



**RFP # 2025-03**

**ROOF Skylights Cover and Seal Installation-Warehouse Roof**

**ISSUE DATE: May 12, 2025**

**NOTICE TO BIDDERS:**

The APDC is requesting sealed proposals from qualified vendors for the roof skylights cover and seal installation on warehouse roof at the Port of Albany located at 106 Smith Blvd. Albany, NY 12202. Further information is contained in the Request for Proposal (2025-03) and may be obtained from the APDC by calling 518-463-8763.

Responses are due by **12:00 PM noon on June 23, 2025**, at which time they will be opened and publicly read.

The Albany Port District Commission (APDC) invites qualified vendors to submit a proposal. The qualified Vendor will enable the APDC to improve operational effectiveness, enhance quality of services, minimize support costs, and maximize economic development in the region. A contract will be awarded on a "best value" basis. The APDC places great emphasis on the experience, skill-set and long-term viability of the vendor.

**Albany Port District Commission**

**Richard Hendrick, Chief Executive Officer**

**APDC Mission Statement:** The APDC strives to responsibly and effectively manage the publicly owned maritime Port of Albany-Rensselaer, driving the economy of the Capital Region and beyond while emphasizing transparency and public stewardship.

## SUMMARY

Located on the Upper Hudson River 124 nautical miles north of New York Harbor, the Port of Albany is the largest inland Port in the Northeast United States. The Port consists of 450 acres on the east and west sides of the Hudson River across the four municipalities of Albany, Bethlehem, Rensselaer, and East Greenbush.

The Port of Albany-Rensselaer has been a historic transportation hub since the city was founded 400 years ago. The Hudson River provides access to the state's extensive canal system. Area roadways connect with major interstate highways. Rail lines deliver cargo in close proximity to any location in North America. The Port has dedicated maritime operations on both sides of the Hudson River and connects New York State's Capital Region to the world.

An economic impact study of the Port of Albany measured the Port's overall economic impact on New York State at more than \$813 million. Primary cargo handled at the Port includes bulk and break bulk, including heavy lift/project cargo, steel, wood pulp, grain, molasses, scrap iron and petroleum products. We work together with maritime operations, the Albany Port Railroad and our tenants to ensure the efficient, reliable and safe movement of goods.

## PURPOSE AND OBJECTIVES

**Purpose:** The intention of this RFP is to solicit responses and formal proposals from qualified roofing contractors and select a single organization to provide services to cover existing skylights on the Mohawk Building Roof.

**Objective:** The APDC's primary objective is to remove glass and cover and seal the 15 existing skylights on the Mohawk Building Roof. The building is a facility used to store paper materials awaiting transport. The warehouse is located at 108 Smith Blvd Albany, NY 12202.

### **Solution Preferences:**

The roof is a 200,000 sq ft rubber roof that includes 15 existing skylights measuring 10 ft x 30 ft each. The skylight frames are aged and beyond repair, seal, and patching and are causing significant roof leakage. The Port solution preference is to remove all glass from existing skylights, cover with reinforced plywood and seal to current roof membrane.

**Please note** other than the contact person identified in the proposal, or their designee, prospective proposers shall not approach APDC employees or APDC Board Members during the period of this RFP process about any matters related to this RFP or any other proposals submitted thereto.

Questions about or clarifications to the technical specifications must be made in writing to the lead contact, Jessica Lansing, Compliance Procurement Coordinator, at [jlansing@portofalbany.us](mailto:jlansing@portofalbany.us)

### **Prevailing Wage**

Any work done pursuant to this contract is subject to the New York State prevailing wage requirements which can be found in Article 8 of the New York State Labor Law. Under Article 8 of the NYS Labor Law, the Department of Labor has assigned a Prevailing Rate Case Number PRC# 2025005492 - Roof Skylight Covering Install has been assigned to the project.

To access the PDF file, click on

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1588530> or copy and paste into your browser

**SCHEDULE OF EVENTS**

<b>EVENT</b>	<b>DATES</b>
<b>SOLICITATION OPEN</b> RFP POSTED ON THE PORT'S WEBSITE, BIDNET, TIMES UNION AND THE NYS CONTRACT REPORTER	<b>May 12, 2025</b>
<b>WRITTEN INQUIRIES</b> Must be emailed to <a href="mailto:jlansing@portofalbany.us">jlansing@portofalbany.us</a>	<b>WRITTEN INQUIRY DEADLINE: June 9, 2025</b> No later than 5 p.m.
<b>RESPONSE TO WRITTEN INQUIRIES</b> Responses to all questions will be sent in the form of an addendum to all parties and posted to the APDC website,	<b>RESPONSE DEADLINE: June 16, 2025</b> No later than 5pm.
<b>RFP DUE DATE</b> Proposals will be opened and evaluated for accuracy and eligibility. Awards are expected to be announced within (30) thirty days.	<b>PROPOSALS DUE: June 23, 2025</b> <b>No later than 12 noon</b>
<b>Mandatory Pre-Bid Meeting and Walk-Through</b> Please Pre-Register by emailing <a href="mailto:jlansing@portofalbany.us">jlansing@portofalbany.us</a> or 518-463-8763	<b>MAY 29<sup>th</sup> @ 10:00AM</b>

**SCOPE OF WORK:**

There are a total of 15 skylights, each one is 10 ft x 30 ft. in size. The following steps should be applied to each skylight after a safety perimeter is set.

1. Remove mullion covers, glass, and ridge cap from skylight.
2. Install ¾" PT plywood over skylight opening and attach to mullions.
3. Fabricate ridge cap and corners out of .050 Mill Finish Aluminum and attach to the plywood on either side of the skylight.
4. Mechanically attach ½" HD Iso board to the plywood and to the ends of the skylight.
5. Glue 060 EPDM to the ends of the skylight overlapping onto the top and tie into the roof at the bottom in a watertight manner.
6. Glue 060 EPDM up and over the sides of the skylight and tie into the existing roof in a watertight manner.

**PHOTOGRAPH 1**



**PHOTOGRAPH 2**





**PHOTOGRAPH 3**



**PHOTOGRAPH 4**



**PHOTOGRAPH 5**



**SERVICE STANDARDS:**

- The APDC seeks to hire a qualified professional contracting company that is able to provide the best quality repairs, improvements and replacements of the roof system and its appurtenances in the most cost-efficient manner.
- The contracting company shall be qualified and experienced in this area of industrial roof installations and in each of the trades necessary to perform this work correctly in accordance with manufacturer's requirements for the products installation and in accordance with the NYS 2020 International Building Code for New York State and in accordance with accepted engineering and construction practices.
- Any materials recommended within this RFP are provided as a minimum standard recommendation. However, the items proposed should be of equal value and provide material specifications that are durable and appropriate for this application along the Hudson River given the intense wind and weather structural loading conditions that the roof membrane system and associated components are exposed to.
- The contractor shall provide all labor, machinery, powered equipment, materials, tools, scaffolds, fencing, equipment, cranes, lifts, generators, and miscellaneous tools/equipment/machinery to complete the scope of work.
- Copies of certified payrolls from all subcontractors must be attached and submitted with all invoices. No payment will be made for any invoices without a copy of certified payroll. The APDC has a 30-day pay policy. No more than one pay submittal will be processed within a 30-day period. The contractor will be required to submit to the Port copies of all insurance certificates.
- The contractor shall adhere to local building codes, laws, regulations and OSHA standards and regulations, and all other federal, state, and local codes and regulations, including all utility company requirements.
- Contractor Methods, Procedures, Equipment: Where methods or procedures are specified, they shall constitute minimum measures and shall in no way relieve the contractor of sole responsibility for the means, methods, techniques, sequences, or safety measures in connection with the work. Contractor's service persons shall have tools and equipment common to the trade that may be necessary to perform required work. The Port will not pay for rental or replacement of any of the common tools and consumables associated with the type of work outlined in this contract. The contractor shall protect all existing and new equipment from damage from soot, scale, residue and other construction debris. The contractor shall clean, repair, and/or replace any damage at no additional cost to the APDC, that results from the contractor's non-compliance with this item.
- Deliveries shall be made on regular business days and scheduled with Operation and Facilities Director John Kosa between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the contractor and APDC.
- The awarded bidder may deliver and/or stockpile directly on site, however, it shall be the sole responsibility of the bidder to take care of and protect their materials and supplies. The APDC will not be responsible for any damage or theft of any materials or supplies.
- Any deviations from the Technical Specifications, Contract, Drawings and/or General Conditions will not be permitted unless prior approval by APDC has been given.



- It is the intent that this be a completed project as far as the contract documents set forth. It is not the intent that different phases of work on this project be delegated to various trades and subcontractors by the contract documents. Contractors must make their own contracts with various subcontractors, setting forth the work these subcontractors will be held responsible for. The contractor alone will be held responsible to APDC for the completion of this project.
- It is the contractor's responsibility during the course of the work to bring to the attention of APDC any defective materials discovered that were not previously identified.
- The successful contractor shall be responsible for securing, at their own expense, all licenses and permits required for this project including, but not limited to utility connections, buildings, and site construction, prior to commencement of work.
- A 5% performance bond will be required at the time of contract execution. Retainage will be applied.

### **GREEN MARINE**

The Port of Albany strives to conduct all activities in a sustainable manner defined as environmentally responsible, community driven, and economically beneficial. Acting for the environment is not only important for the Hudson River watershed and neighboring communities, but for sustaining the Port's operations in the long run. In 2016, the Port of Albany joined the Green Marine Program, a voluntary environmental certification. As a landowner, we must lead by example and thus we encourage all bidders to utilize the best environmental practices, materials, and products.

**RECEIPT OF PROPOSALS:**

Proposals shall be clearly labeled with the title of the project listed on the sealed bid RFP #2025-02 to prevent the bid from being opened before the opening date. Those submitting proposals do so entirely at their expense. Submission of any proposal indicates acceptance of the conditions and terms stated herein unless clearly and specifically noted otherwise. The APDC reserves the right to reject any and all proposals, in whole or in part, submitted in response to this RFP. Proposals will be examined and evaluated by APDC staff.

- A. Sealed proposal packages must be received by APDC, at its offices located at 106 Smith Boulevard, Albany, New York, 12202, **NO LATER THAN noon on June 23, 2025**. Bid packet must be clearly labeled **RFP 2025-03** and include title of bid, company name, and date and time of bid opening.
- B. Vendors are responsible for submitting their bids to the exact location indicated on the “Notice to Bidders” prior to the time indicated in the “Notice to Bidders”. No bids will be accepted after the designated time indicated in the “Notice to Bidders”. NOTE: This includes any changes listed on the latest addendum issued by the APDC, if any. **Delay in mail delivery is not an exception to the deadline for receipt of bids.**
- C. All proposals and accompanying documentation will become APDC property and will not be returned.
- D. Vendors are solely responsible for all costs incurred by preparing or submitting a bid, or otherwise responding to this RFP, or any negotiations incidental to its bid acceptance thereof.
- E. An official authorized to commit the company to a contract must sign the proposal and all related proposal documents.
- F. Emailed proposals will **NOT** be accepted for this bid opening. Proposals shall be hand delivered or mailed to the address located on page three of this solicitation.
- G. **Three (3) copies** of all bids shall be submitted, ONE SET OF WHICH MUST CONTAIN ORIGINAL SIGNATURES, including completed copies of any forms or certifications required for this RFP. Failure to respond to an RFP on any official form included in this RFP may result in disqualification of a bid as non-responsive. No bid form will be accepted which contains any additions, omissions, or erasures. Each bid shall be properly executed and signed by the bidder. Illegible, conditional bids and unsigned bids will be rejected as non-responsive.
- H. Vendors must notify APDC of any omissions, contradictions, or conflicts in consistency with the written inquiry due date noted in the event schedule of this document. APDC will provide necessary corrections or additions to plans and specifications by addendum. If Vendor does not notify APDC of any such condition it will be assumed that the vendor has included the necessary items in the bid to complete the specification.

**PROPOSAL RESPONSE INSTRUCTIONS:**

**Vendors are required to prepare their proposals per the outline below.**

1. Provide a straightforward, concise description of the vendor's capabilities to satisfy the requirements of this RFP.
2. Provide the name of your company and the names of the companies in your team if you are including subcontractors or joint ventures.
3. Provide a name and title of the person(s) authorized to bind the vendor, together with the main office address and telephone number.
4. Provide a scope of services which shall include a summary of the work being proposed.
5. Provide a schedule to perform work noting when the work should be complete.
6. Provide a lump sum bid identifying the total price which shall include, but not limited to the following: equipment, fuel, travel, materials, labor, disposal of waste, all permits, insurance and bonds (e.g., the APDC will not pay any additional fees other than that provided within the bidder's proposal).
7. Provide a bid bond in the amount of 5% of the bid proposal.
8. Provide MWBE proof of good faith efforts.
9. Provide MWBE subcontractor business names, addresses, scopes of work, and contracted amounts of all M/WBE subcontractors who will be working with the prime contractor on this engagement.
10. EEO Policy Statement. Prior to the award of a contract, contractors will be required to submit an EEO Policy Statement and a Staffing Plan of the anticipated work force to be utilized on the contract (project specific).
11. Utilization Plan. Contractors will be required to submit a utilization plan for achieving goals established for the participation of certified minority and women-owned businesses in relation to a state contract.
12. Provide the minimum of three references. Including references for work similar to the work being proposed in this solicitation.
13. Complete, sign and notarize all requested forms within this RFP.
14. Vendors submitting alternate pricing products or services must do so as a separate bid package to be considered for award. Each bid must be submitted under separate cover and will be considered on its own merits.
15. The APDC is subject to New York State's Freedom of Information Law (FOIL). Should your submission to this RFP contain "trade secrets", or other information that the disclosure of which could reasonably be expected to be harmful to business interests, you must ensure that such information is clearly identified and marked as such. Identification must be specific by item or paragraph. Should marked information be the subject of a request under FOIL, you may be requested to either consent to the request or make representation explaining why the information should not be disclosed.

**MWBE/SDVOB PARTICIPATION GOALS**

Pursuant to New York State Executive Law Article 15-A, the APDC recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned businesses (MWBEs) in the performance of APDC contracts. The APDC advises all potential service providers that disadvantaged, minority and women-owned business enterprises will be afforded full opportunity to submit proposals in response to this notice and there will be no discrimination on the basis of race, creed, color, sex, national origin, disability or marital status in the award of the contract or any subcontract.

For purposes of this procurement, the APDC conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by MWBEs as subcontractors or service providers to Bidders. Nevertheless,

**Bidders are encouraged to make good faith efforts to promote and assist in the participation of MWBEs on the Contract.**

**The directory for New York State Certified MWBEs can be viewed at:**

**<https://www.osc.ny.gov/state-vendors/resources/minority-and-women-owned-business-enterprises-mwbes>**

**Veteran's Services Law Article 3** provides for more meaningful participation in public procurement by certified Service- Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The APDC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of APDC contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the APDC conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors or service providers to Bidders. Nevertheless,

**Bidders are encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract.**

**The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/Veterans/>.**

M/WBE and SDVOB vendors with certifications are encouraged to apply and are requested to identify themselves within their bid submission.



Proposers are encouraged to make a good faith effort in working toward the attainment of these goals. Proposers will be required to submit specific plans for the implementation of the required approach or evidence of a good faith effort in working toward the attainment of those goals. Proposers that are SDVOB or MWBE must provide a copy of their certification.

The APDC has established an overall combined participation goal of 30% for New York State Certified Minority Businesses Enterprises and for New York State Certified Women-owned Enterprises. Vendors with such certifications are requested to identify themselves in their submitted bid.

EEO Policy Statement. Prior to the award of a contract, vendors will be required to submit an EEO Policy Statement and a Staffing Plan of the anticipated work force to be unutilized on the contract (project specific). Where the work force on the contract cannot be separated out from the vendor's total work force, information on the total work force must be supplied by ethnic background, gender and specified occupational categories. The APDC shall determine the time frame for the pre-award submission of the EEO Policy Statement and Staffing Plan. Additionally, after award, vendors will submit a Work Force Employment Utilization Report showing the actual staffing during the course of the project. Reports are to be filed on forms provided to the vendor, on a schedule determined by the APDC.

Utilization Plan. Vendors will be required to submit a utilization plan for achieving goals established for the participation of certified minority and women-owned businesses in relation to a State contract. The utilization plan shall require the following information of the vendor:

Name, address, and telephone number of the vendor;

Federal identification or social security number of the vendor; and

Names and federal identification numbers or social security numbers of all sub-vendors and suppliers which the vendor intends to use to perform the contract and a description of the contract scope of work which the vendor intends to structure to increase participation by certified minority and women-owned business enterprises on the State contract, and the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the vendor intends to be performed all sub-vendors and suppliers

Review of Utilization Plans. In the case of a request for proposals or negotiated contract, the time requirements for submitting, reviewing, remedying deficiencies and waiving goals with regard to the utilization plan will vary in accordance with the proposal. In case of a bid submission, unless otherwise specified in information, instruction or requirements and any addenda provided to vendors for purposes of soliciting bids or proposals, utilization plans shall be submitted two business days after the vendor receives notice from the APDC that the vendor has submitted the low bid. The APDC will review the utilization plan submitted by the vendor and issue a written notice of acceptance or deficiency regarding the utilization plan no later than twenty calendar days after receipt of the utilization plan.

Vendor Compliance Report. Vendor compliance reports shall be submitted by vendors with respect to a contract for which goals have been established. Compliance reports will be filed at intervals required by information, instructions or requirements pursuant to which bids and proposals have been solicited, or the terms and conditions of a contract awarded pursuant to negotiation. A vendor compliance report shall include the following information:

The name, address, and telephone number of each certified minority and women-owned business enterprise the vendor is using or intends to use to comply with the utilization plan;

A brief description of the contract scope of work to be performed for the vendor by each certified minority and women-owned business enterprise and the scheduled dates for performance;

A statement of whether the vendor has a written agreement with each certified minority and women-owned business enterprise, and if requested, copies of such agreements the vendor is using or intends to use;

The actual total cost of the contract scope or work to be performed by each certified minority and women-owned business enterprise, for the contract;

The actual amounts of any payments made by the vendor to each certified minority and women-owned business enterprise as the date of the compliance report was submitted; and  
Employments Utilization Form.

Waivers. The APDC shall grant a partial or total waiver of goal requirements established on a State contract only upon the submission of a waiver form, documenting good faith efforts by the vendor to meet the goal requirements of the contract. The following factors will be considered in the waiver:

The number and types of certified minority or women-owned business enterprises located in the region which the State contract is to be performed;

The total dollar value of the State contract;

The contract scope of work to be performed;

The project size;

The project term;

The availability of other business enterprises located in the region qualified to do the work to be performed; and

The financial ability of certified minority and women-owned business enterprises located outside the region to perform the State contract;

Requests for a partial or total waiver of goal requirements on a State contract made prior to the award of the contract may be made simultaneously with the submission of the utilization plan for that State contract. Requests for a partial or total waiver subsequent to the award of a State contract may only be made prior to final payment on that contract. If the APDC grants a waiver then the APDC will submit the documentation to the Governor's Office for the MWBE waiver request concurrence.

Disqualification of Vendors. The APDC may disqualify a bid or proposal of a contract as being non-responsible for failure to remedy deficiencies in the utilization plan or upon a determination that the vendor's utilization plan does not indicate that the State contract goal requirements for participation of certified minority and women-owned business enterprises will be met, and the vendor has failed to document good-faith efforts. The APDC may similarly disqualify a bid or proposal for failure to meet all the EEO requirements. The vendor shall be entitled to all reviews and remedies afforded to it pursuant to Article 15-A of the NYS Executive Law.

**METHOD OF AWARD:**

The award of this solicitation will be given to the lowest responsive and responsible respondent based on best value. When evaluating proposals, the following criteria will be considered: experience, references, timeline, and proposal response.

- In cases where two or more responsive/ responsible bidders submit identical bids as to price, the APDC may award the contract to any such bidders.
- The APDC reserves the right to request additional information from bidders for the purpose of ascertaining whether or not the qualifications, facilities, and pricing offered by each bidder meet the requirements set forth in these specifications, sufficient to ensure the proper performance under the contract.
- APDC reserves the right to conduct discussions with any Vendor who submits a proposal.
- APDC reserves the right to reject any and all proposals, to waive any informality in proposals received, to accept or reject any or all of the items in the proposal, and to award the contract in whole or in part and/or negotiate any or all items with individual Vendors if it is deemed in APDC's best interest. Moreover, APDC reserves the right to not make a selection if proposals are deemed to be outside the fiscal constraint or not in the best interest of APDC.

**AWARD OF BID**

The award, if any, will be made within (45) forty-five calendar days of the opening date. All successful vendors shall be notified by the APDC of any contracts they have been awarded. An award letter will be sent to all successful Vendors by US mail. Unsuccessful bidders may not be informed.

**TERM OF CONTRACT**

All Vendors submitting proposals shall agree that their pricing will remain firm for 60 days from proposal submission and throughout the duration of the contract.

The term of the contract shall be through project completion. This contract and any potential renewals will be executed upon approval of the APDC Board of Commissioners.

**TERMINATION CLAUSE**

The APDC reserves the right to terminate any contract and use an alternate or secondary source, should the awarded Vendor become unable to perform. The APDC may terminate their contract with cause upon notification in writing. The APDC may further terminate the contract without cause on thirty (30) days' notice in writing.

**REQUIREMENTS and GOVERNING LAWS**

All bidders are required to comply with all applicable provisions of all local laws, the State of New York laws, and the United States of America laws in particular but not limited to the State's Labor Law, Workman's Compensation Law, State Unemployment Insurance Law, Environmental Law, and all State and Local Health Laws, rules and regulations.

1. All Vendors submitting proposals shall agree that their pricing will remain firm for 60 days from proposal submission and throughout the duration of the contract.
2. The Vendor shall not reassign any award made as the result of this RFP without the prior written consent from APDC.
3. The Vendor shall comply with all laws, ordinances, rules, regulations bearing on the conduct of the work specified in this RFP.
4. **TAX ON MATERIALS:** The APDC is exempt from Federal and State Sales Taxes. Such Taxes shall not be included within the bid prices or within invoices.
5. The provisions of Section 220 of the State's Labor Law are deemed a part of every proposal with the same force and effect as if set forth at length. Pursuant to Article 8 of the New York State Labor Law, no laborer, workman, or mechanic in the employ of the contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contractor shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any week, except on cases of extraordinary emergency including fire, flood, or danger to life or property. No such person shall be employed more than eight (8) hours in any day or than five (5) days in one week except in such emergency. The wages to be paid for a legal day's work to laborers, workman or mechanic employed by the contractor, subcontractor, or other person performing the contract shall be provided the supplements required by that Article.
6. **EMPLOYEE VERIFICATION REQUIREMENTS:** All vendors providing services and/or products to the APDC under any contract resulting from an award of the attached bid are required to comply with all State, Federal, and local laws, rules and regulations as they pertain to the verification of the ability of each employee to legally work in this state and country. This includes all employees, subcontractors and their employees engaged in work covered by said contract. All vendors shall, upon request, supply the APDC with certified copies of Federal form I-9 for all employees, subcontractors, and their employees. These forms should be on file at the vendor's home office and are available online at <http://usics.gov/files/form/i-9.pdf>. By submitting a bid for consideration by the APDC the vendors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of the employee status.
7. **INDEMNIFICATION:** The successful proposer shall defend, indemnify, and save harmless the APDC, its officers, directors, members, employees and agents, from and against all claims, suits, damages, liabilities, losses, expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.



8. **JUDGEMENTS/LEGAL FINDINGS:** By submitting this bid for consideration, the vendor affirms that they currently have no judgements or other legal findings nor have any pending judgements or other legal findings against the company, its executives or any other person that will be employed in any fashion as a part of this contract, with any federal, state, or local government entities that in any way could impact or have the potential to impact their ability to legally complete any contract awarded them as a result of this bid. Failure to disclose any such judgments and or findings will result in the termination of any contracts and other penalties as deemed legal and appropriate by the APDC.
9. **INSPECTION:** Inspection and approval by the Owner, of finished Work or of Work being performed, or of materials and equipment at the place of manufacture or preparation, shall not relieve the Contractor of its obligation to perform the Work in strict accordance with the Contract or of its obligation to protect its Employees from injury or harm for work performed under this Contract. Finished or unfinished Work not found to be in strict accordance with the Contract shall be replaced as directed by the Owner, even though such Work may have been previously approved and paid for. Such corrective work is Contract Work and shall not be deemed Extra Work.
  - a. Rejected Work and materials shall be promptly taken down and removed from the Site, which must at all times be kept in a reasonably clean and neat condition.
  - b. Nothing herein shall be interpreted to mean that the inspection authority provided to the APDC creates any obligation or duty on the APDC to protect the safety of Contractor's or Subcontractors Employees or to protect the safety, integrity or condition of any property, as said obligations and duties rest solely with the Contractor or Subcontractor.
10. **RESPONSIBILITY OF VENDOR:** The vendor shall be responsible for all labor, material, tools, supervision, and transportation to complete the scope of the work related to this project. The vendor shall adhere to all applicable local, state, and federal regulations in effect at the time the work is done. The vendor shall maintain all required insurance coverage during the life of the contract.
11. **USE OF BRAND NAMES:** References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work are offered are of equal quality to that specified and equally acceptable to the APCD for its purposes. Exceptions must be clearly stated. The APCD will determine equal products or services.
12. **GUARANTEE:** The contractor shall guarantee that the material/equipment offered is standard new equipment, latest model of regular stock product and in current production and includes all parts regularly used with this type of equipment also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
13. The successful vendor must comply with all clauses stated in Appendix A (NYS Clauses for Standard Contracts)
14. The successful vendor must comply with all clauses stated in Appendix B (the NYSDOT PFRAP contract document)

## INSURANCE REQUIREMENTS

The successful Vendor hereby agrees that they will obtain and present proof of Workers' Compensation Insurance for all employees on- site prior to the commencement of work (e.g., independent (employee) contractors are not acceptable). This contract shall be void and of no effect unless the Contractor secures and delivers a certification of insurance dated within ten (10) days of the date of the signing of the contract, and Contractor shall maintain such insurance policies as will protect themselves, their subcontractors and, unless specified otherwise, the APDC (the owner), including their agents, servants and employees, from any and all claims for Bodily Injuries, Death or Property Damage which may arise from operations under this contract whether such operations be by himself/herself or by any subcontractor or anyone employed by him/her directly or indirectly, or any other party who may be injured, claim injuries or die. All policies shall name the Albany Port District Commission as an additional insured on a primary and non-contributory basis. The policies below are required to be maintained for the life of the contract.

The successful bidder will maintain Worker's Compensation during the life of any contract entered as a result of this bid, for the benefit of the bidder's employees.

The following insurance policies are required:

- (1) Workers' Compensation Insurance with statutory limits and employers' liability coverage.
- (2) Commercial general liability (CGL) insurance including comprehensive form, premises- operations and broad form contractual with minimum limits of Two Million Dollars (\$2,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The Albany Port District Commission shall be included as insureds on the CGL, using ISO Additional Insured Endorsement CG 20 38 (04/13) or an equivalent coverage to the additional insureds. This insurance for the additional insureds shall be as broad as the coverage provided for the named insured Vendor/Contractor. It shall apply as primary insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

- (3) Automobile liability insurance for owned, hired, and non-owned vehicles with minimum limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage.
- (4) Umbrella or Excess liability insurance with a limit of Five Million Dollars (\$5,000,000) per occurrence and a general aggregate of Five Million Dollars (\$5,000,000).

Umbrella coverage must include as insureds all entities that are additional insureds on the CGL. Umbrella coverage for such additional insureds shall apply before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverage maintained by the Subcontractor.

- (5) Disability Benefits- New York State Statutory Requirements.

**The Albany Port District Commission shall be listed as an additional insured on a primary and noncontributing basis on all policies.**

**All insurance certificates shall be submitted prior to commencement of work.**

## MWBE GOAL PROCEDURES

Review of Utilization Plans. In the case of a request for proposals or negotiated contract, the time requirements for submitting, reviewing, remedying deficiencies, and waiving goals with regard to the utilization plan will vary in accordance with the proposal. In case of a bid submission, unless otherwise specified in information, instruction or requirements and any addenda provided to contractors for purposes of soliciting bids or proposals, utilization plans shall be submitted two business days after the contractor receives notice from the Commission that the contractor has been awarded. The Albany Port District Commission will review the utilization plan submitted by a contractor and issue a written notice of acceptance or deficiency regarding the utilization plan no later than twenty calendar days after receipt of the utilization plan.

Contractor Compliance Report. Contractor compliance reports shall be submitted by contractors with respect to a contract

Waivers. The Albany Port District Commission shall grant a partial or total waiver of goal requirements established on a State contract only upon the submission of a waiver form, documenting good faith efforts by the contractor to meet the goal requirements of the contract. The following factors will be considered in the waiver:

The number and types of certified minority or women-owned business enterprises located in the region which the State contract is to be performed;

The total dollar value of the State contract;

The contract scope of work to be performed;

The project size;

The project term;

The availability of other business enterprises located in the region qualified to do the work to be performed; and; The financial ability of certified minority and women-owned business enterprises located outside the region to perform the State contract;

Requests for a partial or total waiver of goal requirements on a State contract made prior to the award of the contract may be made simultaneously with the submission of the utilization plan for that State contract. Requests for a partial or total waiver subsequent to award of a State contract may only be made prior to final payment on that contract. Once the APDC has granted the waiver the APDC will submit the documentation to the Governor's office for the MWBE waiver request concurrence.

Disqualification of Contractors. The Commission may disqualify a bid or proposal of a contract as being non-responsible for failure to remedy deficiencies in the utilization plan or upon a determination that the contractor's utilization plan does not indicate that the State contract goal requirements for participation of certified minority and women-owned business enterprises will be met, and the contract has failed to document good-faith efforts. The Commission may similarly disqualify a bid or proposal for failure to meet all the EEO requirements. The contractor shall be entitled to an administrative hearing before a hearing officer appointed by the Commission.

The purpose of the administrative hearing shall be to review the determination of disqualification of a bid and determination of non-responsibility. The hearing officer's determination shall be a final administrative determination of the state agency. Such final administrative determination shall be reviewable by a proceeding brought pursuant to Article seventy-eight of the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administration determination in accordance with the provisions of section 313 of the Executive Law.

Contractor and Albany Port District Commission Complaints and Arbitration. A contractor may file a complaint with the Director of the Division of the Minority and Women-owned Business Development, pursuant to Executive Law, Section 316, by personal service or certified mail, return receipt requested, stating the reasons for the complaint, together with a demand for relief provided that the complaint is filed within twenty business days following:

The contractor's receipt of a written determination by Albany Port District Commission that the contractor is not entitled to a partial or full waiver of the goals established in a state contract for participation by New York state certified minority and women-owned business enterprises, or that the contractor is failing or refusing to comply with goals; or

The date which is twenty calendar days subsequent to the date of the Commission's receipt of any written request from the contractor for a partial or total waiver of goal requirements for participation by New York State certified minority and women-owned business enterprises, where no written determination has been issued by the Albany Port District Commission.

The Agency may file a complaint with the Director, pursuant to Executive Law, Section 316, by personally service or certified mail, return receipt requested, accomplished by the agency determination upon which the complaint is made, together with a demand for relief within twenty business days for the determination that the contractor is failing or refusing to comply with goals for participation by certified minority and women-owned business enterprises established in the State Contract. A copy of any complaints filed with the Director by the contractor or Albany Port District Commission shall either be personally served or mailed, certified mail, return receipt requested, by the party making the complaint to the party against whom the complaint is being filed.

Upon receipt by the Director of a complaint, the party against whom the complaint has been filed shall be provided with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the director is unable to resolve the complaint to the satisfaction of the state agency and the contractor, the complaint shall be referred to the American Arbitration Association for resolution in accordance with Executive Law, Section 316, and the applicable requirements of Article seventy-five of the Civil Practice Law and Rules.

Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the director his or her award regarding the alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Section seventy-five of the Civil Practice Law and Rules.

Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator shall also recommend to the Director a remedy, including if applicable the imposition of sanctions, fines, or penalties. The Director shall either:

Adopt the recommendation of the arbitrator, or determine that no sanctions, fines, or penalties should be imposed; or modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommend or impose any new sanction or increase the amount of any recommended fine or penalty.

The Director, within ten days of receipt of the arbitrator's award and recommendations, shall issue a determination of such matter and shall cause a copy of such determination along with a copy of this article to be served upon the respondent by personal service or certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article seventy-eight of the Civil Practice Law and Rules



## PROPOSAL COMMUNICATION , RESTRICTIVE PERIOD, LEGAL PROVISIONS FOR PROCUREMENT CONTRACTS, AND OFFERER RESPONSIBILITY:

Pursuant to New York State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communication between a Governmental Entity and an Offeror/Bidder during the procurement process. An Offeror/Bidder is restricted from making contacts from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the APDC and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). The designated staff member for this RFP is (Jessica Lansing, Compliance Procurement Coordinator.) Governmental Entity employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of a contract award and in the event of two findings within a four-year period, the Offeror/Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found in the appropriate statutes and on the New York State Office of General Services website under the link for the “Advisory Council on Procurement Lobbying.”

Additionally, the above law requires certain affirmations to be provided to the APDC by Offerors/Bidders and that certain provisions are contained within any contract/award resulting from this RFP. Specifically, the following information is provided:

1. All bidders must complete a “Bidder Questionnaire” with a signature/notary public acknowledgement.
2. The APDC must obtain from all Offerors/Bidders the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with New York State Finance Law §§139-j and 139-k.
3. The APDC must include a disclosure request regarding prior non-responsibility determination in accordance with New York State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts.
4. The APDC must obtain from all Offerors a required certification that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to New York State Finance Law §139-j. The Offeror/Bidder must agree to the certification and provide it to the procuring Government Entity.
5. New York State Public Authority Law § 2878 requires that all bidders on procurements involving goods and services complete a “Non-Collusive Bidding Certification.”
6. New York State Law §139-k (5) provides that every procurement contract award subject to the provisions of New York State Finance Law §§139-k and 139-j shall contain a provision authorizing the Governmental Entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below:

*The APDC reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the APDC may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.*

**Forms meeting the requirements of 1-6 are provided below. All bids submitted must contain these completed forms to be considered responsive – failure to include any of these forms will result in the bid being rejected without any further review or consideration.**

ALL ENCLOSED FORMS MUST BE COMPLETED, SIGNED AND INCLUDED WITH THE BID PROPOSAL

**Failure to Complete ALL forms and ALL Insurance Certificates may result in rejection of bid proposal.**

EXHIBIT A: BIDDER'S QUESTIONNAIRE

EXHIBIT B: CORPORATE PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGEMENT

EXHIBIT C: APDC PERMISSIBLE CONTACTS

EXHIBIT D: OFFERER CERTIFICATION

EXHIBIT E: NON-COLLUSIVE BIDDING CERTIFICATION

EXHIBIT F: DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION

EXHIBIT G: IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE

EXHIBIT H: CERTIFICATION REGARDING SEXUAL HARRASSMENT

EXHIBIT I: ENCOURAGING USE OF NYS BUSINESSES IN CONTRACT PERFORMANCE

EXHIBIT J: EO177 CERTIFICATION

EXHIBIT K: WORKERS COMPENSATION INSURANCE CERTIFICATION (3 PAGES)

Appendix A: NYS Clauses for Government Contracts

**PROPOSAL BID FORM (Page 1)**

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

1. The Vendor hereby declares that it has carefully examined all Bidding and Contract Documents therein, has satisfied itself as to all conditions, and understands that in signing this Proposal, it waives all right to plead any misunderstanding regarding the same.
2. The Vendor further understands and agrees that it is to perform and complete all work in accordance with the Contract Documents and to accept in full compensation in the amount and rates listed in this document with no further compensation.
3. **BID CALCULATION: Please attach a comprehensive and clear description of your cost proposal that includes all fees for labor, materials, etc.**

a. **Total proposed amount (e.g., no additional expenses will be permitted).**

\_\_\_\_\_ \$ \_\_\_\_\_  
 (In words) (In figures)

b. **EXPECTED PROJECT COMPLETION DATE:** \_\_\_\_\_

4. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief: (a) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices 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 (c) no attempt has been made or will be made by the bidder to induce any person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
5. The bidder agrees that if awarded the Contract, it will commence work upon receipt of the Notice to Proceed and that it will fully complete the work by the date stated or within the duration herein, as applicable.
6. The bidder acknowledges the receipt of the following addenda but agrees that it is bound by all addenda whether or not listed herein.

Addendum Number	Date	Addendum Number	Date
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____

7. The bidder affirms that it understands and agrees to comply with the procedures of Albany Port District Commission relative to permissible contacts as required by Sections 139-j(3) and 139-j-(6)(b) of the State Finance Law.
8. The bidder certifies that all information provided or to be provided to Albany Port District Commission in connection with this procurement is, as required by Section 139-k of the State Finance Law, complete, true and accurate.

\_\_\_\_\_ Dated \_\_\_\_\_  
 \_\_\_\_\_ (Legal name of person, partnership, joint venture, corporation, or LLC)  
 \_\_\_\_\_ (If corporation, affix corporate seal)

By \_\_\_\_\_ Title \_\_\_\_\_  
 (Signature)



**EXHIBIT A : BIDDER QUESTIONNAIRE**

1. Are you a New York State resident business?	Yes	N
2. Total number of people employed by your firm?		
3. Total number of people employed by your firm in New York State?		
4. Is your company independently owned and operated?	Yes	No
5. Is your firm at least 51% owned and controlled by women, or 51% owned and controlled by minority group members, i.e., Black, Hispanic, Asian, Pacific Islander, American Indian, and Alaskan Native?  <b>If yes, _____ Minority Owned _____ Women Owned</b> <b>If yes, have you been certified or registered? _____ Yes _____ No</b> <b>If yes, List certificate or registration authority:</b>	Yes	No
6. Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner, or proprietor been the subject of:	(Circle any that apply. If "Yes", describe using additional pages.)	
a. An indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business- related conduct constituting a crime under local, state, or federal law?	Yes	No
b. A federal, state, or local government suspension or debarment, rejection of any bid or disapproval of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial, or revocation, of pre-qualification or a voluntary exclusion agreement?	Yes	No
c. Any federal or state determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful"?	Yes	No
d. A consent order with NYS Department of Environmental Conservation, or a federal or state enforcement determination involving a violation of federal or state environmental laws?	Yes	No
7. Is your firm owned by a service-disabled veteran?  <b>If yes, have you been certified or registered?</b> <b>If yes, List certificate or registration authority: _____</b>	Yes	No
	Yes	No

**BIDDERS SIGNATURE** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

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

**Address** \_\_\_\_\_

**Federal ID #** \_\_\_\_\_

**Telephone #** \_\_\_\_\_

**EXHIBIT B:**

**CORPORATE, PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGMENT**

**STATE OF** \_\_\_\_\_ )

) **SS;**

**COUNTY OF** \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_, before me personally appeared:  
\_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who,  
being duly sworn by me did depose and say that \_\_\_he resides at \_\_\_\_\_,  
City/Town of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_; and further that:

**(Check One)**

(If an individual): \_\_\_he executed the foregoing instrument in His/her name and on his/her behalf.

(If a corporation): \_\_\_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_\_he is authorized to execute the foregoing instrument on behalf of the corporation for purpose set forth therein; and that, pursuant to that authority, \_\_\_he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): \_\_\_he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by the terms of said partnership, \_\_\_he is authorized to execute the foregoing instrument on behalf of the partnership for the purpose set forth therein; and that, pursuant to that authority, \_\_\_he executed the foregoing instrument in the name and on behalf of said partnership as the act and deed of said partnership.

---

Notary Public



**Exhibit**

Offeror affirms that it understands and agrees to comply with the procedures of the APDC relative to permissible Contacts

By: \_\_\_\_\_

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

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

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

Offeror/Bidder Name: \_\_\_\_\_

Offeror/Bidder Address: \_\_\_\_\_

**Exhibit D**

**Offeror Certification:**

I certify that all information provided to the APDC with respect to State Finance Law §139-k is

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

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

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

**Exhibit E**

**NON-COLLUSIVE BIDDING CERTIFICATION**

(Reference: Public Authorities Law Section 2878)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices and terms in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the price and term 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 submit a bid for the purpose of restricting competition.

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

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

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

\_\_\_\_\_  
NAME OF BIDDER

\_\_\_\_\_  
ADDRESS OF BIDDER

**EXHIBIT F:**

**Albany Port District Commission**

**106 Smith Boulevard • Albany, New York 12202**

**Offeror Disclosure of Prior Non-Responsibility Determinations**

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

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

Name and Title of Person Submitting this Form: \_\_\_\_\_

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?  No  Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law Section 139-j:  No  Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?  No  Yes

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

Governmental Entity: \_\_\_\_\_ Date of Finding of Non-

Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

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

No  Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

(Add additional pages as necessary)

Offeror certifies that all information provided to Albany Port District Commission with respect to State Finance Law Section 139-k is complete, true and accurate. Submit form with original signature with Proposal.

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

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







**EXHIBIT I:**

**ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York’s infrastructure, and maximize economic activity to the mutual benefit of the vendor and its New York State business partners. New York State businesses will promote the vendor’s optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its vendors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?  Yes  No

Project Number: \_\_\_\_\_

If yes, identify New York State Business(es) that will be used; (list identifying information below).

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

(Attach additional identifying information with the bid as required)

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

Signature

Print Name and Title: \_\_\_\_\_

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

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

**EXHIBIT J:**

**Albany Port District Commission**

**H. Carl McCall SUNY Building 353 Broadway • Albany, New York 12246**

**EO 177 Certification**

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

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

Generally, the Human Rights Law applies to:

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

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

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

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

Signature

Print Name and Title: \_\_\_\_\_

**EXHIBIT K:**

State of New York

**WORKERS' COMPENSATION BOARD**

**THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.**

**ROBERT R. SNASHAIL CHAIRMAN**

Dear Sir/Madam:

The Workers' Compensation Law requires that a New York State or municipal agency, department, board, commission, or office issues any permit or license, the applicant must submit to such agency or department, proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage under these Laws. (See attached copies of Section 57 of the Workers' Compensation Law and Section 220, subd. 8 of the Disability Benefits Law.) These requirements also apply to the renewal of an application for a permit or license, and any and all work covered by the permit or license, whether or not a governmental agency is involved.

In addition, effective April 7, 1993, Chapter 213 amended the above Laws to require that before a New York State or municipal agency, department, board, commission, or office enters into any contract, the contractor must also submit proof that he or she has obtained the required workers' compensation and disability benefits coverage, or that he or she is not required to provide coverage. These requirements also apply to the renewal of such contracts.

I would appreciate your notifying the permit-issuing and contract-making agencies or departments within your jurisdiction of these requirements so that they may be able to comply with the Law. State Agencies are specifically requested to notify each department or group within their agency, which issues licenses or permits or makes contracts, of the Law's requirements.

Enclosed are samples of Forms C-105.2 and DB-120.1 (Certificates of Insurance), and Form SI-12 (Affidavit Certifying That Compensation has Been Secured), which are designed to provide necessary proof of coverage when completed by the insurance canter and/or the Workers' Compensation Board. Also enclosed is a sample of Form DB-155 (Compliance with DB Law), which may be submitted by self-insured employers under Disability Benefits Law as acceptable proof that disability benefits coverage has been obtained.

Please note that it is acceptable for employers insured by the State Insurance Fund to submit the Fund's computer-generated certificate of insurance as proof of coverage, Form U-26.3 (sample enclosed), in place of prescribed Form C-105.2.

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-105.21 (Statement That Applicant Does Not Require W.C. or D.B. Coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

Thank you for your assistance in the enforcement of the above. If you require additional information regarding this or any other workers' compensation or disability benefits matter, please feel free to contact Mr. Frank Rends, Director, WC Compliance, Workers' Compensation Board, 100 Broadway-Menands, Albany, New York 12241 [telephone number (518) 486-51171].

STATE OF NEW YORK  
WORKERS COMPENSATION BOARD  
APPLICATION FOR CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the Insurance Carrier: \_\_\_\_\_

as satisfactory proof required under the provisions of Section 57 of the Workers' Compensation Law, to be filed with Name: \_\_\_\_\_  
(Name of Bureau, Department, Corporation, Firm or Individual)

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

Locations of operations: \_\_\_\_\_

Date operations to begin: \_\_\_\_\_

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

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

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Name of Employer)

\_\_\_\_\_  
(Date)

NOTE: This application must be signed by the Employer if an individual, or if a co-partnership by member of the co-partnership, or by an officer if a corporation.

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

This is to certify that \_\_\_\_\_  
(Name of individual, partnership, or corporation)

is insured with \_\_\_\_\_  
(Name of insurance provider)

under Policy No. \_\_\_\_\_ covering the entire obligation of this employer for workers' compensation under the New York Workers' Compensation Law with respect to the locations named in the foregoing application.

The policy term covers the period from \_\_\_\_\_

To \_\_\_\_\_. If said policy is changed or cancelled during its term in such manner as to affect this Certificate, thirty (30) days written notice of such change or cancellation shall be provided to the Owner, and ten (10) days written notice in the event of cancellation for non-payment of premiums.

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

\_\_\_\_\_  
(Name, Title, Date)

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

Title \_\_\_\_\_

THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

C-105.2(10-94)

