



RFP # 2025-12

CONSTRUCTION OF A Packaged Wastewater Treatment Plant and Fire Pump House

ISSUE DATE: October 20, 2025

NOTICE TO BIDDERS:

The APDC is requesting sealed proposals from qualified vendors for the construction of both a Packaged Wastewater Treatment Plant and Fire Pump House (2-part bid) at the Port of Albany's Beacon Island Expansion site located at 340 River Rd, Glenmont, NY 12077. Qualified vendors are encouraged to bid on each project separately, or both as a combined proposal. Further information is contained in the Request for Proposal (2025-12) and may be obtained from the APDC by calling 518-463-8763.

Responses are due by **12:00 PM noon on Wednesday December 3, 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

PURPOSE AND OBJECTIVES

Purpose: The APDC is seeking to engage the services of a responsible and responsive General Contractor(s) for the project which involves the following separate contract parts, with scopes as outlined on page 3 of 31 of this RFP, and as further detailed in the contract documents:

- A. The Construction of a Packaged Wastewater Treatment Plant**
- B. The Construction of a Fire Pump House with a potential alternate for an Inlet Structure located in the Hudson River.**

The APDC reserves the right to award both parts A and B combined or each part A or B separately. Additionally, the APDC may choose, at their sole discretion, to include the Hudson River Inlet Structure alternate in the part B base bid contract. The APDC reserves the right to reject any and all bids based upon the best interest of the APDC and in such instance, may or may not rebid work.

Objective: The APDC's primary objective is to install the packaged wastewater treatment plant and fire pump house to advance the readiness at the Port of Albany-Rensselaer Beacon Island fully permitted and graded 85 acre site.

SCHEDULE OF EVENTS	DATES
SOLICITATION OPEN RFP POSTED ON THE PORT'S WEBSITE, BIDNET, TIMES UNION AND THE NYS CONTRACT REPORTER	October 20, 2025
WRITTEN INQUIRIES Must be emailed to jlansing@portofalbany.us	WRITTEN INQUIRY DEADLINE: November 10, 2025
RESPONSE TO WRITTEN INQUIRIES Responses to all questions will be sent in the form of an addendum to all parties and posted to the APDC website,	RESPONSE To INQUIRIES Will Be Sent By: 4PM November 17, 2025
RFP DUE DATE Proposals will be opened and evaluated for accuracy and eligibility. Awards are expected to be announced within (30) thirty days.	PROPOSALS DUE: DECEMBER 3, 2025 No later than 12 noon on
Mandatory Pre-Bid Meeting and Walk-Through 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 jlansing@portofalbany.us (518-463-8763) not later than two days prior to the meeting. Failure to attend this meeting will result in a bid being rejected.	1pm on November 4, 2025 At project site.

SITE LOCATION: 340 River Road Glenmont, NY 12077

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 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.

SCOPE OF WORK:

This request for proposals is for two separate project scopes with a potential added alternate as further described below, and as indicated in the RFP. Qualified vendors are encouraged to bid on each project scope separately, or both as a combined proposal. Please indicate in your proposal which project scope(s) you will be bidding on and provide costs for all associated items as detailed in the bid form.

A. The Construction of a Packaged Wastewater Treatment Plant- to furnish, construct, and commission a sanitary wastewater treatment package plant unit, influent and effluent piping/systems, and outfall to the Hudson River embankment. Work includes civil work, mechanical systems, utility piping/systems, energization, and start up and testing of the system.

B. The Construction of a Fire Pump House- furnish, construct, and commission a fire protection pump station. Work includes civil work, mechanical systems, utility piping/connections, energization, and startup and testing of the system.

(B1) Bid Alternate #1, Hudson River Inlet Structure. This scope of work is a potential added alternative to the contract. It includes the construction of the inlet structure (piping, airburst system components, debris screens) from the point indicated on the contract plans to the location of the inlet structure in the Hudson River and includes all associated marine work.

****** The APDC reserves the right to award both parts A and B combined or each part A or B separately. Additionally, the APDC may choose, at their sole discretion, to include the Hudson River Inlet Structure alternate in the part B base bid contract.

Please refer to the Contract Drawings, General Conditions, Technical Specifications and other information attached in APPENDIX B

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

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To access the PDF file, click on

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1597940> 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 December 3, 2025. Bid packet must be clearly labeled **RFP 2025-12** 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 completed and signed 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 completed goal forms. (See APPENDIX C)
10. Provide the minimum of three references. Including references for work similar to the work being proposed in this solicitation.
11. Complete, sign and notarize all requested forms within this RFP.
12. 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 performance bond will be required at the time of contract execution.
18. Retainage will be applied to progress payments.
19. 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.

MWBE/SDVOB PARTICIPATION GOALS

This Contract Goal: MWBE: 30% 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.

NOTIFICATION OF AWARD

The successful bidder will be advised by the APDC through a "Letter of Intent to Award." Such award will be contingent on the prospective awardee executing a written contract with the APDC providing the terms and conditions of these services.

BIDDER DEBRIEFING

Unsuccessful bidders will be notified after a contract award is made.

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 judgments or other legal findings nor have any pending judgments 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. **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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, of 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; (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; (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 violations of Section 220-e or Section 2399 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
14. 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/CALCULATION FORM (4 Pages)

- EXHIBIT A: BIDDER'S QUESTIONNAIRE
- EXHIBIT B: CORPORATE PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGEMENT
- EXHIBIT C: APDC PERMISSIBLE CONTACTS
- EXHIBIT D: OFFERER CERTIFICATION
- EXHIBIT E: NON-COLLUSIVE BIDDING CERTIFICATION
- EXHIBIT F: DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATION
- EXHIBIT G: IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE
- EXHIBIT H: CERTIFICATION REGARDING SEXUAL HARRASSMENT
- EXHIBIT I: ENCOURAGING USE OF NYS BUSINESSES IN CONTRACT PERFORMANCE
- EXHIBIT J: EO177 CERTIFICATION
- EXHIBIT K: WORKERS COMPENSATION INSURANCE CERTIFICATION (3 PAGES)

Appendix A: NYS Clauses for Government Contracts

Appendix B: Contract Drawings, General Conditions, Technical Specifications and Other Information

Appendix C: MWBE Goal Procedures and Reporting Requirements

BID PROPOSAL /CALCULATION FORM (Page 1)

NAME OF VENDOR: _____ **PROJECT NUMBER** _____

1. The Vendor hereby declares that it has carefully examined all Bidding and Contract Documents therein, including any Addendum(s), and 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 use the attached bid form to define your price of the work. Note descriptions below outlining specific aspects of your proposal.
 - Construction Contingency. The Construction Contingency shall originally consist of 10% of the Base Bids and Alternate 1 amount. The Construction Contingency shall be of use by the Vendor, as approved by the APDC, to pay for miscellaneous work items that are required to complete the projects 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.
 - Fire Pump House - Alternate 1 (Hudson River Inlet Structure). The scope for the Fire Pump House – Alternate 1 (Hudson River Inlet Structure) generally consists of all work, including marine access and construction, associated with the installation of the inlet piping, airburst system, and inlet piping screens, from the point as denoted on the project plans to the inlet structure located in the Hudson River. Reference contract drawings SP-01 “Detailed Site Plan & Profile”, GR-01 “Grading and Drainage”, UT-01 “Utility Plan”, MD-01 “Miscellaneous Details”, and F-100P “Fire Pump Building Plans” for further details.
 - Combined Savings. The Combined Savings amount represents the bid price reduction for the APDC, in awarding a combination of the Packaged Wastewater Treatment Plant and Fire Pump House projects to a single Vendor. The APDC may elect to award individual bid packages, or a bundled package as described above, and will apply the savings toward project contingencies, enhancements, or other uses. The Vendor acknowledges that the APDC may use these savings as part of its evaluation criteria and that award decisions may be influenced by the total value offered through combined bidding. Note that Alternate 1 for the Fire Pump House will not be considered for award as a separate, standalone, package.

BID PROPOSAL /CALCULATION FORM (Page 2)

CONTRACT A: PACKAGED WASTEWATER TREATMENT PLANT	
a. Base Bid Amount – Packaged Wastewater Treatment Plant	
(In Figures)	\$
(In words)	
b. 10% Construction Contingency (10% of the Base Bid for the Packaged Wastewater Treatment Plant).	
(In Figures)	\$
(In words)	
c. Total proposed amount for the Packaged Wastewater Treatment Plant (e.g., no additional expenses will be permitted).	
(In Figures)	\$
(In words)	
d. EXPECTED PROJECT COMPLETION DATE (Packaged Wastewater Treatment Plant):	
CONTRACT B: FIRE PUMP HOUSE	
e. Base Bid Amount – Fire Pump House	
(In Figures)	\$
(In words)	
f. 10% Construction Contingency (10% of the Base Bid for the Fire Pump House).	
(In Figures)	\$
(In words)	
g. Total proposed amount for the base bid - Fire Pump House (e.g., no additional expenses will be permitted).	
(In Figures)	\$
(In words)	
h. EXPECTED PROJECT COMPLETION DATE (Fire Pump House):	
i. Alternate 1 Amount – Fire Pump House Hudson River Inlet Structure	
(In Figures)	\$
(In words)	
j. 10% Construction Contingency (10% of the Alternate 1 Amount).	
(In Figures)	\$
(In words)	

BID PROPOSAL /CALCULATION FORM (Page 3)

k. Total proposed amount for Alternate 1 (e.g., no additional expenses will be permitted).	
(In Figures)	\$
(In words)	
l. EXPECTED PROJECT COMPLETION DATE (Alternate 1 -Hudson River Inlet Structure):	
COMBINED SAVINGS	
m. Combined Savings – Reduction in price if awarded both the Base Bid for Packaged Wastewater Treatment Plant and the Base Bid for the Fire Pump House.	
(In Figures)	\$
(In words)	
n. Combined Savings – Reduction in price if awarded both the Base Bid for the Packaged Wastewater Treatment Plan and the Base Bid and Alternate 1 for the Fire Pump House	
(In Figures)	\$
(In words)	

4. UNIT PRICES

- a. The Vendor offers for the APDC's consideration and use, the following UNIT PRICES. The UNIT PRICES offered by the Vendor indicate the amount 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 trade 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 the Vendor prior to including them 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.

ITEM	UNIT	ADD	DEDUCT
Unclassified Excavation (NYDOT Item 203.02)	C.Y.	\$	\$
Structure Excavation (NYDOT Item 206.01)	C.Y.	\$	\$
Select Structural Fill (NYDOT Type 2 Crushed Stone)	C.Y.	\$	\$

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

BIDDERS SIGNATURE _____

Print Name _____

Title _____

Date _____

Address _____

Federal ID # _____

Telephone # _____

EXHIBIT B:

CORPORATE, PARTNERSHIP OR INDIVIDUAL ACKNOWLEDGMENT STATE OF

)

) SS;

COUNTY OF

)

On the _____ day of _____ in the year 20 ____, before me personally appeared:

_____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that ___he resides at _____, City/Town of _____, County of _____, State of _____; and further that:

(Check One)

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

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

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

Notary Public

EXHIBIT C:

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

By: _____

Date: _____

Name: _____

Title: _____

Offeror/Bidder Name: _____

Offeror/Bidder Address: _____

EXHIBIT D

Offeror Certification:

I certify that all information provided to the APDC with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

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 knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly, or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Name of Bidder: _____

Signature: _____ Date: _____

Title: _____

Address: _____

EXHIBIT F:

Project Number: _____

Date: _____

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: _____

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

If yes, please answer the next questions:

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

Or Was the basis for the finding of non-responsibility due to the intentional provision of false information to a Governmental Entity? ☐ No ☐ Yes

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

Governmental Entity: _____ Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? ☐ No ☐ Yes

6. If yes, please provide details below.

Governmental Entity: _____ Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By Signature: _____

Date: _____

EXHIBIT G:

Project Number: _____

Date: _____

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: _____

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

CERTIFICATION:

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

STATE OF)
)ss.:
COUNTY OF)

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

Signature of Person Executing Certification: _____

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

Notary Public

Submit form with original signatures

EXHIBIT H:

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

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

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

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

Printed Name of Person Executing Certification

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

Printed Title of Person Executing Certification

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

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

signature

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

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

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

Notary Public

Submit form with original signatures

EXHIBIT I:

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

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

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

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

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

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

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

Project Number: _____

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

(Attach additional identifying information with the bid as required)

By: _____ Date: _____

Signature

Print Name and Title: _____

Vendor Name: _____

Vendor Address: _____

EXHIBIT J:

Albany Port District Commission

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

EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

Vendor Name: _____

By: _____ Date: _____

Signature

Print Name and Title: _____

EXHIBIT K:

State of New York

WORKERS' COMPENSATION BOARD

THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION. ROBERT R. SNASHAIL
CHAIRMAN

Dear Sir/Madam:

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

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

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

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

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

Employers who are not required by Law to provide workers' compensation and/or disability benefits coverage must submit Form C-

105.21 (Statement That Applicant Does Not Require W.C. or D.B. Coverage), which when completed by the Workers' Compensation Board is proof that the applicant is not required to carry either type of insurance.

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

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

The undersigned Employer desires to obtain a Certificate of Workers' Compensation Insurance from the
Insurance Carrier: _____
as satisfactory proof required under the provisions of Section 57 of the Workers' Compensation Law, to
be filed with Name: _____
(Name of Bureau, Department, Corporation, Firm or Individual)

Address: _____

Locations of operations: _____

Date operations to begin: _____

Telephone No.: _____

Signature: _____

(Name & Title)

(Name of Employer)

(Date)

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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

is insured with _____
(Name of insurance provider)

under Policy No. _____ COV
ering 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