

**OPWDD STATEWIDE FIRE ALARM SYSTEMS AND FIRE SPRINKLER SYSTEMS INSPECTION,
TESTING, MAINTENANCE, REMEDIAL REPAIRS, EMERGENCY SERVICE CALLS AND REPAIRS**

C0SC00053-56

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: Three (3)
 Date Issued: January 29, 2021
 Summary: Amended Calendar of Events, Amended Section 6.6, Updated Attachment 5 "Equipment by Site"

The RFP is hereby amended as follows:

Calendar of Events:

CALENDAR OF EVENTS	
EVENT	DATE
RFP Release Date	1/13/2021
Mandatory Bidder Conference	1/26/2021 at 10:00 am EST
Deadline for Submission of Questions	1/29/2021 at 4:00 pm EST 2/04/2021 at 4:00 pm EST
Issuance of Response to Submitted Questions	2/2/2021 2/08/2021
PROPOSAL DUE DATE	2/8/2021 at 2:00 pm EST 2/17/2021 at 2:00 pm EST
Anticipated Notification of Tentative Award	On or about 2/16/2021 2/26/2021
Debriefing Request Deadline	No later than 10 business days from date of tentative award notification
Proposal Protest Deadline	See Bid Protest Policy located in Section 5.5
Contract Start Date	4/1/2021

Section 6.6: BIDDERS, SUB CONTRACTORS, AND CONTRACTOR OBLIGATIONS

The use of subcontractors will not be allowed for Fire Alarm (Lot 1A and Lot 1B) or Fire Sprinkler (Lot 2A and Lot 2B) Quarterly, Semi-Annual or Annual Inspection and Testing items included in the scope of services documents. The use of subcontractors for proprietary repairs, confined space inspections and other services related to 3-year and 5-year inspections may be allowed. **Contacto(r)s are permitted to charge a Subcontractor Percent (%) Markup not to exceed 20 Percent (%) for all work performed by approved Subcontractors on written subcontractor agreements.**

The Contractor may not subcontract the services procured under this Contract without the State's prior written approval. The OPWDD reserves the right to reject any proposed Subcontractor or supplier if it determines that the company is not qualified or responsible. All such subcontracting relationships between the Contractor and its Subcontractors to perform Services must be memorialized by written agreement.

The Contractor shall include in all agreements with its Subcontractors, in such a manner that will be binding upon each Subcontractor with respect to work performed in connection with the Contract, provisions specifying that:

- The work performed by the Subcontractor must be in accordance with the terms and conditions of this Contract;
- Nothing contained in such subcontract shall impair the rights of the OPWDD or the State;
- Nothing contained in the subcontract shall create any contractual relationship between the Subcontractor and the OPWDD or the State;
- The State and the OPWDD shall have the same authority to audit the records of all Subcontractors as it does those of the Contractor;
- Subcontractor shall cooperate with any investigation, audit, litigation, or other inquiry related to the Procurement or the resulting Contract.

The OPWDD reserves the right, at any time during the term of the Contract, to verify that the written subcontract(s) between Contractor and Subcontractor(s) complies with all the provisions of this Section and any subcontract provisions contained in this Contract.

If, at any time during the performance under this Contract, total compensation to a Subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

Attachment 5 "Equipment by Site" - Additional equipment has been added to Attachment 5. The latest version has been posted to the procurement page at: <https://opwdd.ny.gov/procurement-opportunities/opwdd-statewide-fire-alarm-systems-and-fire-sprinkler-systems-inspection> and replaces the previous version. **It is the bidder's responsibility to ensure their cost proposal is developed utilizing the most up to date version of Attachment 5 "Equipment by Site".**

By signing below, the Bidder attests to receiving and responding to the amendment number indicated above.

BIDDER: _____

REPRESENTATIVE SIGNATURE: _____

NAME: _____ TITLE: _____