the unsuccessful bidders that another vendor was selected.

A bidder's written request for a debriefing must be submitted to the designated contact listed on the cover of this IFB.

The debriefing will be scheduled within ten (10) business days of receipt of written request by OPRHP or as soon after that time as practicable under the circumstances.

### **Bid Protest Procedure**

OPRHP procedures for handling protests of bid awards are set forth in the Bid Protest Procedures which can be found at the end of this document.

### **Indemnification**

The Contractor agrees to indemnify, defend, save, and hold harmless the State of New York, OPRHP, and their officers, employees, and agents of and from any claims, demands, actions, or causes of action of any kind arising out of the services of the Contractor provided for in this agreement.

### **Solicitation**

This IFB is a solicitation to bid, not an offer of a contract.

# **Bid Protest Procedures**

It is the policy of the Office of Parks, Recreation and Historic Preservation (OPRHP) to provide bidders with an opportunity to administratively resolve disputes or inquiries related to OPRHP contract awards. Bidders are encouraged to seek resolution of disputes through consultation with the Designated Contact(s). After being notified of the results of this contract opportunity, any entity or individual that participated in the procurement may submit a protest of the resulting contract award.

OPRHP reserves the right to suspend, modify, or cancel this procurement at any time during the procurement process. OPRHP also reserves the right to waive or extend the deadlines in this procedure.

## **Submission of Formal Written Protests**

Protests must be received by the Designated Contact no later than five (5) business days after a debriefing or ten (10) business days after the written notice of selection or non-selection for contract award, whichever is later.

Protests must be submitted in writing, clearly marked as a protest on the envelope or in the email subject line, and include the following information:

1. Solicitation or contract number
2. Name, address, email address and telephone number of the filer
3. Detailed statement of the legal and factual grounds for the protest
4. Statement of the relief requested
5. Copies of relevant documents

## **Agency Response**

Within 30 business days of receipt of a protest, OPRHP's protest officer (the Director of Audit or her designee) will respond with a protest determination stating the agency's decision on the protest and the reasoning on which it is based. In making a determination, the protest officer will consider the legal and factual grounds stated in the protest, consult with the Designated Contact and appropriate program staff, and review all relevant documents.

## **Finality; Appeal**

For contract opportunities subject to the approval of the Office of the State Comptroller, the protesting party may appeal OPRHP's protest determination to the Office of the State Comptroller in accordance with the regulations contained in Part 24 of Title 2 of the New York Codes, Rules and Regulations.

For contract opportunities that are not subject to the approval of the Office of the State Comptroller, OPRHP's protest determination is the conclusive and final determination of the protest.

Nothing in these bid protest procedures is intended to limit or impair the rights of any bidder to seek and pursue remedies of law through the judicial process.

NEW YORK STATE OFFICE OF PARKS, RECREATION AND HISTORIC  
PRESERVATION

# INSTRUCTIONS TO BIDDERS

## **EXAMINATION OF DOCUMENTS**

Carefully examine and be familiar with the Bidding and Contract Documents.

Examine the information concerning subsurface or other latent physical conditions. It is presented in good faith but is not intended as a substitute for personal investigation, interpretations or judgment of the Contractor.

## **VISIT TO THE SITE**

Visit the site of the work prior to submitting bid. Phone Designated Contact listed on the Notice to Bidders for appointment 24 hours in advance of visit. For further information on site visit instructions, please refer to the Notice To Bidders.

Become familiar with restrictions and regulations relating to the Facility. Existing restrictions and regulations will not be considered as grounds for any additional cost over the Contract sum.

Assume the risk of encountering any subsurface or other latent physical condition which can be reasonably anticipated on the basis of documentary information provided by the Office of Parks, Recreation and Historic Preservation (the Office) and from inspection and examination of the site.

Interpretations of Contract Documents by Facility personnel are not binding.

## **RESOLUTION OF DISCREPANCIES AND AMBIGUITIES**

Direct all questions regarding the intent or meaning of the drawings or specifications to the contact person identified on the cover of the Contract Documents. Such an inquiry may be telephoned or submitted in writing using provided RFI form. The reply to such an inquiry, when deemed necessary, will be communicated by Addendum to all persons who have obtained drawings and specifications.

Pre-bid inquiries answered by means other than Addenda will not be binding.

## **PREPARATION OF BIDS**

Bidders shall submit bids on the official form furnished by the Office. Make no changes of any kind in the bid form phraseology, or anywhere on the bid form. Fill in all blank spaces legibly and in ink. Once the form has been completed in ink, bidders shall scan and email the bid form and

bid security to the email address listed on the Notice to Bidders. The document must be in PDF format – any hyperlink to the file will not be accepted. Please note, there is a 20MB limit when submitting attachments via email. If email is not available to the bidder, an address for hard copies can be obtained from the designated contact identified on the Notice to Bidders. All amounts shall be given in full in both writing and also in figures. In case of a discrepancy between the amount written in words and that given in figures, the amount written in words is binding. Make no erasures on the bid form. If a mistake is made, use a new bid form. New forms may be obtained at the email address shown on the Notice to Bidders.

When the Contract Documents require alternate price quotations, indicate the amounts to be added to or deducted from the base bid. If the work is to be performed at no change in cost, indicate the word "NONE". Any bid which fails to indicate a sum or the word "NONE", shall be considered informal and may be rejected.

Sign the bid form in the space provided. An officer or a principal of a corporation or a partnership signing for the bidder shall print or type the legal name of the person, partnership or corporation on the line provided and place his or her signature after "SIGN BID HERE". The same procedure shall apply to the bid of a joint venture by two or more firms, except that the signature and title of an officer or a principal of each member firm of the joint venture shall be required.

Note in the spaces provided on the bid form, the Addenda, by numbers and dates, which have been received. If no Addenda have been received, insert the word "NONE".

### **ADDRESS OF PROSPECTIVE BIDDER**

Use street address in addition to a Post Office Box address (if any).

### **BID SECURITY INFORMATION**

Bid Security, in the amount shown on the Notice to Bidders, is required to be submitted with the bid as a guarantee that the bidder will enter into the Contract if awarded, and that the bidder will furnish all required information to enter into the Contract within ten days after receipt of notice of award. All bidders are required to scan their bid security and include the copy with their electronically submitted bid. The document must be in PDF format – any hyperlink to the file will not be accepted. Please note, there is a 20MB limit when submitting attachments via email. Bid Security shall consist of a bid bond or a certified check or a bank check drawn upon a legally incorporated bank or trust company and payable to the Office of Parks, Recreation and Historic Preservation. The bid bond must be from a Surety company approved by the State. The form of any bid bond and the surety issuing it shall be subject to the approval of the Office. The original hardcopy bid bonds for the two lowest bidders must be postmarked and sent via certified mail within 48 hours of receiving the bid summary from the Office. The Bid Security of the two lowest bidders will be returned upon the acceptance of the Performance and the Labor and Material Bonds and the execution of the Contract by the lowest bidder. The Bid Security of all other bidders will be returned as soon as possible after the low bidder is determined.

## **NEW YORK STATE BUSINESSES INFORMATION**

Contractors are encouraged to use and work with New York State Businesses. Accordingly, bidders are required to complete and submit the form which will allow us to track this information. Please complete and include the form “Encouraging Use of New York State Businesses in Contract Performance” with your bid. The apparent low bidder will be asked to identify the New York State businesses that will be used.

## **SUBMISSION OF BID**

Submit Bid Form and Bid Security, if required in the Notice to Bidders, via scanned hard copies to the email listed in the notice to bidders.

The Contract D number and Company Name should be clearly marked in the subject line of the email, along with the words “BID SUBMISSIONS”.

All bids must be received at or before the time specified on the Notice to Bidders, whether to the email address or the physical mailing address designated for bid opening. **Failure to include an electronic copy of your DOL registration certificate AND a completed/signed copy of the Gender-Based Violence and the Workplace Certification with your bid by the bid opening date and time WILL result in disqualification.**

A late bid will be considered if (1) its arrival at the place designated after the time specified can be shown by documentary or other proofs to be due to the mishandling by employees of the Office and

(2) that absent such mishandling, the bid would have arrived timely. Delays in the U.S. Mail or any other means of transmittal, including by couriers or agents of the State of New York (State), other than employees of the Office will not suffice to excuse late arrival.

A late bid not eligible for consideration will be returned unopened with notification of the reason for its refusal.

## **MODIFICATION OF BID**

Bid modifications by amendment may be considered on condition that:

1. The amendment arrives before the time set for the bid opening.
2. The amendment is in writing and signed by the bidder.
3. The bid, as amended, conforms in all respects with the Contract Documents.

## **WITHDRAWAL OF BID**

A bid may be withdrawn at any time prior to the time specified for opening.

After the bid opening, a bidder may request the withdrawal of its bid by a written application on the grounds of a demonstrable mistake. Such written application must be made within seven days after the bid opening unless the Office, at its sole discretion, grants a time extension. Upon receiving such written application, the Office will review and decide the bidder's withdrawal request based on the three elements below. A bid may be withdrawn if, before any detrimental change of position by the State has occurred, the bidder establishes that:

1. a verifiable error occurred in the computation of the bid, and
2. absent the mistake the bid would have been substantially higher, and
3. if directed to proceed with the Contract at the price set forth in the bid, the bidder would suffer a substantial loss on the contract.

Each element must be proven by clear and convincing evidence in order to justify withdrawal. The judgment of the Office shall be final and conclusive. Should the judgment be against allowing withdrawal, then the failure of the bidder to proceed would be cause for forfeiture of its bid bond.

## **DISQUALIFICATION OF BIDDERS**

The State reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder.

## **OPENING OF BIDS**

Bids shall be opened as announced in the Notice to Bidders. Bidders or their authorized agents are invited to attend via Webex.

## **AWARD OF CONTRACT**

The Contract may be awarded to the lowest responsible and reliable bidder as will best promote public interest.

If alternates are included in the bidding documents, the Office reserves the right to accept or reject any or all alternates. The lowest bid will be determined by the sum of the base bid and, where applicable, the accepted alternates and/or unit pricing in the manner prescribed on the Bid Form.

If alternate base bids are indicated in the bidding documents, the low bid will be determined by the lowest amount bid for any of the alternate base bids.

The Office reserves the right to reject any or all bids, and advertise for new bids, if in its opinion the best interest of the Office will hereby be promoted. In the event that all bids are rejected, each bidder will be so notified.

No later than 45 days after the bid opening, the Office shall accept bids or reject all bids. Written notification of acceptance with the final Contract shall be emailed or delivered to the selected bidder. If the selected bidder fails to execute and return the Contract with the bidder's Performance Bond, Labor and Material Bond, and Certificate of Insurance, within ten days of receipt of notification, the Office shall have the right to reject the bid and select next lowest bidder. In this case, the Bid Security of the first bidder shall be forfeit.

## **INFORMALITIES**

Any bid which fails to conform to the requirements of the Bidding and Contract Documents may be rejected.

The Commissioner or Commissioner's Representative reserves the right to waive as an informality any irregularity contained in any bid or afford the bidder an opportunity to remedy any deficiency resulting from a minor irregularity.

## **EQUAL EMPLOYMENT OPPORTUNITY**

If the value of this contract exceeds \$25,000, no later than seven days after being notified of the award of the contract, the Bidder shall submit an Equal Employment Opportunity Policy Statement on a form to be provided by the Office.

## **DETERMINATION OF CONTRACTOR'S RESPONSIBILITY**

1. The State Finance Law requires that contracts for public work in the State of New York be awarded to the lowest responsible and reliable bidders as will best promote the public interest.
2. In order to assist the State in determining the responsibility and reliability of the apparent low bidder for any competitively bid contract of \$100,000 or more, and any proposed subcontract work valued at \$100,000 or more, each apparent low bidder and all proposed subcontractors will be required to submit a "New York State Vendor Responsibility Questionnaire For-Profit Construction" (Form CCA-2) prior to contract award or subcontractor approval.
3. The apparent low bidder must submit a completed "New York State Vendor Responsibility Questionnaire For-Profit Construction" (Form CCA-2) to the foregoing address within 24 hours after the bids are opened.
4. The Office recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System, however, vendors may

choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at : [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Office of Parks Recreation and Historic Preservation (if not included already in these documents).

## 5. **ADDITIONAL CONTRACTOR RESPONSIBILITY**

- (A) Contractor shall at all times during the Contract term remain a responsible vendor. Contractor agrees, if requested by the Office, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity to carry out the terms of this Contract.
- (B) The Office reserves the right to suspend any or all activities under this Contract, at any time, when the Office discovers information that calls into question the responsibility of Contractor. In the event of such suspension, Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Contractor must comply with the terms of the suspension order. Contractual activities may resume at such time as the Office issues a written notice authorizing resumption of contractual activities.
- (C) Notwithstanding the provision of Article 15 of the General Conditions of the Contract pertaining to Termination and Revocation, upon written notice to Contractor and a reasonable opportunity to be heard with appropriate Office staff, this Contract may be terminated by the Office at Contractor's expense where Contractor is determined by the Office to be non-responsible. In such event, State Parks may pursue available legal or equitable remedies for breach.

## **OMNIBUS PROCUREMENT ACT OF 1992**

- 1. It is the policy of the New York State Office of Parks, Recreation and Historic Preservation to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned enterprises, as bidders, subcontractors and suppliers on its procurement contracts.
- 2. Information on the availability of New York State subcontractors and suppliers is available from:
  - NYS Department of Economic Development
  - Division for Small Business
  - One Commerce Plaza, 9<sup>th</sup> Floor

Albany, NY 12245  
Telephone: (212) 803-3149

E-mail: [nylovessmbiz@esd.ny.gov](mailto:nylovessmbiz@esd.ny.gov)

NOTE: Companies requesting lists of potential subcontractors and suppliers are encouraged to identify the NAICS code, size and location of vendors.

3. A directory of certified minority and women-owned business enterprises is available online at <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp> or from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
625 Broadway  
Albany, New York 12207  
Telephone: (646) 846-7364

E-mail: [MWBEBusinessDev@esd.ny.gov](mailto:MWBEBusinessDev@esd.ny.gov)

4. Bidders located in foreign countries are hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this procurement contract to third parties located in New York State. The successful contractor shall agree to cooperate with the State in efforts to get foreign countries to recognize offset credits created by the procurement contract.
5. When the bid amount is equal to or greater than \$1,000,000, the bidder is required to certify compliance with the Omnibus Procurement Act of 1992 to the Office in its bid proposal.
6. The apparent low bidder will be required to submit documentation of such compliance with the requested documents.

## **WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS**

A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the contract, whether performed by the contractor or the subcontractor is required for all contracts. See Article 21.3 of the General Conditions.

## **ELECTRONIC PAYMENTS**

Per the General Conditions article 23 section 12, the Office **requires** all Contractors and Vendors doing business with New York State to enroll in and receive payments electronically.

Visit the State Comptroller's website: <http://www.osc.state.ny.us/vendors/index.htm#epayment> to enroll in the ePayments Program.

## **FORMS**

Various provisions of the bidding and contract documents may require a bidder or contractor to submit certain forms. Not all forms will be required of all bidders, and some forms, such as Bid Bonds, Performance Bonds and Labor and Material Bonds will generally be provided by others(e.g., the American Institute of Architects - AIA). However, samples and/or copies of all forms are available from the Contact Person(s) designated on the first page of the Bidding and Contract documents. Forms available from the Contact Person include but are not limited to: Reporting forms for State and Federal programs which provide for participation by minority group members and women as suppliers, subcontractors and employees; Contractor's Monthly Activity Report and Application for Payment; Certificate of Acceptance (final payment); Prime Contractor's Certification; Subcontractor's Certification; Workers Compensation and Payroll Forms.

## **SECTION 07 47 13**

### **NATURAL SLATE RAINSCEEN CLADDING SYSTEMS**

#### **PART 1 - GENERAL**

##### **1.1 DEFINITIONS**

- A. Cladding System Assembly: Cladding materials, attachment system components, integral flashings, miscellaneous metal framing, and accessories necessary for a complete façade assembly.

##### **1.2 COORDINATION**

- A. Coordinate slate cladding system installation with construction of other adjoining work to ensure proper sequencing and to provide a secure and noncorrosive installation.

##### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product and component included in slate cladding system.
- B. Shop Drawings: Show details of relationship of materials with adjacent construction, including fastening and anchorage connection details.
  - 1. Include layout, spacings, sizes, and thicknesses of slate cladding systems and fastening and anchorage details, including mechanical fasteners.
  - 2. Indicate accessories, connection details, and attachment to adjoining Work.
- C. Samples: For slate cladding tiles; full size.

##### **1.4 INFORMATIONAL SUBMITTALS**

- A. Qualification Data: For manufacturer.
- B. Product Test Reports: For each listed product.
- C. Sample Warranty: For manufacturer's materials warranty.

##### **1.5 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For slate cladding tiles, to include in maintenance manuals.
- B. Material warranties.

## **1.6 MAINTENANCE MATERIAL SUBMITTALS**

- A. Furnish extra materials that match products installed, identified with labels describing contents.
  - 1. Slate Cladding Tiles: 100 sq. ft. of each size used in Project.

## **1.7 QUALITY ASSURANCE**

- A. Qualifications:
  - 1. Manufacturer: Current Technical Engineering Report holder as manufacturer of slate cladding systems from independent testing agency.
- B. Product Tests: Certificates or data from a qualified independent testing agency indicating slate cladding systems comply with requirements.

## **1.8 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver materials to Project site in manufacturer's original, unopened, undamaged containers with identification labels intact.
- B. Comply with manufacturer's written instructions for storage and handling to prevent breakage, bending, warping, twisting, and surface, edge, or corner damage.
- C. Protect components from weather damage.

## **1.9 FIELD CONDITIONS**

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of this Work in accordance with manufacturer's written installation instructions.

## **1.10 WARRANTY**

- A. Material Warranty: Manufacturer agrees to repair or replace slate cladding tiles that fail in materials and/or workmanship related to shape integrity, moisture, breakage, and burning resistance for normal residential use within specified warranty period.
  - 1. Shape Integrity: Any tile will resist warping.
  - 2. Water Resistance: Any tile will resist water passage under normal weather conditions.
  - 3. Breakage Resistance: Any tile will resist breakage.
  - 4. Burn Resistance: Any tile will resist burning.
  - 5. Warranty Period: 100 years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 SOURCE LIMITATIONS**

- A. Provide components and materials specified in this Section from single manufacturer for a complete and compatible assembly.

### **2.2 PERFORMANCE REQUIREMENTS**

- A. Exterior Fire-Test Exposure: Provide slate cladding tiles and related materials identical to those of assemblies tested for Class A fire resistance in accordance with ASTM E108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.
- B. Structural Performance: Provide natural slate rainscreen cladding systems tested in accordance with ASTM E330/E330M and certified to be without permanent deformation or failure of structural members in accordance with design wind velocities for Project geographic location and probability of occurrence based on data from wind velocity maps provided in ASCE 7 and as approved by authorities having jurisdiction (AHJ).
  - 1. Design Loads: As indicated on Drawings.
- C. Temperature Range: Comply with structural loading requirements within temperature range of minus 55 to plus 180 deg F.

### **2.3 NATURAL SLATE RAINSCREEN CLADDING**

- A. Basis-of-Design Product: Subject to compliance with requirements, provide CUPACLAD; DIREcT APPLY Logic Natural Slate Rainscreen Cladding or comparable product by one of the following:
- B. Slate Cladding Tiles: Manufacturer's standard noncombustible natural charcoal black/gray colored, cleft-faced slate tiles; hard, dense, and sound; with chamfered edges and predrilled fastener holes.
  - 1. Thickness: Nominal 1/4 to 3/8 inch
  - 2. Size: Nominal 16 by 8 inches

### **2.4 SUPPORT SYSTEM AND ACCESSORY COMPONENTS**

- A. Support System: 1/4" neoprene shims, VaproShims, as recommended in writing by the slate cladding manufacturer, providing a drainage plane for the slate. Install per manufacture recommendations
- B. Continuous Insulation (CI): As specified in Section 07 21 00 "Thermal Insulation."

- C. Finishing Accessories and Trim: Metal trim, angles, and similar components to meet performance requirements at corners, transitions, and rough openings.
- D. Fasteners: Stainless steel self-tapping and self-drilling screws and other fasteners as recommended in writing by slate cladding manufacturer that are suitable for and compatible with system materials. Number, size, and type of fasteners to meet performance requirements.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, supports, and other conditions affecting performance of the Work.
  - 1. Verify that air barrier has been installed over substrate surfaces to prevent air infiltration and water penetration.
- B. Examine roughing-in for components and systems penetrating slate cladding system to verify actual locations of penetrations relative to seam locations of slate cladding tiles before installation.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

### **3.2 PREPARATION**

- A. Clean substrate surfaces thoroughly prior to installation.

### **3.3 INSTALLATION**

- A. Install cladding support system in accordance with manufacturer's written instructions, approved submittals, and the following:
  - 1. Install in proper relationship with adjacent materials.
  - 2. Install slate cladding system level, plumb, and square within 1/8 inch in 20 ft. noncumulative allowable tolerance.
- B. Install slate cladding tiles in accordance with manufacturer's written instructions, approved submittals, and in patterns, sizes, and locations as indicated on Drawings.
- C. Install finishing accessories and trim at rough openings and edges to properly terminate slate cladding system.

**3.4 CLEANING AND PROTECTION**

- A. On completion of slate cladding system installation, clean finished surfaces as recommended by manufacturer. Maintain in a clean condition during construction.
- B. Replace slate cladding system components that have been damaged or have deteriorated beyond successful repair.

**END OF SECTION**