

# ADDENDUM NO. 3

September 6, 2019

## Former Beech-Nut Plant – Western Plant

### Environmental Cleaning, Asbestos Abatement and Bridge Removal

This addendum is hereby included in and made a part of the Contract Documents. All requirements of the original Bid Documents shall remain in force except as noted by this addendum.

The purpose of this addendum provided by LiRo Engineers, Inc. (LiRo) is to provide bidders with information on the following items:

#### Questions

Responses to questions received pertaining to this bid solicitation are provided below.

Questions and Responses
<p><b>Question 1:</b> General Site Plan, G 001, Drawing Notes state that the entire Building with a crossed hatched pattern is to be CLEANED, ABATED AND SELECT INTERIOR DEMOLITION PERFORMED. This conflicts with other drawings. Please clarify scope of interior demolition – Is the intent to have the building gutted including MEP’s, everything except for structural members and exterior walls/ envelope?</p> <p><b>Response:</b> All areas designated for interior demolition and/or as ACM contaminated are to be gutted of everything except for structural members and building envelop components. This includes MEP components.</p>
<p><b>Question 2:</b> Do all MEP’s get removed from the building?</p> <p><b>Response:</b> The Contractor shall be responsible for the removal of MEP systems from the building areas designated for interior demolition and/or included in the areas designated as ACM contaminated. Removal of MEP systems from the remainder of the building is not required unless otherwise identified in the Contract Documents.</p>
<p><b>Question 3:</b> How many days should bidders include for exploratory demolition needed to access ACM?</p> <p><b>Response:</b> Exploratory demolition is not expected to be substantial. Expect roughly 40 man hours of manual demolition including necessary equipment in addition to that required to implement all specified interior demolition and asbestos removal.</p>
<p><b>Question 4:</b> Can the dam be closed to stop water flow in the creek during Bridge Demolition work?</p> <p><b>Response:</b> No.</p>
<p><b>Question 5:</b> Can you provide as-built drawings for the Bridges so that bidders can figure weights and formulate a rigging plan?</p> <p><b>Response:</b> As-built drawing for the bridges are not available.</p>
<p><b>Question 6:</b> Can you provide a detail on what is needed for bridge/wall shoring and wall construction?</p> <p><b>Response:</b> The Contractor shall submit a temporary wall support plan signed by a NYS licensed PE to stabilize the section of Building where the bridge will be disconnected. Enclosures for wall opening resulting from bridge removal shall be constructed of 2”x4” pressure treated lumber framing and ¾” marine grade plywood unless otherwise approved by the Engineer.</p>

**Question 7:** Can you provide a detail on what is needed to repair roof drains and leaders?

**Response:** It is suspected that roof drain leaders are failing resulting in the infiltration of water into portions of the building. The full magnitude of required repairs will not be clear until interior demolition and asbestos abatement is underway. A \$15,000 allowance for roof drainage repairs will be included in the Contract. Necessary repairs to the roof drainage system will be negotiated with the Contractor during construction, as the extent of damage is uncovered. The cost for repairs will be paid from the \$15,000 allowance. The revised bid form included as part of this Addendum includes the roof drainage repair allowance.

**Question 8:** Do all windows get removed?

**Response:** Only select windows are to be removed as identified in the asbestos abatement plans.

**Question 9:** Can you provide a detail on what is needed for temporary construction in order to seal building envelope?

**Response:** The Contractor shall be responsible for sealing openings resultant from removal of windows as well as openings from missing/broken window panes, vents, exhausts, doors, hatches, etc. Openings shall be sealed with 3/8" plywood with appropriate pressure treated wood framing or CM approved alternative.

**Question 10:** Is this project subject to OHSWA Waste Disposal Flow Control?

**Response:** This project is not subject to flow control.

**Question 11:** The summary of work states that fencing is to be installed, but there are no details, drawings or specifications that identify any fence. Please advise.

**Response:** The Contractor shall be responsible for installation of edge protection fencing along the western edge of the slab immediately east of the Canajoharie Creek where gaps are created in the existing fencing due to the removal of Bridge 2 and Bridge 3. New fencing shall match the existing (4' high 2" chain link fabric, 1-5/8" top and bottom rails, 2-1/2" line poles with 10' maximum spacing, 6"x6" metal anchor plates welded to fence posts each fastened with 4 conflex large diameter masonry screws 1/2" diameter x 3" long).

**Question 12:** In addition to providing a detail for the repair of roof drains, can you tell us if we have to tie the roof drains into the sewer? And if so, is it sanitary or storm sewer?

**Response:** See response to Question 7.

**Question 13:** Please provide weights for each bridge so that we can prepare a rigging plan. Are there any tunnels or basements underneath exterior bldg. slab located on East side of creek adjacent to Bldg 57?

**Response:** As-built drawings for the bridges are not available. As part of the rigging plan, the Contractor is responsible for determining the load to be lifted and method for determination of load. Some tunnels do exist beneath the slab on the East side of the creek, however they are greater than 100 feet from the Western edge of the Eastern slab.

**Question 14:** What is the total budget the county has available to pay for this project?

**Response:** Adequate funding is in place to pay for this project.

**Question 15:** Do the Boilers, tanks, appurtenances, etc. need to be demolished and removed?

**Response:** Demolition and removal of the boilers and tanks is not included in the Contract work. The Contractor is responsible for removal of all ACM associated with the boilers and tanks, along with all non-washable contaminated components, materials and debris, and any demolition necessary to accomplish the required asbestos removal.

**Question 16:** Do bidders need to board up all windows in order to seal the building envelope or just windows removed due to ACM?

**Response:** Intact windows do not need to be sealed. The Contractor shall be responsible for sealing openings resultant from removal of windows as well as openings from missing/broken windows panes, vents, exhausts, doors, hatches, etc. See response to Question 9 for additional information.

**Question 17:** Can the elevators be removed permanently?

**Response:** Permanent removal of the elevators is not a requirement of the Contract, however, if the Contractor wishes to do so at his cost in order to facilitate execution of the contract work, it is allowable. We make no guarantees regarding the condition and usability of the elevator shafts and the Owner shall not be responsible for any additional costs should it be determined that the shafts are not suitable to the Contractors intended use.

**Question 18:** Does Lead paint need to be scraped and removed from all surfaces throughout the buildings?

**Response:** This is not a full lead abatement. The Contractor shall be responsible for removal of loose and flaking paint throughout the facility, but not the full removal of all paint. Identified ACM paint shall require removal in its entirety.

**Question 19:** Does this project require a NYS DEC stream encroachment permit for installing nets and other protections in the creek?

**Response:** No permit is required if the installation of protection devices do not directly impact the creek. If the Contractor's selected means and methods will require impact to the creek, the Contractor will be responsible for coordination with applicable regulatory authorities and securing required permits/approvals.

**Question 20:** There is no call out of ceiling pucks in the survey. Most floors that have multi ceilings one being 1x1 ceiling tile with glue pucks. Do we have to remove the ceiling pucks as they are non-porous?

**Response:** Ceiling pucks located in the areas designated as ACM contaminated shall be removed as part of the ACM abatement. Ceiling pucks located outside of the limits designated as ACM contaminated do not require removal.

**Question 21:** Can you provide a copy of the variance used in the last phase of the project?

**Response:** The DOL variance for the previous phase was specific to the plant on the East side of the Canajoharie Creek and is not valid for this project.

**Question 22:** Does all waste generated in any part of the building have to go out as ACM waste?

**Response:** No. Although the asbestos abatement plans do designate significant portions of the building as ACM contaminated which require all non-washable components to be removed and disposed of as ACM, the areas designated as asbestos contaminated do not encompass the entire building limits.

### **Bid Form**

A revised Bid Form is attached to this Addendum. The revised Bid Form includes an allowance to be utilized for roof drainage repairs as discussed in the response to Question 7 above. The revised Bid Form shall be submitted in place of the initial form.

The Prospective Bidder shall acknowledge receipt of this addendum in their bid submittal.

**END OF ADDENDUM NO. 3**

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

Bid to: Montgomery County  
9 Park Street  
Fonda, NY 12068

Bid for: **Former Beech-Nut Plant – Western Plant  
Environmental Cleaning, Asbestos Abatement and Bridge Removal**

Bid From: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone Number: \_\_\_\_\_  
FAX Number: \_\_\_\_\_

**Proposal:**

We have examined and fully understand the requirements and intent of the Bidding and Contract Documents and all subsequent addenda as listed below, and propose to provide all materials, and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the Work, to complete all Work in strict accord with the contract documents and as assigned in the Special Conditions for the base bid lump sum of: \_\_\_\_\_

Total Lump Sum Base Bid \$ \_\_\_\_\_  
(Including Allowance A.1)

Total Lump Sum Base Bid in words: \_\_\_\_\_

Award of the Project will be made to the qualified bidder with the lowest lump sum base bid amount including the unit cost evaluation.

**LUMP SUM BASE BID BREAKDOWN**

All manpower, equipment, supplies and materials required to decommission, decontaminate, remediate, demolish and restore the Site are to be paid on a lump sum basis. The Contactor shall provide a lump sum price for each Phase and Task defined below. The Key Project Tasks listed below will be used to establish the Contractor’s Schedule of Values for the Contract Work. Progress payments will be made based upon the percentage of work completed for each Task for each project billing cycle. The Base Bid Lump Sum includes all work required to complete the project in accordance with the Contract Documents.

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**LUMP SUM BASE BID SHEET**

<b>Item No.</b>	<b>Description</b>	<b>Lump Sum \$</b>
	<b>General Conditions</b>	
1.1	Permitting	
1.2	Insurance and Bonding	
1.3	Contract Management and Support Services	
1.4	Mobilization and Submittals	
1.5	Monthly Utility and Maintenance	
1.6	Site Security	
1.7	Site Health and Safety	
	<b>Subtotal</b>	
	<b>Abatement &amp; Remediation</b>	
2.1	General Removal	
2.2	Universal Waste Removal	
2.3	Decontamination of Equipment and Structures	
2.4	Asbestos Abatement	
	<b>Subtotal</b>	
	<b>Demolition of Bridges</b>	
3.1	Demolition of Bridge No. 1	
3.2	Demolition of Bridge No. 2	
3.3	Demolition of Bridge No. 3	
	<b>Subtotal</b>	
	<b>Project Close-Out</b>	
4.1	Sealing of Building Envelope	
4.2	Final Site Clean-Up	
4.3	Demobilization	
	<b>Subtotal</b>	
A.1	<b>Roof Drain Repair Allowance</b>	\$15,000.00
<b>TOTAL LUMP SUM BID PRICE (including allowance A.1)</b>		

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**ASBESTOS CONTAINING MATERIALS UNIT COST EVALUATION**

Abatement of ACM in the quantities listed in the Contract Documents shall be included in the lump sum bid price. In the event abatement of additional asbestos containing material (ACM) is added to the Project Scope (see Specification Section 02 82 00), Montgomery County intends to negotiate the value of the work. Additional ACM shall be those additional materials requiring abatement as requested by Montgomery County or those material quantities for materials that were manufactured to contain ACM which exceed 10% of the quantities listed in the Contract Documents. Abatement of all materials not contaminated by ACM during manufacture that has been subsequently contaminated by ACM and cannot be practically decontaminated, including but not limited to fiberglass insulation and other porous building materials and debris, shall be included in the lump sum bid price. For evaluation and negotiation purposes, the Bidder shall submit unit pricing for various ACM which may be encountered. The Contractor shall complete the unit cost bid sheet provided below. The quoted costs shall assume that quantities will be consistent with a New York State Department of Labor (NYSDOL) defined “Large Asbestos Project” (160 square feet or more/ 260 linear feet or more) and be inclusive of all equipment, material and labor necessary to perform the additional project required work. Montgomery County may consider the unit pricing provided by the Contractor for ACM abatement in the overall bid evaluation.

<u>Item</u>	<u>Unit Cost - Within Existing Containmentment</u>	<u>Unit Cost - No Existing Containmentment</u>
Pipe insulation and mud fittings	\$ /LF	\$ /LF
Duct/tank insulation	\$ /SF	\$ /SF
Single layer of VAT/linoleum and mastic	\$ /SF	\$ /SF
Multiple layers of VAT/linoleum and mastic	\$ /SF	\$ /SF
Windows with ACM caulk and/or glaze	\$ /Each	\$ /Each
Ceiling tile and mastic	\$ /SF	\$ /SF
Drywall and joint compound	\$ /SF	\$ /SF
Wall/ceiling plaster	\$ /SF	\$ /SF
Cove base and mastic	\$ /LF	\$ /LF
Transite wall or ceiling panels	\$ /SF	\$ /SF
Transite Electrical Panels and Switches	\$ /SF	\$ /SF
Fire door	\$ /Each	\$ /Each
Sealants/coatings applied to concrete	\$ /SF	\$ /SF
Sealants/coatings applied to steel	\$ /SF	\$ /SF

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**Addenda Received:**

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Attachments:**

We have enclosed with this proposal, the following attachments, fully executed:

1. Contractor Qualification Statement
2. Non-Collusive Bidding Certificate
3. Certified Corporate Resolution
4. Affirmative Action Agreement
5. Debarment Certificate B
6. Certification Regarding Lobbying
7. Substitution Sheet

We have used no substitutions except as listed in the Substitution Sheet.

**Signature:**

**Corporate Seal**

Firm: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**ATTACHMENT #1: CONTRACTOR QUALIFICATIONS STATEMENT**

Instructions: Please include all requested information. For a Bid to be declared responsive, the contractor must complete all sections of the Contractor Qualifications Statement; all sections of this Contractor Qualifications Statement are mandatory. The content of the Contractor Qualifications Statement submittal shall follow the order presented below and shall include identical headings and questions as presented below. The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. All responses, except signatures, must be typed.

Note the term “you” or “your” and “your firm” indicates the Individual, Corporation, Partnership, Joint Venture (JV) or other entity responding herein.

**SECTION 1: GENERAL RESPONDENT INFORMATION**

Name of Contractor: \_\_\_\_\_

Address of Principal Office: \_\_\_\_\_

Is the responding firm an Individual, Corporation, Partnership, Joint Venture (JV), or Other? If “Other”, please specify. \_\_\_\_\_

**Contact Information Principal/Owner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (1): \_\_\_\_\_

Telephone (2): \_\_\_\_\_

Email: \_\_\_\_\_

**Contact Information for Project Manager/Superintendent who will be directly managing the project:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (1): \_\_\_\_\_



**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

Telephone (2): \_\_\_\_\_

Email: \_\_\_\_\_

**Contact Information for individual responsible for preparation of the Bid:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (1): \_\_\_\_\_

Telephone (2): \_\_\_\_\_

Email: \_\_\_\_\_

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**SECTION 2: EXPERIENCE AND BACKGROUND OF THE ORGANIZATION**

If your organization is a partnership, list names and addresses of partners; if a Corporation, list names of officers, directors, and State or Province of Incorporation.

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How many years has your organization been in business as a Contractor under your present business name?

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Do you presently have any outstanding subcontractor/supplier liens filed against you? Yes / No

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If yes, explain:

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Is your organization signatory to a collective bargaining agreement? Yes / No

Maximum Bonding Capacity:

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Name and Address of Surety:

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How many years has your organization had in construction work similar to the work specified as a:

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General Contractor?

Subcontractor?

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**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

List several projects your organization has completed during the last five (5) years that are similar to the specified work. **Project experience should relate to accelerated work schedules, completion of projects under critical deadlines and projects where site work was performed in adverse winter weather conditions. The work listed shall have been completed under the supervision of the individuals included in Section 1 of this questionnaire** (Individuals directly responsible for work under this project). Add additional sheets if necessary

**Client** \_\_\_\_\_

Principal Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Location of Work \_\_\_\_\_

Your Organization's Role in this Work \_\_\_\_\_

Type of Project and Brief Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Date \_\_\_\_\_ Final Acceptance Date \_\_\_\_\_

Value of Work Performed \$ \_\_\_\_\_

**Client** \_\_\_\_\_

Principal Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Location of Work \_\_\_\_\_

Your Organization's Role in this Work \_\_\_\_\_

Type of Project and Brief Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Date \_\_\_\_\_ Final Acceptance Date \_\_\_\_\_

Value of Work Performed \$ \_\_\_\_\_

**Client** \_\_\_\_\_

Principal Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Location of Work \_\_\_\_\_

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

Your Organization's Role in this Work \_\_\_\_\_

Type of Project and Brief Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Date \_\_\_\_\_ Final Acceptance Date \_\_\_\_\_

Value of Work Performed \$ \_\_\_\_\_

**Client** \_\_\_\_\_

Principal Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Location of Work \_\_\_\_\_

Your Organization's Role in this Work \_\_\_\_\_

Type of Project and Brief Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Date \_\_\_\_\_ Final Acceptance Date \_\_\_\_\_

Value of Work Performed \$ \_\_\_\_\_

**Client** \_\_\_\_\_

Principal Contact \_\_\_\_\_ Telephone \_\_\_\_\_

Location of Work \_\_\_\_\_

Your Organization's Role in this Work \_\_\_\_\_

Type of Project and Brief Description \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contract Date \_\_\_\_\_ Final Acceptance Date \_\_\_\_\_

Value of Work Performed \$ \_\_\_\_\_

Will your organization complete at least 50% of the work with in-house staff and/or labor forces?

Yes / No

Do you intend to use sub-contractors for any portions of the work?

Yes / No

If so, which portions?

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Have you ever failed to complete any work awarded to you? Yes / No

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? Yes / No

If so, state name of individual, other organization, and reason:

\_\_\_\_\_  
\_\_\_\_\_  
Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? Yes / No

If so, state name of individual, name of Owner, and reason:

\_\_\_\_\_  
\_\_\_\_\_  
For what corporation or individuals have you performed work? Cite reference.

\_\_\_\_\_  
\_\_\_\_\_  
For what cities have you performed work? Cite reference.

\_\_\_\_\_  
\_\_\_\_\_  
For what States or Provinces have you performed work? Cite reference.

\_\_\_\_\_  
\_\_\_\_\_  
For what State Bureaus or Departments have you performed work? Cite reference.

\_\_\_\_\_  
\_\_\_\_\_  
Have you ever performed any work for the U.S. Government? Yes / No

Have you ever performed any work for the Canadian Government? Yes / No

If so, when and to whom do you refer?

\_\_\_\_\_  
\_\_\_\_\_  
How would you classify your record on Affirmative Action, including Minority Subcontracting, Minority Hiring, and Minority Training?

\_\_\_\_\_  
Former Beech-Nut Plant  
Western Plant Environmental  
Cleaning, Asbestos Abatement  
and Bridge Removal

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

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Provide a listing of projects (with references) where Affirmative Action requirements were specified.

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In what other lines of business do you have a financial interest?

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**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**SECTION 3: SAFETY RECORD OF THE ORGANIZATION**

Has your organization been cited for any safety violations within the last 5 years?      Yes / No

If yes, list the year, citing agency, and brief description of each violation:

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**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**SECTION 4: CONTRACTOR'S BUSINESS REFERENCES**

Provide a list of references: Give only engineers, other contractors, architects, or owners, including public agencies for whom you have done work. Provide references to where mandatory minority participation was included.

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

\_\_\_\_\_

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

\_\_\_\_\_

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

\_\_\_\_\_

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_



**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

**Individual or Agency** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Telephone \_\_\_\_\_

Type of Program \_\_\_\_\_

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**SECTION 5: CONTRACTOR'S FINANCIAL REFERENCES**

Reference is hereby made to the following bank or banks as to the financial responsibility of the Contractor.

**Name of Bank** \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_ Telephone \_\_\_\_\_

Officer familiar with Contractor's account \_\_\_\_\_

**Name of Bank** \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_ Telephone \_\_\_\_\_

Officer familiar with Contractor's account \_\_\_\_\_

**Name of Bank** \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_ Telephone \_\_\_\_\_

Officer familiar with Contractor's account \_\_\_\_\_

**Name of Bank** \_\_\_\_\_

Address \_\_\_\_\_

City and State \_\_\_\_\_ Telephone \_\_\_\_\_

Officer familiar with Contractor's account \_\_\_\_\_

**Name of Bank** \_\_\_\_\_

Address \_\_\_\_\_

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

City and State \_\_\_\_\_ Telephone \_\_\_\_\_

Officer familiar with Contractor's account \_\_\_\_\_

**SECTION 6: ACKNOWLEDGEMENT**

By signing this application, it is understood that the above listed individuals will be assigned to the project should we be the successful bidder. In the event a change in the employment status of the listed individuals occurs between the date of this Application and the date of the Contract Award, we acknowledge the Authority retains the full right of personnel approval.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2018

Name of Organization \_\_\_\_\_

By \_\_\_\_\_

Printed name of the person signing \_\_\_\_\_

STATE OF \_\_\_\_\_ }

} ss:

COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_ being duly sworn deposes and says that s/he is

Print Name of Person Signing

\_\_\_\_\_ of \_\_\_\_\_

Title

Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**Attachment # 2**

**Non-Collusive Bidding Certification:**

No bid will be accepted that does not have this form completely executed.

1. 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 their 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 any competitor;
  - (b) Unless otherwise required by law, the prices which 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 competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
  - (d) If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.
  - (e) The attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of this certification by the signature of this bid or proposal on behalf of the corporate bidder.
  
2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (a), (b), and (c) have not been complied with, unless explained, justified, and legally excused in accordance with said law.

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(Individual)

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(Corporation)

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

\_\_\_\_\_  
Dated

\_\_\_\_\_  
(Signature of Officer)

This Non-Collusive Bidding Certificate must be submitted with the bid.

**Attachment # 3**

**Certified Corporate Resolution:**

**RESOLVED THAT** \_\_\_\_\_ be authorized to sign and submit the bid or proposal of this corporation for the following project:

\_\_\_\_\_  
(PROJECT NAME)

and to include in such bid the Non-Collusion Bidding Certification required by section one hundred three-d (103-d) of the General Municipal Law as to the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution and adopted by

\_\_\_\_\_ at a meeting of its board of directors held on

the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

\_\_\_\_\_  
(Secretary)

This Certified Corporate Resolution must be submitted with the bid.

**BID FORM – revised 9/6/2019**

**Bidder:** \_\_\_\_\_

**Attachment # 4**

**Affirmative Action Agreement:**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Non-discrimination Clauses:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
2. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (1) through (7) (hereinafter called "non-discrimination clauses"). If the Contractor was directed to do so by the contracting agency as part of the bid or negotiation of this Contract, the Contractor shall request such labor union or representative to furnish him with a written statement that such labor union or representative will not discriminate because of race, creed, sex, color or national origin and that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnishes such a statement, the Contractor shall promptly notify the State Commission of Human Rights of such failure or refusal.
3. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (1) and (2) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.
4. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, color or national origin.
5. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State

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Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

6. This Contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the state, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked dependently of or in addition to sanctions and remedies otherwise provided by law.
  
7. The Contractor will include the provisions of clauses (1) through (6) in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

Signature (Authorized): \_\_\_\_\_

Title: \_\_\_\_\_

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**Bidder:** \_\_\_\_\_

**Attachment # 5**

**Debarment Certificate B:**

THIS FORM MUST BE COMPLETED BY ALL BIDDERS WHOSE TOTAL BID PRICE EXCEEDS \$100,000 AND BY ALL SUBCONTRACTORS AT ANY TIER OF BIDDERS WHOSE SUBCONTRACTED WORK WILL EXCEED \$100,000.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

Instructions for Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification \_\_\_\_\_ set \_\_\_\_\_ out \_\_\_\_\_ below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue \_\_\_\_\_ available \_\_\_\_\_ remedies, \_\_\_\_\_ including \_\_\_\_\_ suspension \_\_\_\_\_ and/or \_\_\_\_\_ debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which \_\_\_\_\_ this \_\_\_\_\_ transaction \_\_\_\_\_ originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily



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excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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**Bidder:** \_\_\_\_\_

**Attachment #6**

CERTIFICATION REGARDING LOBBYING

THIS CERTIFICATE MUST BE COMPLETED IF THE AMOUNT OF THIS AGREEMENT EXCEEDS \$100,000.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal grant funding the work to be performed pursuant to this Agreement, the undersigned shall complete and submit Standard Form --- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts at all tiers and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction, imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

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**Bidder:** \_\_\_\_\_

**Attachment #7**

**THE FOLLOWING MATERIALS, PRODUCTS OR EQUIPMENT ARE PROPOSED AS SUBSTITUTIONS FOR SPECIFIED ITEMS INDICATED. REQUIRED BACKUP DATA WILL BE SUBMITTED WITHIN 3 WORKING DAYS OF RECEIPT OF REQUEST FOR SAME. WE AGREE TO ABIDE BY THE ARCHITECT'S DECISION AS TO ACCEPTABILITY OF THE PROPOSED SUBSTITUTIONS.**

1. Specification Section No.: \_\_\_\_\_

Section Article or Paragraph No.: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

2. Specification Section No.: \_\_\_\_\_

Section Article or Paragraph No.: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

3. Specification Section No.: \_\_\_\_\_

Section Article or Paragraph No.: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

4. Specification Section No.: \_\_\_\_\_

Section Article or Paragraph No.: \_\_\_\_\_

Specified Item: \_\_\_\_\_

Proposed Substitution: \_\_\_\_\_

*ADD SHEETS AS NECESSARY*