

PROPOSAL BOOK
FOR
P.I.N. 2754.83
COUNTY BID NO. 2377
REPLACEMENT OF SIMMONS ROAD CULVERT

ONEIDA COUNTY DEPARTMENT OF PUBLIC WORKS
JEFFREY QUACKENBUSH, ONEIDA COUNTY COMMISSIONER

ONEIDA COUNTY

JULY 2026

PREPARED BY:



**Engineering
Architecture
Landscape Architecture
and Land Surveying, P.C.**

21 Corporate Drive
Clifton Park, NY 12065

TABLE OF CONTENTS

BID DOCUMENTS

A. Bid Form	1
1.) Bid	5
2.) Statement of Surety's Intent.....	12
3.) Bid Security (Bond)	13
4.) Non-Collusive Bidding Certification	14
5.) Acknowledgement of Receipt of Addenda	21
6.) Certification for Federal Aid Contracts	22
7.) Iran Divestment Act	25
8.) Requirements Regarding Lobbying Activities on Federal Aid Contracts	26
9.) Disadvantaged Business Enterprise Utilization Goals	29
10.) Certification of Bidder Regarding Equal Employment Opportunity	30
11.) Bidder's Statement on Sexual Harassment.....	31
B. Agreement.....	32
C. Bonds	39
1.) Securities & Guarantees.....	39
2.) Labor & Materials Payment Bond	41
3.) Performance Bond	42
D. Insurance	43
1.) Insurance Requirement Checklist	43
2.) Certificate of Insurance.....	45
E. Statement of Bidders' Qualifications and Experience	46
NYS Uniform Contracting Questionnaire	46
NYS Vendor Responsibility Questionnaire (CCA-2).....	following 59
F. Contractors Recycling and Solid Waste Management Certification Form.....	50
G. Prohibition on Purchase of Tropical Hardwoods.....	51
H. Prime Contractor Certification Form	53
I. Conflict of Interest Affidavit	54
J. Non-Interruption of Work Agreement	56
K. Waiver of Immunity.....	57
L. Corporate Resolution.....	58
M. Gender-Based Violence Certification	59
N. Certification of Compliance with Labor Law Section 220-i	60

BID DOCUMENTS**A. BID FORM**

PROJECT IDENTIFICATION

PIN 2754.83, County Bid No. 2377, Replacement of Simmons Road Culvert, Town of Augusta, Oneida County, New York

THIS BID SUBMITTED TO:

**Oneida County
Purchasing Department
800 Park Avenue
Utica, New York 13501**

(Hereinafter, the term OWNER means Oneida County)

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement of Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. The BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within five (5) days after the date of OWNER's Notice to Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

(receipt of all of which is hereby acknowledged) and also copies of the Advertisement of Invitation to Bid and the Instructions to Bidders;

- (b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect costs, progress, performance or furnishing of the Work;
- (c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in the Special Notes, and accepts the determination set forth in the Special Notes to the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
- (d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other items and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.
- (e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the General Conditions.
- (f) BIDDER has correlated the results of all such observations, examinations, investigations, exploration, tests, reports and studies with the terms and conditions of the Contract Documents.
- (g) BIDDER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- (h) This BID is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- (i) Any local requirements of law, rules and regulations in the area where work is to be performed.

- (j) 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section 201-G of the New York State Labor Law.
4. Bidder will complete the bid on the following Bid Form(s).
5. **Bidder agrees that all Work for the project improvements shall be substantially complete (both lanes open to traffic) by October 8, 2027 and completed and ready for final payment within ten (10) business days thereafter (October 22, 2027).**
6. The following documents are attached to and make a condition of this Bid:
- ☐ Required Bid Security in the form of a certified or bank check or a Bid Bond on form attached in the amount of five percent (5%) of the Bidder's maximum bid price. This shall be attached to and submitted with the Bid.
 - ☐ Bid Tabulation Sheets
 - ☐ Non-collusive bidding certification shall be attached to and submitted with the Bid.
 - ☐ Disadvantaged Business Enterprise (DBE) Utilization Goals
 - ☐ Certification of Bidder Regarding EEO
 - ☐ Bidder's Statement of Sexual Harassment in Accordance with New York State Finance Law
 - ☐ Certificate of Compliance with the Iran Divestment Act
 - ☐ Contractors Recycling and Solid Waste Management Certification Form for Oneida County Contracts
 - ☐ Prohibition of Tropical Hardwoods
 - ☐ Prime Contractor Certification Form
 - ☐ Statement of Surety's Intent: Requires completion and signature by Surety's Representative.
 - ☐ Conflict of Interest
 - ☐ Non-Interruption of Work Agreement
 - ☐ Waiver on Immunity

- ☐ Corporate Resolution
- ☐ Certification of Compliance with Department of Labor Law Section 220-i

The following documents are a requirement of bid award, and shall be submitted by the low bidder within three (3) days of Bid Opening:

- ☐ Required Bidders Qualification Statement with supporting data.
- ☐ A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

7. Communications concerning this Bid shall be addressed to:

(Bidder's Representative)

The following mailing address of the BIDDER:

Street Address:

P.O. Box:

City, State, ZIP code:

Telephone:

TeleFAX:

8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the Instruction to Bidders.

The undersigned further agrees to comply with the requirements as to conditions of employment, wage rates and hours of labor set forth in the Contract Documents.

This bid may be withdrawn at anytime prior to the scheduled time for the opening of bids or any authorized postponement thereof.

1.) **BID**

BID FOR CONSTRUCTION OF:

PIN 2754.83
County Bid No. 2377
Replacement of Simmons Road Culvert
Town of Augusta, Oneida County, New York

TO ONEIDA COUNTY:

Pursuant to and in compliance with your Advertisement of Invitation to Bids and the Instructions to Bidders relating thereto, the undersigned hereby offers to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the construction and completion of *PIN 2754.83 Replacement of Simmons Road Culvert*, required by and in strict accordance with the applicable provisions of all Contract Documents for the following unit and lump sum prices:

Bid Submittal: Bids must be submitted in a sealed envelope with the bidder's name and address clearly marked along with the project title and bid reference number.

Gross Sum Bid: The Undersigned certifies that he/she has examined and fully comprehends the requirements and intent of the Bidding Documents dated July 2026 and prepared by MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C., 21 Corporate Drive, Clifton Park, New York 12065. The Undersigned proposes to furnish all labor, materials, and equipment necessary for, or incidental to, the proper execution of the work for the amount of the summation of the approximate quantities of products multiplied by the unit price bids entered and shown on the attached Bid Tabulation forms. This summation shall be referred to as the Gross Sum Bid.

In accordance with the Drawings, Specifications, and other Contract Documents prepared by the Architect/Engineer and/or Oneida County, Bidder hereby proposes to complete all work for the following Gross Sum Bid:

Gross Sum Bid: _____ (written)
 \$ _____ (numbers)

Unit Prices Bid: The Bidder further agrees to accept the aforesaid unit price bids shown on the attached Bid Tabulation forms as compensation for any additions alterations or deductions caused by variation in quantities due to more accurate measurement, and for use in the computation of the value of the work performed for monthly estimates, subject to the provisions of §109-2, NYSDOT Standard Specifications.

Award: The project will be awarded by Oneida County.

Notice to Proceed: The Bidder understands and agrees not to start work until the contract agreement is signed by the Owner and a formal notice to proceed has been issued. In case the Bidder voluntarily undertakes project work, other than that expressly prohibited in this section, any risk involved shall be borne entirely by the Bidder and without obligation or responsibility on the part of the Owner, until the awarded contract becomes effective; and hereby agrees and warrants that, as a prerequisite to the start of any such voluntary work, the Bidder accepts, assumes and undertakes all of the provisions of this proposal and of the plans and specifications of the proposed contract, including all of the provisions and responsibilities therefore relative to (1) damage, indemnification and holding the Owner harmless as set forth in said contract documents, and (2) actually furnishing in advance of any contract operations, the required insurance policies as set forth in the related specifications; and also agrees and warrants that all of such policies will be in force and effect on the date of the start of any such contract operations, whether or not the contract documents have been executed and filed as aforesaid. In no event shall the Bidder start any contract work which involves a disturbance of the contract site prior to execution of the contract by the Owner.

D040977 / PIN 2754.83

Project(s): Replacement of Simmons Road Culvert

PIN: 2754.83

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0002	201.06 CLEARING AND GRUBBING		1 LS	_____.	_____	_____.	_____
0004	203.02 UNCLASSIFIED EXCAVATION AND DISPOSAL		975 CY	_____.	_____	_____.	_____
0006	203.03 EMBANKMENT IN PLACE		1358 CY	_____.	_____	_____.	_____
0008	203.21 SELECT STRUCTURE FILL		72 CY	_____.	_____	_____.	_____
0010	203.24010017 SHOULDER BACKUP MATERIAL		29 TON	_____.	_____	_____.	_____
0012	206.01 STRUCTURE EXCAVATION		672 CY	_____.	_____	_____.	_____
0014	206.0201 TRENCH AND CULVERT EXCAVATION		101 CY	_____.	_____	_____.	_____
0016	207.20 GEOTEXTILE BEDDING		91 SY	_____.	_____	_____.	_____
0018	207.21 GEOTEXTILE SEPARATION		1017 SY	_____.	_____	_____.	_____
0020	209.1003 SEED AND MULCH - TEMPORARY		5090 SY	_____.	_____	_____.	_____
0022	209.110102 CHECK DAM (DITCH BOTTOM WIDTH > 3' TO 6'), STONE- TEMPORARY		2 EACH	_____.	_____	_____.	_____

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Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0024	209.13 SILT FENCE-TEMPORARY		338 LF	_____.	_____	_____.	_____
0026	209.1801 ROLLED EROSION CONTROL PRODUCT, CLASS I TYPE A, SHORT TERM		1029 SY	_____.	_____	_____.	_____
0028	304.12 SUBBASE COURSE, TYPE 2		443 CY	_____.	_____	_____.	_____
0030	404.0983 9.5 F3 TOP COURSE ASPHALT, 80 SERIES COMPACTION		110 TON	_____.	_____	_____.	_____
0032	404.1989 19 F9 BINDER COURSE ASPHALT, 80 SERIES COMPACTION		183 TON	_____.	_____	_____.	_____
0034	404.3789 37.5 F9 BASE COURSE ASPHALT, 80 SERIES COMPACTION		292 TON	_____.	_____	_____.	_____
0036	407.0103 STRAIGHT TACK COAT		145 GAL	_____.	_____	_____.	_____
0038	418.7603 ASPHALT PAVEMENT JOINT ADHESIVE		490 LF	_____.	_____	_____.	_____
0040	553.020001 COFFERDAMS (TYPE 2)		1 EACH	_____.	_____	_____.	_____
0042	553.020002 COFFERDAMS (TYPE 2)		1 EACH	_____.	_____	_____.	_____
0044	568.51 STEEL BRIDGE RAILING (FOUR RAIL)		52 LF	_____.	_____	_____.	_____

D040977 / PIN 2754.83

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Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0046	568.70 TRANSITION BRIDGE RAILING		128 LF	_____.	_____.	_____.	_____.
0048	595.50000018 SHEET-APPLIED WATERPROOFING MEMBRANE		246 SF	_____.	_____.	_____.	_____.
0050	603.64140715 PRECAST CONCRETE BOX CULVERT (FILL HEIGHT 2 FT OR GREATER)14 FOOT SPAN, 7 FOOT RISE		28 LF	_____.	_____.	_____.	_____.
0052	603.67000001 PRECAST CONCRETE WINGWALL UNITS FOR BOX CULVERTS		72 SY	_____.	_____.	_____.	_____.
0054	606.10 BOX BEAM GUIDE RAILING		1225 LF	_____.	_____.	_____.	_____.
0056	606.120101 BOX BEAM END PIECE		2 EACH	_____.	_____.	_____.	_____.
0058	606.120201 BOX BEAM GUIDE RAILING END ASSEMBLY, TYPE IIA		1 EACH	_____.	_____.	_____.	_____.
0060	606.1203 BOX BEAM END ASSEMBLY, TYPE III		1 EACH	_____.	_____.	_____.	_____.
0062	607.41010010 TEMPORARY PLASTIC BARRIER FENCE		600 LF	_____.	_____.	_____.	_____.
0064	608.020102 ASPHALT SIDEWALKS, DRIVEWAYS AND BICYCLE PATHS,AND VEGETATION		3 TON	_____.	_____.	_____.	_____.
0066	610.1605 TURF ESTABLISHMENT PERFORMANCE		1,280 SY	_____.	_____.	_____.	_____.

D040977 / PIN 2754.83

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Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0068	613.04000001 STOCKPILING AND PLACING EXISTING STREAM BED MATERIALS		28 CY	_____.	_____.	_____.	_____.
0070	619.01 BASIC WORK ZONE TRAFFIC CONTROL		1 LS	_____.	_____.	_____.	_____.
0072	619.04 TYPE III CONSTRUCTION BARRICADE		12 EACH	_____.	_____.	_____.	_____.
0074	619.1711 TEMPORARY POSITIVE BARRIER - CATEGORY 1 (PINNING PROHIBITED)		48 LF	_____.	_____.	_____.	_____.
0076	620.03 STONE FILLING (LIGHT)		5 CY	_____.	_____.	_____.	_____.
0078	620.04 STONE FILLING (MEDIUM)		109 CY	_____.	_____.	_____.	_____.
0080	620.0801 BEDDING MATERIAL, TYPE 1		28 CY	_____.	_____.	_____.	_____.
0082	623.11 CRUSHED GRAVEL (IN-PLACE MEASURE)		21 CY	_____.	_____.	_____.	_____.
0084	625.01 SURVEY OPERATIONS		1 LS	_____.	_____.	_____.	_____.
0086	627.50140008 CUTTING PAVEMENT		65 LF	_____.	_____.	_____.	_____.
0088	637.11 ENGINEER'S FIELD OFFICE - TYPE 1		6 MNTH	_____.	_____.	_____.	_____.

D040977 / PIN 2754.83

Project(s): Replacement of Simmons Road Culvert

PIN: 2754.83

Proposal Line Number	Item ID Description	Bid Req. Code	Approximate Quantity and Units	Unit Price		Bid Amount	
				Dollars	Cents	Dollars	Cents
0090	645.81 TYPE A SIGN POSTS		1 EACH	_____.	_____	_____.	_____
0092	646.22 DELINEATOR, SNOWPLOWING MARKER, SUPPLEMENTARY SNOWPLOWING MARKER PANELS		6 EACH	_____.	_____	_____.	_____
0094	646.31 STEEL POST, 1.1 LB/FT		6 EACH	_____.	_____	_____.	_____
0096	647.31 RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)		1 EACH	_____.	_____	_____.	_____
0098	647.51 REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SQUARE FEET)		3 EACH	_____.	_____	_____.	_____
0100	697.03 FIELD CHANGE PAYMENT		44000 DC	\$	1.00	\$	44,000.00
0102	698.04 ASPHALT PRICE ADJUSTMENT		2500 DC	\$	1.00	\$	2,500.00
0104	698.05 FUEL PRICE ADJUSTMENT		2500 DC	\$	1.00	\$	2,500.00
0106	699.040001 MOBILIZATION		1 LS	_____.	_____	_____.	_____

Proposed Total Bid: _____.

Accompanying this Bid, is a Bid security in the form of a certified check*, cash*, or a bid bond* for the sum of _____ (\$_____) dollars. In case this Bid is accepted by the Owner, and the undersigned shall fail to execute a contract with and give the required bonds to the Owner within five (5) days after the date of a written notice by the Owner to the undersigned so to do, this Bid security shall be forfeited and will be retained by the Owner as liquidated damages.

Dated _____, 20____

**

Signature of Bidder

Print Name of Signer of Bid: _____

Address: _____

* Cross out designations not applicable.

** Insert bidder's name; if a corporation, give the state of incorporation using the phrase "a corporation organized under the law of"; if a partnership, give the name of the partners, using also the phrase "co-partners trading and doing business under the firm name and style of"; if an individual using a trade name, give individual name, using also the phrase "an individual doing business under the firm name and style of".

2.) STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of _____
(Contractor)

of _____
(Address)

for _____
(Project)

Bids for which will be received on _____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by the Contract.

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

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

Attest:

Surety's Authorized Signature(s)

Attach Power of Attorney

(Corporate seal if any. If no seal,
write "No Seal" across this place
and sign.)

3.) BID SECURITY

(Attach Bid Bond Payment Here)

4. **NON-COLLUSIVE BIDDING CERTIFICATION:**

Required by Section 139-D, State Finance Law and Section 103-D of General Municipal Law, "Statement of non-collusion in bids to the state":

1. Every bid made hereinafter to the County or any public department, agency or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder a true under the penalties of perjury:

Non-collusive bidding certification:

- a) By submission of this bid, each bidder and each person signing on behalf of the 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;
 - (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) A bid shall not be considered for award nor shall any award be made where a) (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the County Clerk of Oneida County, public department, or agency to which the bid is made, or their designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not

constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereinafter made to Oneida County or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by stature, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of director of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non collusion as the act and deed of the corporation.

REQUIRED BY TITLE 23, U. S. CODE, AND SECTION 112. A NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

(A) 2 "By submission of this bid, the bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

REQUIRED BY TITLE 49, CFR, VOLUME 1, SUBTITLE A, PART 29

"The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, their company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years;
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval, but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS. HOWEVER, THE NYS COLLUSIVE BIDDING CERTIFICATION AND MANY IN USE BY LOCAL GOVERNMENTS ARE ALMOST IDENTICAL AND ARE ACCEPTABLE.

THE FOLLOWING PAGES ARE THE REQUIRED CERTIFICATION REGARDING NON-COLLUSIVE BIDDING PROCEDURES AND THE CONTRACTOR'S ELIGIBILITY TO SUBMIT A BID UNDER FEDERAL LAW. THE LAST PAGE IS A GENERAL BIDDER INFORMATION FORM. ALL SHOULD BE INCLUDED IN THE CONTRACT DOCUMENTS, IMMEDIATELY FOLLOWING THE PAGE(S) WHICH CONTAINS THE NON-COLLUSIVE BIDDING REQUIREMENTS. BY SIGNING ONE OF THESE CERTIFICATIONS, THE CONTRACTOR CERTIFIES THAT THEY UNDERSTAND AND AGREES TO BE BOUND BY THE PROVISIONS OF THE FOLLOWING LAWS:

1. NEW YORK STATE FINANCE LAW, ARTICLE 9, SECTION 139-d
2. TITLE 49, CFR, PART 29
3. TITLE 23, U. S. CODE-HIGHWAYS, SECTION 112

THE CONTRACTOR SHOULD CHOOSE THE APPROPRIATE NOTARIZATION WHICH CORRESPONDS TO THE TYPE OF COMPANY (SOLE PROPRIETORSHIP, PARTNERSHIP, OR CORPORATION) THAT THEY REPRESENTS OR IS AFFILIATED WITH. ALL BIDDERS SHOULD FILL OUT THE APPROPRIATE SECTION OF THE BIDDER INFORMATION SHEET.

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 104 -04, Standard Specifications, Construction and Materials, published by the New York State Department of Transportation, in effect on the date of advertising for bids, and all addenda, if applicable;
2. All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112, Title 23, U.S. Code;
3. Certification of Specialty Items category selected, if contained in this proposal;
4. Certification of any other clauses required by this proposal and contained herein;
5. Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

Date: _____

(Legal Name of Person, Corporation, or Firm Which
is Submitting Bid or Proposal)

BY: _____
(Signature of Person Representing Above)

AS: _____
(Official Title of Signatory in Above Firm)

(Acknowledgment by Individual Contractor, If a Corporation)

STATE OF NEW YORK)
) SS:
COUNTY OF)

On this _____ day of _____, 20____, before me personally
came _____, to me known and known to me to be the person
who executed the above instrument, who being duly sworn by me, did depose and say that they reside at

_____, and that they are the _____ of the

the corporation described in and which executed the above instrument, and that they signed their name
thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment by Co-Partnership Contractor)

STATE OF NEW YORK)
) SS:
 COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for themself depose and say that they are a member of the firm of _____, consisting of them and, and that they executed the foregoing instrument in the firm name of _____ and that they had authority to sign same, and did duly acknowledge to me that they executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

 Public Notary

(Acknowledgment by Individual Contractor)

STATE OF NEW YORK)
) SS:
 COUNTY OF)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be described in and who executed the foregoing instrument, and that they acknowledged that they executed the same.

 Notary Public

NON-COLLUSIVE BIDDING CERTIFICATION BIDDER INFORMATION

Bidder to provide information listed below:

Bidder Address:

Street or P. O. Box No.

City

State

ZIP

Federal Identification No.: _____

Name of Contact Person: _____

Phone # of Contact Person: _____

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,
MISCONDUCT, OR OTHER PROHIBITED CONTRACT ACTIVITIES**

US DEPARTMENT OF TRANSPORTATION HOTLINE: Persons with knowledge of bid collusion (ie, contractors, suppliers, workers, etc.) or other questionable contract related practices (inadequate materials, poor workmanship, theft of materials, etc) are encouraged to report such activities by calling the USDOT Hotline. The HOTLINE number is 1-800-424-9071 and calls will be answered from 8:00 AM to 5:00 PM EST, Monday through Friday. This HOTLINE is under the direction of the USDOT's Inspector General. All information will be treated confidentially and the caller's anonymity will be respected.

NEW YORK STATE INSPECTOR GENERAL HOTLINE. Reports of New York State Governmental Misconduct may be made in strict confidence to the New York State Inspector General on the Toll Free Statewide HOTLINE or by writing to the Office of the Inspector General. The Toll Free Statewide HOTLINE telephone number is 1-800-367-4448 and calls will be answered between 9:00 AM and 5:00 PM EST, Monday through Friday. The address of the Office of the State Inspector General is the State Capitol, Executive Chamber, Albany, New York 12224.

5. ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Receipt is hereby acknowledged for all addenda listed above.

COMPANY NAME _____

AUTHORIZED SIGNATURE _____

PRINTED NAME _____

TITLE _____

DATE _____

6. CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal; to the best of their knowledge and belief, that:

- A. 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 any Federal 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.
- B. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions (Included in Section II.7 of this Proposal.)

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.

The prospective participant also agrees by submitting their bid or proposal that they shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

By executing this document, the Contractor agrees to:

Perform all work listed in accordance with the Contract Documents at the unit prices bid; subject to the provisions of Section 109-16, *Standard Specifications, Construction and Materials*, published by the New York State Department of Transportation, used on this project, if applicable;

All the terms and conditions of the non-collusive bidding certifications required by Section 139-d of the State Finance Law, and Section 112(c), Title 23, US Code;

Certification of Specialty items category selected, if contained in this proposal;

Certification of any other clauses required by this proposal and contained herein;

Certification, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations or ineligibility, indictments, convictions, or civil judgments required by 49 CFR Part 29.

By signing below, I am certifying that I fully understand the complete requirements of the bid and additional documents as specified above. I acknowledge that this Certificate is to be furnished to Oneida County in connection with this contract, and is subject to applicable state and federal laws, both criminal and civil.

_____	Legal Name of PERSON, CORPORATION OR FIRM
_____	AUTHORIZED SIGNATURE
_____	PRINTED NAME
_____	OFFICIAL TITLE OF SIGNATOR
_____	DATE

STATE OF NEW YORK:

ss:

Oneida County

On this _____ day of _____, 20____, before me personally came _____, to me known, and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same.

NOTARY PUBLIC

COUNTY

Acknowledgement by co-partnership contractor:

STATE OF NEW YORK:

ss:

COUNTY OF _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did depose and say that they are a member of the firm of _____; consisting of themselves and _____, and that they executed the foregoing instrument in the name of said firm, and that they had authority to sign same, and did duly acknowledge to me that they executed the same as the act and deed of said firm for the uses and purposes mentioned therein.

NOTARY PUBLIC_____
COUNTY**Acknowledgement by Contractor, if a Corporation:**

STATE OF NEW YORK

ss:

ONEIDA COUNTY

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, who, being by me duly sworn did depose and say that they resides at _____; that they are the _____ for _____, Inc., the corporation, described in and which executed the foregoing instrument, and they signed their name thereto by order of the Board of Directors of said Corporation.

NOTARY PUBLIC_____
COUNTY

7. IRAN DIVESTMENT ACT

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the County receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the County will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The County reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

BIDDER’S CERTIFICATION (REQUIRED)

- ☐ By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer 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 its knowledge and belief, that each bidder/proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.
- ☐ I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

8. REQUIREMENTS REGARDING LOBBYING ACTIVITIES ON FEDERAL AID CONTRACTS

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046

1. Type of Federal Action: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance		2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award		3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): _____			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print their name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

9. **DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION GOALS**

DISADVANTAGED/MINORITY/WOMEN'S BUSINESS ENTERPRISE (D/M/WBE) UTILIZATION GOALS

The Department has established the following utilization goal(s) for this contract. The goal is expressed as a percentage of the total contract bid price. For clarification of Disadvantaged Business Enterprise (DBE) Utilization, Minority Business Enterprise (MBE) Utilization or Women's Business Enterprise (WBE) Utilization requirements refer to 102-12 D/M/WBE Utilization of the Standard Specifications.

Disadvantaged Business Enterprise Utilization Goal 0 %. (Federal Aid Only)

Minority Business Enterprise (MBE) Utilization Goal 8 % (Non-Federal Aid Only)

Woman Business Enterprise (WBE) Utilization Goal 15 % (Non-Federal Aid Only)

Service-Disabled Veteran Owned Business (SDVOB) Utilization Goal 6 % (Non-Federal Aid Only)

Directories and/or Information related to the current certification status of Disadvantaged Business Enterprises can be obtained by contacting:

NYS Department of Transportation
Office of Equal Opportunity Development and Compliance
1220 Washington Avenue
Albany, NY 12232-0444
(518) 457-1129
<https://www.dot.ny.gov/main/business-center/civil-rights>

Directories and/or Information related to the current certification statue of Minority and Women's Business Enterprises, can be obtained by contracting:

Empire State Development Corporation
Office of Minority and Women's Business Development
30 S. Pearl Street
Albany, NY 12245
(518) 292-5250
www.empire.state.ny.us

Disadvantaged Business Enterprise Officer

The Bidder shall designate and enter below the name of a Disadvantaged/Minority/Women's Business Enterprise Officer who will have the responsibility for the D/M/WBE Utilization.

Bidder Designated D/M/WBE Officer:

Telephone Number:

() _____

10. CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYEMENT OPPORTUNITY

This certification is required pursuant to Executive Order 11246 (30F.R. 1231925). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER:

Bidder's Name: _____

Address and Zip Code: _____

1. Has bidder participated in a previous contract or sub-contract subject to the Equal Opportunity Clause?

Yes _____ No _____

If answer is yes, identify the most recent contract: _____

2. Were compliance reports required to be filed in connection with such contract or sub-contract?

Yes _____ No _____

If answer is yes, identify the most recent contract: _____

a. Has bidder filed all compliance reports due under applicable instructions?

Yes _____ No _____ None Required _____

4. If answer to Item 2.a is "No", please explain in detail.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Signature

Date

Name & Title Typed

RETURN THIS PAGE WITH BID

11. BIDDER’S STATEMENT ON SEXUAL HARASSMENT

In Accordance with New York State Finance Law

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Name (Printed)

Title

Signature

Date

SIGN AND RETURN WITH BID SHEET

B. AGREEMENT

This CONTRACT, in six (6) copies, made and entered into this _____ day of _____, 20____, by and between Oneida County, municipal corporations, organized and existing under the laws of the State of New York, with its principal offices and places of business located at 2470 North Road Oriskany Falls, NY 13425, hereinafter designated as “Owner”, Party of the First Part,

and

 _____ of _____

County of _____ State of _____

Hereinafter designated as the Contractor, party of the Second Part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed, and hereby mutually agree, the Party of the First Part for itself and its successors, and the Party of the Second Part for itself, himself or themselves and its successors, their or their executors, administrators and assigns as follows:

Article 1 – Description: Under this Agreement and Contract, the Contractor shall furnish all materials and perform all work required to replace the culvert at Simmons Road over Dix Brook.

Article 2 – In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all matters and things to be performed by the Owner as hereinafter provided, the Contractor agrees, at their own sole cost and expense to perform all the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time hereinafter specified and in accordance with the terms, conditions and provisions of this Contract and with the instructions, order and directions of the Engineer made in accordance with the Contract.

Article 3 – The Owner agrees to pay and the Contractor agrees to accept, as full compensation for all work done and materials furnished, and also for all costs and expense incurred, and loss or damages sustained by reason of the action of the elements or growing out of the nature of the work, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the proposal hereto attached.

Article 4 – Contract Documents: The following Documents shall constitute integral parts of the Agreement, the whole to be collectively known and referred to as the Contract: Invitation to Bidders, Instruction to Bidders, Wage Rates, Bid Documents, Agreement, Performance Bond, Labor & Materials

Payment Bond, Insurance Certificates, General Conditions, Supplementary Conditions, Specifications, Contract Drawings, and all interpretations of, or addenda to the CONTRACT DOCUMENTS issued by the Owner or the Engineer with the approval of the Owner.

The Table of Contents, Indices, Headings, Titles contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretations of the provisions to which they refer.

Article 5 - Contractor agrees to comply with all requirements of the Contract Documents and with all provisions of law and implementing regulations. If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of the Contract, then the Owner may make use of any or all remedies at law or in equity, or as provided in the Contract and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6 - The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

Article 7 - This agreement shall be construed and enforced in accordance with the laws of the State of New York.

Article 8 - The Contractor agrees:

- (a) He hereby voluntarily and irrevocably submits himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this Contract located within the State of New York in which any litigation is brought based on or arising out of this Contract.
- (b) Any litigation brought by the Contractor based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the County in which the Owner is located.
- (c) Any legal process or notice connected with any litigation may be served on the Contractor by United States registered mail, postage pre-paid, addressed to the Contractor at their address stated in this Contract or at the Address stated in this Contract for the furnishing of notices to the Contractor or at the Contractor's last known address, and that service in such manner shall constitute good and valid service of process upon the Contractor.
- (d) The Contractor hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process served in the manner provided in Subparagraph (c) immediately above, invalid service of process, and that they will duly enter their appearance in any such action.
- (e) This Contract may be presented in court as conclusive evidence of the foregoing agreement.

Article 9 - Insurance:

The Contractor agrees to comply with the insurance requirements of Oneida County as attached hereto.

Article 10 - Indemnification:

The Contractor agrees to defend, indemnify, and save harmless Oneida County and from any and all claim(s) arising out of services performed by the Contractor hereunder, including those specifically arising out of negligent acts or omissions or the Contractor's officers, employees and agents (if applicable), including any costs for legal services and the defense of any said claim(s).

Article 11 - Americans with Disabilities:

Oneida County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services. The Contractor warrants that it is in compliance with the Americans with Disabilities Act (Public Law 101-336) and that it will, in carrying out the requirements of this contract, comply in all respects with the provisions of the Act and its implementing regulations.

Article 12 - Termination:

This Agreement may be terminated by either party, giving thirty (30) days written notice of intention to the other party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement in six (6) copies the day and year first above written.

CONTRACTOR:

Name of Contractor

Date

Signature of Owner/Officer

Date

(Seal)

APPROVED BY ONEIDA COUNTY:

Jeffrey Quackenbush, Oneida County
Commissioner of Public Works

Date

(Seal)

(Certification of Owner's Attorney)

I, the undersigned, the duly authorized and acting legal representative of _____
do hereby certify as follows:

I have examined the foregoing Contract and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions and provisions thereof.

By: _____
Oneida County Attorney

(Date)

(ACKNOWLEDGEMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of _____)

) SS:

County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that they are the _____ of the _____ described in and which executed the foregoing instrument; that they know the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that they affixed it thereto and attested the same over their signature by virtue of the authority in him vested.

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION)

State of _____)

) SS:

County of _____)

On this _____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that they reside at _____; that they are the _____ of _____, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that they signed their name thereto by like order.

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP)

State of _____)

) SS:

County of _____)

On this ____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument, and they acknowledged to me that they executed the same as and for the act and deed of said firm.

(ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL)

State of _____)

) SS:

County of _____)

On this ____ day of _____, 20____, before me personally came and appeared _____ to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same.

(ACKNOWLEDGEMENT OF CONTRACTOR, IF A LIMITED LIABILITY COMPANY)

State of _____)

) SS:

County of _____)

On this ____ day of _____, 20____, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that they reside at _____; that they are the _____ of _____, the limited liability company described in and which executed the foregoing instrument; that they know the seal of said limited liability company; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the managing members of said limited liability company, and that they signed their name thereto like order.

C. BONDS

1.) Securities & Guarantees

a.) Performance Bonds, Labor and Materials Payment Bonds and Guarantees

The Contractor shall furnish Performance and Labor and Materials Payment Bonds each in an amount not less than the full amount of the accepted bid. The Performance Bond shall guarantee faithful performance of the work in compliance with all Contract Documents. The Labor and Materials Payment Bonds shall guarantee the payment of all persons performing labor or furnishing materials in connection therewith. The Bonds shall be in a form approved by the Owner and in effect throughout the contract period and for a period of twelve months following the date of the Notice of Substantial Completion. The Surety Company or Companies shall be designated by the Contractor and shall be authorized to transact business in New York State, and if this is a Federally aided project, shall appear on the U.S. Treasury Department's most current list (Circular 570 as amended). The premium for these Bonds shall be paid by the Contractor and shall be included as part of their Bid. An Attorney-in-fact who signs Performance and Labor and Materials Payment Bonds shall file with each Bond or copy thereof a certified copy of their Power-Of-Attorney to sign such Bonds.

Cash in the form of United States currency or a certified check payable to the Owner in the full amount of the accepted Bid, deposited with the Owner, will be accepted in lieu of both bonds. Such deposits shall serve as the Performance and Labor and Materials Payment Bonds for all purposes specified, and the Contractor agrees that such deposit, or such portion thereof, as may be required to satisfactorily complete the work, shall be forfeited to the Owner.

The Owner reserves the right to order or approve additions to, omission from, or changes in the work without notice to the Surety.

The Contractor guarantees all the work, materials and equipment called for in the Contract against defects in materials or workmanship for a period of twelve months following the date of the Notice of Substantial Completion. Under this guarantee, the Contractor shall make good, at their own expense and without delay, any failure of any part due to poor or faulty materials, construction or installation, or to the failure of any equipment to satisfactorily perform the work required of it by the Specifications. The Contractor shall also make good any damage to any part of the Project, the environment or other property of the Owner caused by such failure. Any work replaced or rebuilt during the above-mentioned guarantee period shall be similarly guaranteed for a 12-month period starting from the date of acceptance of the repair, reconstruction or replacement.

The Contractor's Performance and Labor and Materials Payment Bonds specified in the above paragraph shall fully cover all guarantees specified.

b.) Additional Security

At any time the Owner may become dissatisfied with the Surety or Sureties who furnished the Performance Bond and the Labor and Materials Payment Bonds, or if for other reasons the Bond(s) shall, in the opinion of the Owner, cease to be adequate security to the Owner, the Contractor shall, within five days after notice from the Owner, substitute a new Bond(s) acceptable to the Owner in form, amount and Surety. The premium on such Bond(s) shall be paid by the Contractor. No payments on any Monthly Estimate shall become due and none shall be made until the new Surety shall have been approved and the Bond(s) executed and accepted.

2.) Labor and Materials Payment Bond

(Attach Labor and Materials Payment Bond Here)

3.) Performance Bond

(Attach Performance Bond Payment Here)

D. INSURANCE**1.) Insurance Requirement Checklist:**

(For further detail, see the attached insurance section Section II.D.2 below)

Contractor shall provide certificates of insurance proving the following:

- _____ 1. Commercial general liability insurance coverage:
- _____ Personal injury liability: \$1,000,000 each occurrence
- _____ Bodily injury & property damage: \$1,000,000 each occurrence
- _____ Aggregates: \$2,000,000 general aggregate
\$2,000,000 products aggregate
- _____ **The aggregate must be applicable on a per project basis.**
- _____ **Endorsement or policy shall waive subrogation rights.**
- _____ **Coverage is to be endorsed to reflect that insurance is primary and non-contributory with respect to any other collectable insurance, for the owner and all other parties required to be named as additional insureds.**
- _____ Property damage insurance shall include coverage for XCU hazards, (explosion, collapse and underground operations).
- _____ Oneida County, State of New York/New York State Department of Transportation, and MJ Engineering, Architecture, Landscape Architecture, and Land Surveying, P.C. must be listed as additional insured
- _____ 2. Automobile liability insurance: \$1,000,000 limit
- _____ 3. Umbrella liability insurance: \$ 5,000,000 limit, covering general liability, contractual liability and automobile liability **in excess of primary policy.**
- _____ 4. Proof of worker's compensation insurance
- _____ 5. Proof of New York State disability insurance
- _____ 6. Owner and Contractor Protective Liability insurance coverage (OCP) in the amount of \$1,000,000, (One Million Dollars) issued in the name of Oneida County and listing the Engineer as an additional insured.

- _____ 7. Installation Floater Insurance (for bridges, guiderail projects, etc.), including special peril and theft. The value of the insurance shall be equal to or greater than the full value of the work (on-site and off site). This insurance shall be in the names of NYSDOT, Oneida County, New York State, the Contractor and the Engineer, payable to the County.

2.) Certificate of Insurance

(Attach Insurance Certificates Here)

E. STATEMENT OF BIDDER'S QUALIFICATIONS AND PRIOR EXPERIENCE

All questions must be answered and the data shown must be clear and comprehensive. This questionnaire must be notarized. The person signing this questionnaire certifies the truth and accuracy of all statements and of all answers to questions made hereinafter. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information they desire. This form shall be submitted by the apparent low bidder within 3 days of the bid opening.

PRINT OR TYPE ALL INFORMATION EXCEPT FOR SIGNATURES

Project Title: **PIN 2754.83, County Bid No. 2377, Replacement of Simmons Road Culvert**

Name of Firm
or Bidder

Address:

Telephone:

1. The Bidder is a (check one): ☐ Individual ☐ Partnership ☐ Corporation
incorporated in the State of _____; ☐ Joint Venture consisting of

2. What is the dollar value of the largest contract that you have been awarded within the last five (5) years and completed; name of job; where was it located; and for whom was it done? (Furnish name and telephone number of references):

3. Are you engaged in any other contract work at the present time? Yes____, No____.

If yes, give total value of work now under contract: In the event that you are not engaged in any work at present, furnish names and telephone numbers of at least three references concerning your past performance.

Total value of work presently under contract and value of uncompleted portion of work as of date of filing is:

Total Value: \$ _____

Uncompleted Value: \$ _____

Name of project: _____ Bid Price: _____

Client: _____ Est. Completion Date: _____

Name of project: _____ Bid Price: _____

Client: _____ Est. Completion Date: _____

Name of project: _____ Bid Price: _____

Client: _____ Est. Completion Date: _____

Name of project: _____ Bid Price: _____

Client: _____ Est. Completion Date: _____

4. Status of the following involvements of your firm or firm members, explain in detail below:
- a. Assessment of liquidated damages
 - b. Default
 - c. Ineligibility to bid on State or Federal projects
 - d. Assignments of monies earned under this contract
 - e. Limits

5. In what manner have you inspected this proposed project? Explain in Detail:

6. Please give the names and qualifications of personnel who will handle your field work on this project.

Project Superintendent: _____

Others _____

7. What work will you perform on site and with your own forces? (Indicate here major items of work and dollar value of items listed.)

Item	Dollar Value
_____	_____
_____	_____
_____	_____
_____	_____

8. What percentage of the entire job will you perform with your own forces? _____%
9. How many of your own workmen do you have available for this project?
10. From what sources will additional labor (if any) be obtained for this project?
11. In how many days after receiving Notice to Proceed can you start work?
12. What part of the work do you plan on subcontracting? (Indicate here major items of work and dollar value of the items listed.)

Item: _____ Value: \$ _____
 Subcontractor: _____
 Address: _____

Item: _____ Value: \$ _____
 Subcontractor: _____
 Address: _____

Item: _____ Value: \$ _____
 Subcontractor: _____
 Address: _____

13. What percentage of the entire dollar value does this represent? _____%
14. List the type and number of construction equipment, which you own and intend to use for this project:
15. List the type and number of construction equipment, which you anticipate to rent for this project:
16. Remarks that the applicant believes to be appropriate:

Dated at _____ this _____ day of _____, 20____.

(CORPORATE SEAL)

(Name of Bidder)

By:

Title:

State of

County of _____ SS.

Town of _____, being duly sworn deposes and says that they are
_____ of _____ and that the answers to the
foregoing questions, and all statements are true and correct.

Subscribed and sworn before me this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

NOTE: The Contractor must have an updated NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2) form on file with the NYSDOT. The form is attached following this page.

F. CONTRACTORS RECYCLING AND SOLID WASTE MANAGEMENT CERTIFICATION FORM**FOR ONEIDA COUNTY CONTRACTS**

The Oneida County Board of Legislators at its May 26, 1999, meeting passed Resolution No. 249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contracts. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

(a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

(b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Name

Title

Signature

Date**SIGN AND RETURN WITH BID SHEET**

G. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

Pursuant to State Finance Law Section 165(2)(c)(ii), the following certification is mandatory in every bid proposal, solicitation, request for bid or proposal and contract for the construction of any public work, building maintenance or improvement.

Any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product as defined by Section 165 of the State Finance Law in performance of the contract shall be deemed non-responsive.

This prohibition shall not apply to:

1. To bid packages advertised and made available to the public or any competitive and sealed bids received or entered into prior to August twenty-fifth, nineteen hundred ninety-one; or
2. To any amendment, modification or renewal of a contract, which contract was entered into prior to August twenty-fifth, nineteen hundred ninety-one, where such application would delay timely completion of a project or involve an increase in the total monies to be paid under that contract; or
3. Where the contracting officer finds that:
 - a. No person or entity doing business in the state is capable of performing the contract using acceptable non-tropical hardwood species; or
 - b. The inclusion or application of such provisions will violate or be inconsistent with the terms or conditions of a grant, subvention or contract with an agency of the United States or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or contract; or
 - c. The use of tropical woods is deemed necessary for purposes of historical restoration and there exists no available acceptable non-tropical wood species.

Certification of the Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be used under this contract award will be acquired in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

In addition, when any portion of this Contract involving the use of woods, whether for supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the sole responsibility of the Contractor to establish to meet with the approval of the County.

Name

Title

Signature

Date

SIGN AND RETURN WITH BID SHEET

H. PRIME CONTRACTOR CERTIFICATION FORM

I certify under penalty of law that I understand and agree to comply with the terms and conditions of the stormwater pollution prevention control plan for the construction site identified in such plan as a condition of authorization to discharge stormwater. I also accept full responsibility for the actions of all subcontractors working for me who are involved with planning, constructing, operating or maintaining any erosion and sediment control and/or stormwater management measures or practices.

I also understand that the Oneida County Department of Public Works must comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (“SPDES”) general permit for stormwater. Discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards.

_____	_____
(name)	(date)

(title)

(name of firm, address and telephone number)

(site address or other identifying description)

I. CONFLICT OF INTEREST

(A) AFFIDAVIT:

At the time the Contractor submits a bid, or, if no bid is submitted, prior to performing any services, the Contractor shall serve upon the County Attorney the attached Affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The affidavit shall further state that the Contractor agrees that in the rendering of services to the County no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the County.

(B) DUTY TO DISCLOSE:

During the course of performing services for the County, the Contractor agrees to disclose immediately to the County, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor, its employees and agents. The duty to disclose is a continuing duty. The Contractor agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the Contractor agrees that all work, services and payments shall be suspended pending final approval by the County or the County Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving the County's rights to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Contractor, and the Contractor shall disclose the same. The Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payer or party for services on the same project or related project. The Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration parties other than the County for work on the project to which the contract pertains. If applicable, the Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project or in the immediate vicinity thereof. A conflict of interest on the part of the Contractor's employees or agents shall be deemed a conflict of interest on the part of the Contractor, giving rise to the same duty to disclose.

(C) DUTY TO MAINTAIN CONFIDENTIALITY:

The Contractor agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law.

AFFIDAVIT

PIN 2754.83; LD040977; County Bid No. 2377
 Replacement of Simmons Road Culvert
 Town of Augusta, Oneida County, New York

STATE OF NEW YORK)

ss:

ONEIDA COUNTY)

_____, being duly sworn, disposes and says that:

1. I, _____, am an independent contractor, and have this date signed a contract to provide services to Oneida County.
2. I certify that, as the Contractor, I have no interest nor will I acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of these services to the County.
3. I agree that in the rendering of services to the County, no persons having any such interest shall be employed by me. I assume full responsibility for knowing whether my employees or agents have any such interest and hereby certify that no such interest exists.

Dated: _____ 20____

By: _____

Sworn before this _____ day of _____, 20____.

 Notary Public

J. NON-INTERRUPTION OF WORK AGREEMENT

By submission of this Bid for:

PIN 2754.83; LD040977, County Bid No. 2377
Replacement of Simmons Road Culvert
Town of Augusta, Oneida County, New York

the BIDDER agrees that if this bid is accepted, he will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the BIDDER or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____

K. WAIVER OF IMMUNITY PURSUANT TO 103a OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK

The Contractor and/or Vendor and/or Supplier, pursuant to General Municipal Law, section 103a, hereby agrees to the provisions in the law which require that upon refusal of a person, when called before a Grand Jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a Public Authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a Waiver of Immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

- (a) Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contract with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
- (b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof, since the effective date of this Law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

Authorized Signature for Bidder

Title

Date

(Corporate Seal, if any)
(If no seal, write "No Seal"
Across this place and sign)

L. RESOLUTION ACCOMPANYING BID (CORPORATE BIDDERS ONLY)

TO: _____
(Name of Owner)

I HEREBY CERTIFY that the following is a true and correct copy of resolutions duly adopted at a meeting of the Board of Directors of _____ a corporation, incorporated under the laws of the State of _____ duly called and held on the _____ day of _____, 20____, a quorum then being present; that the said resolutions have been entered upon the regular minute book of the corporation and are in accordance with the certificate of incorporation and the bylaws and are now in full force and effect:

RESOLVE that the below listed officer(s) of this corporation is/are authorized on behalf of this corporation to sign the bid proposal and the contract for the following project: Proposal for the Replacement of Simmons Road Culvert and to include in such bid proposal the certificate as to non-collusion required by law as the act and deed of such corporation, and for all inaccuracies or mis-statements in such certificate this corporation shall be liable under the penalty of perjury; and to enter into the contract if awarded to this corporation;

NAME	TITLE
_____	_____

_____	_____
Secretary:	_____
Date:	_____

(Corporate Seal if any. If no seal, write “NO SEAL” across this place and sign.)

M. GENDER-BASED VIOLENCE CERTIFICATION

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide a statement with their bid detailing reasons therefor:

N. CERTIFICATION OF COMPLIANCE WITH LABOR LAW SECTION 220-i

This is a contract for public work subject to New York State Labor Law § 220-i. The undersigned contractor hereby certifies that it is duly registered with the New York State Commissioner of Labor, and that the contractor has been issued, and actively maintains, a certificate of registration by the Commissioner of Labor, and has submitted a copy of such registration with this Certification.

The undersigned contractor further certifies that each of its subcontractors for this project, if any, shall be registered with the Commissioner of Labor before the subcontractor performs any work on this project.

Name (Print)

Title

Signature

Date

SIGN AND RETURN WITH PROPOSAL

****ENCLOSE COPY OF CERTIFICATE OF REGISTRATION****

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each “Yes” answer in Sections IV, V, VI, VII, VIII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant’s Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked “CONFIDENTIAL” to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR, SUITE 1CM
ALBANY, NY 12232
(518) 457-1564

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type -		
a) <u>Corporation</u> (including <u>P.C.</u>)	Date of Incorporation	
b) <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized	
c) <u>Limited Liability Partnership</u>	Date of Registration	
d) <u>Limited Partnership</u>	Date Established	
e) <u>General Partnership</u>	Date Established	County (If formed in NYS)
f) <u>Sole Proprietor</u>	How many years in business?	
g) Other	Date Established	
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?	Yes	No
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed: United States State Other Country		

*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at:
<http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>.

Note: These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. **By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

I. BUSINESS CHARACTERISTICS				
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ? <i>Note: Select "Not Required" if the <u>Business Entity</u> is a <u>Sole Proprietor</u> or <u>General Partnership</u></i>				Yes No Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :				
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .				Yes No
1.4 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>				Yes No N/A
If "Yes," provide the address and telephone number for one office located in New York State.				
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?				Yes No
If "Yes," check all that apply: New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <u>New York State Small Business</u> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)				
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>				
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>	Employment Status with the Firm	
			Current	Former
			Current	Former
			Current	Former
			Current	Former

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?		Yes No
Firm/Company Name	Firm/Company EIN (If Available)	Firm/Company's Primary Business Activity

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this <u>affiliate</u> ?		Yes No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to 2.0 above?		Yes No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		Yes No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> <u>Joint Ventures</u> within the past three (3) years? <i>Attach additional pages if necessary.</i>		Yes No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

III. CONTRACT HISTORY
3.0 List the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.pdf . If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.pdf .

IV. INTEGRITY – CONTRACT BIDDING		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	Yes	No
4.1 Been subject to a denial or revocation of a government prequalification?	Yes	No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes	No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	Yes	No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	Yes	No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IV. INTEGRITY – CONTRACT BIDDING		
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:		
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	Yes	No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

V. INTEGRITY – CONTRACT AWARD		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	Yes	No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	Yes	No
5.2 Had its surety called upon to complete any contract whether government or private sector?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity/owners</u> involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

VI. CERTIFICATIONS/LICENSES		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	Yes	No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a <u>federal</u> certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	Yes	No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

VII. LEGAL PROCEEDINGS		
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	Yes	No
7.1 Been the subject of:		
(i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	Yes	No
(ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	Yes	No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	Yes	No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

VII. LEGAL PROCEEDINGS Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:		
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	Yes	No
7.4 Had a New York State Labor Law violation deemed willful?	Yes	No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	Yes	No
7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u> , pending administrative hearings or proceedings or determinations of a violation of: ▪ <u>Federal</u>, state or local health laws, rules or regulations; ▪ <u>Federal</u>, state or local environmental laws, rules or regulations; ▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; ▪ Any labor law or regulation, which was deemed willful; ▪ Employee Retirement Income Security Act (ERISA); ▪ <u>Federal</u>, state or local human rights laws; ▪ <u>Federal</u>, state or local security laws?	Yes	No
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

VIII. LEADERSHIP INTEGRITY If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section. Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:		
8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	Yes	No
	N/A	
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	Yes	No
	N/A	
8.2 Misdemeanor or felony charge, indictment or conviction for: (i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	Yes	No
	N/A	
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	Yes	No
	N/A	
<i>For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	Yes	No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?	Yes	No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?	Yes	No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	Yes	No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project	b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.pdf		

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	Yes No
<i>Indicate the question number(s) and explain the basis for the claim.</i>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.							
1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.							
6.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
7.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
8.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.								
1.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to Others		Uncompleted Amount	
2.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to Others		Uncompleted Amount	
3.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to Others		Uncompleted Amount	
4.	Agency/Owner					Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount		Amount Sublet to Others		Uncompleted Amount	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.										
5.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		
6.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		
7.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		
8.	Agency/Owner					Award Date		Amount		Date Completed
	Contact Person			Telephone No.		Design Architect and/or Design Engineer				
	Contract No.		Prime or Sub	Joint Venture (JV) Name, if applicable					EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to Others		Uncompleted Amount		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
Grand Total All Uncompleted Contracts							

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:
As of Date:

ASSETS

Current Assets

1.	<u>Cash</u>		\$	
2.	<u>Accounts receivable – less allowance for doubtful accounts</u>	\$		
	Retainers included in accounts receivable			
	Claims included in accounts receivable not yet approved or in litigation			
	Total accounts receivable		\$	
3.	<u>Notes receivable – due within one year</u>		\$	
4.	<u>Inventory – materials</u>		\$	
5.	<u>Contract costs in excess of billings on uncompleted contracts</u>		\$	
6.	<u>Accrued income receivable</u>			
	Interest			
	Other (list)			
	Total accrued income receivable		\$	
7.	<u>Deposits</u>			
	Bid and plan			
	Other (list)			
	Total deposits		\$	
8.	<u>Prepaid expenses</u>			
	Income Taxes			
	Insurance			
	Other (List)			
	Total prepaid expenses		\$	
9.	<u>Other current assets</u>			
	(List)			
	Total other current assets		\$	
10.	<u>Total current assets</u>			\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

11.	<u>Investments</u>		
	Listed securities present market value	\$	
	Unlisted securities present value		
	Total investments		\$
12.	<u>Fixed Assets</u>		
	Land		
	Building and improvements		
	Leasehold improvements		
	Machinery and equipment		
	Automotive equipment		
	Office furniture and fixtures		
	Other (list)		
	Total		\$
	Less: accumulated depreciation		\$
	Total fixed assets net		\$
13.	<u>Other Assets</u>		
	Loans receivable	officers	
		employees	
		shareholders	
	Cash surrender value of officers' life insurance		
	Organization expense – net of amortization		
	Notes receivable – due after one year		
	Other (list)		
	Total Other Assets		\$
14.	<u>TOTAL ASSETS</u>		\$

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

LIABILITIES

Current Liabilities

15.	Accounts payable		\$
16.	Loans from shareholders – due within one year		
17.	Notes payable – due within one year		
18.	Mortgage payable – due within one year		
19.	Other payables – due within one year (List)	\$	
	Total other payables – due within one year		
20.	Billings in excess of costs and estimated earnings		
21.	Accrued expenses payable	Salaries and wages Employees' benefits Insurance Other	
	Total accrued expenses payable		
22.	Dividends payable		
23.	Income taxes payable	State Federal Other	
	Total income taxes payable		
24.	Total Current Liabilities		\$
25.	Deferred Income Taxes		
	Payable	State Federal Other	
	Total deferred income taxes		\$

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

26.	<u>Long Term Liabilities</u> Loans from shareholders – due after one year Notes payable – due after one year Mortgage – due after one year Other payables – due after one year (List)		
	Total long term liabilities	\$	
27.	<u>Other Liabilities</u> (List)		
	Total other liabilities	\$	
28.	<u>TOTAL LIABILITIES</u>		\$
<u>NET WORTH</u>			
29.	Net Worth (if proprietorship or partnership)	\$	
30.	Stockholders' Equity		
	Common stock issued and outstanding	\$	
	Preferred stock issued and outstanding		
	Retained earnings		
	Total	\$	
	Less: Treasury Stock		
31.	TOTAL STOCKHOLDERS EQUITY		\$
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY		\$