

KATZMAN RECYCLING SITE REMEDIAL ACTION

**Granville, Washington County, New York
Inactive Hazardous Waste Disposal Site Number 558035**

March 2025 ADDENDUM NUMBER 1 TO CONTRACT D013322



**Department of
Environmental
Conservation**

Prepared by:

**New York State Department of Environmental Conservation
Division of Environmental Remediation
and
TRC Engineers, Inc.**

**ADDENDUM NUMBER 1
TO THE FEBRUARY 2025 CONTRACT DOCUMENTS
KATZMAN RECYCLING SITE - REMEDIAL ACTION
GRANVILLE, WASHINGTON COUNTY, NEW YORK
CONTRACT NO. D013322
MARCH 3, 2025**

TO ALL HOLDERS OF THE CONTRACT DOCUMENTS:

Section III, Article 3 of the Contract Documents requires bidders to acknowledge receipt of all addenda. Acknowledgement of addenda shall be indicated by bidder on the form provided in Section V, page V-4.

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Kevin D. Sullivan, P.E.
TRC Engineers, Inc.

Katzman Recycling Site Remedial Action

Contract No. D013322

Section A: Clarifications to the Contract Documents

This Section summarizes corrections and clarifications to the Contract Documents. Bidders must thoroughly review the bidding documents and not rely solely on these clarifications during bid preparation and during implementation of construction activities.

1. *Section I – Advertisement and Notice to Bidders, first paragraph:* Bids will be accepted until the time of **1:00 PM**, Eastern Standard Time, on the date of April 17, 2025. The first paragraph of Section I – Advertisement and Notice to Bidders shall be revised to reflect the above information.
2. *Section IV – Supplementary Bidding Information and Requirements, Article 3 - Pre-Bid Conference:* The Pre-Bid Conference will be held on **Tuesday, March 11, 2025** at the Site, located at 24 County Route 26, Granville, New York 12832, starting at 10:00 AM, Eastern Standard Time. **Department will accept bids only from bidders that attend the Pre-Bid Conference. Attendance is mandatory as a condition of bid.** Article 3 of Section IV – Supplementary Bidding Information and Requirements, shall be revised to reflect the above information.
3. *Section IV – Supplementary Bidding Information and Requirements, Article 2 – Department Representatives:* Delete the existing information listed under “Section Chief” and replace with:

Section Chief – Benjamin Rung, P.E., Remedial Section C, Remedial Bureau E, NYSDEC
Division of Environmental Remediation, 625 Broadway, 12th Floor, Albany, New York 12233-7017, benjamin.rung@dec.ny.gov.
4. *Section V – Bid Form and Acknowledgements:* The Bid Form and Acknowledgements section of the Contract has been revised to require Bidder’s New York State Department of Labor (NYS DOL) Registration Number. Failure to provide a valid and verifiable registration number from the NYSDOL Registry at the time of bid submission will result in disqualification of the bid. The NYSDOL Registration Number shall be included on page V-3 of the Contract Documents. In addition, the Contract Number indicated on page V-10 of the form, incorrectly stating D012180, has been corrected to D013322. The revised Section V is attached for Bidders’ use in preparing and submitting the bid.
5. The documents on the Procurement Website (<https://dec.ny.gov/environmental-protection/site-cleanup/remediation-procurement-opportunities>) are the non-biddable (not stamped) Contract Documents and Drawings. The documents on the FTP site listed below are signed and sealed by a Professional Engineer. Bids shall be based on the signed and sealed Contract Documents and Drawings provided at the following location:

<https://extapps.dec.ny.gov/fs/programs/der/bid/Katzman%20Recycling%20Redesign/>
6. A summary of the timeline for this procurement is summarized below:
 - February 20, 2025 Contract Issued for Bid
 - **March 11, 2025** Pre-Bid Conference (10 AM at Site) - Mandatory

- March 28, 2025 Last day for written questions will be received (submit via email to Brianna.scharf@dec.ny.gov, and cc: KSullivan@TRCCCompanies.com).
- April 11, 2025 Bids due by **1:00 PM** per instructions contained in Contract Documents.

This ADDENDUM No. 1 becomes part of the February 2025 Katzman Recycling Site, Remedial Action Contract Documents D013322.

ATTACHMENTS TO ADDENDUM NO. 1

**KATZMAN RECYCLING SITE REMEDIAL ACTION
CONTRACT No. D013322**

1. Attachment A Section V – Bid Form and Acknowledgements, revised February 26, 2025

ATTACHMENT A
KATZMAN RECYCLING SITE REMEDIAL ACTION
CONTRACT No. D013322

Section V – Bid Forms and Acknowledgements, Revised February 26, 2025

SECTION V

Bid Forms and Acknowledgements

Site Name: Katzman Recycling Site
Site Number: 558035

Article 1 – Items Submitted With Bid

ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Remedial Action at the Katzman Recycling Site.

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and appurtenances, necessary or proper for, or incidental to, the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Article 5 - Required Bid Submittals of Section III - Bidding Information and Requirements.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be emailed, mailed, or delivered:

| | |
|------------------------|--|
| Attention: | |
| Company Name: | |
| Street Address: | |
| City, State, Zip (+4): | |
| Email Address: | |
| Phone Number: | |

Bid Form
New York State Department of Environmental Conservation
Katzman Recycling Site
Contract No. D013322, Site No. 558035

LUMP SUM ITEMS

| <i>Bid Item No.</i> | <i>Description</i> | <i>Unit</i> | <i>Estimated Quantity</i> | <i>Unit or Lump Sum Price</i> | | <i>Total Amount (\$)</i> |
|---------------------|---|-------------|---------------------------|-------------------------------|----------------|--------------------------|
| | | | | <i>Words</i> | <i>Figures</i> | |
| LS-1 | Mobilization and Demobilization | LS | 1 | | | |
| LS-2 | Removal and Disposal of Asbestos Containing Soil and Debris | LS | 1 | | | |
| LS-3 | Dewatering and Water Treatment | LS | 1 | | | |
| LS-4 | Monitoring Well Decommissioning | LS | 1 | | | |
| LS-5 | Site Restoration | LS | 1 | | | |

UNIT PRICE ITEMS

| <i>Bid Item No.</i> | <i>Description</i> | <i>Unit</i> | <i>Estimated Quantity</i> | <i>Unit or Lump Sum Price</i> | | <i>Total Amount (\$)</i> |
|---------------------|--------------------|-------------|---------------------------|-------------------------------|----------------|--------------------------|
| | | | | <i>Words</i> | <i>Figures</i> | |
| UP-1 | Site Services | Day | 270 | | | |

| <i>Bid Item No.</i> | <i>Description</i> | <i>Unit</i> | <i>Estimated Quantity</i> | <i>Unit or Lump Sum Price</i> | | <i>Total Amount (\$)</i> |
|--|---|-------------|---------------------------|-------------------------------|----------------|--------------------------|
| | | | | <i>Words</i> | <i>Figures</i> | |
| UP-2 | Health and Safety Services | Day | 205 | | | |
| UP-3 | Excavation and Management of Soil and Debris | CY | 19,600 | | | |
| UP-4 | Loading, Transportation, and Off-Site Disposal of TSCA Soil and Debris (Non-Hazardous for Metals) | Ton | 2,890 | | | |
| UP-5 | Loading, Transportation, and Off-Site Disposal of TSCA Soil and Debris (Hazardous for Metals) | Ton | 6,410 | | | |
| UP-6 | Loading, Transportation, and Off-Site Disposal of Non-TSCA Soil and Debris (Non-Hazardous for Metals) | Ton | 13,170 | | | |
| UP-7 | Loading, Transportation, and Off-Site Disposal of Non-TSCA Soil and Debris (Hazardous for Metals) | Ton | 10,730 | | | |
| UP-8 | Winter Shutdown | Day | 98 | | | |
| UP-9 | Post-Excavation Sampling and Analysis | Each | 300 | | | |
| UP-10 | Furnish and Place Clean Fill and Topsoil | CY | 7,600 | | | |
| <p>Grand Total Bid: \$ _____ (Price in figures)</p> | | | | | | |

Contractor Authorized Representative

Contractor Name

NYSDOL Reg. No.

Date

The undersigned acknowledges the receipt of the following Addenda and agrees to be bound by all Addenda issued by Department whether or not listed herein.

| Addendum Number | Date of Addendum |
|-----------------|------------------|
| | |
| | |
| | |
| | |

Accompanying this proposal is bid security in the amount of \$_____, said security is in the form of certified check(s) totaling \$_____, and/or Bid Bond totaling \$_____ which shall become the property of the Department if this proposal shall be accepted by the Department, or, should the undersigned fail to execute and return the Contract in a timely manner, or fail to comply with the requirements of the Bidding Documents.

Corporate Seal

(If no seal, write "No Seal" and sign)

Legal Name of Person, Partnership, or Corporation

By _____
Print Name and Title

Signature Date

Please Complete Information Requested Below (as applicable):

The P.O. Box Address of the Bidder is: _____

Federal Identification Number is: _____

(ACKNOWLEDGMENT)

State of _____)
s.s.:
County of _____)

On the ___ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Seal) _____
Notary Public

ARTICLE 1(b) Bidder's/Proposer's Certification

Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles and State Ethics Law Principles and Procurement Lobbying Law

BY SUBMISSION OF THIS BID/PROPOSAL, AND BY SIGNING HEREUNDER THE BIDDER/ PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

A. Non Collusion, State Finance Law §139-d

- 1) 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 with any competitor;
- 2) 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 to any competitor; and
- 3) 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.

B. MacBride Fair Employment Principles, State Finance Law §165(5)

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a ten-percent (10%) or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).

- 2) Has business operations in Northern Ireland:

Yes or No (check answer) If yes, complete #3

- 3) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles.

Yes or No (check answer)

C. State Ethics Law Provision

By submittal of this bid, the undersigned hereby certifies, for and on behalf of the bidder, that he is familiar with the following provisions of the State Ethics Law provisions applicable to post employment restrictions affecting former state employees: POL §73(8)(a)(i) the two year ban, and §73(8)(a)(ii), the life time bar, and that submittal of this bid is not in violation of either provision, and that no violation will occur by entering into a contract or in performance of the contractual services, and further that the bidder recognizes that the Department may rely upon this certification.

Except as follows: (attach information if needed)

(Bidder/Proposer is to make full disclosure of any circumstances which could affect its ability to perform in complete compliance with the cited laws. Any questions as to the applicability of these provisions should be addressed to the New York State Joint Commission on Public Ethics, 540 Broadway, Albany, NY 12207 or by phone (518) 408-3976.

D. Procurement Lobbying Affirmation

The Undersigned affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

Print Name, Title

Signature, Date

ARTICLE 1(c) – Bid Security (Page to Attach)

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.

ARTICLE 1(d) - Bid Bond

Know all men by these presents, that we, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto New York State Department of Environmental Conservation in the penal sum of _____ for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____ 20____.

The condition of the above obligation is such that whereas the Principal has submitted to New York State Department of Environmental Conservation certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Remedial Action, Katzman Recycling Site, Contract No. D013322, Site No. 558035

Now, Therefore

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Corporate Seal(s) – Principal & Surety
(If no seal, write "No Seal" and sign)

By _____
Principal (Print Name and Title)

Principal (Signature and Date)

By _____
Surety (Print Name and Title)

Surety (Signature and Date)

- ACKNOWLEDGMENT BY SURETY COMPANY -

State of _____)
 s.s.:
County of _____)

On this _____ day of _____, 20__ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____ (city, state), that he/she is the _____ (title) of _____ (firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

Notary Public

- ACKNOWLEDGMENT BY PRINCIPAL -

State of _____)
 s.s.:
County of _____)

On the _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Seal)

Notary Public

ARTICLE 1(e) - Offerer Disclosure of Prior Non-Responsibility Determinations
(Page 1 of 2)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Name: _____

Address: _____

Name and Title of Person Submitting this Form:

Name: _____

Title: _____

Contract Procurement Number: D013322

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

Yes No (If yes, answer questions 2.– 4., if no, go to question 5.)

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

Yes No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes No

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: Provide details under separate cover, endorse, date and provide marked as Supplement to Article 1(e).

**ARTICLE 1(e) - Offerer Disclosure of Prior Non-Responsibility Determinations
(Page 2 of 2)**

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

Yes No (If yes, provide details below.)

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: Provide details under separate cover, endorse, date and provide marked as Supplement to Article 1(e).

Offerer Certification:

Offerer certifies that all information provided to the New York State Department of Environmental Conservation with respect to State Finance Law §139-k is complete, true and accurate.

Signature: _____

Date: _____

Name: _____

Title: _____

This form must be signed by an authorized executive or legal representative and returned with the bid/proposal.

**ARTICLE 1(f) – Vendor Assurance of No Conflict of Interest or Detrimental Effect
(Page 1 of 2)**

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;
5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

**ARTICLE 1(f) – Vendor Assurance of No Conflict of Interest or Detrimental Effect
(Page 2 of 2)**

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Signature: _____

Date: _____

Name: _____

Title: _____

This form must be signed by an authorized executive or legal representative and returned with the bid/proposal.

Article 2 – Forms Submitted by Apparent Low Bidder 5 Days After Notification

ARTICLE 2(a) - Statement of Surety's Intent

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of:

_____ (Contractor)

Having its place of business at:

_____ (Address)

For the Project:

_____ Remedial Action, Katzman Recycling Site, Site Number : 558035

Bids for which will be received on _____ (Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

Any arrangement for the Bonds required by the Contract is a matter between Contractor and ourselves and we assume no liability to Department or third parties if for any reason we do not execute the requisite bonds.

We, the undersigned, are duly licensed to do business in the State of New York.

Attest, and Attach Power of Attorney:

Corporate Seal

(If no seal, write "No Seal" and sign)

_____ **Surety Name, Title**

_____ **Surety's Authorized Signature(s), Date**

_____ **Telephone Number and email address for Bonding Company**

_____ **Telephone Number and email address for Bonding Broker**

Article 2(b) - M/WBE-EEO Utilization Plan and Work Force Utilization

Contractor must submit M/WBE-EEO Utilization Plan after being issued Notice of Intent to Award in accordance with Article 5c. of Section III. Quarterly reporting is required throughout the term of the contract and Contractors will receive quarterly reminders from the M/WBE-EEO compliance unit.

Contractors are invited to file the required forms online or may choose to complete and submit paper forms. Instructions are available at: <http://www.dec.ny.gov/about/48854.html>

If submitting paper forms, The M/WBE-EEO Utilization Plan and/or quarterly reports shall be sent directly to:

NYS Department of Environmental Conservation
Division of Management and Budget Services
Minority and Women's Business Programs Unit
625 Broadway, 10th Floor
Albany, New York 12233-5028

Contractors opting to file electronic forms can obtain the appropriate forms from the website. The Contractor will be able to amend the forms either online, through the quarterly report process, or by contacting the M/WBE-EEO compliance specialist.

M/WBE Directory on the Internet

Empire State Development has put the Minority and Women-Owned Business Directory on the Internet. The Internet address is <https://ny.newnycontracts.com/>. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed, call (855)-ESD-4MWBE or (855)-373-4692.

Article 2 (c) - Instructions for Completing the New York State Vendor Responsibility Questionnaire CCA-2

- Please Read Before Completing Questionnaire -

Contractors must submit a Vendor Responsibility Questionnaire CCA-2 form after being announced the low bidder for any competitively bid contract of \$10,000 or more, or when proposed for subcontract work valued at \$10,000 or more. The Department may require additional information deemed necessary for its review.

Contractors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or 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: <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system> or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us/Enrollment/login?0>. 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 helpdesk@osc.state.ny.us. Contractors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or contact the Office of the State Comptroller's Help Desk.

The enrollment process in the VendRep System can take several days. Contractors are encouraged to enroll prior to submitting bids to ensure meeting the timeframes for certification.

Contractors electing to file the Vendor Responsibility Questionnaire online shall certify to the Department, via a letter, within the timeframe designated in the Instructions to Bidders, that the questionnaire has been updated. The Contractor will be able to supply any additional information requested by the Department, by updating the online questionnaire and notifying the Department via letter, that it has been recertified.

Throughout the contract term, the Contractor is required to notify the Department in writing of any changes in Contractor's vendor responsibility disclosure related to the Contractor commencing bankruptcy proceedings; filings against the Contractor for relief under bankruptcy; Contractor making general assessment for benefit of creditors; a Court appointing a party to take charge of the Contractor's property; Contractor's inability to pay debts; or the Contractor being found in violation of laws and regulations of any public body having jurisdiction.

If the Contractor elects to file a paper copy directly with the Department, a completed original CCA-2 Form must be submitted within the timeframe designated in the Instructions to Bidders. Submit completed questionnaires marked "**CONFIDENTIAL**" to:

NYS Department of Environmental Conservation
Division of Environmental Remediation
Brianna Scharf, Project Manager
625 Broadway, 12th Floor
Albany, New York 12233-7017

Article 2 (d) – Authorizing Resolution

The Contractor is required to submit an Authorizing Resolution stating that a certain individual has the authority to sign the Contract on behalf of the firm.

ARTICLE 2(e) – Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor: _____

Signature: _____

Name: _____

Title: _____

Date: _____

ARTICLE 2(f) – Executive Order No. 16 Certification

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found on the NYS Office of General Services here:

https://ogs.ny.gov/system/files/documents/2022/04/eo-16-russia-guidelines_0.pdf.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name (legal entity): _____
By (signature): _____
Name: _____
Title: _____
Title: _____
Date: _____

Article 3 – Forms Submitted 14 Days from Date of Notice of Intent to Award Letter

ARTICLE 3(a) - Instructions for Insurance

Please refer to Contract Documents Section VIII, Article 4, and any Addenda if applicable, for the types and amounts of insurance required for this contract, as well as the necessary forms and endorsement requirements.

If you do not require assistance, please:

1. Request that your insurance provider note the Department's specific Contract Number D013322 in the Description of Operations box on the ACORD form.
2. List the following address on the Workers' Compensation and Disability Benefits Certificates as Entity Requesting Proof of Coverage and on the ACORD forms and endorsements as the Certificate Holder:

State of New York and the NYS Department of Environmental Conservation
Division of Environmental Remediation, Remedial Bureau E
Brianna Scharf, Project Manager
625 Broadway, 12th Floor
Albany, NY 12233-7017

3. Submit all required insurance certificates and applicable endorsements to the following address:

New York State Department of Environmental Conservation
Division of Environmental Remediation, Remedial Bureau E
Brianna Scharf, Project Manager
625 Broadway, 12th Floor
Albany, NY 12233-7017

ARTICLE 3(b) - Instruction for Performance Bond and Labor and Material Payment Bond

- 1) The performance bond and the labor and material payment bond are to be only submitted by the bidder who receives the Notice of Intent to Award letter from Department.
- 2) Use the forms that are included in the Contract Documents. **DO NOT RETYPE THE FORMS.**
- 3) Attach a **SEPARATE** certified power of attorney and surety financial statement to **EACH** bond (i.e., one set attached to performance bond and one set attached to labor and material payment bond)
- 4) Performance Bond and Labor and Materials Payment Bond must be secured by the surety and notarized within three (3) days of the date the Contractor signs the agreement.

ARTICLE 3(c) - Performance Bond (page 1 of 3)

Date Bond Executed: _____

NYSDEC-DER Site Number: 558035

Date Contract Executed by Principal: _____

Principal: (Name and Address)

Surety (Name and Address - Indicate State of incorporation and location of principal office)

Full and Just Sum of Bond

(Express in Words)

(Express in Numbers)

Know all men by these presents, that we, the **Principal** and **Surety**, above named, are held and firmly bound unto the New York State Department of Environmental Conservation for and on behalf of the People of the State of New York, hereinafter called the Department, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the **Principal** has entered into a certain written contract with the Department, covering the project and specification above;

Now, Therefore, the condition of this obligation is such, that if the **Principal** shall well, truly and faithfully comply with and perform all of the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the Department and the People of the State of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against the Department or the State of New York may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the **Principal**, or their (its) agents or servants, or the improper performance of the work by the **Principal**, or their (its) agents or servants, or the infringement of any patent or patent rights by reason of the use of materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

ARTICLE 3(c) - Performance Bond (page 2 of 3)

And the **Surety**, for value received, hereby stipulates and agrees, if requested to do so by the department to fully perform and complete the work mentioned and described in the contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, the **Principal** fails or neglects to so fully perform and complete the work; and the **Surety** further agrees to commence the work of completion within twenty days after notice thereof from the Department, and to complete the work with all due diligence.

And the **Surety**, for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this contract or specifications, accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

In Testimony Whereof, the **Principal**, and the authorized officers of the **Surety** have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of:

Corporate Seal of Principal (if a Corporation)

Principal Organization

By _____
Print Name, Title

Signature, Date

Surety

Business Address

By _____
Print Name, Title

Corporate Seal of Surety Company

Signature, Date

Attest _____
Print Name, Title

Signature, Date

ARTICLE 3(c) - Performance Bond (page 3 of 3)

- ACKNOWLEDGMENT BY SURETY COMPANY -

State of)
 County of) s.s.:

On this _____ day of _____, 20__ before me personally came _____ to me known, who being by me duly sworn, did depose and say that he/she resides in _____(city, state), that he/she is the _____ (title) of _____(firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

Notary Public

- ACKNOWLEDGMENT BY PRINCIPAL -

State of)
 County of) s.s.:

On the _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Seal)

Notary Public

ARTICLE 3(d) - Labor and Material Payment Bond (page 1 of 3)

Date Bond Executed: _____

NYSDEC-DER Site Number: 558035

Date Contract Executed By Principal: _____

Principal: (Name and Address)

Surety (Name and Address - Indicate State of incorporation and location of principal office)

Full and Just Sum of Bond

(Express in Words)

(Express in Numbers)

Know all men by these presents, That We, the **Principal** and the **Surety** above named, are held and firmly bound unto the Department of Environmental Conservation for and on behalf of the People of the State of New York, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the **Principal** has entered into a certain written contract with the Department of Environmental Conservation, covering the project and specification indicated above.

Now, Therefore, the condition of this obligation is such, that if the **Principal** shall promptly pay all moneys due to all persons furnishing labor and materials to him or his subcontractors in the prosecution of the work provided for in the contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the Comptroller of the State of New York having required the **Principal** to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

ARTICLE 3(d) - Labor and Material Payment Bond (page 2 of 3)

Further, provided, that the place of trial of any action on this bond shall be in the county in which the contract was to be performed, or if the contract was to be performed in more than one county, then in any such county, and not elsewhere.

In Testimony Whereof, the **Principal** and the authorized officers of the **Surety** have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of:

Principal Organization

Corporate Seal of Principal (if a Corporation)

By _____
Print Name, Title

Signature, Date

Surety

Business Address

By _____
Print Name, Title

Corporate Seal of Surety Company

Signature, Date

Attest _____
Print Name, Title

Signature, Date

ARTICLE 3(e) – SDVOB Utilization Plan

Contractor must submit a Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan after being issued a Notice of Intent to Award in accordance with Section III, Article 5.c. Quarterly reporting is required throughout the term of the contract.

For additional information regarding the SDVOB Utilization Plan and quarterly reporting including information on how to obtain the forms, the contractor should contact the Department's SDVOB lead at:

SDVOB Program Lead
Bureau of Contract and Grant Development
New York State Department of Environmental Conservation
625 Broadway, 10th Floor
Albany, NY 12233-1080

Phone: 518-402-9240

Email: sdvob@dec.ny.gov