



ADDENDUM NO.: 2

Description: Furnish, Deliver and Install Modular Temporary Commercial Kitchen

Project: 357820 College of Staten Island

Bid Due Date: July 8, 2025, at 2:30PM

Specifics of the Addendum: The purpose of Addendum No. 2 is to provide responses to the Requests for Information.

Please see responses to the requests for information below:

1. Q: In the attempt to project lead times, do you know what date the bid will be awarded? If you do not have an exact date, can you let me know what month the award is expected?
A: We anticipate awarded as soon as possible to the low qualified Bidder.
2. Q: Can I substitute mobile trailers instead of the modulares? If they must be stamped modulares please let me know.
A: If submitting substitutions all deviations from the Detailed Specifications must be included with the Bid.
3. How many on-site meetings prior to the delivery of modulares?
A: To be coordinated with Project Management staff.
4. Is it required to have both a Project Manager and an On-site Superintendent on site at all times?
A: Only during construction-related activities, e.g. setup and dis-assembly.
5. What CPM software system will this project require?
A: The awarded vendor will not be required to utilize DASNY's CPM Software. Invoices are submitted with Net 30 payment terms.
6. Are there specific credentials the Owner is looking for the selected project scheduler?
A: See Bid Documents. Awarded Bidder will schedule with DASNY project management.
7. Will Owner provide their tax exemption certificate so that Vendor can determine what portions of the contract would require being taxed?
A: DASNY is tax-exempt and will provide a tax-exempt letter upon request.
8. What is required to be done/ can we get clarification on how this provision applies to this project as this project does not require a set aside? Are we still required to submit Utilization reports or are we simply recording payments to any Subcontractors and Vendors? "The Contractor, at its own expense, shall take all actions necessary to fully comply with the requirements of the Statewide Utilization Management

Plan ("SUMP") of the NYS Contract System. Contractor shall require all Subcontractors to comply with the requirements of SUMP and the NYS Contract System. These requirements include, but are not limited to, the Contractor's timely payment to all Subcontractors and timely input in to the NYS Contract System of information, including but not limited to, information regarding Subcontractor payments and compliance with Contract requirements, including but not limited to Contract requirements for participation of Minority and Women Owned Business Enterprises in the performance of the Contract. "

A: MWBE/SDVOB Goals have been waived for this procurement.

9. Is there a particular amount / limit to Liquidated Damages that will be made part of the Contract

A: See Bid documents.

10. Will this project require Builder's Risk Insurance?

A: See Bid Documents – Insurance Requirements.

11. Please confirm that this project does not require Union Labor and it is just prevailing wage.

A: Prevailing wage only.

12. Is this project requiring a payment bond and performance bond?

A: Yes, a payment and performance bond is required. See attached samples.

13. Is the Vendor Responsible for pulling permits or will the General Contractor submit the interim facility under their master permit?

A: Vendor is responsible for securing approvals and pulling permits.

14. If the Vendor is responsible for obtaining permits, is the State amicable to the Vendor proposal including a Permitting Allowance with any credits given back to the Owner and any additional charges being handled through a Change Order?

A: Yes – with sufficient detail for the allowance (permit fees, administrative/back-office labor, etc.).

15. There are certain provisions in the form General Conditions that do not apply to the Project. Will DASNY entertain reasonable modifications to the General Conditions to make them more project-specific? If so, what format would DASNY prefer to review proposed edits? Is a redline form of the General Conditions acceptable to DASNY?

A: The General Conditions will not be negotiated to make them project specific.

16. Since the Project Scope includes a 24-month Lease Term for the Temporary Kitchen Facility, How will DASNY incorporate the required Lease Terms? KTG has a standard Lease Agreement for use. Will this be acceptable?

A: Please include the standard lease agreement with the Bid.

17. On the Sample COI, The GL has limits of \$2,000,000 per occurrence and \$4,000,000 general aggregate. Our standard coverage we provide is \$1,000,000 per occurrence and \$2,000,000 general aggregate. However, we do have an Umbrella policy of \$5,000,000 aggregate. Can we use the Umbrella to cover the limits of the GL coverage? If so, we'd need to insert a provision to this effect.

A: Yes, the Umbrella can cover the limits of the GL coverage.

18. In addition, DASNY requires certain other requirements in the Insurance Requirements document. We would like to run this by our insurance team to make any additional updates as necessary. Will DASNY accept reasonable changes to the insurance terms based on the project scope?

A: Bidders will be required to meet our insurance requirements upon notice of award.

19. Is DASNY the entity KTG will be contracting with, or will KTG enter into a separate contract with a General Contractor for the Project?

A: DASNY only.

20. Will the State / DASNY be signing the Vendor's Lease Agreement or is the signing authority looking to incorporate Vendor's actual lease terms into the Contractor Agreement/Purchase Order?

A: Bidders should send their lease Agreement to DASNY with the Bid documents.

21. Will the Purchase Order be awarded at the same time as the contract award is issued?

A: DASNY will issue a Purchase Order to the low qualified Bidder.

22. Once a Purchase Order is issued is the project guaranteed to move forward for the full amount of the Purchase Order?

A: No.

23. Is there a grease trap on site to tap into or do we need to provide an above ground grease trap?

A: Above ground grease trap to be provided.

24. Can we get a site plan with location of temporary modular kitchen marked?

A: Preferred location is shown on site plan, bidder to evaluate location against all federal, state, and local regulations and propose alternate location as appropriate.

25. How close will the utilities be brought to the site? (5 feet, 10 feet)

A: Utilities will be brought by others to the kitchen location, bidder responsible for making final connection between utility and temporary kitchen.

26. Will there be a General Contractor that the awarded Vendor will work under? If so, will they contract under the GC or directly with the State/DASNY?

A: No, bidder will be stand-alone contract.

27. Please verify that the State/DANSY is conducting all site prep including preparing the foundation for the modules and bringing utilities within a certain distance of the complex?

A: Correct.

28. The date of delivery is currently listed as December 1, 2025, with a Go-Live of March 2, 2026. Does the lease term of 24 month include these three months of installation or are the 24 months in addition to the installation window.

A: 24 months is in addition to the three-month installation window.

29. If Vendor requires initial payment of first month rent, security deposit and all one-time charges 14 days prior to delivery is the Owner able to meet this obligation under NY State Contract Laws or will normal term need to be modified. If modification would be required, please advise as to the standard practice that the State would require for this project.

A: See Bid Breakdown & schedule for payment details.