



NEW YORK CITY DEPARTMENT OF CORRECTION

Joseph Ponte, Commissioner

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ADDENDUM # 1

Furnishing of all Labor, Material and
Equipment Necessary and Required for:
**Maintenance of Elevators Department-Wide
PIN 072201513SSD**

Dear Prospective Bidder:

Pursuant to §3-02(i) of the Procurement Policy Board (PPB) Rules, the Department Correction (DOC) is issuing **Addendum # 1 Maintenance of Elevators Department-Wide PIN 072201513SSD**.

1. **Question:** The contract is a fixed price contract for three years. The contractor is required to pay the prevailing wage which will increase each year of the contract. We do not know what the increase will be. If the DOC were to allow prevailing wage increases it would be more equitable to both the DOC and the contractor since the increase would be documented by a public source.

Answer: The awarded contractor may request a price adjustment based on the prevailing wage rates at the time of the renewal. The references to the Consumer Price Index in Article 7 of Part D shall not apply.

2. **Question:** This contract has a provision for a discount from manufacturer's list price. Some manufacturers offer discounts and others do not. This confuses the bidding process and will confuse the billing and payment process. In our opinion an invoice + markup is the most efficient way to approach this issue.

Answer: Bidders are requested to provide an average discount off of manufacturer's or distributors price list, whichever is less, which will be applied uniformly to all parts for which there are manufacturer's or distributors list prices. See revised Bid sheets and page C-20.

3. **Question:** There is a 5% retainage on the each invoice. Why? When the work is completed we expect to get paid. In other city contracts the contractor are allowed to submit a bond for the 5%. Is this acceptable? Also, there is a 1% retainage on the maintenance & guaranty security. Can a bond be submitted to satisfy this requirement or can it be deleted from the contract?

Answer: The retainage requirement of 5% is deleted. The retainage requirement of 1% for maintenance and guaranty is deleted. See revised Schedule A.

4. **Question:** On page C41 Maintenance Painting is this part of the monthly elevator maintenance price?

Answer: A bid line item has been added for painting of each elevator. See revised Bid Sheets B-6 through B-9.


Deputy ACCO

Please sign below in acknowledgment of this addendum. ***Submit this addendum with your bid.**

I Acknowledge Receipt of this Addendum.

Bidder/Company Name (Print)

Authorized Representative (Print Name)

Authorized Representative (Signature)

Date

**Maintenance and Repair of Elevators at Dept. of Correction Facilities
MONTHLY MAINTENANCE PRICING SHEET**

DEVICE COUNT	FACILITY	DEVICE NUMBER	FACILITY CAR #	ELEVATOR USAGE	LOCATION IN FACILITY	FLOORS SERVICED	CAPACITY & SPEED	DOOR OPENING STYLE	MACHINE MFR	MACHINE TYPE	CONTROL MFR	PRICE PER MONTH	PRICE FOR ONE TIME PAINTING
1	AMKC 18-18 HAZEN ST. RIKERS	4P10292	DORM 1	FOOD SERVICE	DORM 1	1 TO 2	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	MCE		
2		4P5990	MOD 1	FOOD SERVICE	MOD 1	1 TO 2	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	MCE		
3		4P10287	BLDG 1	FOOD SERVICE	BLDG 1	1 TO 2	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	MCE		
4		4P10291	BLDG 2	FOOD SERVICE	BLDG 2	1 TO 2	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	MCE		
5		4P10288	BLDG 3	FOOD SERVICE	BLDG 3	1 TO 2	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	MCE		
6		4P10289	BLDG 4	FOOD SERVICE	BLDG 4	1 TO 2	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	MCE		
7		4P10290	BLDG 5	FOOD SERVICE	BLDG 5	1 TO 2	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	DOVER		
8		4P6011	MOD 17	FOOD SERVICE	MOD 17 ENTRANCE	B TO 1	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	DOVER		
9		4P6013	MOD 18	FOOD SERVICE	MOD 18 ENTRANCE	B TO 1	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	DOVER		
10		4P6014	MOD 19	FOOD SERVICE	MOD 19 ENTRANCE	B TO 1	4500LBS/80FPM	2 SPEED SLIDE	DOVER	HYDRO	DOVER		
11	BKDC 275 ATLANTIC AVE BROOKLYN	3P4954	#1 CAR	PASSENGERS	MAIN	B, 1-2,3M-11	3000LBS/500FPM	CENTER OPEN	WEST.	GEARLESS	MCE		
12		3P4955	#2 CAR	PASSENGERS	MAIN	B, 1 TO 11	3000LBS/500FPM	CENTER OPEN	WEST.	GEARLESS	MCE		
13		3P4956	#3 CAR	PASSENGERS	MAIN	B, 1 TO 11	3000LBS/500FPM	CENTER OPEN	WEST.	GEARLESS	MCE		
14		3P4957	#4 CAR	PASSENGERS	MAIN	B, 1 TO 11	3000LBS/500FPM	CENTER OPEN	WEST.	GEARLESS	MCE		
15		3P4958	KITCHEN CAR	FREIGHT	KITCHEN	B,DOCK, 3	2500LBS/60FPM	2 SPEED SLIDE	VIRGINIA	HYDRO			
16		3F5282	FREIGHT	FREIGHT	MAIN	B - DOCK	4000LBS/100FPM	VERT. BI-PART.	PEELE	GEARED	MCE		
17		3P11357	VISIT CAR	PASSENGERS	VISIT HOUSE	1 TO 2	LBS/60FPM	CENTER OPEN	SCHINDLER	HYDRO	SCHINDLER		
18	EMTC 10-10 HAZEN ST. RIKERS	4F6008	EAST	FREIGHT	INTAKE	B, 1	1500LBS/60FPM	VERT. BI-PART.	MAGNATEK	HYDRO	MAGNATEK		
19		4F6009	WEST	FREIGHT	STAIRWAY 4	1, 2	1500LBS/60FPM	VERT. BI-PART.	MAGNATEK	HYDRO	MAGNATEK		
20		4F6007	NORTH	FREIGHT	STOREHOUSE	B, KTCHN	1500LBS/60FPM	VERT. BI-PART.	MAGNATEK	HYDRO	MAGNATEK		
21	GMDC 15-15 HAZEN ST. RIKERS	4P361	CAR #1	FOOD/PASSENGERS	MAIN	B, 1, 2	4000LBS/60FPM	2 SPEED SLIDE	GLOBAL	HYDRO	MCE		
22		4P362	CAR #2	FOOD/PASSENGERS	MAIN	B, 1, 2	4000LBS/60FPM	2 SPEED SLIDE	TARDIF	HYDRO	MCE		
23		2F878	FREIGHT	FREIGHT	MAIN	B, DOCK	4000LBS/60FPM	VERT. BI-PART.	GT	HYDRO	MCE		
24		4P2116	DORM 2	FOOD/PASSENGERS	MAIN	B, DOCK	2500LBS/60FPM	2 SPEED SLIDE	PEELE	HYDRO	OTIS		
25			D/W # 1	DUMB WAITER	BLDG # 1		TBD		TBD		TBD		
26			D/W # 2	DUMB WAITER	BLDG # 2		TBD		TBD		TBD		
27			D/W # 3	DUMB WAITER	BLDG # 3		TBD		TBD		TBD		
28			D/W # 4	DUMB WAITER	BLDG # 4		TBD		TBD		TBD		
29			D/W # 5	DUMB WAITER	BLDG # 5		TBD		TBD		TBD		
30			D/W # 6	DUMB WAITER	BLDG # 6		TBD		TBD		TBD		
31			D/W # 7 Visit	DUMB WAITER	VISIT HOUSE	B TO DOCK	200LBS/50FPM	VERT. BI-PART.		GEARED			
32	GRVC 09-09 HAZEN ST. RIKERS	4P5902	#1	FOOD/PASSENGERS	200-BED	B, 1, 2, 3	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		
33		4P5900	#2	FOOD/PASSENGERS	200-BED	B, 1, 2	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		
34		4P5901	#3	FOOD/PASSENGERS	200-BED	B, 1, 2	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		
35		4P5903	#4	FOOD/PASSENGERS	200-BED	B, 1, 2, 3	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		
36		4P5898	#5	FOOD/PASSENGERS	300-BED	B, 1, 2, 3	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		

(Device data for general pricing guidance only
actual data may vary slightly)

Revised Addendum #1

**Maintenance and Repair of Elevators at Dept. of Correction Facilities
MONTHLY MAINTENANCE PRICING SHEET**

DEVICE COUNT	FACILITY	DEVICE NUMBER	FACILITY CAR #	ELEVATOR USAGE	LOCATION IN FACILITY	FLOORS SERVICED	CAPACITY & SPEED	DOOR OPENING STYLE	MACHINE MFR	MACHINE TYPE	CONTROL MFR	PRICE PER MONTH	PRICE FOR ONE TIME PAINTING
37		4P5896	#6	FOOD/PASSENGERS	300-BED	B, 1, 2	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		
38		4P5897	#7	FOOD/PASSENGERS	300-BED	B, 1, 2	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		
39		4P5899	#8	FOOD/PASSENGERS	300-BED	B, 1, 2, 3	3500LBS/350FPM	CENTER OPEN	DOVER	GEARED	MCE		
40	MDC 125 WHITE ST. MANHATTAN	1P20786	PS-1	PASSENGERS	SOUTH TOWER	B TO 11	3000LBS/500FPM	2 SPEED SLIDE	OTIS	GEARLESS	MCE		
41		1P20787	PS-2	PASSENGERS	SOUTH TOWER	B TO 11	3000LBS/500FPM	2 SPEED SLIDE	OTIS	GEARLESS	MCE		
42		1P20788	PS-3	FOOD/PASSENGERS	SOUTH TOWER	B TO 11	3000LBS/500FPM	2 SPEED SLIDE	OTIS	GEARLESS	MCE		
43		1P20789	PS-4	FOOD/PASSENGERS	SOUTH TOWER	B TO 11	3000LBS/500FPM	2 SPEED SLIDE	OTIS	GEARLESS	MCE		
44		1P20796	PS-5	PASSENGERS	SOUTH TOWER	B TO 2	2500LBS/100FPM	2 SPEED SLIDE	OTIS	GEARED	OTIS		
45		1F830	FREIGHT	FREIGHT	SOUTH TOWER	B TO DOCK	4000LBS/100FPM	VERT. BI-PART.	PEELE	GEARED	MCE		
46		1P35346	PE-1	FOOD SERVICE	NORTH TOWER	B, 1 TO 9 & R	5000LBS/350FPM	2 SPEED SLIDE	TEXAS	GEARED	MCE		
47		1P35347	PE-2	PASSENGERS	NORTH TOWER	B,1,2,4-9 & R	4000LBS/350FPM	2 SPEED SLIDE	TEXAS	GEARED	MCE		
48		1P35348	PE-3	PASSENGERS	NORTH TOWER	B,1,2,4-9 & R	4000LBS/350FPM	2 SPEED SLIDE	TEXAS	GEARED	MCE		
49		1P35349	PE-4	PASSENGERS	NORTH TOWER	B,1,2,4-9 & R	4000LBS/350FPM	2 SPEED SLIDE	TEXAS	GEARED	MCE		
50		1P35350	PE-5	PASSENGERS	NORTH TOWER	B,1,2,4-9 & R	4000LBS/350FPM	2 SPEED SLIDE	TEXAS	GEARED	MCE		
51		1F5602	KITCHEN CAR	FREIGHT	NORTH TOWER	B TO DOCK	2500LBS/100FPM	2 SPEED SLIDE	MAINCO	HYDRO	O'THOM.		
52		1P35817	GARBAGE	GARBAGE	NORTH TOWER	B TO DOCK	1200LBS/100FPM	2 SPEED SLIDE	MAINCO	HYDRO	O'THOM.		
53			VISIT HOUSE	DUMB WAITER	NORTH TOWER	B TO DOCK	200LBS/50FPM	VERT. BI-PART.	MATOT	GEARED	MATOT		
54	NIC, 15-00 HAZEN ST.	4P4046	SOUTH	FOOD/PASSENGERS	MAIN	1 TO 6	3500LBS/200FPM	2 SPEED SLIDE	HERK	GEARED	O'THOM.		
55	RIKERS	4P1617	NORTH	FOOD/PASSENGERS	MAIN	B, 1 TO 7	4500LBS/200FPM	2 SPEED SLIDE	HERK	B/GEARED	MCE		
56	OBCC 16-00 HAZEN ST. RIKERS	4P5566	ANNEX #1	FOOD/PASSENGERS	ANNEX	1 TO 5	4000LBS/90FPM	2 SPEED SLIDE	WEST.	HYDRO	MCE		
57		4P5567	ANNEX #2	FOOD/PASSENGERS	ANNEX	1, 3, 5	4000LBS/90FPM	2 SPEED SLIDE	WEST.	HYDRO	MCE		
58		4P5942	CPSU #1	FOOD/PASSENGERS	CPSU	B TO 5	5000LBS/350FPM	2 SPEED SLIDE	OTIS	GEARED	MCE		
59		4P5943	CPSU #2	FOOD/PASSENGERS	CPSU	B TO 5	5000LBS/350FPM	2 SPEED SLIDE	OTIS	GEARED	MCE		
60		4P5944	CPSU #3	FOOD/PASSENGERS	CPSU	1 TO 5	5000LBS/350FPM	2 SPEED SLIDE	OTIS	GEARED	MCE		
61		4P5945	CPSU #4	FOOD/PASSENGERS	CPSU	1 TO 5	5000LBS/350FPM	2 SPEED SLIDE	OTIS	GEARED	MCE		
62		4P5946	CPSU #5	FOOD/PASSENGERS	CPSU	1 TO 5	5000LBS/350FPM	2 SPEED SLIDE	OTIS	GEARED	MCE		
63	QDC 126-02 82ND AVE. QUEENS	4P3187	#13	PASSENGERS	MAIN	B, 1 TO 8	3000LBS/500FPM	CENTER OPEN	OTIS	GEARLESS	OTIS		
64		4P3188	#14	PASSENGERS	MAIN	B, 1 TO 8	3000LBS/500FPM	CENTER OPEN	OTIS	GEARLESS	OTIS		
65		4P3189	#15	PASSENGERS	MAIN	B, 1 TO 8	3000LBS/500FPM	CENTER OPEN	OTIS	GEARLESS	OTIS		
66		4F789	#16	FREIGHT	LOADING DOCK	B, 1, 2	3000LBS/60FPM	VERT. BI-PART.	PELLE	HYDRO	HERK		
67		4F790	#17	KITCHEN FREIGHT	LOADING DOCK	1, 2	3000LBS/600FPM	VERT. BI-PART.	ELEV PLUS	HYDRO	MCE		
68	RMSC 11-11 HAZEN ST. RIKERS	2P10975	#1	FOOD/PASSENGERS	800 BED ANX	B TO 2	LBS/FPM	CENTER OPEN	GALAXY		GAL		
69		2P10976	#2	FOOD/PASSENGERS	800 BED ANX	B TO 2	LBS/FPM	CENTER OPEN	GALAXY		GAL		
70		2P10977	#3	FOOD/PASSENGERS	800 BED ANX	B TO 2	LBS/FPM	CENTER OPEN	GALAXY		GAL		
71		2P10978	#4	FOOD/PASSENGERS	800 BED ANX	B TO 2	LBS/FPM	CENTER OPEN	GALAXY		GAL		
72	RNDC	2P4750	SCHOOL #1	FOOD/PASSENGERS	MAIN BLDG	B TO 2	LBS/FPM	2 SPEED SLIDE	OTIS	HYDRO	MCE		
73	11-11 HAZEN ST.	2P4751	SCHOOL #2	FOOD/PASSENGERS	MAIN BLDG	B TO 2	LBS/FPM	2 SPEED SLIDE	OTIS	HYDRO	MCE		
74	RIKERS	4F897	FREIGHT	FREIGHT	LOADING DOCK	B TO 2	4000 LBS/FPM	VERT. BI-PART.	BURLINGTON	HYDRO	MCE		

(Device data for general pricing guidance only
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Revised Addendum #1

**Maintenance and Repair of Elevators at Dept. of Correction Facilities
MONTHLY MAINTENANCE PRICING SHEET**

DEVICE COUNT	FACILITY	DEVICE NUMBER	FACILITY CAR #	ELEVATOR USAGE	LOCATION IN FACILITY	FLOORS SERVICED	CAPACITY & SPEED	DOOR OPENING STYLE	MACHINE MFR	MACHINE TYPE	CONTROL MFR	PRICE PER MONTH	PRICE FOR ONE TIME PAINTING
75		2P10449	PANTRY 1	FOOD SERVICE	BLDG. 1	B TO 2	4000 LBS/FPM	2 SPEED SLIDE	GEN. ELEC	HYDRO	MCE		
76		2P10445	PANTRY 2	FOOD SERVICE	BLDG. 2	B TO 2	4000 LBS/FPM	2 SPEED SLIDE	GEN. ELEC	HYDRO	MCE		
77		2P10448	PANTRY 3	FOOD SERVICE	BLDG 3	B TO 2	4000 LBS/FPM	2 SPEED SLIDE	GEN. ELEC	HYDRO	MCE		
78		2P10446	PANTRY 4	FOOD SERVICE	BLDG 4	B TO 2	4000 LBS/FPM	2 SPEED SLIDE	GEN. ELEC	HYDRO	MCE		
79		2P10444	PANTRY 5	FOOD SERVICE	BLDG 5	B TO 2	4000 LBS/FPM	2 SPEED SLIDE	GEN. ELEC	HYDRO	MCE		
80		2P10447	PANTRY 6	FOOD SERVICE	BLDG 6	B TO 2	4000 LBS/FPM	2 SPEED SLIDE	GEN. ELEC	HYDRO	MCE		
81		2V20811	MOD 1 - Lift	FOOD SERVICE	MOD 1 - Lift	B TO 1	2000LBS/ FPM	H.M. & Scissor Gate	FlorLift	LIFT	FlorLift		
82		2V20812	MOD 3 - Lift	FOOD SERVICE	MOD 3 - Lift	B TO 1	2000LBS/ FPM	H.M. & Scissor Gate	FlorLift	LIFT	FlorLift		
83	TELECOM, 14-12 HAZEN ST., RIKERS	4P5732	#1	PASSENGERS	MAIN	DOCK TO 2		2 SPEED SLIDE	WILLIAMS	HYDRO	WILLIAMS		
84	VCBC 1 HALLECK ST. BRONX (Jail Barge)	N/A	#1	FOOD/PASSENGERS	BOW (F)	M TO 4	3000LBS/250FPM	CENTER OPEN	MONT.	GEARED	MCE		
85		N/A	#2	FOOD/PASSENGERS	BOW (F)	M TO 4	3000LBS/250FPM	CENTER OPEN	MONT.	GEARED	MCE		
86		N/A	#3	FOOD/PASSENGERS	AFT (R)	M TO 3	3000LBS/250FPM	CENTER OPEN	MONT.	GEARED	MCE		
87		N/A	#4	FOOD/PASSENGERS	AFT (R)	M TO 3	3000LBS/250FPM	CENTER OPEN	MONT.	GEARED	MCE		
88		N/A	#5	FOOD/PASSENGERS	AFT (R)	B, M, 1	3000LBS/200FPM	VERT. BI-PART.	PELLE	GEARED	MCE		

Total Department-wide Maintenance Price per Month (Sum of all Monthly unit prices above)

Total Price for One Time Painting

(Device data for general pricing guidance only
actual data may vary slightly)

Revised Addendum #1

This contract shall be awarded in an amount not to exceed \$2,700,000.00. The Department does not guarantee a minimum or maximum quantity of services or deliverables under this agreement. The quantities stated herein are for bid comparison purposes only.

PART I: TOTAL MAINTENANCE BID

Bid price for monthly preventative maintenance for all Units – Department-Wide from total on page B8	Quantity Months	3-yr total Preventative Maintenance
	x36	\$

Painting price for all Units – Department-Wide from total on B-8	\$
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TOTAL Maintenance & Painting: \$ _____

PART II: BID FOR LABOR

Please indicate the hourly rate for each of the trades listed below. This hourly rate shall include the actual cost of labor, overhead, profit, insurance and all other costs with the exception of parts. The hours are estimates only, more or fewer may be required

Trade	Quantity Hours	Trade Hourly Rate \$	Total
A. Elevator Mechanic	10,500		
B. Elevator Mechanic (Saturdays and Sundays and for work after an 8-hour day) for “emergency” / non-prescheduled service calls	125		
C. Elevator Mechanic (Holiday rate) for “emergency” / non-prescheduled service calls	10		
D. Elevator Mechanic (Sundays, Holidays and work between midnight and 7:00am), only if scheduled in advance and authorized and confirmed in writing by DOC	50		
E. Elevator Mechanic Helper	10,000		
F. Elevator Mechanic Helper (Saturdays, Sundays and for work after an 8-hour day) for “emergency” / non-prescheduled service calls	100		
G. Elevator Mechanic Helper (Holiday rate) for “emergency” / non-prescheduled service calls	10		

H. Elevator Mechanic Helper (Sundays, Holidays and work between midnight and 7:00am) only if scheduled in advance and authorized and confirmed in writing by DOC	40		
I. Total Bid for Labor (Items A thru H)			

PART III: BID FOR PARTS – Not required as part of maintenance requirements.

For the sole purpose of identifying a low bidder, the Department of Correction has estimated and assigned a dollar value to the cumulative value of parts anticipated to be used at all Department facilities, during the course of the Contract term. The results of such will be reflected in the discount percentage bid amount, and in your extended mathematical calculations.

A. Systems, System Components, Parts and Materials for which there are available manufacturer’s price lists shall be discounted off manufacturer’s list price and such list prices shall be provided with invoices.

The Contractor shall include in his bid, provisions for manufacturer's parts and materials in the amount of \$350,000 (J1) discounted by a percentage factor. The percentage discount shall be included below as part of this Part III of the Bid Sheet. Markups are not allowed: therefore, a cost factor greater than 1.0 may result in a non-responsive determination and shall be considered grounds for rejection of the bid.

Sample calculations for three discount percentages, 0.0%, 5%, and 20% are as follows:

Sample Discount Percentage (K1)	Sample Discount Value on \$350,000 = \$350,000 times discount percentage (J1)*(K1) = (L1)	\$350,000 less discount value (J1) – (L1)	Bid Price for OEM Parts (M1)
0.0%	\$350,000 x 0.0 = 0.0	\$350,000 less 0.0	\$350,000
5 %	\$350,000 x 0.05 = \$17,500	\$350,000 less \$17,500	\$332,500
20%	\$350,000 x 0.20 = \$70,000	\$350,000 less \$70,000	\$280,000

<p>III. A Assigned parts value estimate (for bidding purpose only) is (J1) \$350,000</p> <p>Discount Percentage (K1) _____ % x (J1) \$350,000 = Discount Value (L1) \$ _____</p> <p><u>Bid Price For Parts Value III.A (J1) - (L1) = (M1) \$ _____</u></p>
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B. Systems, System Components, Parts and Materials not found on any manufacturer’s price list shall be the reasonable costs of the parts plus a contractor’s mark-up of the total cost of the parts paid by the contractor.

The Contractor shall include in his bid, provisions for parts and materials not found on any manufacturer’s price list in the amount of \$150,000 (J2) plus a markup. Sample calculations for the three markup percentages, 0.0%, 5% and 10% are as follows:

Sample Markup Percentage (K2)	Sample Markup Value on \$150,000 = \$150,000 times markup percentage (J2)*(K2) = (L2)	\$150,000 plus markup value (J2) + (L2)	Bid Price for OEM Parts (M2)
0.0%	\$150,000 x 0.0 = 0.0	\$150,000 + 0.0	\$150,000
5 %	\$150,000 x 0.05 = \$7,500	\$150,000 + \$7,500	\$157,500
10%	\$150,000 x 0.10 = \$15,000	\$150,000 + \$15,000	\$165,000

III.B Assigned parts value estimate (for bidding purpose only) is (J2) \$150,000

1. Markup Percentage (K2) _____% x (J2) \$150,000 = Markup Value (L2) \$ _____

2. Bid Price For Parts Value III.B = (J2)+(L2) = (M2) \$ _____

PART III: TOTAL BID AMOUNT

Please add Part I, Part II, Part III.A and Part III.B. The number supplied in the box below will be used for the sole purpose of identifying a low bidder. Payment for all labor and material services rendered will be upon actual hours worked per trade title within the “work crew”, the list price, less discount, or cost plus markup of the parts actually supplied.

GRAND TOTAL

Part I \$ _____ + Part II, \$ _____ + Part III.A (M1), \$ _____

+ Part III.B (M2), \$ _____ \$ _____

(Grand Total/Bid Total)

Grand Total/Bid Total in words

_____ DOLLARS.

Note: the Department reserves the right to make corrections to mathematical errors.

The Estimate of Quantities included above is approximate only and is not to be considered as a binding feature of the Contract. Bidders are required to submit their bids upon the following express conditions which apply to and become part of every bid received. Bidders must satisfy themselves as to the accuracy of the foregoing estimate by personal examination of the location of the proposed work and surroundings thereof, and by such other means as they may prefer, and shall not, at any time after submission of their bids, dispute or complain of such estimate of quantities, nor assert that there was any misunderstanding in regard to quantity or kind of material to be furnished or work to be done. No error or misunderstanding of the Bidder shall affect the validity of the bid made or the Contract entered into hereunder.

Systems, System Components, Parts and Materials

- a) The Department shall pay for all systems hardware and software, system components, equipment, supplies, parts, and materials purchased as new that are utilized in the completion of a repair or provided to SSD as requested spare parts.
- b) The Department shall make such payments on the basis of the discount to the manufacturer's list prices or distributor's list prices, whichever is less, bid by the Contractor in Part B, Bid sheets. Markups are not allowed: therefore, a cost factor greater than 1.0 may result in a non-responsive determination and shall be considered grounds for rejection of the bid.
- c) The contractor shall provide documentation of any agreements with the Original Equipment Manufacturers or authorized distributors to provide the required parts. The list prices shall be as published by the original equipment manufacturer or distributor. The latest edition of the list prices for all parts and materials used shall be submitted with each partial payment request. The price lists shall be the standard, commercially available price lists. The Department shall not accept price lists developed solely for the purpose of this Contract.

Systems, System Components, Parts And Materials not on Manufacturers' Price List

- d) In the event a system, system component, part or material is not included on a price list, the Contractor shall solicit and submit to the SSD Project Manager, a minimum of three independent price quotes for the item. The lowest, reasonable price quote shall be used unless otherwise determined by the SSD Project Manager. The Department may request additional quotes if a supplier and/or quote is not acceptable to the Department. Once accepted, repeat solicitations and quotations are not required for the same items.
- e) The Department reserves the right to waive the requirement for three quotes should circumstances warrant, such as time sensitive work. An exceptional circumstances waiver for any item shall be given only once. Once a waiver is given for any item, the contractor must immediately seek three quotes for the item and secure supply should the item be required for the future.
- f) For parts and materials purchased that are not contained in any manufacturers' price lists, the Contractor will be paid based on the actual cost of the item plus an additional allowance as per the mark-up bid by the Contractor in Part B, Bid sheets to cover the Contractor's overhead and profit. Certified copies of paid invoices for these items shall be submitted with the partial payment requests.

VII. INVOICING: Contractor's invoices (claims for payment) shall be submitted in accordance with the procedures outlined herein, unless otherwise approved by the Department. These invoices shall be forwarded on the first day of each month no more than thirty (30) days following the completion of each authorized repair/diagnostic services, to the attention of: Director of Maintenance and Business Services, New York City Department of Correction, Bulova Corporate Center, 75-20 Astoria Blvd., Suite 160, East Elmhurst, New York 11370. The

SCHEDULE "A"

<u>Reference</u>	<u>Item</u>	<u>Requirements</u>
Section 27 of Information for Bidders	Bid Deposit or Bid Bond	<u>N/A</u>
Section 27 of Information for Bidders	Performance Security	<u>N/A</u>
Section 27 of Information for Bidders	Payment Security	<u>N/A</u>
Section V. of Part C, Detailed Specifications	Period of Performance	<u>Three (3) Years(s)</u>
Article 7 of Agreement	Renewal	<u>One (1) Year(s)</u>
Article 8 of Agreement also see Section IV, Part C, Detailed Specifications	Liquidated Damages	\$400 for each Consecutive Calendar Day of Failure to provide Preventative Maintenance Services \$500 for each Consecutive Calendar Day of Failure to provide On-call Repair Services
Article 11 of Agreement	Subcontracting	Not to exceed 49% of Bid
Article 14 of Agreement	Retained Percentage	<u>N/A</u> % of Voucher
Article 15 of Agreement	Insurance	See Next Page
Article 18 of Agreement	Maintenance and Guaranty Security	N/A
Article 18 of Agreement	Guaranty Period	<u>One (1) Year</u>
Article 37 of Agreement	Partial Payment	<u>X</u> will be allowed _____ will not be allowed

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