



RFP # 2025-04

Heavy Equipment Parts and Service

ISSUE DATE: July 2, 2025

NOTICE TO BIDDERS:

The APDC is requesting sealed proposals from qualified vendors for parts and service of heavy equipment at the Port of Albany located at 106 Smith Blvd. Albany, NY 12202. Further information is contained in the Request for Proposal (2025-04) and may be obtained from the APDC by calling 518-463-8763.

Responses are due by **12:00 PM noon on, August 11, 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 to the lowest most responsible and responsive bidder.

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 driving the economy of the Capital Region and beyond while emphasizing transparency and public stewardship.

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

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 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 purpose of this RFP is to provide interested vendors with sufficient information to enable them to submit proposals for goods and services as outlined within this solicitation.

Objective: The APDC seeks proposals from all interested bidders who have the ability, training, and capabilities to order parts and/or perform repairs suggested within this solicitation. The Port of Albany is operational year-round, and vehicles and equipment must be repaired and returned to service in a timely manner.

Solution Preferences: The APDC seeks to award a contract to:

- A facility capable of ordering and delivering parts within a timely manner.
- A facility capable of performing on-site repairs on heavy equipment.
- A facility who has trained and experienced technicians .
- A repair shop facility registered with the NYS Department of Motor Vehicles and operating their repair shop in conformance with the provisions of NYSDMV CR-82 regulations.
- A facility cable of disposing waste in accordance with all applicable laws.

EVENT	DATES
SOLICITATION OPEN	July 2, 2025
PRE-BID CONFERENCE	n/a
WRITTEN INQUIRY DEADLINE	July 21 st BY 5:00 PM Must be emailed to jlansing@portofalbany.us
RESPONSE TO WRITTEN INQUIRIES	July 25 th BY 5:00 PM
RFP DUE DATE	August 11 th BY 12:00 NOON
BID OPENING	August 11 th 2025 12:00 NOON

SPECIFICATIONS:

1. Parts must meet or exceed the current Federal Motor Vehicle Safety Standards and/ or equipment standards.
2. Parts shall be new, unused, and shall be of current design, and production. Remanufactured, reprocessed, recycled, or reconstituted parts are not acceptable (except for instances where the manufacturer no longer manufactures and produces OEM parts for the piece of equipment needing repair).
3. The bidder shall be an authorized dealer, retailer, or wholesaler for the products offered. Proof of authorization must be provided with bid submittal.
4. Award of this contract does not guarantee that any specific item or quantity of items will be ordered as this contract will be utilized on an “as needed basis”.
5. The awarded vendor(s) shall hold their bid prices related to parts firm for the duration of the contract.
6. For in stock parts, the APDC requests parts to be delivered within 2-3 business days of being ordered. For out-of-stock parts, the APDC requests that the awarded vendor(s) provide estimated delivery information at the time of purchase. Back ordered parts that have been shipped to the vendor are expected to be delivered to the APDC within two business days of the vendor’s receipt.
7. The awarded vendor(s) will be given the opportunity to negotiate labor rates for years two and three of the contract.
8. All bids for repair service shall include on-site services, shipping fees, insurance, fuel, fuel surcharges, and delivery charges to APDC destination (“FOB Destination”).
9. All bids for parts shall include shipping fees, insurance, fuel, fuel surcharges, and delivery charges to APDC destination (“FOB Destination”).
10. The APDC will not pay any additional charges other than what has been provided for within this RFP.
11. Bidders are NOT required to bid on each category and/or part (Parts/Service). Further, a bidder will not be disqualified from bidding if that bidder has only bid on one category or part.

12. All diagnostics and repairs shall be conducted on-site. The APDC has several mechanics along with a mechanic shop on-site. The APDC will call the awarded bidder(s) on an “as-needed” basis if the piece of equipment cannot be diagnosed and/or repaired. Service calls, diagnostics, travel fees, fuel, fuel surcharges, shipping fees associated with equipment parts, or any other fee shall be included within each bid (i.e., the APDC will not pay any additional fees other than those provided for within this bid specification for each section). Since the bidder(s) will provide a percentage markup from cost on their parts, the bidder shall submit a copy of their part costs along with their invoice (i.e., the bidder may submit their invoice or their catalog pricing to show the bidder’s direct costs).

13. The APDC requires the following for ALL Service Contracts:

- Bidder(s) shall follow the manufacturer’s recommendations during the performance of services.
- Bidder(s) shall use parts, products, and services that meet or exceed the specifications required by the written original manufacturer.
- Bidder(s) shall use only fully trained and qualified personnel to make repairs and perform required services.
- Bidder(s) shall use mechanics who are “ASE” Certified.
- Bidder(s) shall have available the necessary specialized diagnostic equipment for all makes and models of the equipment the bidder has submitted a bid on.
- Bidder(s) shall diagnose and/or repair equipment within five (5) business days from the date of the APDC’s initial call for repair.
- If the bidder is experiencing delays or backorders on parts required for repair, the awarded bidders shall notify the APDC immediately. If a repair is expected to take longer than five (5) business days, the awarded bidder shall notify the APDC immediately.
- Bidder shall warranty all parts and labor in addition to the manufacturer warranty for a period of one year.

14. The APDC requires the following for ALL Parts Contracts:

- The APDC will call the awarded bidder(s) on an “as-needed” basis to acquire parts. The awarded bidder(s) shall deliver all parts to the following address: APDC, 100 Smith Blvd., Albany, NY 12202. Shipping fees, travel fees, fuel, fuel surcharges, or any other fee shall be included within each bid (i.e., the APDC will not pay any additional fees other than those provided for within this bid specification for each section).
- Parts shall be delivered to the APDC on regular business days between the hours of 8:00am-4:30pm unless advised by APDC otherwise.
- Timely delivery of parts: Parts shall be delivered within 2-3 business days from the date of the initial order.

- If parts are backordered, discontinued, or not in stock, the APDC shall be notified immediately.
 - Parts shall be new and free from defect.
 - Parts shall carry a manufacturer's warranty which the bidder upholds. Claims against the manufacturer's warranty shall be handled by the selected vendor.
 - Purchases will be made on an "as-needed basis" with vendors chosen at the discretion of the APDC. The APDC may contact each awarded bidder to obtain pricing and inquire about the turnaround time. Since the bidder will provide a percentage markup from cost, the bidder shall submit a copy of their part costs along with their invoice (i.e., the bidder may submit their invoice or their catalog pricing to show the bidder's direct costs).
15. The selected vendor(s) shall accept returns of products for any reason within thirty (30) days of delivery. Vendor shall credit the APDC account in the next billing cycle and not charge a restocking fee.
16. The APDC reserves the right to purchase items, pursuant to Public Authorities Law, from NYS contracts, other County, political subdivision or district contracts, or NYS Preferred Sources within its discretion.
17. Piggybacking: The APDC reserves the right to allow other governmental entities authorized under the General Municipal Laws, to purchase any goods and/or services awarded as a result of this bid. However, it is understood that the extension of such contract is at the discretion of the vendor and the vendor is only bound to any contract between the APDC and the vendor. The APDC shall have no responsibility in the dealings between the vendor and any other governmental entity other than the APDC.
18. The successful bidder hereby agrees that they will obtain at their own expense all licenses or permits for the work performed under this contract, if any are necessary, prior to the commencement of work.
19. The APDC reserves the right to award any category and/or part within each category separately
20. The APDC may award multiple bidders.
21. Parts and repairs will be ordered on an as-needed basis.

RECEIPT OF PROPOSALS:

Proposals shall be clearly labeled with the title of the project listed on the sealed bid RFP #2025-04 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 August 11th 2025.** Bid packet must be clearly labeled **RFP 2025-04** 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 one 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, the name and title of the person(s) authorized to bind the vendor, together with the main office address and telephone number.
3. Provide a completed bid form proposal, cost sheets, and all other pertinent information.
4. Identify the price which shall include, but not limited to the following: diagnostics, quote preparation, equipment, fuel, travel, materials, labor, disposal of waste, all permits, insurance and bonds.
5. Provide a minimum of three references, including references for work similar to the work being proposed in this solicitation.
6. Complete, sign and notarize all requested forms within this RFP.
7. 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.
8. 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-mwbbs>

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/>.

METHOD OF AWARD:

- The award of this solicitation will be given to the lowest most responsive and responsible bidder.
- 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 award multiple bidders on an as-needed basis.
- 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 throughout the contract term. Service Labor rates may be negotiated in years 2 and 3 of contract.

The term of the contract shall be for three (3) years until 7/31/2028 with two (2) one-year optional extensions as agreed between the awarded vendor and the APDC .

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.
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).

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.

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 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.

BID PROPOSAL FORM-(3 pages)

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

Appendix B: APDC Equipment List

PROPOSAL BID FORM (Page 1)

COMPANY NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NO.: _____ EMAIL: _____

DIRECT CONTACT REPRESENTATIVE TO ORDER: _____

SIGNATURE AND TITLE: _____ DATE: _____

Firm's Federal ID Number or Social Security Number as applicable: _____

Firm's NYS SFS Vendor Identification Number: _____

RFP 2025-04 Bid Proposal Form				
Please provide on this form a separate cost percentage mark-up from bidders costs and an hourly service rate for each of the manufacturer categories you are bidding on.				
Please also attach most up to date price sheets				
Category	Manufacturer	Part 1: Price % Mark-Up on Parts	Part 2: Hourly Service Rate	Travel/Other (Please Specify)
A	Hyster	%	\$ /hour	
B	Taylor	%	\$ /hour	
C	Clark	%	\$ /hour	
D	Caterpillar	%	\$ /hour	
E	Daewoo	%	\$ /hour	
F	Skyjack Boom Lift	%	\$ /hour	
G	Bobcat Skid Steer	%	\$ /hour	
	Please refer to the attached equipment list for model information			
*The APDC reserves the right to award any category and/or part within each category separately *				
The APDC may award multiple bidders. Parts and Repairs will be ordered on an as-needed basis.				
The APDC may contact each awarded bidder to obtain pricing and inquire about the turnaround time. Since the bidder will provide a percentage markup from cost, the bidder shall submit a copy of their part costs or their catalog pricing to show the bidder's direct costs.				

PROPOSAL BID FORM (Page 2)

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. 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.
4. 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.
5. 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
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____
_____	____/____/____	_____	____/____/____

6. 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.
7. 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)

BID PROPOSAL FORM PAGE 3

Check: Is Firm NYS-Certified* MBE? ☐ Yes WBE? ☐ Yes SDVOB? ☐ Yes

Note: A copy of the current certification must be included in the proposal packet.

Note: Please indicate whether you believe that any information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law.

☐ Yes ☐ No

If “yes”, you must identify the information you feel is confidential by placing an asterisk (*) in front of the appropriate number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

PLEASE UTILIZE THIS SECTION TO INDICATE ANY DEVIATIONS YOU MAY HAVE FROM THE RFP SPECIFICATIONS:

[illegible]

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? If yes, _____ Minority Owned _____ Women Owned If yes, have you been certified or registered? _____ Yes _____ No If yes, List certificate or registration authority:	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? If yes, have you been certified or registered? If yes, List certificate or registration authority: _____	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 C

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 complete, true, and accurate.

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 knowing 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 G:

Albany Port District Commission
106 Smith Boulevard • Albany, New York 12202

IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE

Printed Name of Entity Seeking to Enter into the Contract: _____

Address: _____

Printed Name and Title of Person Executing Certification: _____

Project Number: _____

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran (“prohibited entities list”), as defined by the Act. New York State Public Authorities Law § 2879-c, with certain exceptions, prohibits Albany Port District Commission from entering into or awarding a Contract with persons identified on the prohibited entities list.

CERTIFICATION:

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision one of section one hundred sixty five-a of the state finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State finance law.

STATE OF)

)ss.:

COUNTY OF _____)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature of Person Executing Certification:

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

Notary Public

Submit form with original signatures

EXHIBIT H:

**Albany Port District Commission
106 Smith Boulevard • Albany, New York 12202**

Certification Regarding Sexual Harassment Prevention Policies Pursuant to State Finance Law §139-l

By submission of this proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

I, _____, hereby affirm, under penalty of perjury, that

Printed Name of Person Executing Certification

I am _____ of the above-named bidder, that I am

Printed Title of Person Executing Certification

authorized to make this certification on behalf of such bidder, and I further certify that this certification is true, accurate and complete to the best of my knowledge and belief.

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

signature

STATE OF _____)
) ss.:
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came

_____, to me known and known to me to be the person(s) described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

Submit form with original signatures

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)

Equipment List as of 2025 (Hyster Forklifts)								
Equipment Number	Make	Model	Serial Number or Vin	Engine	Tire Size	Hours	Fuel Type	Capacity
# 1	2019 Hyster	H90FT	U005V1067T	Kubota 3.8L	Front-250 x 15 Rear-700 X 12 Solid	4,561	Gas & Propane	8,750 Lbs.
#2	2024 Hyster	H90FT	U005V18323Y	Kubota 3.8L	Front-250 x 15 Rear-700 x 12 Solid	33	Gas & Propane	8,750 Lbs.
#4	2024 Hyster	H90FT	U005V18394Y	Kubota 3.8L	Front-250 x 15 Rear-700 x 12 Solid	52	Gas & Propane	8,750 Lbs.
#5	2024 Hyster	H90FT	U005V18426Y	Kubota 3.8L	Front-250 x 15 Rear-700 x 12 Solid	50	Gas & Propane	8,750 Lbs.
#6	2024 Hyster	H90FT	U005V01671N	Kubota 3.8L	Front-250 x 15 Rear-700 x 12 Solid	59	Gas & Propane	8,750 Lbs.
#9	2006 Hyster	H70FT	L177B06871D	GM 2.4 L	Front: 28 x 9-15 Rear: 6.50 x 10 Solid	13,247	Gas	6,650 Lbs.
#10	2000 Hyster	H60XM	H177B23758X	GM 3.0L	Front: 8.15 x 15 Rear: 6.50 x 10 Solid	5081	Propane	5,650 Lbs.

Equipment List as of 2025 (Taylors-Clarks)

Equipment Number	Make	Model	Serial Number or Vin	Engine	Tire Size	Hours	Fuel Type	Capacity
# 11	1992 Taylor	TE520S	21900	Cummins 6Cyl 8.3L Replaced Dec.2020	Front-1400 X 25 Rear-1400 X 25 Air	5,464	Diesel	52,000 Lbs.
#22	1992 Taylor	TE520M	21894	Cummins 6Cyl. 8.3L	Front-1400 X 25 Rear-1400 X 25 Air	11,723	Diesel	52,000 Lbs.
#33	1992 Taylor	TE520M	21899	Cummins 6Cyl. 8.3L	Front-1400 X 25 Rear-1400 X 25 Air	9,136	Diesel	52,000 Lbs.
#44	1992 Taylor	TE520S	21901	Cummins 6 Cyl. 8.3L	Front-1400 X 25 Rear-1400 X 25 Air	8,886	Diesel	52,000 Lbs.
#55	1998 Taylor	THD 160	S-C8-26818	Cummins 3.9L 4 Cyl.	Front-8.25 X 15 Rear-8.25 X 15 Air	14,330	Diesel	16,000 Lbs.
#77	2015 Clark	C80D	P680D-0839-9852 KF	Iveco 4.5L Turbo	Front: 8.25 X 15 Rear: 8.25 X 15 Air	1,682	Diesel	16,000 Lbs.
#88	2019 Clark	C70D	P60D-0467-9966 KF	Deutz 4.5L Turbo	Front: 8.25 X 15 Rear: 8.25 X 15 Air	382	Diesel	15,000 Lbs.

Equipment List as of 2025 (Hyster - Daewoo Forklifts)								
Equipment Number	Make	Model	Serial Number or Vin	Engine	Tire Size	Hours	Fuel Type	Capacity
# 18	1999 Daewoo	G30S	99-02409	Hercules 4664	Front- 28 x 9-15 Rear- 6.50 x 10 Air	5981	Propane	4,600 Lbs.
#19	2015 Hyster	H70FT	P177V01702N	GM 4.3L	Front- 28 x 9-15 Rear- 6.50 x 10 Solid	6,983	Gas & Propane	6,650 Lbs.
#23	2007 Hyster	H90FT	N005V03154E	GM 4.3L	Front- 250 x 70 R 15 Rear- 700 x 12 Air	9,495	Gas	8,000 Lbs.
#24	2007 Hyster	H100FT	N005V03154E	GM 4.3L	Front- 315 x 70R15 Rear- 700 x 12 Air	8,046	Gas	10,000 Lbs.
#25	2015 Hyster	H70FT	P177V01701N	Nacco 2.4L	Front- 28 x 9-15 Rear- 6.50 x 10 Solid	6,001	Gas & Propane	6,650 Lbs.

Maintenance Equipment List 2025

Equipment	Make	Model	Serial-Vin Number	Engine	Tire Size	Capacity	Fuel Type	Hours
2001 Liebherr Crane	Liebherr	LHM 400	140259	Mercedes Benz OM 44LA	285 X 70R 19.5	253,000 Lbs. 126 Short Tons	Diesel	8,640.3
2015 Liebherr Crane	Liebherr	LHM 550	141277	Man D2842 LE103	285 x 70R 19.5	273,000 Lbs. 136 Short Tons	Diesel	6,384.7
2016 Boom Lift	Skyjack	SJ40T	98002113	Kubota	Front: 305-70D-16.5 Rear: 605-70D 16.5	650 Lbs.	Gas-Propane	9,405.1
2015 Frontend Loader	Caterpillar	930M	CAT0930M CKTG00835	C 7.1 6 Cyl.	20.5 R 25		Diesel	1,550.5
2015 Frontend Loader	Caterpillar	930M	CAT0930M JKTG00730	C 7.1 6 Cyl.	20.5 R 25		Diesel	1,509.9
2002 Skid Steer	Bobcat	S175	517626559	Kubota 2.2L	31.5 x 13-16.5		Diesel	2,087.3
2019 Golf Cart	Carryall	MB1929	987841	Kohler	22 x 10-10			262.4
2016 Light Tower	Multiquip	LT6K	9222678	Kohler	ST175-80D-13		Diesel	765.5
2024 Riding Lawn Mower	Cub Cadet	LT42	1E14RB10248	Kohler	Front: 15X6-6 Rear: 20X8-8			

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

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

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

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.