



**RFP # 2025-06**

**CONSTRUCTION OF HIGH VOLTAGE SUBSTATION**

**ISSUE DATE: August 14, 2025**

**NOTICE TO BIDDERS:**

The APDC is requesting sealed proposals from qualified vendors for the construction of a high voltage (HV) substation at the Port of Albany's Beacon Island Expansion site located at 340 River Rd, Glenmont, NY 12077. The project will include the installation of Owner supplied electrical equipment and components as outlined in the contract documents. Further information is contained in the Request for Proposal (2025-06) and may be obtained from the APDC by calling 518-463-8763.

Responses are due by **12:00 PM noon on Monday September 15, 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 most responsible and respondent vendor who provides the lowest bid. 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.

**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)

### SUMMARY AND PROJECT BACKGROUND:

Located on the Upper Hudson River 124 nautical miles north of New York Harbor, the Port of Albany-Rensselaer 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 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.

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 tenants to ensure the efficient, reliable and safe movement of goods.

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. The measure of the Port's significance to the Regional economy in terms of output was more than \$428 million.

In 2018, the Port acquired more than 80-acres adjacent to the Port's southwestern border in the town of Bethlehem, NY for expansion opportunities, adding 25% to the land area of the Port District.( Beacon Island Site) In 2021, the Port was selected through NYSERDA's competitive Round 2 Solicitation to develop the nation's first offshore wind tower manufacturing supply chain facility. The site was developed to support this proposed project with more than \$170 million of funding as part of an innovative public-private partnership. However, due to changed economic and supply chain conditions, considerations are being made toward alternative projects. Today, the fully graded and fully permitted (i.e., local, state, and federal permits in-hand) project, stands as a key opportunity to advance state and federal business investment, domestic manufacturing, and new and additional maritime commerce.

The Port of Albany-Rensselaer (APDC) has secured funds from the Empire State Development Fast NY Infrastructure Improvement Grant that will allow the Port to complete utility infrastructure work including the installation of a high-voltage substation, a sanitary wastewater treatment plant and the intake lines and pump station package for fire protection system. Additionally, this funding will assist with obtaining geotechnical data for future wharf construction. This infrastructure improvement project will bring the Beacon Island site to a completed "shovel ready" condition for various potential uses.

### PURPOSE AND OBJECTIVES

**Purpose:** The intention of this RFP is to solicit responses and formal proposals from qualified contractors and select a single organization to provide High Voltage Substation Construction services.

**Objective:** The APDC's primary objective is to install the substation and advance the readiness that allows access to 115Kv power lines available at the Port of Albany-Rensselaer Beacon Island fully permitted and graded 85 acre site.

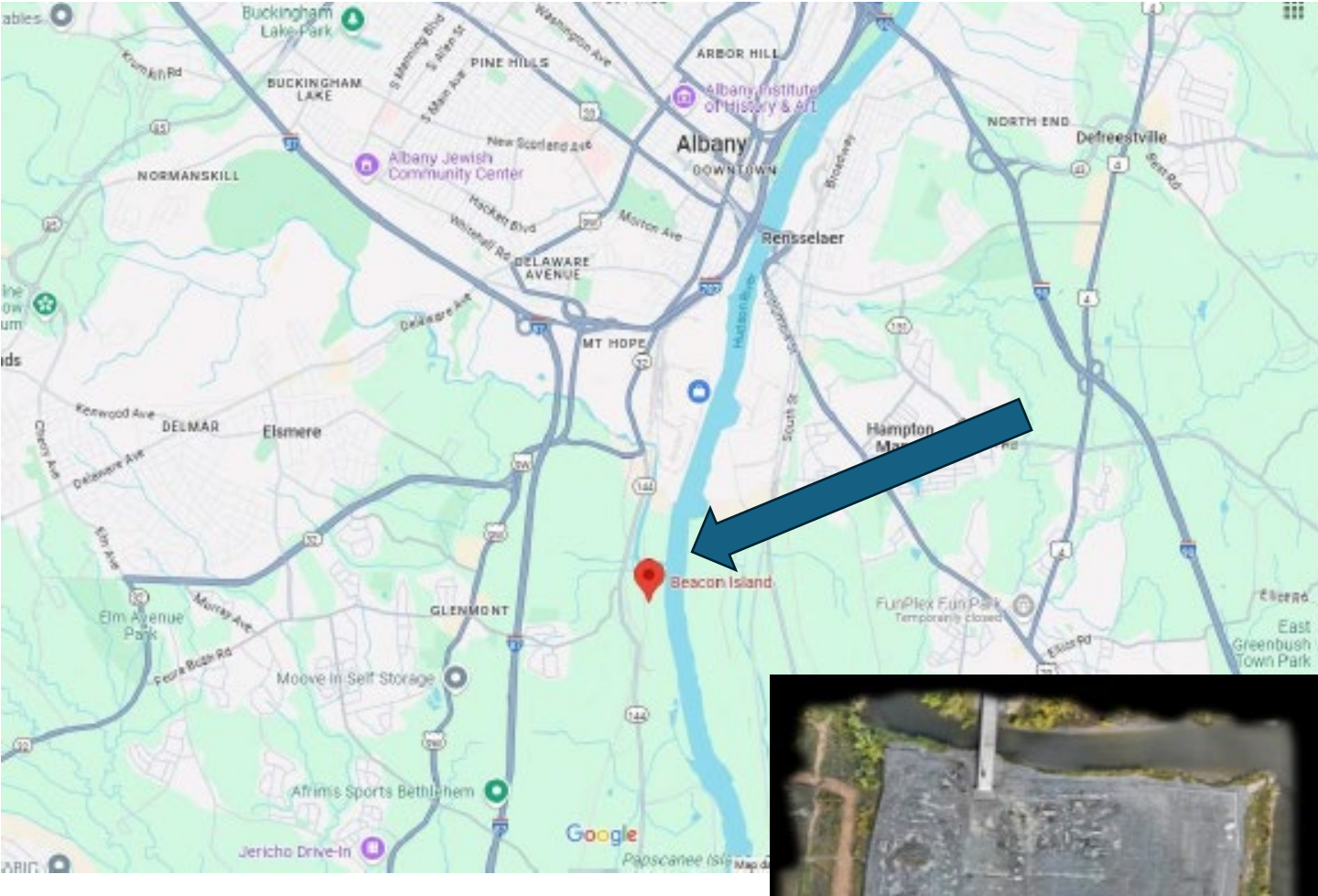
### Solution Preferences:

The work under this contract shall include:

1. Staging and mobilization and provision of temporary utilities.
2. Civil and structural work associated with the construction of the HV Substation
3. Installation of Owner Supplied, HV Substation equipment and components.
4. Installation of Contractor Supplied, HV Substation components.
5. Start-up, testing, and commissioning, of the HV Substation upon load ready status from National Grid

The contractor is referred to the engineering report, contract drawings and other information enclosed within this bid document that reflects the research and preferences for the overall Scope of Work.

SITE LOCATION: 340 River Road Glenmont, NY 12077



Electrical Substation Location



## RFP# 2025-06 Construction of High Voltage Substation

### SCHEDULE OF EVENTS

EVENT	DATES
<b>SOLICITATION OPEN</b> RFP POSTED ON THE PORT'S WEBSITE, BIDNET, TIMES UNION AND THE NYS CONTRACT REPORTER	August 14, 2025
<b>WRITTEN INQUIRIES</b> Must be emailed to <a href="mailto:jlansing@portofalbany.us">jlansing@portofalbany.us</a>	<b>WRITTEN INQUIRY DEADLINE:</b> No later than 5 p.m. on August 29, 2025
<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:</b> No later than 5pm. on September 5, 2025
<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:</b> <b>No later than 12 noon on September 15, 2025</b>
<b>Mandatory Pre-Bid Meeting and Walk-Through</b> The meeting is mandatory for submission of bid and attendance is required. The meeting will include a site walk through Appropriate PPE for site walk is required. Bidders should pre-register their attendance at the meeting by emailing their name, company and contact information to Jessica Lansing <a href="mailto:jlansing@portofalbany.us">jlansing@portofalbany.us</a> (518-463-8763) not later than two days prior to the meeting. Failure to attend this meeting will result in a bid being rejected.	August 22, 2025

### 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# 2025009999 - Construction of Substation has been assigned to the project.**

To access the PDF file, click on

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1594256> or copy and paste into your browser.

**RECEIPT OF PROPOSALS:**

Proposals shall be clearly labeled with the title of the project listed on the sealed bid RFP #2025-06 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 September 15, 2025. Bid packet must be clearly labeled **RFP 2025-06** 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 and clearly identify exclusions.
5. Provide a schedule to perform work noting when the work should be complete.
6. Provide bid calculation form 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 & SDVOB proof of good faith efforts.
9. Provide MWBE & SDVOB 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.

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.

**SERVICE STANDARDS:**

1. The APDC seeks to hire a qualified professional contracting company that is able to provide the best quality work in the most cost-efficient manner...The contracting company shall be qualified and experienced in each of the trades necessary to perform this work.
2. The contractor shall conform to New York State Department of Transportation standard specifications and regulations, and all other federal, State, and local codes and regulations, including all utility company requirements.
3. The contractor shall adhere to all OSHA standards and regulations
4. The materials recommended in the engineering report, contract drawings and other information that accompanies this bid and are listed within the contractor bid form are provided as a minimum standard recommendation.
5. 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.
6. 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.
7. Contractor Methods, Procedures, Equipment: The Contractor shall be solely and fully responsible for all means, methods, techniques, sequences, procedures, and equipment used in executing the Work, including all safety precautions and programs. Any methods, procedures, or equipment referenced in the Contract Documents are provided solely for performance criteria or coordination purposes and shall not be construed as direction or endorsement. In no event shall the Owner, its consultants, or the Contract Documents be interpreted to assume, share, or diminish the Contractor's sole responsibility for performing the Work in a safe, coordinated, and professional manner.
8. 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.
9. Deliveries shall be made on regular business days and scheduled with the Construction Owner's Representative between the hours of 8:00 am and 5:00 pm unless otherwise agreed to by the contractor and APDC.
10. The Contractor 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. The contractor shall be responsible for removal of stockpiles at the completion of the work.
11. Any deviations from the Technical Specifications, Contract, Drawings and/or General Conditions will not be permitted unless prior approval by APDC has been given.
12. The Contractor shall provide to the APDC any manufacturer's warranties and guarantees normally given as customary trade practice. In addition, for contracts involving the furnishing and/or installing of electrical and mechanical equipment, the Contractor agrees to guarantee the satisfactory in-service operation of mechanical and electrical equipment and related components for a period of one year following contract acceptance, at no cost to the APDC for either parts or labor.

13. The Owner's Representative or Engineer may stop by written order any work or any part of the work under the contract if the methods or conditions are such that unsatisfactory work might result, or if improper material or workmanship is being used.
14. 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.
15. 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.
16. The 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.
17. A 5% performance bond will be required at the time of contract execution. Retainage will be applied.
18. 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.

## **SCOPE OF WORK**

**Please refer to the Contract Drawings, Engineer Report and Specifications and other information attached in APPENDIX B**



**Conditions:****ENGINEERING/OWNER'S REPRESENTATION**

During the life of the Contract, there will be representation by the APDC's Owners Representative and Engineer and their representatives and authorized agents, who will define the meaning and intent of the Contract Documents, pass upon equipment, materials and workmanship, and determine that the work is proceeding in accordance with the Contract Documents. The Owner's Representative and/or Engineer may reject such work as in their opinion is not in accordance with said Documents.

The Owner's Representative representation is for the purpose of assuring that the work described by the Contract Documents is being properly executed. The Owner's Representative shall serve as liaison between the Engineer, Contractor, and APDC and conduct on-site observations and keep records of the work in progress, give assistance in interpreting the Contract Documents, transmit orders by the Engineer and the Albany Port District Commission to the Contractor, review applications by the Contractor for payment, conduct final inspection of the work in the company of the Engineer and the Albany Port District Commission, and perform other field representative duties as required.

Neither the Owner's Representative, his representative, or other authorized agents will undertake any of the responsibilities of the Contractor, his subcontractors, of his superintendent, nor expedite or superintend the Contractor's work, nor advise on or issue directions relative to any aspect of construction technique or method unless such technique or method is called for in the Contract Documents.

The Owner's Representative and their field representatives or authorized agents shall have authority to stop the work of the Contractor whenever such stoppage is necessary to insure compliance with the Contract Documents.

The Owner's Representative shall judge as to what constitutes a reasonable notice, and whether or not workmanship, equipment or materials incorporated in the work meet the standards and intent of the Contract Documents. All questions relating to the intent and meaning of said documents, or of the kind of quality of materials or equipment, must be submitted to the Owner's Representative for approval. Their decision as to these questions must be accepted as final.

No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the requirements of any Contract Document.

**ORDERS TO FOREMAN**

The Contractor shall employ at the site of the work during the performance of any part thereof, a competent foreman or superintendent who shall be satisfactory to the Owner's Representative and who shall have full authority to act for the Contractor, and all directions given such foreman or superintendent shall be as binding as if given to the Contractor.

Whenever the Contractor or his superintendent is not present on any part of the work where it may be desired to give directions, orders will be given by the Owner's Representative or his representative and shall be received and obeyed by the Foreman who may have charge of the particular work in reference to which the orders are given.

**ACCURACY OF PLANS AND SPECIFICATIONS**

The detailed plans and specifications for the contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of plans and quantities of work involved. Work under all items in the contract must be carried out to meet field conditions to the satisfaction of Owner's Representative and in accordance with his instructions and the contract specifications.

The Contractors shall take no advantage of any apparent error or omission in the plans or specifications. In the event the Contractor discovers an error or omission in the plans or specifications, he shall immediately notify the Owner's Representative. The Owner's Representative will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the plans and specifications.

#### CONFORMITY WITH PLANS AND SPECIFICATIONS

All work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work will not be preponderantly of borderline quality or dimension. In the event the Owner's Representative finds the materials or the finished product in which the materials are used not within reasonably close conformity with the plans and specifications, but that reasonably acceptable work has been produced, they shall then make a determination if the work shall be accepted

and remain in place. In this event, the Owner's Representative will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Owner's Representative finds the material or the finished product in which the materials are used or the work performed not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning, or guiding traffic) shall be planned, installed and the responsibility of the contractor in conformity with the edition of the New York State Manual of Uniform Traffic Control Devices and the applicable U.S. Coast Guard Regulations which are current on the date of advertisement for bids.

#### INTERPRETATION OF PLANS

In case of any difference in the interpretation of the plans, specifications or maps, or between them, the matter must be immediately submitted to the Owner's Representative who shall adjust the same, and his decision in relation thereto shall be final and conclusive.

#### INSPECTION

Wherever or whenever the Owner's Representative shall consider it necessary to remove any portion of the work executed under this contract for inspection or for any other purpose, no payment shall be made for such removal or for replacement of the work to satisfactory condition in case such inspection shows that the work was not constructed in accordance with the terms of the contract; nor shall payment be made for the removal or replacement of any work which may itself be satisfactory, but the removal of which is necessary for the replacement of unsatisfactory work.

#### MATERIALS AND QUALITY REQUIREMENTS

All materials used in the work shall meet the quality requirements described in the specifications unless the same are altered by notes, shown on plans or in the proposal.

Immediately upon award of the contract, the Contractor shall furnish in writing to the Owner's Representative the names and addresses of all material suppliers and sources from which materials are obtained.

No change shall be made in the sources or supply or kinds of materials or in the type of any items except upon written approval by the Engineer.

All materials and products proposed to be used in construction shall be inspected, sampled and tested as described in the specifications and as indicated by notes in the contract documents. Whenever any specification provides for "Certification" or "Approval" as a Basis of Acceptance, the Owner's Representative reserved the right to sample and/or test material in any shipment prior to incorporation in the work.

Any material which has been plant inspected and accepted by the Owner's Representative shall not be shipped to other work unless authorized by the Owner's Representative.

Any material which is rejected, because of failure to meet the required tests or that has been damaged so as to cause rejection, shall be immediately removed from the site of the work.

Materials shall be so stored as to ensure the preservation of their quality and fitness for the work. Stored materials, even though accepted before storage, shall be inspected prior to their use in the work and shall meet the requirements of the contract at the time of their use.

Railroad cars, barges and other containers used for the transportation of materials shall be clean when any materials are deposited therein.

Material which has been rejected will not be resampled or retested unless otherwise directed by the Owner's Representative. Rejected materials shall be removed immediately from the site of the work by the Contractor at his expense unless otherwise directed by the Owner's Representative. No rejected materials, the defects of which have been subsequently corrected, shall be used until written notification of the acceptance of the material has been received by the Owner's Representative.

#### OWNER FURNISHED MATERIALS AND EQUIPMENT

To mitigate the long lead times associated with this project, the Port of Albany has procured equipment. A complete list of Owner furnished equipment is included in Exhibit L.

#### PATENTED DEVICES, MATERIALS AND PROCESSES

It is mutually understood and agreed that the contract prices are to include all royalties and costs arising from patents, trademarks and copyrights in any way involved in the work. Whenever the Contractor is required or desires to use any design, device, material, or process covered by letters, patents, or copyright, the Contractor shall indemnify and save harmless the Albany Port District Commission from any and all claims for infringement by reason of the use of any such patented design, device, material, or process to be performed under the contract, and shall indemnify the said Albany Port District Commission for any costs, expenses and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the work.

#### PERMITS, SAFETY AND HEALTH REQUIREMENTS

The Contractor shall obtain and pay for all permits required for the prosecution of the work under the Contract. He shall pay all charges and expenses unless otherwise noted in the Contract Documents and shall furnish all bonds and insurance stipulated in the permits and shall indemnify and save harmless the Owner and the Engineer from all claims for damages and any actions that may arise thereunder. Before the final acceptance of the work, and as a prerequisite to the release of the semi-final payment, the Contractor shall secure a written release from the authorities having jurisdiction over the lands occupied by him, certifying the satisfactory restoration of all pavements and other surfaces and the utility structures removed or safe-guarded for the work.

The Contractor shall observe all Federal, State and Local laws, regulations, and permit conditions.

The Contractor shall comply with Title 29 Code of Federal Regulations Part 1926, Safety and Health Regulations for Construction (OSHA) regarding the safety and protection of persons employed in construction and demolition work.

The Contractor shall be responsible for guarding and protecting potentially hazardous locations in and adjacent to areas lawfully frequented by any person.

The Contractor shall designate someone to be available to respond to emergency calls. The name of the person and the telephone number at which he/she can be reached at any time shall be given to the Engineer and all police agencies in the area. Such a person shall have full authority and capability to mobilize forces promptly as required to respond to an emergency and protect the public.

#### RESTORATION OF DISTURBED AREAS

It is the intent of this specification that all disturbed areas be restored to a pleasing and acceptable condition as specified and as satisfactory to the Owner's Representative.

All of this restoration shall be accomplished prior to acceptance of the contract except that the work of restoring Contractor's work areas (storage, batching, equipment, shop areas, etc.) may be done after the official acceptance of the contract but must be completed prior to the final release of the retained funds.

No payment will be made for any labor, material or equipment necessary for the restoration of disturbed areas which extend beyond the work limits. The cost of such work shall be included in the price bid for the various items of the contract. All work shall be in accordance with the specifications for similar items of work and/or as specified by the Engineer.

#### WATER AND AIR POLLUTION ABATEMENT

The Contractor shall schedule and conduct his operations to minimize silting and muddying of rivers, and lands adjacent to or affected by the work.

Pollutants such as fuels, lubricants, bitumen, raw sewage, and other harmful materials shall not be discharged into or near waterways and impoundments or into natural or manmade channels leading thereto.

All applicable regulations of fish and wildlife agencies and statutes relating to the prevention and abatement of pollution shall be compiled within the performance of the contract.

Any material generated by any activity for the development, modification and construction of any facility shall not be burned on or off the contract site. This shall include but not be limited to demolition material.

The Contractor shall not discharge dust into the atmosphere of such quantity, character of duration that it unreasonably interferes with the comfortable enjoyment of life and property or is harmful to plants or animals.

No payment will be made for any labor, material or equipment needed for soil erosion, water and air pollution abatement as described above.

When it becomes necessary, the Owner's Representative will inform the Contractor of unsatisfactory construction procedures and operations insofar as water and air pollution are concerned. If the unsatisfactory construction procedures and operations are not corrected promptly, the Owner's Representative may suspend the performance of any or all of the other construction until the unsatisfactory condition has been corrected.

#### DRAWINGS AND PRINTED MATTER FURNISHED BY THE CONTRACTOR

The Contractor shall submit for the Owner's Representative approval working drawings and shop drawings and descriptions of all materials and equipment which he is to furnish, such as steel reinforcement, structural details, layout and support of sheeting and bracing, details of supporting and relocating utilities or other adjacent structures, wiring diagrams, test procedures, and any and all things required in and for the work three weeks, at minimum, prior to incorporating materials or equipment in the work.

The Contractor, on approval of the, Owner's Representative may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings. The minimum size for any submission shall be 8-1/2 inches by 11 inches, and maximum size shall be 28 inches by 48 inches. All drawings and printed matter submitted shall clearly indicate the following applicable information: (1) Contract title; (2) Contract number; (3) Contractor; (4) Subcontractor; (5) Supplier; (6) Manufacturer; (7) Identification of the item of work; and (8) Section of Specifications to which they correspond. In addition, catalog cuts shall clearly indicate the source from which the cut was extracted.

Drawings or printed matter shall give all dimensions and sizes and sufficient detail to enable the Owner's Representative to pass on the suitability of the materials or layout for the purpose intended. The working drawing shall, where needed for clarity, include outline and sectional views, and detailed working dimensions and designations of the kind of material.

Drawings for submission shall be coordinated by the Contractor with the drawings previously approved and with the design and function.

Draftsmanship shall generally be in accordance with applicable sections of the ANSI drafting manual or other approved standards.

Shop drawing shall be drawn at 1/4 inch = one foot or larger scale, unless otherwise approved.

For all materials submitted the Contractor shall submit the governing specification, grade, type, strength, etc., as for instance, "ASTM C-90, Grade N, Type 2, Lightweight Aggregate

Material shall not be purchased or fabricated until the Owner's Representative has reviewed the working and shop drawings, which shall represent all materials and work involved in the construction. No materials shall be delivered to the site until working and shop drawings have been returned by the Engineer and marked "Approved" or "Approved as Noted". If the latter designation is used, the Contractor must make all changes noted or indicated.

Any materials installed in spite of the above, without properly annotated working or shop drawings, shall be promptly removed from the work.

If the working or shop drawings are marked "Approved as Noted" or "Not Approved" by the Owner's Representative, they shall be promptly corrected and returned to the Owner's Representative for review.

Work shall not be done upon any part of a structure, the design or construction of which is dependent upon the use of materials or other features for which approval is required, until such approval has been received from the Owner's Representative.

Sufficient copies of manufacturer's and suppliers' data shall be submitted to permit the Owner's Representative to retain five copies.

Each submission of drawings shall consist of one reproducible digital format copy and four black-and-white prints. The Owner's Representative will review the submission and return the marked-up reproducible to the Contractor. For those drawings marked "Approved as Noted", the Contractor shall furnish the Owner's Representative five copies of the drawings incorporating only the requisite notes and changes; no other changes shall be made.

The Contractor shall be responsible for the prompt submission of all materials and drawings.

Working and shop drawings submitted by subcontractors shall be sent directly to the Contractor for preliminary checking, and the Contractor, after his review and approval, shall be responsible for their submission to the Owner's Representative at the proper time so as to prevent delays in delivery of materials and equipment.

The Contractor shall thoroughly check all subcontractor's drawings as regards measurements, sizes of members, materials, and details, to satisfy himself that they conform to the intent of the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor by the Contractor for correction before submitting them to the Owner's Representative.

All drawings submitted must bear the approval stamp of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission. If the drawings show variations from the requirements of the Contract Documents because of standard shop practice or other reasons, the Contractor shall make specific mentions of such variation in his letter of transmittal, in order that, if acceptable, suitable action may be taken for proper adjustment; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contractor Documents even though such shop drawings have been approved.

Owner's Representative's approval of a drawing shall be interpreted to mean that the Owner's Representative has found no specific objections in the submitted material, and in no way relieves the Contractor of his obligation to provide full and complete working and satisfactory systems, structures and units in complete conformity with the Contract Documents.

#### START AND PROGRESS OF WORK

The Contractor shall submit to the Owner's Representative an outline of his proposed methods and manner of executing the work including sequences of operation and a time schedule of performing the same. Such outline may be utilized to facilitate the Albany Port District Commission's inspection and coordination of construction activities only, and shall not be constructed to modify or amend the Agreement, or the date of completion therein. When requested by the Albany Port District Commission, the Contractor shall furnish weekly work schedules indicating number of personnel, kind of equipment and location and nature of the work to be performed.

All work to be performed under the contract shall be completed within the time stated in the Agreement for the project or within such extended time for completion as may be granted by the Albany Port District Commission.

Whenever the Albany Port District Commission shall deem it necessary that any portion or certain portions of the work shall be progressed in any particular manner or that any such portion or portions of the work shall be completed pursuant to a certain sequence of schedule and before the date of completion of the entire contract, the Contractor shall punctually comply with the related instructions, dated and periods of time.

If, during the progress of the work, it should become necessary because of the lateness of the season to stop the work, then the Contractor shall open proper draining ditches, erect temporary structures where necessary, prepare the project so that there will be a minimum interference with Port traffic, set up and maintain a competent organization, as directed by the Owner's Representative, to keep the contract in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

#### EXTENSION OF TIME

Delays which affect the scheduled completion date of the project and are attributable to interference between Contractors and utility owners, special requirements or actions by municipalities, Federal agencies and other public bodies not anticipated in the contract documents, industry-wide shortage of material as differentiated from delays by a specific or small group of suppliers, industry-wide strikes as opposed to those affecting a single or small group of Contractors or suppliers, and unusually severe storms of extended duration or impact shall be compensated solely by the granting of an extension of time by the Albany Port District Commission to complete the work of the contract without engineering charges. Time necessary for reviews by the Owner's Representative of shop drawings, for changes to meet actual conditions, and delays incurred by seasonable and weather limitations should be anticipated and are neither compensatory nor eligible for extensions of time.

Where extra costs can be demonstrated relative to delays caused directly by acts of the Owners' Representative and/or Engineer beyond the contract requirements, such costs as are necessary may be reimbursable subject to the prompt substantiation of such costs by the Contractor via the initiation of procedures specified in paragraph 1.26 Disputed Work. The substantiated necessary costs of such delays which may be considered for reimbursement shall be limited to orders by the Albany Port District Commission to stop work for reasons other than provided in the contract specifications and requirements and for the unavailability of right-of-way parcels for such an extended period beyond that indicated in the contract documents that the Contractor's progress on the contract as a whole is significantly affected.

The Contractor agrees that he has included in his unit price bid for the various items of the contract the additional costs of doing the work under this contract caused by not having a clear site for the work, by interference by other Contractors and necessary utility work and by the other non-compensatory delays described above and being required to open certain sections of the Port to traffic before the entire work is completed.

#### CONTINGENCIES AND EXTRA WORK

Whenever the Albany Port District Commission determines that from any unforeseen cause the terms of any contract should be altered to provide for changes, contingencies or extra work, he may issue an Order-on-Contract therefore to the Contractor who shall forthwith proceed with the performance of the work and the furnishing of the materials and equipment with the pertinent specifications. No such extra work shall be commenced or undertaken until the Albany Port District Commission has issued an order on contract.

No instruction, either written or verbal, shall be construed as an order to change unless it be in the form of an Order-on-Contract bearing the signed approval of the Albany Port District Commission, or its Owners Representative.



**DISPUTED WORK**

If the Contractor is of the opinion that any work ordered by the Owner's Representative and/or Engineer of the Albany Port District Commission to be done as contract work is extra work and not contract work, or that any order of the Owner's Representative and/or Engineer of the Albany Port District Commission violated the provisions of the contract, he shall promptly notify the Owners Representative of his contentions thereto and then progress the work subsequently required and ordered. In the meantime, the Contractor, if he considered the issue unresolved, shall promptly notify the Albany Port District Commission in writing of his position relative to the dispute. The Albany Port District Commission shall make a finding thereon and notify the Contractor of same in writing.

During the progress of such disputed work the Contractor and Owner's Representative shall keep daily records and make reports of all labor, material and equipment used in connection with such work and the cost thereof.

If the Albany Port District Commission determines that work in question is contract work and not extra work, or that the order complained of is proper, he shall direct the Contractor to continue the disputed work and the Contractor must promptly comply.

If the Albany Port District Commission determines that such work is extra work, not contract work, or that the order complained of is not proper, then the Albany Port District Commission shall have prepared, if necessary, an Order-on-Contract covering such work as soon after the determination is made as is practical. Adjustments of contract items or the addition of new items to the contract necessitated by such determination may be made up until the time the final agreement is submitted for payment provided that all the requirements of this subsection are complied with.

In the event the Contractor fails to furnish force account reports, such failure shall constitute a waiver of any claim for payment for disputed work other than for payment at contract unit prices for the work performed.

**MEASUREMENT AND PAYMENT**

Estimates and Payment. In computing amounts in estimates or work done the unit prices will be used. All estimates, including the final, will be made for actual quantities of work performed and materials placed in accordance with the requirements contained in the specifications and contract plans as determined by the measurements of the Engineer, and the resulting quantities involved in any contract shall be accepted as final, conclusive and binding upon the contractor.

Final Additions or Deductions. Upon the completion of the required work as shown in the plans and specifications, should the final estimate of quantities show either an increase or decrease from the approximate estimate of quantities, then such variations will be computed at the unit prices bid and a final agreement will be made respectively adding or deducting this amount from the gross sum bid.

**DAILY WORK REPORTS AND DELIVERY SLIPS**

Daily work reports shall be prepared by the Contractor and shall be submitted to the Owner's Representative on or before noon of the day following the day's work reported, properly prepared and signed.

The Contractor shall furnish the Owner's Representative with copies of delivery slips covering all materials delivered to the site of the work which are to be included in any monthly estimate. All materials delivered to the site of the work, whether from a supplier's warehouse or from the Contractor's stock, shall be covered by such delivery slips. Delivery slips shall be submitted daily with the daily work report sheets.

Deviation from the above procedure by the Contractor as to daily work reports and delivery slips will result in disapproval of items of work. Such disapproved items shall not be included in any monthly estimate until properly reported on daily work reports and/or on approved delivery slips.



**MWBE/SDVOB PARTICIPATION GOALS**

**This Contract Goal: MBE: 15%      WBE: 15 %      SDVOB: 6%**

Please see Appendix C for reporting and submittal instructions.

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.

\*The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>

**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.

\*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.**

**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 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 or any portion thereof 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, or for convenience, on thirty (30) days' notice in writing.

The APDC may, by written notice, terminate the contract after determining that for reasons beyond either Albany Port District Commission or Contractor control, it is not feasible to proceed with or complete the work originally contracted for, and that termination would therefore be in the public interest.

### 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)

## 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, and Roddy Yagan, Senior Construction Project Manager) 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.**

**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)
- EXHIBIT L: OWNER FURNISHED MATERIALS AND EQUIPMENT

Appendix A: NYS Clauses for Government Contracts

Appendix B: Contract Drawings, Engineer's Report and Specifications and Other Information

Appendix C: MWBE Goal Procedures and Reporting Requirements

**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. Base Bid Amount**

_____ \$ _____	
(In words)	(In figures)

**b. 10% Construction Contingency (10% of Base Bid).**

_____ \$ _____	
(In words)	(In figures)

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

_____ \$ _____	
(In words)	(In figures)

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

***Construction Contingency. The Construction Contingency shall originally consist of 10% of the Base Bid amount. The Construction Contingency shall be for use by the contractor, as approved by the APDC, to pay for miscellaneous work items that are required to complete the project that are not part of the current scope as defined by the contract documents. If, on completion of the Project, funds remain in the Construction Contingency, such funds shall remain unspent and shall be allocated to the APDC.***

**PROPOSAL BID FORM (Page 2)****4. UNIT PRICES:**

- a. BIDDER offers for the APDC's consideration and use, the following UNIT PRICES. The UNIT PRICES offered by BIDDER indicate the amount to be added to or deducted from the CONTRACT SUM for each item-unit combination. UNIT PRICES include all costs to the APDC, including those for materials, labor, equipment, tools of trades and labor, fees, taxes, insurance, bonding, overhead, profit, etc.
- b. The APDC reserves the right to include or not to include any of the following UNIT PRICES in the Contract and to negotiate the UNIT PRICES with BIDDER prior to including in the Contract. The UNIT PRICES may be utilized by the APDC for reimbursement of work not currently identified on the plans and therefore not included in the CONTRACT SUM. Contract work identified on the plans for these items/scopes shall be included in the CONTRACT SUM.

c.

<b><u>No.</u></b>	<b><u>ITEM</u></b>	<b><u>UNIT OF MEASURE</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
1.	Unclassified Excavation (NYDOT Item 203.02)	C.Y.	\$	\$
2.	Structure Excavation (NYDOT Item 206.01)	C.Y.	\$	\$
3.	Select Structural Fill (NYDOT Type 2 Crushed Stone)	C.Y.	\$	\$
4.	Cast in Place Concrete – Foundations	C.Y.	\$	\$
5.	Electrical Conduit – Section C, Plan Sheet MD-01	L.F.	\$	\$
6.	Electrical Conduit – Section D, Plan Sheet MD-01	L.F.	\$	\$
7.	Electrical Conduit – Section F, Plan Sheet MD-01	L.F.	\$	\$
8.	Electrical Conduit – Section E, Plan Sheet MD-01	L.F.	\$	\$

**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.

☐ 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.

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:\_\_\_\_\_

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

[illegible]

## RFP# 2025-06 Construction of High Voltage Substation

### 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?	Yes	No
<b>If yes, _____ Minority Owned _____ Women Owned</b>  <b>If yes, have you been certified or registered?</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?	Yes	No
<b>If yes, have you been certified or registered?</b>		
<b>If yes, List certificate or registration authority: _____</b>	Yes	No

<b>BIDDERS SIGNATURE</b> _____	
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**

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

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

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

\_\_\_\_\_

**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.

Name of Bidder: \_\_\_\_\_

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

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

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

\_\_\_\_\_

## RFP# 2025-06 Construction of High Voltage Substation

### 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:

incomplete

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 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)

## RFP# 2025-06 Construction of High Voltage Substation

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.



## RFP# 2025-06 Construction of High Voltage Substation

### 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.

**RFP# 2025-06 Construction of High Voltage Substation**

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)

**EXHIBIT L:****OWNER FURNISHED MATERIALS AND EQUIPMENT**

Contractor shall be responsible for (a) taking delivery of all Owner-Furnished Materials and Equipment at the Warehouse located at 106 Smith Blvd. Albany, NY 12202, (b) conducting a reasonable visual inspection of the same to detect any apparent damage or deterioration, (c) delivering and offloading of Owner- Furnished Materials and Equipment to the Site, (d) assuming care, custody and control and risk of loss of the same from the time of delivery pursuant to clause (a) above until Substantial Completion, (e) protecting the same under Contractor's builder's risk or installation or in transit property insurance from the time of delivery pursuant to clause (a) above until Substantial Completion, and (f) installing and otherwise incorporating the same into the Work in accordance with the technical requirements of this Agreement. Contractor shall have access to the Warehouse to remove Owner-Furnished Materials subject to normal business hours and reasonable business restrictions of the Warehouse. Receipt, loading, and activities in terminal may require coordination with or use of ILA labor.

The timeline for the delivery and storage of Owner-Furnished Materials and Equipment is provided in Table 1 below. The contractor shall incorporate this data to develop a Critical Path Method (CPM) schedule forecasting Substantial Completion of all contract work within 140 working days of Notice to Proceed. The CPM schedule must be developed using current best practices, with either Mirosoft Project or Primavera Project Planner software.

ITEM	DELIVERY
GOAB Switches	25-Aug
Station Service Transformer (Maddox)	25-Oct
Control House	25-Nov
Relay Panel	25-Nov
Pad Mounted Switchgear	25-Dec
Battery System	25-Dec
Line Traps	In storage
Main Transformer (Virgina - 2 ea.)	In storage
Circuit Breakers	In storage
Substation Steel	In storage

**Table 1 - Owner-Furnished Materials and Equipment Delivery Dates**

**EXHIBIT M:**

Technical Documents Table of Contents

Technical Drawings:

- COVR COVER SHEET
- GN-01 GENERAL NOTES
- SP-00 OVERALL SITE PLAN
- SP-01 SITE PLAN
- GR-01 GRADING, DRAINAGE & ESC PLAN
- UT-01 UTILITY PLAN
- MD-01 MISCELLANEOUS DETAILS
- MD-02 MISCELLANEOUS DETAILS
- MD-03 MISCELLANEOUS DETAILS
- E-000S ELECTRICAL LEGEND AND ABBREVIATIONS
- E-001S PLOT PLAN
- E-002S HIGH/MEDIUM VOLTAGE GROUNDING PLANS
- E-003S GROUNDING DETAILS
- E-004S CONDUIT PLAN-NEW WORK
- E-100S ELECTRICAL SECTIONS
- E-101S LEVEL 1 - POWER PLAN - NEW WORK
- E-102S LEVEL 2 - POWER PLAN - NEW WORK
- E-103S LEVEL 3 - POWER PLAN - NEW WORK
- E-104S LEVEL 4 - POWER PLAN - NEW WORK
- E-201S LEVEL 1 - LIGHTING PLAN - NEW WORK
- E-300S ELECTRICAL 3D VIEWS
- E-301S ELECTRICAL 3D VIEWS
- E-501S HIGH/MEDIUM VOLTAGE ELECTRICAL DETAILS
- E-601S ELECTRICAL SINGLE LINE DIAGRAM
- E-602S AC ELEMENTARY THREE LINE
- E-603S AC ELEMENTARY THREE LINE CONTINUED
- E-604S DC ELEMENTARY CIRCUIT BREAKER CB-C TRIP AND CLOSE
- E-605S DC ELEMENTARY CIRCUIT BREAKER CB-A TRIP AND CLOSE
- E-701S SITE ELECTRICAL SCHEDULES
- G-100S STRUCTURAL STANDARD NOTES
- G-101S STRUCTURAL STANDARD DETAILS
- S-101S SUBSTATION PLANS
- S-102S SUBSTATION OVERALL PLAN

- S-103S OIL CONTAINMENT PLAN, SECTIONS AND DETAILS

Structural Steel Shop Drawing Reference Drawings

- 1 CT/PT SUPPORT STRUCTURE STEEL DETAILS
- 2 TAKEOFF STRUCTURE STEEL DETAILS
- 2A TAKEOFF STRUCTURE STEEL DETAILS
- 2B TAKEOFF STRUCTURE STEEL DETAILS
- 2C TAKEOFF STRUCTURE STEEL DETAILS
- 2D TAKEOFF STRUCTURE STEEL DETAILS
- 2E TAKEOFF STRUCTURE STEEL DETAILS
- 2F TAKEOFF STRUCTURE STEEL DETAILS
- 2G TAKEOFF STRUCTURE STEEL DETAILS
- 2H TAKEOFF STRUCTURE STEEL DETAILS
- 2J TAKEOFF STRUCTURE STEEL DETAILS
- E1 CT/PT SUPPORT STRUCTURE ERECTION DETAILS
- E2 TAKEOFF STRUCTURE STEEL DETAILS
- E2A TAKEOFF STRUCTURE STEEL DETAILS

Technical Specifications:

- 033000 CAST IN PLACE CONCRETE
- 255600 INTEGRATED AUTOMATION CONTROL OF ELEC SYSTEMS
- 260514 MEDIUM VOLTAGE CABLE
- 261213 POWER TRANSFORMERS LIQUID FILLED
- 261215 PADMOUNT DISTRIBUTION TRANSFORMERS
- 261217 MEDIUM VOLTAGE SUBSTATION TRANSFORMER
- 261315 PAD MOUNTED SWITCHGEAR
- 261316 HIGH VOLTAGE CIRCUIT BREAKERS
- 261317 HIGH VOLTAGE GANG OPERATED SWITCHES
- 263313 BATTERIES
- 263343 BATTERY CHARGERS
- 264100 LIGHTNING PROTECTION SYSTEM

**EXHIBIT N:**

Link to Supplemental Information

<https://labella-pc.sharefile.com/home/shared/foa45374-2422-4e08-bbd8-6bd7a9b44cb0>

- Owner Supplied Equipment Shop Drawings
- Community Air Monitoring Program
- Soil Management Plan
- Storm Water Pollution Prevention Plan
- Project Permits

## **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](mailto: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.



## **APPENDIX C**

### **NYS MWBE REPORTING REQUIREMENTS**

#### **MWBE/SDVOB PARTICIPATION GOALS AND REPORTING**

**This Contract Goal: MBE: 15%      WBE: 15%      SDVOB: 6%**

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.

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.

**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. The APDC has established an overall 6% SDVOB goal.

#### **REQUIRED MWBE REPORTING FORMS:**

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 NYS MWBE certified 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

**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.

**Request for 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.



**5 NYCRR §142.8 - Contractor's good faith efforts** (a) The contractor must document its good faith efforts toward meeting certified minority- and women-owned business enterprise utilization plans by providing, at a minimum: (1) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the New York State Directory of certified businesses, and any responses thereto; (2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected; (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements; (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals; (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women





**Division of Minority  
and Women's  
Business Development**

## **Your MWBE Utilization and Reporting Responsibilities Under Article 15-A**

The New York State Contract System ("NYSCS") is your one stop tool compliance with New York State's MWBE Program. It is also the platform New York State uses to monitor state contracts and MWBE participation.


### **GETTING STARTED**

To access the system, you will need to login or create a user name and password at <https://ny.newnycontracts.com>. If you are uncertain whether you already have an account set up or still need to register, please send an email to the customer service contact listed on the Contact Us & Support page, or reach out to your contract's project manager. For verification, in the email, include your business name and contact information.

### **VENDOR RESPONSIBILITIES**

As a vendor conducting business with New York State, you have a responsibility to utilize minority- and/or women-owned businesses in the execution of your contracts, per the MWBE percentage goals stated in your solicitation, incentive proposal or contract documents. NYSCS is the tool that New York State uses to monitor MWBE participation in state contracting. Through the NYSCS you will submit utilization plans, request subcontractors, record payments to subcontractors, and communicate with your project manager throughout the life of your awarded contracts.

There are several reference materials available to assist you in this process, but to access them, you need to first be registered within the NYSCS. Once you log onto the website, click on the **Help & Support >>** link on the lower left hand corner of the Menu Bar to find recorded trainings and manuals on

all features of the NYSCS. You may also click on the  icon at the top right of your screen to find videos tailored to primes and subcontractors. There are also opportunities available to join live trainings, read up on the "Knowledge Base" through the Forum link, and submit feedback to help improve future enhancements to the system. Technical assistance is always available through the **Contact Us & Support** link on the NYSCS website (<https://ny.newnycontracts.com>).

For more information, contact your project manager.

**EQUAL EMPLOYMENT OPPORTUNITY  
STAFFING PLAN**  
Submit with Bid or Proposal – Instructions on page 2

<b>Solicitation No.:</b>		<b>Report Includes:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
<b>Offeror's Name:</b>	<b>Reporting Entity:</b> <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor <b>Subcontractor's name</b> _____	
<b>Offeror's Address:</b>		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		Native American (M) (F)		Disabled (M) (F)		Veteran (M) (F)	
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b> <b>EMAIL ADDRESS:</b>	<b>DATE:</b>
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		Submit completed plan with bid or proposal EEO 100 (Rev 6-08)

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

**Instructions for completing:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the Designated Contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER**



106 Smith Blvd.  
Albany, NY 12202

## CONTRACTOR'S MWBE UTILIZATION PLAN

☐ Revised Plan

Contract No.: \_\_\_\_\_

REMINDER: Utilize the New York State Contract System located at <https://ny.newmycontracts.com/Default.asp?TN=ny&XID=8353> to report MWBE payments on a monthly basis. Making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization

Contractor's Name, Address and Federal ID No.:	Contract Description/Location:			Date Proposal Approved:	Date Printed:	Bid Date:	MWBE GOALS	
							MBE%	WBE%
Federal ID No.:	Work/Job Order:			OGS Project Number:	Work Order Value:	Contract Amount:		
Certified MBE/WBE Name, Address and Phone No.	MBE	WBE	Tiered Sub	Description of Subcontracting/Supplies	Anticipated performance/purchase date(s)	Dollar Value of Subcontract/Supplies	FOR OGS USE ONLY	SEE BDC 328.1
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>
Federal ID No.:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/>

Pursuant to Executive Law Article 15-A, my firm will engage in a good faith effort to achieve the MWBE goals on this contract.  
Contractor's Signature: \_\_\_\_\_

Contractor's Comments:

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

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

E-Mail Address: \_\_\_\_\_

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

### FOR OGS USE ONLY

☐ Accepted

☐ Accepted as Noted

☐ Notice of Deficiency Issued

MBE %

MBE \$

WBE %

WBE \$ \_\_\_\_\_

OGS Authorized Signature: \_\_\_\_\_

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

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



106 Smith Blvd.  
518-463-8763

**CONTRACTOR'S MONTHLY PAYMENT REPORT** (DUE ON THE 10<sup>TH</sup> DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE MWBE GOALS ON THE CONTRACT)

Contract No.: \_\_\_\_\_

Contractor/Vendor Name, Address and Phone No.:		Contractor/Vendor Federal ID No.:		MWBE Goals		Reporting Period	
		Description of Project:		MBE%	WBE%	Month	Year
Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	Designation		Payment This Month	Contract Amount		
Federal ID No.:		<input type="checkbox"/> MBE <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Tiered Sub <input type="checkbox"/> Reseller <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> MBE <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Tiered Sub <input type="checkbox"/> Reseller <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> MBE <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Tiered Sub <input type="checkbox"/> Reseller <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> MBE <input type="checkbox"/> Sub <input type="checkbox"/> Broker <input type="checkbox"/> Joint Venture <input type="checkbox"/> Written Contract	<input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Tiered Sub <input type="checkbox"/> Reseller <input type="checkbox"/> No Written Contract	<input type="checkbox"/> No Payment This Month			
Signature of Firm's Compliance Officer _____		Print Name _____		Date _____		For APDC Use Only	
Submission of this form constitutes the contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the contract.						Reviewed By: _____	Date: _____

**OFFICE OF MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM OPERATIONS**

**REQUEST FOR WAIVER FORM**

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>		
Offeror/Contractor Name:		Federal Identification No.:
Address:		Solicitation/Contract No.:
City, State, Zip Code:		M/WBE Goals: MBE    %    WBE    %
By submitting this form and the required information, the offeror/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.		
Contractor is requesting a:		
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial		
2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial		
3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.)    Date of such filing with Empire State Development: _____		
PREPARED BY (Signature):		Date:
SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 16-A AND 6 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.		
Name and Title of Preparer (Printed or Typed):		Telephone Number:      Email Address:
Submit with the bid or proposal or if submitting after award, for an OGS contract, submit to:		***** FOR OGS USE ONLY *****
Albany Port District Commission 106 Smith Boulevard Albany, New York 12202		REVIEWED BY:      DATE:
M/WBE 101 (Revised 6-08)		Waiver Granted: <input type="checkbox"/> YES    MBE: <input type="checkbox"/> WBE: <input type="checkbox"/>
		<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

### **Note:**

**Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by OGS, to determine M/WBE compliance.**