**INVITATION TO BID AND NOTICE TO BIDDERS**

**DATE: Thursday, May 20, 2021**

**NOTICE IS HEREBY GIVEN THAT SEALED BIDS ARE SOUGHT AND REQUESTED FOR THE FOLLOWING:**

**BID NAME: ASBESTOS ABATEMENT AT ENTERPRISE WEST**

Please see section 7 for scheduled time of Pre-Proposal meeting.

**BID NUMBER: RFB-UC21-028**

**NOTICE!**

**PURCHASING HAS MOVED!**

**We are now located in 100 Development Court**

**Kingston, NY 12401**

**Mailing Address: PO BOX 1800, KINGSTON, NY 12402**

**PLACE OF OPENING:** Ulster County Purchasing,

**100 Development Court**

Kingston, NY 12401

**DATE OF OPENING:** **Thursday, June 10, 2021**

**TIME OF OPENING:** **3:00 P.M.**

**CONTACT PERSON: Michael Maphis; Principal Buyer**

**Ph: (845) 340-3999**

**Email: mmap@co.ulster.ny.us**

BIDDERS **MUST** SUBMIT BID IN **SEALED** ENVELOPE.

PLEASE PRINT ON THE FACE OF **OUTSIDE/ MAILING** ENVELOPE:

1) NAME & ADDRESS OF BIDDER

2) BID NAME & NUMBER

It is the bidder's responsibility to read the attached Bid Specifications and GENERAL CONDITIONS, which outline bidding rules of the Ulster County Purchasing Department. Upon submission of bid, it is understood that the bidder has read, fully understands and will comply with said GENERAL CONDITIONS and specification requirements.

**IMPORTANT NOTICE: Bid distribution -** Copies of Bid Documents obtained from any source other than directly from Ulster County are not considered official copies. Only those bidders who obtain bidding documents from Ulster County Purchasing or the Ulster County website are guaranteed to receive addendum information if issued. **If you have obtained this document from a source other than Ulster County Purchasing or its website, it is recommended that you obtain an official copy.**

**By: Edward Jordan, Director of Purchasing**

PLEASE RETAIN THE BID DOCUMENT FOR YOUR RECORDS 07/18GENERAL CONDITIONS

BIDS

1. All bids shall be made upon forms furnished by the Director of Purchasing for the County of Ulster and shall be contained in sealed envelopes addressed to Ulster County Director of Purchasing, 100 Development Court, Kingston, NY 12401.

2. Form of bid as issued by the County Director of Purchasing shall be completely filled in black ink or typed. No bid will be accepted, which contains any changes, additions, omissions or erasures, unless otherwise stated.

3. Bidder must submit with bid detailed specifications, circulars and all necessary data on items it proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Director of Purchasing reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications, such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are in the best interests of the County of Ulster as interpreted by the Director of Purchasing of the County of Ulster.

4. All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

5. Bidder must insert the price per unit and the extensions against each item in this bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions. If a price is written in numbers and alpha ‑ the alpha will govern.

6. The prices submitted shall be exclusive of Federal and State taxes and must not include any tax for which the bidder may claim exemption because of doing business with the County.

7. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

8. Prices shall be net FOB any point in the County of Ulster, New York. Price quoted shall include all delivery costs.

9. Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

10. All bids received after the time stated for the opening in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

11. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the Director of Purchasing as to whether an alternate or

substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item it proposes to furnish, otherwise, bid will be construed as submitted on the identical item as specified.

12. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

13. If two or more bidders submit identical bids as to price, the decision of the Director of Purchasing to award a contract to one of such identical bidders shall be final. (General Municipal Law, Sec. 103. sub. 1)

14. It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with its bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. The County, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

15. See attached minimum insurance requirements.

Liability, workers compensation and disability coverage statements are required of all bidders. Automobile coverage is required from those who provide delivery. Bidders who use common carriers for delivery do not need automobile coverage statements.

16. In the event satisfactory bids are not received, the Director of Purchasing reserves the right to consider alternative proposals containing deviations from County specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

17. Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder's response whether it be "o", "N/A", "‑‑", or a dollar figure. All lines must be filled in to indicate bidder's acknowledgment of the request.

Bids that do not have all applicable lines filled in on bid sheet may be disqualified as non‑responsive. The County cannot assume there is "no charge" when lines are left empty.

18. The following two items will automatically render a bid unacceptable to Ulster County:

a. Failure to sign Certification and Signature Form

b. Failure to include necessary bid deposit (as required).

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non‑compliant and will not be considered for award.

19. Faxed bids will not be accepted.

20.The County reserves the right to purchase items included in these specifications on New York State Contracts, when available.

SAMPLES

21. Samples, when required, must be submitted strictly in accordance with instructions, otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The County will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the County shall have the right to dispose of them as its own property.

22. All window envelopes/mailers must conform to current U.S. Postal regulations. It is the responsibility of the supplier to be familiar and adhere to these regulations.

**AWARD**

23. The Director of Purchasing reserves the right to reject any and all bids not deemed for the best interest of the County and to reject as informal such bids, as in her opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

24. The Director of Purchasing for the County of Ulster reserves the right to waive any informality or to reject any or all bids.

25. Awards will be made to the lowest responsive, responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26.No contract hereunder shall, either in whole or in part, be assigned, transferred, conveyed, sublet or otherwise disposed of to any other person, company or corporation unless approval is first obtained in writing from the County Director of Purchasing.

27. Should the successful bidder fail to meet a delivery date required by the specifications, the County Director of Purchasing has the discretion to cancel the order and terminate the contract. In such event, the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

28. Should any material or equipment delivered fail to meet the specifications, the County Director of Purchasing has the discretion to require the successful bidder to replace the same with material or equipment which does meet the specifications and, at the successful bidder's expense, to remove the rejected material or equipment from wherever delivered or stored and in the event that such proper replacement and removal is not made by the successful bidder within 30 days, to cancel the order and terminate the contract, in which event the County will assume no responsibility for any expense or loss to the successful bidder because of such cancellation or termination.

29. If the successful bidder fails to deliver within the time specified, or within reasonable time as interpreted by the County, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the County, the County may purchase from other sources to take the place of the item rejected or not delivered. The County reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse the County promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.

30. A contract may be canceled at the successful bidder's expense for non‑performance or poor performance of contract upon ten calendar days written notice to the successful bidder.

The County reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of vendor.

31. Payments cannot be processed by County facilities until contract items have been delivered in satisfactory condition and a properly completed Invoice has been submitted to the ordering agency by the successful bidder.

32. Extension of Prices ‑ Political subdivisions and districts and others authorized by law including certain non‑profit post secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid. Upon request, non‑County agencies must furnish contractor(s) with the proper tax exemption certificate.

33. It should be noted that the extension of this contract to certain political subdivision and non‑public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all quantities actually ordered.

34. The County of Ulster may require the successful bidder to confirm in writing, within ten days of the County's request, that said bidder will perform the contract in accordance with its bid. The failure of the bidder to so confirm may result in the cancellation of the contract by the County in its sole discretion.

35. Any errors in the bid award which are the fault of the County must be forwarded, in writing, to the Ulster County Purchasing Department within five (5) working days of the notification of award. No corrections will be made beyond that date. If errors on the part of the County are discovered too late to be corrected we will issue a "no award" on those affected items and rebid or quote at a later date.

36. If a successful bidder exhibits a history of back orders or delayed deliveries the County of Ulster reserves the right to rescind their award and to disqualify them from future bidding.

37. Any and all awards resulting from this bid shall be final and shall be for the complete term of the contract. No rescinding of awards will be made because of bidder error or inability to supply them.

38. Title shall not pass until items have been delivered to the County and accepted by the requesting Department.

39. Executory Clause. It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Ulster and appropriated therefore, and that no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

40. The County of Ulster reserves the right to extend the term of the contract resulting from this bid for any length of time up to sixty (60) days beyond the time therein specified as the expiration date of the contract at identical terms and conditions. Written notice will be given to the contractor.

41. The County of Ulster reserves the right to cancel this contract on 30 days written notice to the contractor(s).

**DELIVERY**

42. Delivery must be made in accordance with the instructions to bidders and the specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director of Purchasing as to reasonable compliance with delivery terms shall be final.

43. The County must be notified twenty‑four (24) hours in advance of delivery.

The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

44. The Director of Purchasing will not accept any deliveries on Saturdays, Sundays or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

45. Items shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to acceptable commercial practice, without extra charge for packing cases, baling, or sacks.

46. The successful bidder shall be responsible for delivery of items in good condition at point of destination. It shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Receiving Department will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

47. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the Director of Purchasing. The successful bidder will be required to furnish proof of delivery in every instance.

48. Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to it. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

49. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

50. Successful bidder may be requested to acknowledge, in writing, receipt of order.

51. No items are to be shipped or delivered until receipt of an official purchase order from the Ulster County Purchasing Department.

**INSTALLATION OF EQUIPMENT**

52. The successful bidder shall clean up and remove all debris and rubbish resulting from its work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order.

53. Equipment, supplies, and materials shall be stored at the site only on the approval of the Director of Purchasing and at the successful bidder's risk. In general, such on‑site storage should be avoided to prevent possible damage or loss of the material.

54. Work shall be progressed so as to cause the least inconvenience to the County and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install its work promptly.

55. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

56. Equipment for trade‑in shall be dismantled by the successful bidder and removed at its expense. The condition of the trade‑in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade‑in. All equipment is represented simply "as is." Equipment is available for inspection only at the delivery point unless otherwise specified.

**GUARANTEES BY THE SUCCESSFUL BIDDER**

57. The successful bidder guarantees:

(a) Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and repair damages of any kind for which it or its workmen are responsible, to the building or equipment, to its own work, or to the work of other successful bidders.

(c) To carry insurance as required to protect the County from loss in case of accident, fire, theft, etc. (See minimum Insurance Requirements)

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee‑period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.

**SAVING CLAUSE**

58. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence it is unable to prevent.

**GOVERNING LAWS & RULES**

59. Section 167b of the State Finance Law prohibits the purchase of tropical hardwood products. Any bid which included products containing tropical hardwoods shall be deemed non‑responsive. Exceptions shall be from an approved source or sole source where no approved equal is available. Section 167b shall apply.

60. The Contractor shall comply with all the provisions of the laws of the County of Ulster, the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, the General Municipal Law, the Workmen's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Law, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The bidder's special attention is called to those laws which are set forth below:

1. Section 103‑d of the General Municipal Law of the State of New York which reads as follows:

1. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, 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 as 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 any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 with any competitor;

1. 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 head of the purchasing unit of the political subdivision, public department, agency or official thereof which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

2. The fact that a 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 sub-paragraph one (a).

3. Any bid hereafter made to any political subdivision of the state 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 statute, rule, regulation, or local law, 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 Directors of the bidder, and such authorization shall be deemed to include 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.

62. All vendors must comply with provisions of the Toxic Waste Right To Know Law and provide the County with any and all information as required by law. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

63. Bids on equipment must be on standard new equipment of latest model and in current production, unless otherwise specified. All supplies, equipment, vehicles and materials must meet the provisions of the New York State Public Employee Safety and Health Act of 1980, as amended from time to time.

64. The Certification and Signature Form/Affidavit of Non–collusion and Certification of Compliance with the Iran Divestment Act must be executed by the bidder and submitted with its bid.

65. Bidders must complete all attached Ulster County forms. These forms must be submitted with your bid.

**QUALIFICATIONS OF BIDDERS**

66. The County reserves the right to make such investigation as it may deem necessary or advisable to determine any bidder's ability to do the work, and the bidder shall furnish to the County, on request, all data and information pertinent thereto. The County reserves the right to reject any bid if such investigation fails to satisfy the County that the bidder is fully qualified to do the work. Financial instability of a bidder may be cause for non‑award.

67. Conditional bids will be considered informal and will be rejected.

**EXCEPTIONS TO GENERAL CONDITIONS**

68. All of the above statements shall hold true to all bids unless superseded by specific information included in the General Specifications or Product Specifications in the bid document.

(Rev 6.01.19)

**PLEASE BRING THESE INSURANCE REQUIREMENTS TO YOUR INSURANCE AGENT TO ENSURE**

**PROPER COVERAGE AND LIMITS ARE IN PLACE. FAILURE TO PROVIDE CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIREMENTS BELOW, SHALL DELAY CONTRACT EXECUTION.**

**SCHEDULE C**

**COUNTY OF ULSTER CONTRACT INSURANCE REQUIREMENTS**

(STANDARD REQUIREMENTS WITH POLLUTION)

**I. CONDITIONS OF INSURANCE**

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County’s Insurance Department will result in a delay in the finalization of this Agreement.

The Vendor shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Vendor shall submit updated insurance policy information.

**II. CERTIFICATES OF INSURANCE**

The Vendor shall file with the County’s Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

1. Name and address of Insured
2. Issue date of certificate
3. Insurance company name
4. Type of coverage in effect
5. Policy number
6. Inception and expiration dates of policies included on the certificate
7. Limits of liability for all policies included on the certificate
8. **“Certificate Holder” for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.**

If the Vendor’s insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

**The Vendor agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.**

**III. WORKERS’ COMPENSATION AND DISABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this Agreement, Workers’ Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County’s Insurance Department.

If the Vendor is not required to carry such insurance, the Vendor must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. “ACORD” forms are not acceptable proof of WC and/or DB Insurance.

**IV. WORKERS’ COMPENSATION REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Vendor should contact their insurance agent to obtain acceptable proof of WC coverage:

* Form C-105.2 – “Certificate of NYS Workers’ Compensation Insurance” **or**
* Form U-26.3 – “Certificate of Workers’ Compensation Insurance” issued by the New York State Insurance Fund **or**
* Form SI-12 – “Affidavit Certifying that Compensation has Been Secured” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured **or**
* Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group **or**
* Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

**V. DISABILITY BENEFITS REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Vendor) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity it is entering into a contract with. The Vendor should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

* Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
* Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Vendor is self-insured.

If the Vendor is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

**VI. COMMERCIAL GENERAL LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Vendor, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Vendor to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

* Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

**Other Conditions of Commercial General Liability Insurance:**

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
   * + 1. Contractual Liability
       2. Independent Contractors
       3. Products and Completed Operations
       4. **Pollution Liability**
3. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**VII. Umbrella Liability or Excess LIABILITY INSURANCE**

Umbrella Liability or Excess Liability Insurance shall be provided by the Vendor in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS**.

**NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.**

**The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions**.

“Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**VIII. AUTOMOBILE LIABILITY INSURANCE**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Vendor, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS.**

Coverage shall include:

a. All owned vehicles

b. Any hired automobile

c. Any non-owned automobile

1. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)**

[] If this box is checked, Professional Liability Insurance shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

**X. CYBER LIABILITY INSURANCE:**

**[** ] If this box is checked, Cyber Liability Insurance shall be provided by the Vendor in an amount not less than **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** for each occurrence and in an amount of not less than  **FIVE MILLION AND 00/100 ($5,000,000.00) DOLLARS** general aggregate. **Copies of policy must be submitted with certificate of insurance.**

**XI. SEXUAL ABUSE & MOLESTATION COVERAGE:**

[] If this box is checked, Sexual Abuse & Molestation Coverage shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

**XII. POLLUTION LIABILITY INSURANCE**

**🗹**  If this box is checked, Pollution Liability Insurance shall be provided by the Vendor in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

### GENERAL SPECIFICATIONS

1. **PURPOSE**

The purpose of this bid is to establish a price for the removal of asbestos containing materials at Enterprise West for the Ulster County Economic Development Alliance (UCEDA).

This bid is being issued by the Ulster County Purchasing Department on behalf of UCEDA. Any further reference in this document to Ulster County or “The County” should be interpreted as UCEDA.

**2.0** **BID OPENING TIME**

Bid will be opened on **Thursday,** **June 10, 2021 at 3:00 P.M.** at the Ulster County Purchasing Department located at **100 Development Court,** Kingston, N.Y. 12401.

Bidders are urged to mail their bid in early. **Late bids will not be accepted** and will be returned unopened to the bidder.

**3.0 METHOD OF AWARD**

Items may be awarded individually, or in whole, based on the lowest responsive, responsible bid. The bidder must state individual prices for all units bid.

Total bid may be awarded based on the lowest responsible bid. UCEDA will consider awarding total award to one vendor supplying one or more brands.

When there is a discrepancy between unit price and total price, unit price shall prevail.

**4.0 UNBALANCED BIDS**

The Director of Purchasing reserves the right to reject any and all bids not deemed for the best interest of UCEDA and to reject as informal such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. By an unbalanced bid, it is meant one in which the amount bid for one or more separate items is substantially out of line with current market prices for the materials and/or work covered thereby.

**5.0 RESCIND OF AWARD**

After an award has been made by Purchasing, and all participating agencies notified, there will be a $250.00 item charge to bidders who then discover a mistake in their bid and want the award revised or rescinded. It is costly for UCEDA to refigure bid awards, notify all agencies involved and change all our records.

Bidders should be more careful in figuring bids **prior to** submission. A bidder requesting a bid item revised or rescinded will be billed by Purchasing. If the bidder does not pay the bill, the entire award may be rescinded and the bidder’s responsibility will be questioned for future bids.

1. **PERSONNEL IDENTIFICATION**

All personnel must carry on their person photo identification (e.g., an employee identification badge, valid driver’s license, etc.), while on UCEDA property and promptly show such identification when requested by any UCEDA employee. UCEDA reserves the right to reject and bar from UCEDA property, for good and sufficient reason in the sole discretion of UCEDA, any employee hired by the successful bidder or its subcontractors.

1. **PRE-PROPOSAL MEETING**

There is one pre-bid meeting scheduled at this time. The pre-bid meeting will be held at the Enterprise West at 300 Enterprise Drive Kingston, NY 12401 on Tuesday, June 1st at 11:00AM.

1. **ERRORS**

Any errors in the bid award that are the fault of UCEDA must be forwarded, in writing, to UCEDA within five (5) working days of the notification of award. No corrections will be made beyond that date.

**8.0** **CONTRACT PERIOD**

The Contract period will be from acceptance of award through satisfactory completion and acceptance by UCEDA. This project shall be completed 45 days from notice of award.

See GENERAL CONDITIONS (Paragraph 40) for temporary extension of contract.

**9.0 BID RESERVATIONS**

Bids submitted shall remain in effect forty-five (45) days past the date of bid opening.

**10.0 CANCELLATION CLAUSE**

UCEDA reserves the right to cancel the contract at any time during the contract term by written thirty (30) day notice mailed to the address of vendor.

A contract may be canceled at the successful bidder's expense for non‑performance or poor performance of contract upon ten calendar days written notice to the successful bidder.

**11.0 ASSIGNMENT OF CONTRACT/SUBCONTRACTING**

No contract may be assigned, nor may any right, title or interest therein be assigned, transferred, conveyed, sublet or disposed of without the written consent of the Ulster County Director of Purchasing.

**12.0 INSURANCE**

**Bidders must review the insurance requirements in this solicitation before submitting a bid response to make sure that they can meet all the requested limits and supply the required certifications.**

The successful bidder shall, at his own expense, maintain at least the minimum insurance coverage specified in the attached *County of Ulster Standard Contract Insurance Requirements* at all times during the performance of the work under the contract. The successful bidder shall file with UCEDA, within ten (10) business days of Award, evidence of insurance certifying the required coverage.

**13.0 CERTIFICATION**

The submission of this bid certifies that the bidder has read, is familiar with, and will comply with any and all segments of these specifications, to include but not limited to: Cover Letter, General Conditions, Insurance Requirements, Product Specifications and Conditions, Delivery and Backorder Requirements (as applicable).

**14.0 NON COLLUSIVE STATEMENT**

The submission of this statement certifies that 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 with or any competitor.

**15.0 INDEMNIFICATION**

To the maximum extent permitted by law and except to the extent caused by the sole negligence of UCEDA, the successful bidder shall indemnify and hold harmless UCEDA, its officers, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incident to the facilities and/or services provided by or on behalf of the successful bidder, including the content or nature of advertising.

In addition, the successful bidder shall assume the defense of UCEDA and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incident to such facilities and/or services, shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by UCEDA on account of such litigation or claims, and shall satisfy any judgment rendered in connection therewith or pay or reimburse UCEDA’s payment of any sums reasonable to settle such litigation or claims.

**16.0 CONFLICT OF INTEREST**

The successful bidder, by entering into a contract with UCEDA to perform or provide services or materials, covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any such interest which conflicts in any manner or degree with the services or materials required to be performed and/or provided under the contract and that it shall not employ any person or agent having any such interests. In the event that the successful bidder or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to UCEDA and take action immediately to eliminate the conflict.

**17.0** **GUARANTEED TIME OF DELIVERY**

N/A

**18.0 NOTICE OF DELIVERY**

UCEDA must be notified twenty-four (24) hours in advance of delivery. UCEDA reserves the right to deny acceptance of delivery if this notice is not given. This notice is to be given to the ordering department at no charge to UCEDA.

**19.0 BACKORDERS**

No backorders will be allowed. If product is not deliverable the vendor must advise UCEDA immediately. UCEDA will purchase from the next available source. The difference in cost will be documented and deducted from subsequent bill submitted by non-responsive vendor.

All items which are back ordered for more than 10 business days will be purchased from the next available source.

If the successful vendor exhibits a history of backorders or delayed deliveries the County of Ulster reserves the right to rescind their award and the vendor’s responsibility will be questioned for future bids.

**20.0 PRICE**

Prices shall be net FOB any point in the County of Ulster, New York. Price quoted shall include delivery costs.

Prices shall be quoted per unit, and shall include inside delivery, uncrating, assembly, setting in place and removal of debris.

Price shall be quoted per unit tailgate delivery.

**All items are to be billed at the Bid price in effect as of the date of the Purchase Order or at the time the order is placed, even if items are not delivered until after the end of the contract period.**

**21.0 PAYMENT**

**PAYMENT PROCESSING:** Payments cannot be processed UCEDA until contract items have been delivered in satisfactory condition with an invoice referring to the Purchase Order Number and mailed to “bill to” address indicated on the Purchase Order. UCEDA will pay the proper amounts due within sixty (60) days of receipt by UCEDA of the invoice with any requested supporting documentation and approval of the invoice by the Ulster County Comptroller.

**22.0 EXTENSION OF PRICES**

Political sub-divisions, including the City of Kingston and others authorized by law, including certain non-profit independent post-secondary, secondary, and elementary educational institutions may participate in contracts resulting from this bid opening.

**23.0 NYS CONTRACTS**

UCEDA reserves the right to purchase items included in this bid from New York State Contracts when available.

**24.0 REGULATIONS**

All products must meet all applicable Local, State and Federal regulations.

**25.0 BRAND NAME**

N/A

1. **INFORMATION TO BE FURNISHED WITH BID**

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

The bidder must submit with his bid detailed specifications, circulars and all necessary data on the commodity to be furnished. If the commodity offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the above data may result in rejection of the bid. UCEDA, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

The bidder must indicate in the space provided, the manufacturer’s name and the catalog references or model number of the item or items offered.

**27.0 SAMPLES**

Samples may be required after the bid opening in order for UCEDA to more accurately award the bid. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and UCEDA shall have the right to dispose of them as its own property.

**28.0 WARRANTY**

Unless otherwise stated in the Product Specifications, standard limited warranty will be required of the manufacturer that shall be: (1) not less than ninety (90) days from the date of acceptance; (2) all defective parts and labor are the obligation of the contractor during this period.

**29.0 GUARANTEE**

The bidder guarantees that the item offered is standard new equipment. Unless otherwise stated in the Product Specifications, all items shall be guaranteed for a minimum period of one (1) year against defective parts and workmanship. If defects occur during this time, the defective equipment shall be replaced or corrected by the successful bidder without cost to UCEDA, except where it shall be clearly shown that the defect is due to misuse and not to faulty manufacture, or installation, construction, or workmanship.

**30.0 QUANTITIES**

The quantities are indefinite, but estimates given in the proposal reflect anticipated requirements. The contract, however, shall be for the quantities actually ordered during the contract period. It should be noted that the extension of this contract to certain political subdivision and non-public elementary and secondary schools may cause the estimated quantities to vary considerably. However, the contractor must furnish all the quantities actually ordered.

**31.0 QUALIFICATION OF BID**

Any qualification of a bid such as requiring that a specific quantity must be purchased or any other restriction that is placed on UCEDA by the bidder will be considered an Exception to the Bid and the bid may be rejected by UCEDA.

**32.0 COMPLETION OF REQUIRED INFORMATION**

Bidder must fill in all applicable spaces on bid form. All lines must have an indication of bidder’s response whether it be “0”,”NA”,”—“or a dollar figure. All lines must be filled in to indicate the bidder’s acknowledgment of the request. The information must be in typed figures or use black ink, printed legibly.

**Bids that do not have all applicable lines filled in on bid sheet may be disqualified as non-responsive.**

**33.0 ALTERNATE PROPOSALS**

In the event that satisfactory bids are not received, the Director of Purchasing reserves the right to consider alternative proposals containing deviations from UCEDA’s specifications. Bidders shall explain in detail where such alternatives deviate from or qualify the terms of the proposal and specifications as issued.

**34.0 SUSPENSION AND DEBARMENT**

Each bidder warrants that neither it nor any of its officers, employees, subcontractors, or agents is excluded or in any other manner barred from doing business with any federal, state, or local agency, municipality, or department. Any misrepresentation or false statement related to a bidder’s status in this regard will result in rejection of such bidder’s submission.

In addition, if the successful bidder or any of its officers, employees, subcontractors, or agents become excluded or barred in any manner from doing business with any federal state, or local agency, municipality, or department, during the period in which goods and/or services are provided pursuant to this bid, the successful bidder agrees to immediately notify the County Attorney of such status. Any misrepresentation or false statement related to the successful bidder’s status in this regard, or any failure by the successful bidder to immediately notify the County Attorney of any change in such status, shall result in immediate termination of County’s business relationship with the successful bidder, in addition to such other remedies as may be provided by law, in equity, pursuant to the terms and conditions of this bid document, or the conditions of the Award.

1. **PREVAILING WAGE RATES**

The successful bidder is required to pay the Prevailing Wage Rates and the Prevailing Hourly Supplements pursuant to Section 220-A of the NYS Labor Law.

A Verified Statement of payment of Prevailing Rates (Certified Payroll Report) by the successful bidder MUST be attached to ALL invoices in order for payment to be made. No payments will be made for work completed if invoiced without this form.

**NOTE: If this bid document is being downloaded from the Internet and/or if Prevailing Wage Rate information is not attached, the information can be obtained by calling Ulster County Purchasing or by visiting the NYS Labor Department website at** [**https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1514204**](https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1514204)

1. **APPRENTICE PROGRAM**

UCEDA requires any Contractor, prior to entering into a construction contract with UCEDA, or any Subcontractor entering into a contract with a Contractor who has a construction contract with UCEDA, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York State Labor Law. Such apprenticeship program must have a graduation rate of at least thirty percent (30%) over the last five years as determined by the New York State Department of Labor. In addition, each apprenticeship program must provide documentation verifying a minimum of three (3) trade-specific graduates per calendar year for the last five years.

1. **SAFETY DATA SHEETS**

Bidders must submit Safety Data Sheets (SDS) on all applicable products upon request.

1. **ADDENDA AND INTERPRETATIONS**

No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Director of Purchasing 100 Development Ct., Kingston, NY 12401, and to be given consideration must be received by the Director of Purchasing at least seven (7) days prior to the date set for the opening of bids.

Requests can be faxed to 845-340-3434 or emailed to ejor@co.ulster.ny.us.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addenda sent to all known holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to date set for the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

1. **SCOPE OF SERVICES**

**GENERAL**

**WORK OF THIS SECTION INCLUDES:**

1. Removal of asbestos-containing, asbestos-contaminated, and non-asbestos material, including, but not limited to, the following:
2. Asbestos Containing Vinyl Floor Tiles, Floor Tile Mastic and Thermal System Insulation (TSI), as indicated on drawings and the asbestos renovation survey. **(Attachment A)**
   * 1. All asbestos containing floor materials, sufficient to allow access to the concrete slab, in all areas of the 1st Floor of Building 201.
     2. All thermal system pipe insulation & fittings (asbestos & non-asbestos) in the ceiling of the tenant areas, as designated in tenant’s most recent progress set.
     3. All asbestos-containing exterior window caulking, only on windows designated for removal in the tenant’s most recent progress set.
3. The Abatement Contractor shall be required to provide demolition work required for the abatement, including removal of interior walls and ceiling tiles, as well as all interior removals as designated in the tenant’s removal drawings, to be confirmed by tenant prior to commencement.
4. The Abatement Contractor shall cut tiles flush to the framing in areas where tile extends beneath walls to remain and shall cut and seal TSI where these materials extend outside of tenant areas.
5. The Abatement Contractor shall be responsible for the removal of all non-ACM carpeting, linoleum, laminate flooring, etc. on top of the asbestos containing tile. These items can be disposed of as non-asbestos waste if no tile is disturbed during the removal of the non-ACM. If disturbance to the tile occurs during removal, all material removal shall be performed under abatement conditions.
6. All locations where asbestos containing materials have been performed from remaining building substrates, no remaining residue shall be allowed to remain.
7. The Contractor must repair damage to the substrate caused by removal and patch and repair the existing substrate as required, providing smooth, level surface acceptable to receive new materials.
8. ***It is the responsibility of the abatement contractor for field verification at the site all quantities and to submit a bid accordingly to reflect full quantities of materials and work required for this project.***
9. Provide abatement of large and small project amounts of asbestos in accordance with the definition and descriptions of NYSDOL Industrial Code Rule 56 and as follows.
10. It is the Contractor’s responsibility to carefully review the Contract Documents and existing records, as well as to carefully examine existing conditions in area(s) indicated for abatement.
11. The handling and disposal of all asbestos waste, except as otherwise indicated, is the sole responsibility of the Abatement Contractor and shall be removed from the premises promptly. Copies of disposal manifests are to be sent to the OWNER within one week of disposal.
12. Prior to removals, refer to the September 22nd, 2020 and April 27th, 2021 asbestos bulk sample analysis reports by Paradigm Environmental, LLC.
13. Perform all work in accordance all applicable local, state, and federal rules, regulations, and guidelines, variances, and the contract documents.
14. All material measurements and/or quantities and locations are approximate. Field verify at the site prior to bidding.
15. The provisions of any site-specific variance(s) obtained by the contractor may not be implemented until approval is given by owner or owner’s representative.
16. Coordinate the location of any site storage material, equipment, and waste trailer/dumpster with the owner or owner’s representative.
17. Contractor is responsible for all tools, equipment, and supplies. The owner or owner's representative will not be liable for theft or damage.
18. Contractor is responsible for keeping the work area in a clean and safe condition. contractor shall ensure that uncertified personnel or unauthorized visitors do not enter active work areas at any time.
19. Contractor shall provide temporary protection to keep the work areas and building in a secure and watertight condition at all times during the performance of the contract work.
20. Contractor shall be responsible for any damage caused to any areas of the buildings because of improper temporary protection.
21. All work, staging, and access shall be coordinated with the owner or owner’s representative.
22. If additional asbestos, PCBs, or other suspect materials are discovered and/or disturbed, cease operations and immediately notify owner or owner’s representative.

**RELATED ITEMS**

1. Project Monitoring Services: The OWNER will employ the services of an “OWNER’S Environmental Laboratory” to oversee the abatement work. The Project Monitor will perform a visual inspection at the completion of the removal as required by ICR 56-9.1 to verify all removal has been completed.

**QUALITY ASSURANCE**

A. Comply with compilation of Codes, Rules and Regulations of the State of New York (Statutory Authority: Labor Law Section 906), including Part 56 of Title 12 NYCRR and all applicable variances of this Code, New York State Department of Labor (hereinafter referred to in this specification as Part 56) and all applicable variances of this Code. Note: Article 30 of the Labor Law sets forth procedures and standards which must be met by parties who desire to obtain variations of any of the requirements of this rule.

B. All bids shall be based upon work described in the bid documents, including work done in accordance with Code Rule 56, applicable variance and variances applied for by the Abatement Contractor (if any). Any variance submitted by the contractor and approved by NYSDOL shall be executed upon approval by the OWNER pursuant to review of change in scope of work and change in contract cost resulting in credit.

C. Comply with all current and appropriate Federal, State and Local rules and regulations regarding work of this section, including those of the following agencies:

1. New York State Uniform Fire Prevention and Building Code
2. New York State Department of Labor
3. New York State Department of Environmental Conservation (DEC)

1. Occupational Safety and Health Administration (OSHA)

1. United States Environmental Protection Agency (EPA)

1. National Electrical Code (NEC)

D. The Contractor shall be certified and licensed by the Commissioner of Labor, State of New York Department of Labor in accordance with New York State Labor Law, Article 30. Moreover, all workers shall have successfully completed an asbestos safety training program as established by the New York State Department of Health.

E. The Contractor shall comply with the most current issue of Federal, State and local regulations at the time of Execution of Contract. In the event of conflicts occurring between the Contract Documents and applicable regulations or between individual government agency regulations and codes, the most stringent requirements will be followed.

**SUBMITTALS**

A. The Contractor shall submit with his bid proposal a copy of his valid Asbestos Handling License issued by the Commissioner of Labor, along with a copy of the verification statement required by license application (refer to Section 1.5.1). The Asbestos Handling License shall be valid for a period of time of at least thirty (30) days beyond the project completion date.

B. Submit the name and copies of certification of the air sampling and analysis firm to be utilized for OSHA personnel air sampling, for approval by the OWNER’S Project Monitor. Submit the EPA accreditation number as well as the New York State Health Department laboratory number of the air sampling and analysis firm. Submit air sample and analysis results within twenty-four (24) hours after completion by an approved, qualified laboratory.

C. Submit the name and permit of the industrial waste hauler in accordance with Title 6 NYCRR364 for transporting of waste asbestos-containing materials to a disposal site. Include authorization from the intended disposal site. Submit name and permit in accordance with Title 6 NYCRR36O, issued by the NYS DEC for acceptable landfill sites.

D. Submit, at the completion of work, three (3) bound copies of project records, logs, inspections and OSHA air sampling chains-of-custody.

E. Within two weeks from the completion of the project, the asbestos abatement contractor shall submit three (3) bound copies of a final report; one (1) copy to the Project Monitor, two (2) copies to the OWNER.

F. Submit all material, product and equipment data required by the use of the Contractor during the asbestos abatement project, including manufacturer’s name, specifications and application instructions for surfactants, encapsulants and removal equipment. Submit manufacturer’s data regarding EPA and OSHA approved containment, storage products, and removal equipment.

G. Submit complete description and related data regarding methods and equipment of proposed ventilating system.

**GENERAL PROVISIONS**

1. Notice and Record keeping Requirements:

**Record keeping, detail** - Every Contractor shall maintain for at least thirty (30) years a record of each asbestos project in which the Contractor engages. Such record shall include the following information: the name, address and social security number of the person who shall supervise the asbestos project; the location and description of the asbestos project; the amount of asbestos or asbestos material that was removed, enclosed, encapsulated, or disturbed; the starting and completion date of the asbestos project; the name and address of the deposit or waste disposal site or sites where the asbestos waste material was deposited or disposed of; the name and address of any sites that were used for the interim storage of asbestos or asbestos waste materials prior to final deposit or disposal; the name and address of any transporters that were used to transport asbestos waste material or asbestos material; the name, address and social security number of all persons who were engaged in the asbestos project; and any other information which the Commissioner may require on a form and according to instructions provided by the Commissioner.

1. **Notification of Residential and Business Occupants. Three (3) Day Notice** - The asbestos abatement contractor is responsible for ensuring that notice is provided to business occupants. This notice must be provided to the OWNER by the asbestos abatement contractor or subcontractor engaged in the abatement portion of a project. The property owner, asbestos abatement contractor or subcontractor shall post or otherwise provide for a written notice to business occupants of the building/structure, including visitors to the building/structure, three (3) calendar days prior to the commencement of abatement work on any asbestos project within the building/structure.
2. **Notice - Detail** - The written notice shall be given to those business occupants of a building/structure, or portion thereof, who are located on the floor or floors where the actual project is to be conducted, and one floor above and one floor below the floor or floors containing the project. In addition, such written notice shall also be given to those occupants of adjacent building/structures who have direct horizontal access to these floors. Posted notice shall be provided at all direct means of access to the floor, such as but not limited to stairways, ramps, emergency ingress or egress, elevators, escalators, ladders, hallways, corridors and trapdoors.
3. **Duration of Posting** - Posted notices shall remain in place until completion of the project. The abatement contractor shall be responsible for the removal of all notices at the completion of all abatement activities.
4. **Content** - Each notice shall include the following information:
   1. The building/structure address and room location(s) or area designation of the asbestos project;
   2. The amounts and types of ACM, PACM or asbestos material, in square feet and/or linear feet, that is being handled, removed, enclosed, encapsulated, repaired or disturbed. Piping, fittings and associated insulation (excluding breeching and large [2 foot or greater] diameter piping/fittings/associated insulation) are to be measured in linear feet;
   3. The commencement and completion dates of the asbestos project, including any intermediate portions of the project.
   4. The name and asbestos handling license number of the asbestos abatement contractor performing the project; and
   5. The name and address of the air monitor asbestos contractor and laboratory for the project.

**LICENSING AND CERTIFICATION**

1. Licensing Requirements and Procedures
2. **License required** - No Contractor shall engage in an asbestos project unless such Contractor has a valid asbestos handling license issued by the Commissioner.

1. **Proof of license** - A copy of a valid asbestos handling license or other proof of the issuance of a valid asbestos handling license deemed suitable by the Commissioner shall be submitted by the bidder to the OWNER prior to the award of any contract, all or part of which involves an asbestos project.
2. **Display of license** - A copy of a valid asbestos handling license shall be conspicuously displayed proximate to or outside the work area on an asbestos project.
3. **Application for license** - All applications for asbestos handling licenses or for renewal of such licenses shall be submitted in compliance with ICR 56 and as follows:
   1. Each license application shall contain a verified statement by the Contractor applying for the license or its duly authorized representative that any person employed by the Contractor on any asbestos project whose duties involve the removal, encapsulation or enclosure of asbestos or asbestos material, or the disturbance of friable asbestos, or the supervision thereof, shall have a valid asbestos handling certificate as required by ICR 56, that the Contractor will provide such person with a copy of ICR 56 and notify him/her of the obligation to abide by its provisions and that the Contractor will abide by all the rules and regulations promulgated by the commissioners of labor and health pursuant to Article 30 of the Labor Law.
   2. An asbestos handling license shall be valid for a period of one year from date of issuance and remain valid for a period of time of at least 30 days beyond the project completion date.
4. Certification Requirements and Procedures

1. **Certification required** - No Contractor shall engage in or permit a person employed by the Contractor to engage in or supervise work on an asbestos project involving the removal, encapsulation or enclosure of asbestos or asbestos material or the disturbance of friable asbestos unless each such person has a valid asbestos handling certificate.
2. **Employee certification** - Any person employed on an asbestos project whose duties shall involve the removal, encapsulation or enclosure of any asbestos material or the disturbance of asbestos, or the supervision of such work, shall have an asbestos handling certificate or a copy thereof in his/her possession at all times during his/her work on the project. Should the commissioner at any time deem is impractical for such certificates or copies thereof to be maintained in the possession of such persons, the Commissioner may designate some appropriate alternate location proximate to, but outside, the work area at which such certificates or copies may be kept.
3. **Application for certification** - All applications for asbestos handling certificates shall be submitted in compliance with ICR 56.

**WORK AREA ENTRY AND EXIT PROCEDURES**

A. **General requirements** - The following procedures shall be followed throughout the asbestos abatement project until satisfactory clearance air monitoring results and/or a satisfactory project monitor visual inspection have been achieved:

1. **Entry and exit** - All persons shall enter and exit the work area through the personal decontamination enclosure system.
2. **Entry/exit log** - All persons who enter the work area or an enclosure shall sign the entry/exit log, located in the clean room, upon every entry and exit.
3. **Knowledge of procedures** - All persons, before entering the work area, or an enclosure shall read and be familiar with all posted regulations, personal protection requirements, including work area entry and exit procedures, and emergency procedures. The entry/exit log headings shall indicate, and the signatures shall be used to acknowledge, that these have been reviewed and understood by all persons prior to entry.
4. **Personal protection equipment** - All persons shall proceed first to the clean room, remove all street clothing, store these items in clean sealable plastic bags or lockers and don coveralls, head covering, foot covering and gloves. All persons shall also don NIOSH approved respiratory protection of type in compliance with OSHA regulations and based on daily personal air monitoring results. Clean respirators and protective clothing shall be utilized by all persons for each separate entry into the work area. Four (4) complete outfits shall be available at all times for OWNER authorized visitors. Respirators shall be of type indicated above, inspected prior to each use and tested for proper seal using quantitative or qualitative fit checks.
5. **Tools** - Persons wearing designated personal protective equipment shall proceed from the clean room through the shower room to the equipment room, where necessary tools are collected and any additional clothing shall be donned, before entry into the work area.

1. **Removal of gross contamination** - Before leaving the work area, all persons shall remove gross contamination from the outside of respirators and protective clothing by brushing, wet cleaning, and/or HEPA vacuuming.
2. **Removal of personal protective equipment** - Persons shall proceed to the equipment room, where all coveralls, head covering, foot covering, and gloves shall be removed. Disposable clothing shall be deposited into labeled containers for disposal. Reusable contaminated clothing, footwear, head gear and gloves shall be stored in the equipment room when not being used in the work area. All persons shall not remove respirators during this process.

1. **Showering** - Still wearing respirators, persons shall proceed to the shower area, clean the outside of the respirator and the exposed face area under running water prior to removal of the respirator, and then fully and vigorously shower and shampoo to remove residual asbestos contamination. Respirators shall be washed thoroughly with soap and water. Some types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection shall be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator face piece shall be disconnected from the filter/power pack assembly prior to entering the shower.

1. **Clean room/clothing** - After showering and drying, all persons shall proceed to the clean room and don clean personal protective equipment if returning to the work area or street clothing if exiting the enclosure.

**EQUIPMENT AND WASTE CONTAINER DECONTAMINATION AND REMOVAL PROCEDURES**

1. Large Asbestos Projects (greater than 160 ft2)
2. **Assigned persons** - Where only one egress exists and the shower is used as a waste removal washroom, persons shall be stationed in each area/room of the decontamination enclosure to transfer process, as indicated in 1.7.1, the contaminated containers and equipment through adjacent areas/rooms. These persons shall not cross the airlocks into the adjacent areas/rooms until the waste removal is finished for that period and all other persons have decontaminated as per these regulations. The clean room/holding area persons shall enter from uncontaminated areas dressed in clean personal protective equipment.
3. **Holding carts** - The cleaned containers of asbestos material and equipment shall not be stored in the clean room but shall be placed in carts, adjacent to but outside of the clean room. The carts may be used for temporary storage adjacent to the clean room until the end of the work shift.
4. **Cart usage and cleaning** - The carts shall be watertight and have doors or tops that shall be closed and secured. The carts shall be HEPA vacuumed and/or wet cleaned at least once each day.

**PRODUCTS**

**MATERIALS AND EQUIPMENT**

1. General Requirements

1. **Storage of materials** - Materials shall be stored off the ground, away from wet or damp surfaces and under protective cover to prevent damage or contamination. Replacement materials shall be stored outside the work area and enclosure until abatement is completed.

1. **Damaged or deteriorating materials** - Damaged or deteriorating materials shall not be used and shall be removed from the premises.
2. **Plastic sheeting** - All plastic sheeting, opaque, of at least six mil thickness, fire retardant, in sizes and shapes to minimize the number of joints shall be employed for containment - stagger joints and seal.
3. **Adhesive materials** - Duct tape or spray adhesive shall be capable of sealing joints of adjacent sheets of plastic, facilitating attachment of plastic sheets to finished or unfinished surfaces of dissimilar materials and adhering under both dry and wet conditions.
4. **Surfactants** - Any surfactant used shall be non-carcinogenic and not generally toxic in normal use.
5. **Containers** - Watertight containers shall be provided to receive and retain any asbestos containing or contaminated material for storage unit disposal. The containers shall be marked with caution labels.
6. **Plastic bags** - Plastic bags used for waste storage or disposal shall be at least six mil in thickness and be marked with caution labels in accordance with FR Vol. 51, No. 119 and as follows:

***DANGER***

***CONTAINS ASBESTOS FIBERS***

***AVOID CREATING DUST***

***CANCER AND LUNG DISEASE***

***HAZARD***

***IDENTIFICATION OF ACBM GENERATOR***

1. **Enclosure project materials** - Materials for enclosure projects shall be impact resistant and shall be installed to be airtight.
2. **Ventilation for power tools** - Power tools used to drill, cut into, or otherwise disturb asbestos material shall be equipped with a manufacture equipped HEPA filtered local exhaust ventilation.
3. **Miscellaneous protective materials** - Provide plywood sheathing, hardboard, etc. as required to provide protective cover over surfaces of existing construction and finishes to eliminate damage resulting from work of this section, including impact and water damage.
4. Water shall be furnished by OWNER without charge. Contractor shall provide an in-line backflow preventer at water source.
5. Encapsulant used shall be odorless.
6. Roofing tar and flashing removal procedures and materials may contain solvents. Chemical removal procedures are allowed as long as they are nontoxic and submitted to the OWNER prior to work.

**EXECUTION**

**WORK AREA PREPARATION**

1. General Requirements
2. **Vacating of work area** - The work area shall be vacated by the occupants prior to work area preparation and until satisfactory clearance air monitoring results have been achieved. Except as otherwise indicated, the OWNER shall be responsible for relocating from work area any removable equipment and furnishing, including window treatments (if any), prior to work area preparation.
3. **Signs** - Caution signs shall be posted at all locations and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at each visual barrier and at each entrance to work area, in such a manner that permit a person to read the sign and take the necessary protective measures to avoid exposure.
4. Signs shall bear the following:

***DANGER***

***ASBESTOS CANCER AND LUNG DISEASE HAZARD***

***AUTHORIZED PERSONNEL ONLY***

***RESPIRATORS AND PROTECTIVE***

***CLOTHING ARE REQURED IN THIS AREA***

1. **Electric power** - Shut down and lock out electric power to all work areas; limit shut-downs to the greatest extent possible and practical to the work area only. The Abatement Contractor shall provide temporary power and lighting and ensure safe installation of temporary power sources and equipment used where high humidity and/or water shall be sprayed in accordance with all applicable codes. All power to work areas shall be brought in from outside the area through a ground-fault interrupter at the source. Coordinate with the Electrical Contractor work of his responsibility relating to or effecting work of this section.

1. The Abatement Contractor shall employ a licensed electrician to perform all electrical removals necessary to do abatement and as indicated on the drawings. All electrical circuits that are removed as part of abatement shall be tagged to the nearest junction box(es) outside the work area and at the panel. The Abatement Contractor is responsible to perform all electrical system shutdowns required as part of his work. The Abatement Contractor will also re-energize and test to the Project Architect’s satisfaction and make repairs as necessary of all electrical systems affected by work of his contract.
2. **Timing** - enclosure installation or construction - The personal decontamination enclosure system shall be installed or constructed prior to preparatory work in the work area and before the disturbance of asbestos material. The waste decontamination enclosure system shall be installed or constructed prior to commencement of abatement activities.
3. **Heating, ventilating and air conditioning (HVAC) system isolation** – Acceptable methods for HVAC system isolation shall include:
   1. **Shutdown and isolation** - Shutdown and isolation of HVAC systems to prevent contamination and asbestos dispersal to other areas of the building or structure; or
   2. **Local isolation** - Local isolation and provision for temporary HVAC; or
   3. **Positive pressurization** - Positive pressurization of the HVAC system.

* + 1. Positive pressurization shall be restricted to circumstances where HVAC must service the remainder of the building or structure and the HVAC equipment is in the work area or the ducts run through the work area. The appropriate HVAC duct and plenum outlets, inlets and exhaust dampers shall be sealed with sheathing and caulking and then covered with a double layer of at least six mill plastic sheeting and taped airtight. The HVAC duct and plenum joints shall be taped airtight. The mixing and balancing damper positions shall be altered, and the return fan(s) shall be shut down to produce the required positive pressures. The supply fan(s) shall be placed in a manual “on” position to prevent shutdown by fail safe mechanisms.
    2. Project phasing, climate conditions, load conditions and HVAC equipment limitations and controls shall be considered when this alternate procedure is evaluated. Aerodynamics in the duct system, particularly spurs or trunks, shall be considered and, if necessary, the ducts/dampers shall be altered or removed to prevent loss of positive pressure in any part of the system. Precautions shall be taken during abatement activities to ensure that the ducts, seals and static pressure lines are not damaged.
    3. The presence of positive pressure shall be demonstrated on a daily basis by testing. Air sampling in occupied, downstream, non-work areas shall be performed on a daily basis as per the requirements of the Code Rule. Positive pressure differential verification between the work area and non-work areas shall be done on a continuous basis. The differential pressures shall be easily verifiable by use of leak-free, rigid, static pressure taps, static lines on the supply and return ducts, and static lines originating in the work area, adjacent areas, or downstream non-work areas.

1. **HVAC filters and ducts** - Contaminated HVAC filters shall be handled and disposed of as asbestos waste material. The ducts and filter assembly shall be wet cleaned and/or HEPA vacuumed where system air samples and/or dust samples indicate asbestos contamination.
2. **Movable objects** - Movable objects within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning and such objects shall be removed from the work area to an uncontaminated location. Upholstered furniture and drapes shall be HEPA vacuumed twice before removal from the work area. Carpeting shall be HEPA vacuumed twice and cleaned before removal from the work area.
3. **Fixed objects** - Fixed objects and other items which are to remain within the work area shall be pre-cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Such objects and items shall be enclosed with two layers of at least six mil plastic sheeting and sealed with tape.
4. **Pre-cleaning** - The work area shall be cleaned using HEPA filtered vacuum equipment and/or wet cleaning. Methods that raise dust, such as dry sweeping or vacuuming with equipment not equipped with HEPA filters, shall be prohibited. Asbestos containing material shall not be disturbed during pre-cleaning.
5. **Isolation barriers, general** - Isolation barriers that seal off all openings, including but not limited to windows, corridors, doorways, skylights, ducts, grilles, diffusers, and any other penetrations of the work area, shall be constructed using two layers of at least six mil plastic sheeting sealed with tape. Also, all seams in system components that pass through the work area shall be sealed. Doorways and corridors which shall not be used for passage during work shall also be sealed.
6. **Isolation barriers, specific** - separation of the work area from the remainder of the work site by construction of isolation barriers shall be accomplished as follows:

1. **Wall construction** - Walls shall be constructed of wood or metal framing to support barriers in all openings larger than thirty-two square feet, except where any one dimension is one foot or less.
2. **Sheathing thickness** - A sheathing material of at least three-eighths inch thickness shall be applied to the work side of the barrier.
3. **Sealing of partitions** - Edges of the partition shall be caulked at the floor, ceiling, walls and fixtures to form an airtight seal.
4. **Plastic sheeting** - The work area side of the partition shall be covered with a double layer of at least six mil plastic sheeting with staggered joints and sealed.
5. **Removal of mounted objects** - After isolation barriers are in place, objects such as light fixtures, electrical track, alarm systems, ventilation equipment and other items not previously sealed, shall be removed and HEPA vacuumed. Localized HEPA filtered vacuum equipment shall be used during fixture removal to reduce asbestos dispersal.
6. **Exits** - Emergency and fire exits from the work area shall be maintained or alternate exits shall be established according to all applicable codes. Prior to commencement of work, contingency plans for safe execution of work area shall be reviewed with Project Monitor.
7. **Toilet facilities** - Adequate toilet facilities shall exist in the clean area of the personal decontamination enclosure or shall be readily accessible to the personal decontamination enclosure.

**PERSONAL DECONTAMINATION ENCLOSURE SYSTEM**

1. Large Asbestos Projects
   * 1. **Enclosure requirements** - A personal decontamination enclosure system shall consist of, at the least, a shower room and a clean room separated from each other by an airlock and from the work area and other areas by curtained doors. All other provisions for large asbestos projects shall apply. Equipment storage, personal gross decontamination and removal of clothing shall occur in the work area just prior to entering the shower.

**WASTE DECONTAMINATION ENCLOSURE SYSTEM**

1. General Requirements (when attached decontamination unit is utilized)

Rooms and configuration - A waste decontamination enclosure system shall consist of the following:

* 1. **Washroom/cleanup room** - A washroom cleanup room shall be constructed with an airlock doorway to the work area and another airlock doorway to the holding area.
  2. **Holding area** - The holding area shall be constructed with a doorway to the washroom/cleanup room and another lockable door to the outside.
  3. **Equipment/washroom alternative** - Where there is only one egress from the work area, the holding area of the waste decontamination enclosure system may branch off from the equipment decontamination room, which doubles as a waste washroom, of the personal decontamination enclosure.
  4. **Drains** - The waste washroom shall be equipped with a drain installed to collect water and deliver it to the shower drain where it shall be filtered in accordance with the Code Rule. Waste shall be transferred only during times when the showers are not in use.
  5. **Shower/washroom alternative** - In small asbestos projects where only one egress from the work area exists, the shower room may be used as a waste washroom. In this instance, the clean room shall not be used for waste storage but shall be used for waste transfer to carts, which shall be immediately removed from this enclosure.

**MAINTENANCE OF DECONTAMINATION ENCLOSURE SYSTEMS AND WORK AREA BARRIERS**

1. General Requirements
   1. **Inspection of barriers** - All plastic barriers inside the work area, in the personal decontamination enclosure system, in the waste decontamination enclosure system and at partitions constructed to isolate the work area from occupied areas shall be inspected by the asbestos supervisor at least twice daily. The barriers shall be inspected before the start of and following the completion of the day’s abatement activities. Inspections and observations shall be documented in a daily project log and submitted to the Project Architect in a bound manual at the completion of the work.
   2. **Repairs to barriers and/or enclosure systems** - Damage and defects in the barriers and/or enclosure systems shall be repaired immediately upon discovery and prior to resumption of abatement activities. The Abatement Contractor shall record both the time of defects and the time of repair as part of the daily inspection logs.
   3. **Loss of enclosure integrity** - At any time during the abatement activities, if visible emissions or waste debris are observed outside of the work area or if damage occurs to the barriers, including sealed flooring, work shall be stopped, repairs made, and visible residue immediately cleaned up using HEPA vacuuming and/or wet cleaning methods prior to the resumption of abatement activities. Record loss of integrity in the daily log.
   4. **Daily cleaning of enclosures** - The Contractor shall HEPA vacuum and/or wet clean the waste decontamination enclosure system and the personal decontamination enclosure system at the end of each day of abatement activities.

**HANDLING AND REMOVAL PROCEDURES**

1. General Requirements
2. **Dry removal or disturbance** - No dry removal or disturbance of asbestos materials shall be permitted.
3. **Wetting requirements** - The asbestos material shall be wetted frequently with amended water except as otherwise indicated. Sufficient time shall be allowed for penetration to occur prior to abatement activities. All non-hygroscopic asbestos material shall be thoroughly wetted on a continuous basis.
4. Remove asbestos roofing material in compliance with ICR 56 and in a manner and by methods which will not cause water damage to the substrate or interior of the building.
5. **Handling** - Asbestos material on detachment from the substrate shall be directly bagged or dropped into a flexible catch basin and subsequently bagged.
6. **Chutes** - For asbestos material dropped distances greater than ten feet, dust tight, enclosed, inclined chutes shall be used.
7. **Equipment –** Any cranes, lifts, etc. used to transport asbestos waste materials, must have a watertight container with doors or tops that shall be closed and secured. Any operators of equipment used in the transfer of asbestos waste material shall hold a valid asbestos handler license.
8. **Handling large components** - Large components, removed intact, shall be wrapped in two layers of at least six mil plastic sheeting, secured and made airtight with tape.
9. **Sharp-edged components** - Asbestos waste material with sharp-edged components that may tear the plastic bags or sheeting shall be placed into hard wall containers and sealed airtight.
10. **Cleaning of surfaces** - After completion of all stripping work, surfaces from which asbestos material has been removed shall be HEPA vacuumed and/or wet cleaned.
11. **Cleanup procedures** - Cleanup shall proceed in accordance with ICR 56.
12. **Encapsulant during cleanup** - After first cleaning and prior to first sheeting removal and after the work area has been rendered free of visible residues, a thin coat of an encapsulating agent shall be applied to any surfaces in the work area which were not the subject of removal or other remediation activities. In no event shall encapsulant be applied to any surface which was the subject of removal or other remediation activities prior to obtaining satisfactory clearance air monitoring results.
13. The encapsulant shall be compatible with finish materials applied directly over it.

13. Encapsulant shall be odorless.

**CLEANUP PROCEDURES**

A. **General Requirements** - The following cleanup procedures shall be required for all large and small abatement projects.

1. **Frequency for containerizing** - Cleanup of accumulation of loose asbestos material shall be performed whenever enough loose asbestos material has been removed to fill a single leak tight container of the type commensurate with the material properties. In no case shall cleanup be performed less than once prior to the close of each working day. Asbestos material shall be kept we until cleaned up.
2. **Frequency for dust** - Accumulation of dust shall be cleaned off all surfaces on a daily basis using HEPA vacuum and/or wet cleaning methods.
3. **Frequency for enclosures** - Decontamination enclosures shall be HEPA vacuumed and/or wet cleaned at the end of each shift.
4. **Cleanup tools and equipment** - Accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste.

B. **Post-Abatement Requirements** - The following cleanup procedures shall be required after completion of all abatement activities.

1. **Cleanup tools and equipment** - All accumulations of asbestos waste material shall be containerized utilizing HEPA vacuums or rubber or plastic dust pans, squeegees or shovels. Metal shovels shall not be used to pick up or move waste. HEPA vacuums shall be used to clean all surfaces after gross cleanup.
2. **Final cleaning** - All surfaces in the work area shall be first wet cleaned using rags, mops and sponges. To pick up excess liquid and wet debris, a wet-purpose shop vacuum may be used and shall be decontaminated prior to removal from the work area.
3. **Removal of waste** - All containerized waste shall be removed from the work area and the holding area.
4. **Removal of tools and equipment** - All tools and equipment shall be removed from the work area and decontaminated as per this Subpart.
5. **Clearance air monitoring/Visual Inspection** - Clearance air monitoring, as per the schedule for air sampling and analysis, shall be conducted by the OWNER’S Consultant and or a certified project monitor visual inspection for the completeness of abatement.
6. **Removal of isolation barriers** - The isolation barriers shall be removed and disposed of as asbestos waste only after satisfactory clearance air monitoring results or satisfactory project monitor visual inspection have been achieved.

NOTICE

## LEGAL PUBLICATIONS FOR BIDS - 2021

PLEASE BE ADVISED THAT FOR THE YEAR 2021 THE ULSTER COUNTY PURCHASING DEPARTMENT WILL PUBLISH ALL PUBLIC BIDS IN THE FOLLOWING NEWSPAPERS BY DIRECTIVE OF THE U.C. LEGISLATURE. ALL LEGAL NOTICES ARE PUBLISHED ON **THURSDAY**.

## SHAWANGUNK JOURNAL

## ULSTER PUBLISHING – HUDSON VALLEY ONE

All capital projects containing materials and labor related to public works will also be published in the following trade magazines (not required by law):

New York State Contract Reporter

It is the responsibility of the prospective bidders to read these publications and contact the Ulster County Purchasing Department to obtain bid specifications.

#### **Ulster County Purchasing Department**

##### **100 Development Ct.**

##### Kingston, NY 12401

Phone: 845-340-3400

##### Fax: 845-340-3434

**Web:** [**www.co.Ulster.ny.u****s/purchasing/**](http://www.co.ulster.ny.us/purchasing/)

**Note:** Ulster County uses the *Empire State Purchasing Group* vendor file as the County’s vendor list. Businesses wishing to register as a vendor with Ulster County should sign up on the ESPG website by logging on to: http://ulstercountyny.gov/purchasing/. Assistance in registering can be obtained by calling 1-800-835-4603.

**PLEASE RETURN THE FOLLOWING SHEETS**

# BIDDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**BID PRICE RETURN FORM**

**Total lump sum cost for the above scope of work. This work must be completed within forty-five (45) days after award.**

**Labor $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Materials $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**TOTAL LUMP SUM COST** **$\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

##### **BIDDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AUTHORIZED SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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# BIDDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### REFERENCE FORM

All bidders will be required to complete this form providing three (3) references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The County reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

Ulster County or any of its departments may be listed as an additional reference, but may not be substituted for any of the three required references.

1) Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

2) Reference Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**BIDDER ADDRESS FORM**

**MAIL BID TO:**

VENDOR NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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CONTACT: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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E-MAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ONLY if different -

**MAIL PURCHASE ORDER TO:**

ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**ONLY if different -**

**MAIL PAYMENT TO:**

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**IN ACCORDANCE WITH ULSTER COUNTY’S INSURANCE REQUIREMENTS (CHECK ONE):**

**I certify that my company will deliver by common carrier**

**I certify that my company will deliver by owned or leased vehicles**

**\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*BIDDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ASSUMED NAME CERTIFICATION**

\*If the business is conducted under an assumed name, a copy of the certificate required to be filed under the New York general business law must be attached.

**ASSUMED NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the board of directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Director of Purchasing.

"The submission of this constitutes a certification that no County Officer has any interest therein. (Note: In the event that any County Officer has any such interest, the full nature thereof should be disclosed below.)"

AUTHORIZED SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME

**THIS PAGE MUST BE COMPLETED**

BIDDER ORGANIZATION INFORMATION

BIDDER NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TYPE OF ENTITY: CORP.\_\_\_\_\_\_\_PARTNERSHIP\_\_\_\_\_\_\_INDIVIDUAL\_\_\_\_\_\_\_

DBA:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

FEDERAL EMPLOYER ID #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_OR SOCIAL SECURITY #:\_\_\_\_\_\_\_\_\_\_\_\_\_

DATE OF ORGANIZATION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IF APPLICABLE: DATE FILED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_STATE FILED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If not a publicly owned Corporation:

CORPORATION NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LIST PRINCIPAL STOCKHOLDERS: (5% of outstanding shares)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LIST OFFICERS AND DIRECTORS:

NAME TITLE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

If a partnership:

PARTNERSHIP NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

LIST PARTNERS NAME(S):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CERTIFICATION AND SIGNATURE FORM**

**AFFIDAVIT OF NON-COLLUSION**

NAME OF BIDDER:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PHONE NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EXT:\_\_\_\_\_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ FAX NO.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I hereby attest that I am the person responsible within my firm for the final decision as to the prices(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.**

**I further attest that:**

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s), nor the amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any other firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by an firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any project, in consideration for my firm’s submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm’s bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

**8. By submission of this bid I certify I have read, am familiar with and will comply with any and all segments of these**

**specifications.**

The person signing this bid, under the penalties of perjury, affirms the truth thereof.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature & Company Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name & Company Position

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Federal I.D. Number

**BIDDER NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MACBRIDE FAIR EMPLOYMENT PRINCIPLES**

Ulster County Resolution 108 of March 8, 2001, in an attempt to prevent discrimination in all forms, provides the requirement that vendors who do business with Ulster County read, initial and return the attached statement as part of their official document.

Please read and initial **either** Statement #1 or Statement #2.

**DO NOT INITIAL BOTH STATEMENTS.**

\_\_\_1. The Bidder, and any individual or legal entity in which the Bidder holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Bidder, has no business operations in Northern Ireland.

\_\_\_2. The Bidder, and any individual or legal entity in which the Bidder holds a 10% or greater ownership interest and any individual or legal entity that holds a 10% or greater ownership interest in the Bidder shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles and shall permit the independent monitoring of their compliance with such principles.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AUTHORIZED SIGNATURE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PRINT NAME:

**BIDDER NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

Pursuant to State Finance Law §165-a, on August 10, 2012 the Commissioner of the Office of General Services (OGS) posted a prohibited entities list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment 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 including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being duly sworn, deposes and says that he/she is the

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED

SWORN to before me this

\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

202\_\_\_\_

**Notary Public**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INSURANCE REQUIREMENTS:**

*The following insurance acknowledgement must be completed and signed and submitted with bid even if the bidder is unable to provide their certificate of insurance with their bid.*

The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, if a successful bidder, (Company Name)

agrees to provide an insurance certificate with endorsement, in compliance with the insurance requirements set forth in this bid:

BID TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name & Title of

Authorized Signer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Insurance Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person

At Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone Number

of Agency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Current Policy Limits:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ G/L Occurrence

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ G/L Aggregate

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Umbrella or Excess

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Automobile

**ALL** QUESTIONS PERTAINING TO THIS SOLICITATION **MUST** BE SUBMITTED IN WRITING 7 DAYS PRIOR TO SUBMISSION OF BID.

**Please use this form and fax to 845-340-3434 to the attention of the Ulster County Purchasing Department. We will respond as soon as possible.**

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

**Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Telephone No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Fax No.:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**E-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**VENDOR NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NON-BIDDER'S RESPONSE**

For purposes of facilitating your firm's response to our invitation to bid, the County of Ulster is interested in ascertaining reasons for prospective bidders' failure to respond to invitations to bid. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Ulster County Purchasing Department at the above address.

We are not responding to this invitation for bid for the following reason(s):

\_\_\_ Items or materials requested not manufactured by us or not available to our company.

\_\_\_ Our items and/or materials do not meet specifications.

\_\_\_ Specifications not clearly understood or applicable (too vague, too rigid, etc.)

\_\_\_ Quantities too small.

\_\_\_ Insufficient time allowed for preparation of bid.

\_\_\_ Incorrect address used.

Correct mailing address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_ Our branch/division handles this type of bid.

Correct name and mailing address is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_ Other reason(s):