



RFP# 2026-14

Construction of Marine Facilities

Albany Port District Commission

106 Smith Boulevard Albany, New York 12202

www.portofalbany.us

ALBANY PORT DISTRICT COMMISSION

106 Smith Boulevard, New York 12202

www.portofalbany.us

Intention to Bid | No Bid Form

Instructions. Please complete and return the form below indicating whether your firm is interested in submitting a bid and if not, the reason why. The information provided will be used by the APDC to improve the Port's solicitation process.

Please return this form via email to Jlansing@portofalbany.us no later than **November 12, 2026**.

Vendor Information	
Vendor Name	
Address	
Contact Name/Title	
Phone	

We have acknowledged receipt of the **RFP#: 2026-14 Construction of Marine Facilities** and have noted our intention to:

WE PLAN TO SUBMIT A BID.

- ☐ Yes, the firm referenced above will be submitting a bid.
- ☐ Maybe, our firm needs to research and obtain more information.

NO BID. Indicate any of the following. We:

- ☐ Do NOT desire to be retained on the vendor list.
- ☐ Desire to be retained on the vendor list, but decline to bid based on the following:
- ☐ Cannot comply with specifications/scope of work.
- ☐ Cannot meet delivery requirements contained in the Scope of Services.
- ☐ Do not regularly provide this type of product/service.
- ☐ Other

Please Explain:

INDICATE HOW YOU FOUND OUT ABOUT THE BID. Please indicate any of the following.

- ☐ Checked the agency website.
- ☐ Received notice by email.
- ☐ Newspaper Ad, please list paper: _____
- ☐ Trade Publication, please list: _____
- ☐ Other, please explain: _____

Richard Hendrick, Chief Executive Officer

NOTICE TO BIDDERS:**RFP#2026-14: Construction of Marine Facilities**

The Albany Port District Commission is requesting sealed bids from qualified bidders for the Construction of a Wharf at the Port of Albany's expansion site located at 340 River Road 12077 in the Town of Bethlehem.

Bids must be received at the Port of Albany Administration Building

located at 106 Smith Blvd. Albany, 12202

no later than 12:00 PM noon on December 7, 2026

at which time they will be opened and publicly read.

Full documents can be found on the Port of Albany website www.portofalbany.us

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, Procurement Compliance Manager, via email jlansing@portofalbany.us

SCHEDULE OF EVENTS	
EVENT	DATE
SOLICITATION OPEN	October 26, 2026
MANDATORY Pre-Bid Meeting and Walk-Through Must Pre-Register by emailing jlansing@portofalbany.us or 518-463-8763 Bids will not be accepted by companies that do not attend.	November 9, 2026 11AM 340 River Road Glenmont, NY 12077
WRITTEN INQUIRIES Must be emailed to jlansing@portofalbany.us	WRITTEN INQUIRY DEADLINE: November 16, 2026 No later than 5 p.m.
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.	APDC RESPONSES PROVIDED by November 20 th , 2026 No later than 5pm.
RFP DUE DATE BIDS WILL BE PUBLICLY OPEN AND READ.	BIDS DUE: DECEMBER 7TH 2026 NO LATER THAN 12 NOON

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.

BACKGROUND/INTRODUCTION

Enabled by New York State legislation in 1925, The Albany Port District Commission (APDC) is the entity charged with managing the Port of Albany-Rensselaer operations. The APDC is a local public authority governed by a five-member Board of Commissioners appointed through recommendations from the Mayors of Albany and Rensselaer and approved by the Governor of New York State. The Port of Albany-Rensselaer, located 124 nautical miles north of the Battery in New York Harbor, is Upstate New York's largest public port and logistics hub. With an on-site U.S. Customs and Border Protection office, a fully staffed Security and Threat Assessment team, and four transport modes – ocean vessels, barges, freight railroads, interstate highways – the Port serves as a major Port of Entry. The Port is open and active year-round and includes deep-water shipping access and approximately 430 acres of land on both sides of the Hudson River in four municipalities.

The existing maritime district has been in operation for over 90 years, with extensive experience handling power generating, onshore wind, heavy lift project cargo, bulk and break-bulk cargo. An economic impact study of the Port of Albany-Rensselaer measured the Port's overall economic impact on New York State at more than \$813 million. The existing Port facility has recently completed nearly \$100 million in maritime upgrades and investment, in addition to the substantial investments that have occurred and are planned with this Port expansion project.

CURRENT CONDITION OF THE SITE

The project site's address is 340 River Road, Glenmont, NY 12077. This site is adjacent to the existing Port of Albany-Rensselaer maritime operations, where more than seven berths and 400,000 square feet of indoor maritime warehouses are located. Unique to the entire Eastern United States, this property offers 85 contiguous acres adjacent to a federal marine highway, the Hudson River. The former brownfield site, under the ownership of the Port, has been remediated and developed towards shovel-ready status with construction starting in 2022. The Port has advanced site preparation, pad-ready, and shovel-ready efforts on the site over the previous four years. This progress establishes unique site strengths, advantages and capabilities that can be utilized across multiple industries and uses, and the construction of the wharf is critical to activate the site. To date, the following site projects have been completed:

- clearing and grubbing, mass-earthwork to grade the site
- environmental remediations (e.g., site capping, groundwater monitoring well installations, wetland conservation offsets, etc.)
- high-capacity site-wide surface preparation and selective surcharging to prepare building pad locations, site entrance and access facilities (e.g., ultra-heavy capacity road bridge over the Normanskill creek)
- utility installations including buried fire protection main lines and hydrants, water main lines, buried electrical duct bank
- offsite modifications including road widening and intersection signalization
- procured electrical equipment for an on-site high-voltage substation and reconstruction of Normanskill Street in the existing Port District.

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 the construction of a 500-foot long, ultra-heavy-capacity multi-purpose wharf designed to support heavy cargo transfer and vessel service operations in service of the multi-use upland terminal facility. Design of the wharf is complete, and the project has secured municipal, state, and federal permitting and regulatory approvals.

Objective: The APDC's primary objective is to hire an experienced contractor to perform the construction of the marine facilities to the highest standards and quality as specified in the wharf design.

PROJECT FUNDING AND CONDITIONS:

The project is being funded in part through a grant from New York State. The contract for this RFP award shall be in compliance with the grant agreement. As such, all bids shall consider and reflect the terms and conditions of the agreement. In the event of any conflict between this document and the NYS grant agreement, the terms and conditions of the NYS grant agreement will control and take precedence. A copy of the grant agreement will be distributed to vendors who have attended the pre-bid site visit/conference and also submitted an Intent to Bid form by the due date indicated and have checked the box that indicates the intention of submitting a bid. Please note that a required Non-Disclosure Agreement will be required before distribution is permitted.

SCOPE OF WORK

The project focuses on construction of a 500-foot long, ultra-heavy-capacity multi-purpose wharf designed to support heavy cargo transfer and vessel service operations in service of the multi-use upland terminal facility. Design of the Marine Facilities is complete, and the project has secured municipal, state, and federal permitting and regulatory approvals. Recent hard bid pricing supports cost certainty for execution.

Facility designs accommodate special load-handling systems, including self-propelled modular transporters, tower handlers, and single and tandem lift crane configurations, including some of the largest capacity cranes available (with a maximum capacity of 3,300 U.S. tons).

The wharf infrastructure will include vertical foundation elements such as drilled shaft foundations, driven piles, and driven sheeting, along with battered piling and concrete framing that provide horizontal load resisting systems. A composite precast and cast-in-place concrete deck system spans between foundation and framing structures, supporting both deck ballast and imposed vertical loading.

Additional elements include integral fender and systems, external mooring dolphins, and the provision of High Mast Lighting. Primary elements of work that are anticipated to be provided include:

- Dredging and dredge material disposal
- Wharf foundations, including drilled shafts, driven piling, and retaining wall system
- Wharf structural systems, including concrete framing and deck systems
- Fendering, mooring hardware, and vessel interface systems
- Upland interface improvements tying into previously constructed terminal facilities
- High mast lighting and ancillary components needed to provide for an operations marine facility

The dredging program anticipates approximately 70,000 cubic yards of dredge material removed to construct the wharf facility. This will also result in a berth capable of supporting deep draft vessels as well as a full range of barge configurations similar to the existing Port District maritime facility. The project has received local, state, and federal permitting approvals, including NEPA approval via USACE.

In addition, this contract includes (4) four potential additional alternatives to the scopes of work as indicated on the contract plans as Bid Adds. In addition to the base bid, please indicate and provide costs for all Bid Additive items in your proposal. APDC has full discretion to award any combination of Bid Adds to the base bid contract, including the possibility of awarding no Bid Adds.

Additive Bid Item 1 – Dolphins

Additive Bid Item 3 – Additional PDA Pile Testing

Additive Bid Item 2 – Rock Probes

Additive Bid Item 4 – Technique Shafts

For Conditions, Specifications, Additional Information, and full detailed scope and design plans, please refer to the following link.

<https://www.dropbox.com/scl/fo/jcd8vtu3c4il1ldgkn1fx/AGW1eq3zW0OxGtuvl2Kj-i8?rlkey=iuhhxp9j0x1e1s5mr9qg2tk0c&st=1v4dv3yf&dl=0>

and to Appendix B of this document.

ADDITIONAL REQUIREMENTS:

1. All work performed under this awarded contract shall be in full compliance with the terms and conditions included in the NYS grant agreement. Contractor/Bidder shall read Agreement in its entirety. Bids/Proposals shall consider and reflect this agreement.
2. No Contractor or Subcontractor shall have a conflict of interest that is material to the Project. A Vendor Assurance of No Conflict of Interest must be submitted with bid. (See Appendices)
3. Use of US Iron and Steel: Contractor must make all reasonable efforts to use US Iron and Steel for all Structural Iron and Steel components in this project. Written notice must be given for all instances where non-US Iron and Steel is used for Structural Iron and Steel components in this project. The description must include all efforts taken to source US Iron and Steel and the reasons for being unsuccessful. Failure to make reasonable efforts will result in a violation of this contract. Contractor will supply the APDC with a Manufacturer's Certification of US Iron and Steel. (see appendix.....) Of significant note: There is a \$10,050,000 dollar amount of US Iron and Steel materials estimated for this project. US Iron & Steel Certification Forms will be required by awarded bidder.
4. Major Suppliers: Contractor shall consult the New York Offshore Wind Supply Chain Database and shall use commercially reasonable efforts to source and procure components, materials, equipment, spare parts, and other items necessary to construct the wharf from supply chain and manufacturing facilities located in New York State. Contractor shall report all procurement efforts. Failure of reasonable efforts will result in violation of this contract.

AWARD OF BID

The award, if any, will be made within (45) forty-five calendar days of the opening date. The successful bidder shall be notified by the APDC of any contracts they have been awarded. An award letter will be sent to all successful bidders.

TERM OF CONTRACT

The term of this contract shall be through February 1, 2029. This contract will be executed upon approval of the APDC Board of Commissioners.

METHOD OF AWARD:

The award of this solicitation will be given to the lowest responsive and responsible bidder based on best value. When evaluating proposals, experience with similar projects will be highly considered

- 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 bidder 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 bidders 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.

MWBE/SDVOB PARTICIPATION GOALS Bidders must complete and submit all forms in Appendices.

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 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 Albany Port District Commission (“APDC”) has established for this contract, a participation goal of 30% combined New York State Certified Minority Businesses Enterprises and for New York State Certified Women-owned Enterprise utilization.

The MBE/WBE sub-contracting/supplier goals are to be defined as a percentage of the total contract price and should be identified, to the extent possible, in the submitted bid. **Please see Appendix C for reporting instructions.**

The directory for New York State Certified MWBEs can be viewed at:
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory>

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.

Specific to this contract with respect to sub-contracting/suppliers, the ADPC has established a goal of 6% participation by New York State Certified Service-Disabled Veteran Owned Businesses.

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

TERMINATION CLAUSE

1. The APDC reserves the right to terminate any contract or any portion thereof and use an alternate or secondary source, should the awarded contractor become unable to perform.
2. The APDC may terminate the contract with cause upon notification in writing.
3. The APDC may further terminate the contract without cause on thirty (30) days’ notice in writing.
4. The APDC may, by written notice, terminate the contract after determining that for reasons beyond either APDC 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.

RECEIPT OF PROPOSALS: Sealed bid packages must be received by APDC, at its offices located at 106 Smith Boulevard, Albany, New York, 12202, **NO LATER THAN noon on December 7, 2026.**

1. Bid packet must be clearly labeled and include title of bid, company name, and date and time of bid opening.
2. Bidders 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.
3. All bids and accompanying documentation will become APDC property and will not be returned.
4. Bidders 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.
5. Submission of any bid 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 bids, in whole or in part, submitted in response to this RFP.
6. An official authorized to commit the company to a contract must sign the bid and all related bid documents.
7. Emailed proposals will **NOT** be accepted for this bid opening. Bids shall be hand delivered or mailed to the address identified in this solicitation.
8. **Four (4) 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.
9. Bidders must notify APDC of any omissions, contradictions, or conflicts by 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 Bidder does not notify APDC of any such condition it will be assumed that the bidder has included the necessary items in the bid to complete the specification.

PROPOSAL RESPONSE INSTRUCTIONS: Bidders are required to prepare their proposals per the outline below. Provide a straightforward, concise description of the bidder's capabilities to satisfy the requirements of this RFP.

1. Provide the name of your company and the names of the companies in your team if you are including subcontractors or joint ventures.
2. Provide a name and title of the person(s) authorized to bind the bidder, together with the main office address and telephone number.
3. Provide a Statement of Qualifications for the work to be performed. Qualification Statement should include the firm's level of experience, proposed staffing for this project with names, titles and resumes, and a list of similar projects the firm has completed.
4. Provide a Statement of Capabilities which should include examples of how your firm has successfully managed similar projects including meeting project objectives and timelines and resolving constraint or conflict issues. List any available specialized resources and knowledge that may assist your firm in successfully managing this project.
5. Provide the locations with addresses of all of your firm's office locations.
6. Provide a scope of services which shall include a summary of the work being proposed.
7. Provide a progress schedule to perform work noting substantial completion date for the work to be performed. Lead times should be noted and included in schedule.
8. Provide a minimum of three references, including references for work similar to the work being proposed in this solicitation.
9. Provide a lump sum bid identifying the total price which shall include, but not limited to the following: equipment, fuel, travel, materials, labor, disposal of waste, all permits, insurance and bonds (e.g., the APDC will not pay any additional fees other than that provided within the bidder's proposal).
10. Provide a bid bond in the amount of 5% of the bid proposal.
11. Complete, sign and notarize all requested forms and certifications included in Exhibits and Appendices.
12. If applicable provide all MWBE and SDVOB utilization and goal forms included in Appendix C.
13. Bidders 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.
14. Unless otherwise specified in this RFP, the combined overhead and profit percentage of commodities shall not exceed 15% of the total direct costs. The proposer must provide a detailed breakdown of direct costs, overhead, and profit in the Cost Proposal Form. The APDC reserves the right to negotiate overhead and profit percentages during contract award to ensure reasonableness and compliance with applicable NYS procurement guidelines.

15. The APDC is exempt from Federal and State sales taxes. Such taxes shall not be included within the bid prices.
16. References in the specifications to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the contractor 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 offered are of equal quality to that specified and equally acceptable to the APDC for its purposes. Exceptions must be clearly stated. The APDC will determine equal products or services.
17. 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.
18. **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.
The New York State Department of Labor has assigned Prevailing Rate Case Number 2026028859 - Construction of Wharf - to the project. To access the PDF file, click on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1638613> or copy and paste into your browser Bidders will be required to submit all required paperwork to the Department of Labor upon award of contract.

STANDARDS of SERVICE:

1. The Contractor shall be qualified and experienced in accordance with any manufacturer's installation requirements, and in accordance with current and accepted professional standards and with the diligence and skill expected for the performance of the type of work described in this RFP.
2. All Contractors shall comply with all applicable provisions of all Federal, State, and Local laws in particular, but not limited to NYS Labor Law, Workman's Compensation Law, Unemployment Insurance Law, and Environmental Law, and all State and local health laws, rules, and regulations.
3. The provisions of Section 220 of NYS 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. 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.
4. The Port of Albany is a proud member of Green Marine. The APDC strives to conduct all activities in a sustainable manner defined as environmentally responsible, community driven, and economically beneficial. As a landowner, the APDC leads by example and encourages all contractors to utilize the best environmental practices, materials, and products. For construction projects attention should be given to excessive noise, dust, and traffic, as well as environmentally sustainable materials and products. Mitigation plans should be implemented where applicable.

5. The APDC has a 30-day pay policy. The contractor shall not submit more than one pay application per 30-day period.
6. Unless otherwise specified in the RFP documents a Performance Bond in the amount of the project in full will be required at the time of contract execution.
7. Unless otherwise specified in the RFP documents, a 10% retainage will be applied to payment. Final release of payment is subject to completion, submission, and approval by APDC of punch list items and close-out documents.
8. **EMPLOYEE VERIFICATION REQUIREMENTS:** All contractors 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 contractors 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 contractor'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 contractors acknowledge that they have complied with and will continue to comply with all regulations and statutes concerning the verification of the employee status.
9. The Contractor shall not reassign any award made as the result of this RFP without the prior written consent of the APDC Board of Commissioners.
10. 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 the work on this project be delegated to various trades and contractors by this contract document. Contractors must make their own contracts with various subcontractors setting forth the work the subcontractors will be responsible for. The contractor alone will be held responsible to the APDC for the completion of this project.
11. The Contractor 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 contractor, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses, and expenses.
12. The Contractor 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 contractor will maintain Worker's Compensation during the life of any contract entered as a result of this bid, for the benefit of the contractor's employees.

The following insurance policies are required:

1. Workers' Compensation Insurance with statutory limits and employers' liability coverage Unlimited in accordance with New York State Statute
The Workers Compensation Policy shall be endorsed to include United State Longshoremen & Harbor Workers Act Coverage (USL&H)
2. Commercial general liability (CGL) & Marine General Liability (MGL) 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.
3. Protection & Indemnity (P&I) Including Jones Act / Crew Coverage with Minimum Limits of \$2,000,000 Per Occurrence \$2,000,000 Aggregate.

Albany Port District Commission shall be included as insureds on a primary & non-contributory basis on the CGL & MGL, 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 Contractor/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.

4. 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.
5. Riggers Liability \$2,000,000 Per Occurrence / \$2,000,000 Aggregate
6. Crime \$1,000,000 Employee Dishonesty including 3rd Party Crime
7. Employment Practices Liability \$1,000,000 Limit
8. Cyber Liability \$1,000,000 Limit
9. Umbrella or Excess liability insurance with a limit of Twenty Million Dollars (\$20,000,000) per occurrence and a general aggregate of Twenty Million Dollars (\$20,000,000)
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. Umbrella must be in Excess of General Liability, Marine General Liability, Automobile Liability, USL&H and Protection & Indemnity Liability including Crew Coverage
10. 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

STANDARD TERMS: (Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

1. **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, if this is an Agreement 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 Agreement 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 Agreement. If this is a building service Agreement 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 Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.
2. **WAGE AND HOURS PROVISIONS.** If this is an agreement for a public work covered by Article 8 of the Labor Law or a building service 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, if this is an agreement for a public work or a building service as covered above, or a covered project as defined in Labor Law section 224-a, 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. If this is an agreement for a covered renewable energy system as defined in Labor Law 224-d, Contractor must meet all applicable provisions of that 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 APDC of any APDC-approved sums due and owing for work done upon the project.
3. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible
 - a. person executed and delivered to APDC a non-collusive bidding certification on Contractor's behalf.
4. **INTERNATIONAL BOYCOTT PROHIBITION.** If this Agreement exceeds \$5,000, the Contractor agrees, as a material condition of the Agreement, 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,

- a. 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 Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify APDC within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).
5. SET-OFF RIGHTS. APDC shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, APDC's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to APDC with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to APDC for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.
6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and APDC acknowledge and agree that all information, in any format, submitted to APDC shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, APDC is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to APDC in a non-confidential, non-proprietary format. FOIL does provide that APDC may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner to others without obligation concerning its confidentiality; or (iii) already available to APDC without obligation concerning its confidentiality. In the event of a FOIL request, it is APDC's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, APDC cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (<https://opengovernment.ny.gov/>) and APDC's Regulations.
7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.
 - a. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to APDC's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to APDC its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

- b. (b) **PRIVACY NOTIFICATION.** 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 Contractor 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.
8. **CONFLICTING TERMS.** In the event of a conflict between the terms of the NYS Grant Agreement and the terms of this RFP, (including any and all attachments thereto and amendments thereof) the terms of the Grant Agreement shall control.
9. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
10. **NO ARBITRATION.** Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the APDC's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.
11. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law and 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 APDC's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify APDC, in writing, of each and every change of address to which service of process can be made. Service by APDC to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond
12. **CRIMINAL ACTIVITY.** If subsequent to the effectiveness of this Agreement, APDC comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to APDC, convicted of a felony, under the laws of the United States or Territory of the United States, then APDC may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, APDC comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then APDC may exercise its right to terminate this Agreement. If
- a. the Contractor knowingly withheld information about such an indictment or conviction, APDC may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.
13. **PERMITS.** It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by APDC.
15. 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.
- a. Information on the availability of New York State subcontractors and suppliers is available from:
 - i. NYS Department of Economic Development
 - ii. Division for Small Business
 - iii. 625 Broadway
 - iv. Albany, New York 12207
 - v. Telephone: 518-292-5200
 - vi. Fax: 518-292-5884
 - vii. <http://www.esd.ny.gov>
 - b. A directory of certified minority and women-owned business enterprises is available from:
 - i. NYS Department of Economic Development
 - ii. Division of Minority and Women's Business Development
 - iii. 625 Broadway
 - iv. Albany, New York 12207
 - v. Telephone: 518-292-5200
 - vi. Fax: 518-292-5803
 - vii. <http://www.empire.state.ny.us>
16. The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total 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
 - d. 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
 - e. 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.
17. 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of

- a. May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

19. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

21. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding \$100,000 for the purchase of goods and services: Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD). Prior to entering into such an agreement, the Contractor is required to provide APDC with a completed Contractor Certification to Covered Agency form (Form ST-220-CA). Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide APDC with a completed Form ST-220-CA. Certifications referenced in paragraphs (b) and (c) above will be maintained by APDC and made a part hereof and incorporated herein by reference. APDC reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

22. IRANIAN ENERGY SECTOR DIVESTMENT. In accordance with Section 2879-c of the Public Authorities Law, by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid 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 (See <https://ogs.ny.gov/iran-divestment-act-2012>).

23. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 (“DERA”), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology (“BART”). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: <https://www.dec.ny.gov/regs/2492.html>

24. 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, regardless of whether the original of said contract is in existence.

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, Procurement Compliance 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/Bidders 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/Bidder 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/Bidder in accordance with the written notification terms of this contract.

Forms meeting the requirements of 1-6 above are provided in Exhibits. 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.

