

ADDENDUM NO. 2

IFB # 24074 Construction of Pole Barn (Manchester and Weedsport)

Addendum Issue Date 11/19/25

Notice is hereby given that the following Addendum No. 2 shall be made part of IFB #24074 issued by the Authority on 11/14/25, as amended by Addendum No. 2 dated 11/18/25.

The purpose of this addendum is to document and incorporate material changes to the above-referenced proposal.

Addendum No. 2 consists of the following additions to the IFB 24074.

Change No. 1 – Material to be added.

- Information pertaining to the Prevailing Wage Rate & schedule for both Manchester & Weedsport Maintenance Pole Barns (current Information within IFB, page 42, reflected the Prevailing Rate Case number for Manchester only).

PRC # 2025003605 – Pole Barn Manchester

PRC# 2025014233 - Pole Barn-Weedsport

<https://apps.labor.ny.gov/wpp/doFindProject.do>

<https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1599787>

<https://dol.ny.gov/prevailing-wage-schedules>

-END OF CHANGES-

ADDENDUM NO. 2

BIDDER ACKNOWLEDGEMENT FORM

Bidders must indicate acknowledgement of the changes for this IFB by completing and submitting this page with their bid.

Bidders that have already submitted their bid must indicate acknowledgement of the changes for this IFB 24074 by completing and returning this page in time for the bid opening.

Envelope should be addressed to:

**New York State Thruway Authority
Attn: Purchasing Bureau
200 Southern Blvd.
Albany, NY 12209**

Envelope should be clearly marked under the return address with the following information:

Bid number # 24074 Addendum No. #2

Keep a copy for your records.

The following must be complete and signed by an authorized person of the firm or corporation:

_____ Firm Name	_____ Area Code &Telephone
_____ Address	_____ City & State
_____ Signature	_____ Date
_____ Print Name	_____ Title

ADDENDUM NO. 1

IFB # 24074 Construction of Pole Barn (Manchester and Weedsport)

Addendum Issue Date 11/18/25

Notice is hereby given that the following Addendum No. 1 shall be made part of IFB #24074 issued by the Authority on 11/14/25, as amended by Addendum No. 1 dated 11/18/25.

The purpose of this addendum is to document and incorporate material changes to the above-referenced proposal.

Addendum No. 1 consists of the following additions to the IFB 24074.

Change No. 1 – Material to be added.

- Drawing Layout-Plans Manchester
- Drawing Layout-Plans Weedsport

-END OF CHANGES-

ADDENDUM NO. # 24074

BIDDER ACKNOWLEDGEMENT FORM

Bidders must indicate acknowledgement of the changes for this IFB by completing and submitting this page with their bid.

Bidders that have already submitted their bid must indicate acknowledgement of the changes for this IFB 24074 by completing and returning this page in time for the bid opening.

Envelope should be addressed to:

**New York State Thruway Authority
Attn: Purchasing Bureau
200 Southern Blvd.
Albany, NY 12209**

Envelope should be clearly marked under the return address with the following information:

Bid number # 247074 Addendum No. #1

Keep a copy for your records.

The following must be complete and signed by an authorized person of the firm or corporation:

_____ Firm Name	_____ Area Code &Telephone
_____ Address	_____ City & State
_____ Signature	_____ Date
_____ Print Name	_____ Title

CHECKED BY:

DRAFTED BY: TCT


CHECKED BY: TA

DESIGNED BY: TA

DESIGN SUPERVISOR: TA



ALTERED ON:	AFFIXED ON:
SIGNATURE: STAMP:	SIGNATURE: STAMP:

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO ALTER AN ITEM IN ANY WAY. IF AN ITEM BEARING THE STAMP OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE, THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.	REVISIONS				<div> NEW YORK STATE OF OPPORTUNITY.</div> <div>Thruway Authority</div>	TITLE OF PROJECT POLE BARN	CONTRACT NUMBER: N/A
	DATE	DESCRIPTION	BY	SYM.		LOCATION OF PROJECT MANCHESTER MAINTENANCE YARD	DATE: 12/16/2024
						TITLE OF DRAWING AERIAL VIEW	DRAWING NUMBER: 1

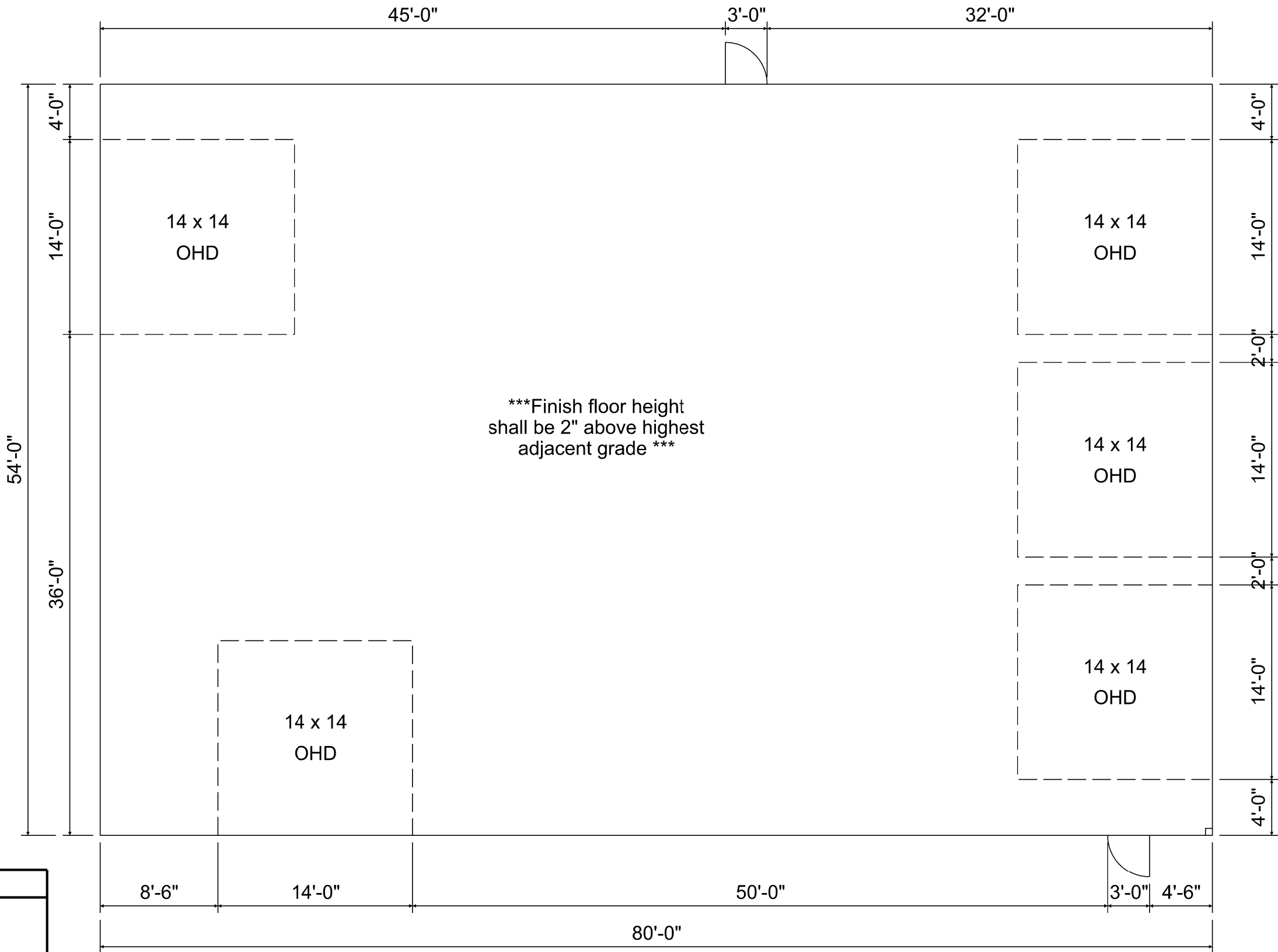
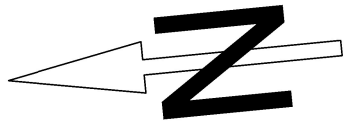
CHECKED BY:

DRAFTED BY: TCT

CHECKED BY: TA

DESIGNED BY: TA

DESIGN SUPERVISOR: TA



ALTERED ON:

AFFIXED ON:

SIGNATURE:
STAMP:

SIGNATURE:
STAMP:

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REVISIONS

DATE	DESCRIPTION	BY	SYM.



**Thruway
Authority**

TITLE OF PROJECT
POLE BARN

CONTRACT NUMBER:
N/A

LOCATION OF PROJECT
MANCHESTER MAINTENANCE YARD

DATE:
12/16/2024

TITLE OF DRAWING
FLOOR PLAN

DRAWING NUMBER:
2



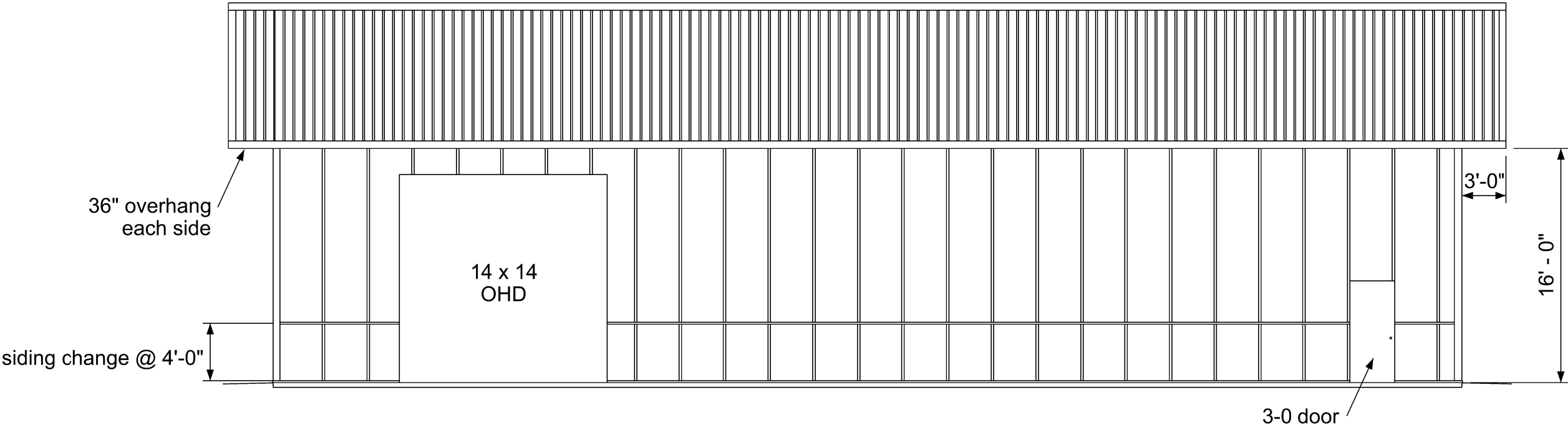
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DRAFTED BY: TCT

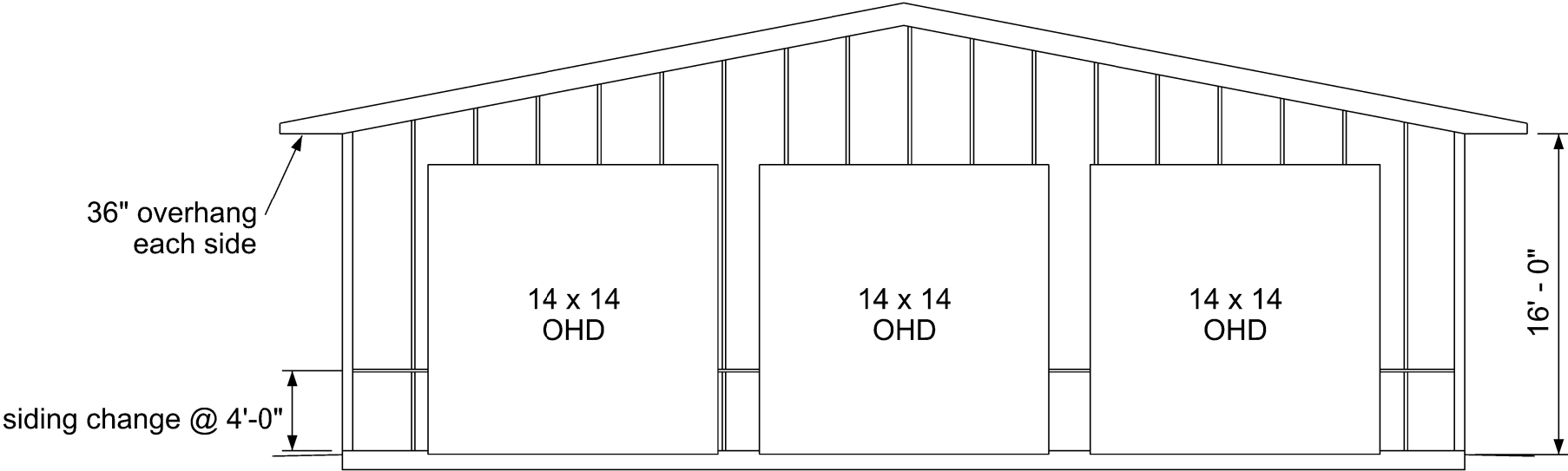
CHECKED BY: TA

DESIGNED BY: TA

DESIGN SUPERVISOR: TA



1 WEST ELEVATION
3 SCALE: N.T.S.




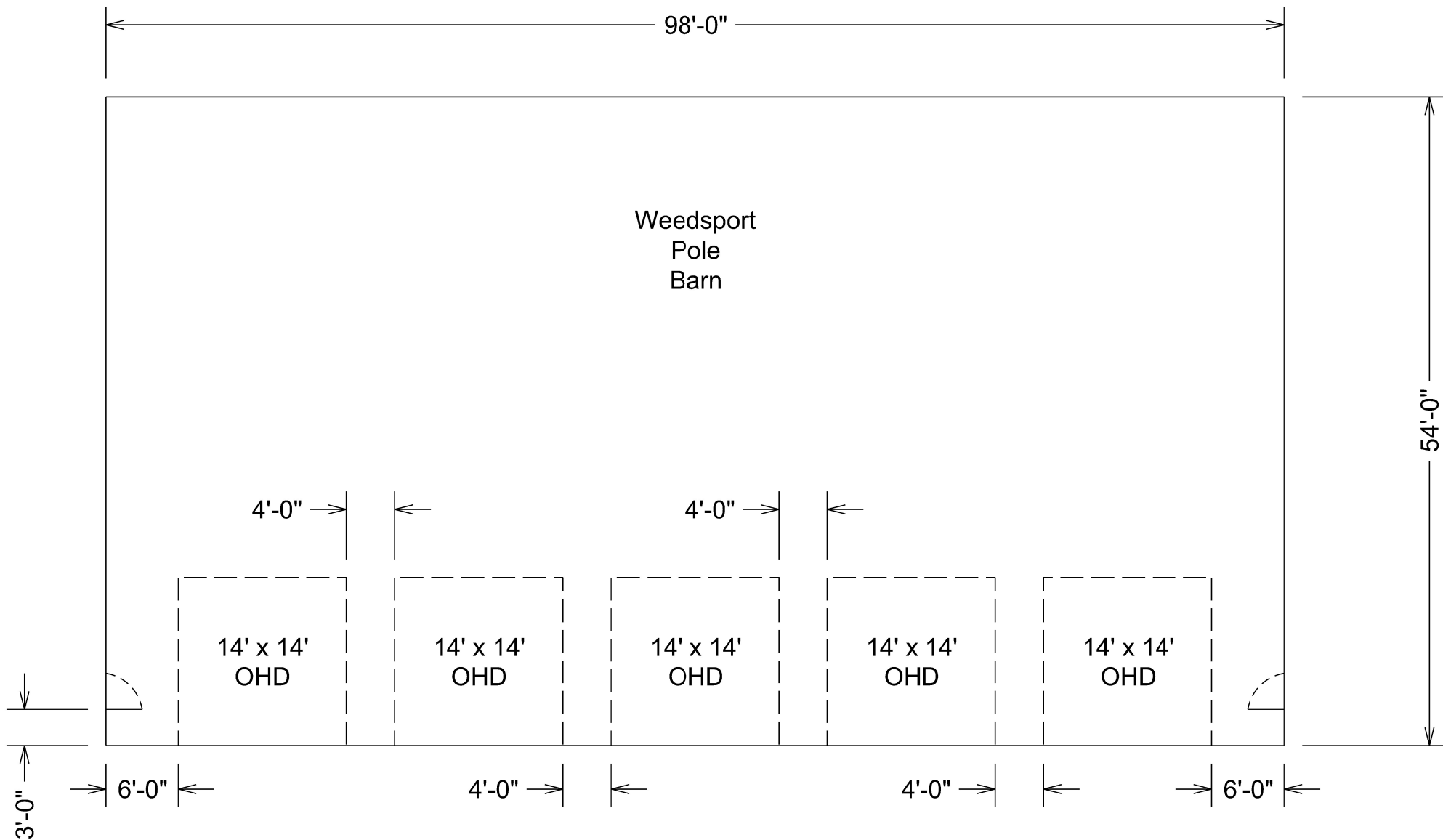
2 SOUTH ELEVATION
3 SCALE: N.T.S.

ALTERED ON:	AFFIXED ON:
SIGNATURE: STAMP:	SIGNATURE: STAMP:

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REVISIONS			
DATE	DESCRIPTION	BY	SYM.

 Thruway Authority	TITLE OF PROJECT POLE BARN	CONTRACT NUMBER: N/A
	LOCATION OF PROJECT MANCHESTER MAINTENANCE YARD	DATE: 12/16/2024
	TITLE OF DRAWING ELEVATION VIEW	DRAWING NUMBER: 3





**Thruway
Authority**

KATHY HOCHUL
Governor

JOANNE M. MAHONEY
Chair

FRANK G. HOARE, ESQ.
Executive Director

INVITATION FOR BID

Construction of Pole Barn (Manchester and Weedsport)

IFB # 24074-909.25

IFB No: 24074-909.25
Issue Date: 11/14/25
Bid Due Date: 12/12/25

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GENERAL SPECIFICATION

APPENDIX A Standard Clauses

EXHIBIT 1 Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

EXHIBIT 2 Authority Supplemental Insurance Certificate (TA-W51343)

EXHIBIT 3	New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises Goal Requirements And Procedures For Participation
ATTACHMENT 1	New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)
ATTACHMENT 2	Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)
ATTACHMENT 3	Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
ATTACHMENT 4	Bid Submission Package
ATTACHMENT 5	Gender-Based Violence and the Workplace Certification
ATTACHMENT 6	ST-220-CA Contractor Certification to Covered Agency

ARTICLE I - Background/Administrative Matters

Section 1.1 – Background

The New York State Thruway Authority (“Authority”) is seeking bids from contracting firms for the installation of a pole barn equipment storage building at Manchester Maintenance Yard and Weedsport Maintenance Yard in the Authority’s Syracuse Division.

The Authority is a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law for the purpose of financing, constructing, reconstructing, improving, developing, maintaining and operating a highway system known as the Governor Thomas E. Dewey Thruway. The powers of the Authority are vested in and exercised by a seven-member Board appointed by the Governor with the advice and consent of the State Senate.

The Thruway is a 570-mile superhighway system crossing the State. It is the longest toll superhighway system in the United States. The Thruway route from the New York City line to the Pennsylvania line at Ripley is 496 miles long and includes the 426-mile mainline connecting New York City and Buffalo, the State’s two largest cities. Other Thruway sections make direct connections with the Connecticut and Massachusetts Turnpikes, New Jersey Garden State Parkway and other major expressways that lead to New England, Canada, the Midwest and the South. In 1991 the Cross-Westchester Expressway was added to the Thruway system. In all, the Thruway is comprised of 2843 lane miles of roadway, 817 bridges, over 300 buildings, 134 interchanges, 35 tandem areas, 27 service areas, 3 welcome centers, nearly 120 water service facilities, 3 water treatment plants, 16 wastewater treatment plants and 40 motor fueling stations for Authority vehicles and equipment. Operationally, the Authority is segmented into four regional divisions – New York, Albany, Syracuse and Buffalo – with the Administrative Headquarters located in Albany.

For the purposes of this Invitation For Bid (“IFB”), the term “Authority” shall mean the New York State Thruway Authority.

Section 1.2 – Key Dates

Provided below is a tentative schedule for the milestones in this IFB process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, all parties that have been furnished with this IFB will be duly notified.

<u>Event</u>	<u>Date</u>
IFB Issuance	<u>11/14/25</u>
Mandatory Site Visit at Manchester Maintenance	11/25/25 at 9:00 am
Mandatory Site Visit at Weedsport Maintenance	11/25/25 at 10:30 am
Deadline for submitting Written Questions	<u>12/02/25</u>
Issuance of Responses to Written Questions	<u>12/05/25</u>
Bid Due Date ¹	<u>12/12/25, close of business</u>
Live Bid Opening (via YouTube) ²	<u>12/15/25 at 1:00p.m.</u>

¹ Bids **MUST** be received by the Authority prior to the Bid Due Date.

² Bid Opening will be Live Streamed via the Authority YouTube channel:

[NYS Thruway Authority - YouTube](#)

Section 1.3 – Permissible Contacts/Contact Person

This procurement is subject to and shall be conducted in accordance with the Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (attached hereto as Exhibit 1). All questions concerning this IFB must be addressed to the persons listed below. Bidders and prospective Bidders may not approach any other Authority officer, employee, contractor or agent or any other State entity relative to this IFB (except as provided in Exhibit 1).

Melissa Tervay
Contract Management Specialist 1
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209
Melissa.Tervay@thruway.ny.gov

Danielle Adams
Director, Bureau of Compliance
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209

In the event the contact persons listed above are not available, Bidders may direct their questions to Judith Vosburgh at Judith.Vosburgh@thruway.ny.gov, Caitlin Cady at Caitlin.Cady@thruway.ny.gov or Andrew Trombley at Andrew.Trombley@thruway.ny.gov

Section 1.4 – Mandatory Site Visit

Two **mandatory** site visits for bidders will be held as follows:

Manchester Maintenance (M.P. 340.15)

Date: November 25, 2025
Time: 9:00 am
Location: 1190 State Route 21, Manchester, NY 14504

And

Weedsport Maintenance

Date: November 25, 2025
Time: 10:30 am
Location: 9191 State Route 34, Weedsport, NY 13166

Only bids from bidders who attended the mandatory site visit will be considered. Bidder is solely responsible for ensuring that the Company name and address on the sealed Bid envelope matches the Company name and address recorded on the site visit sign-in sheet on the day of the Mandatory site visit. Attendees must pre-register with the Authority's Contract Management Specialist named in Section 1.3 by email at least three business days prior to the site visit.

Written Notice to Bidders advising of questions and responses as a result of the site visit will be provided to potential bidders. Questions and responses that result in a material change to the bid will result in the issuance of an Addendum.

Section 1.5 - Written Questions & Responses

The Authority will provide official written responses to all written questions that are submitted to the Authority Contract Management Specialist named in Section 1.3 on or before the date set forth in Section 1.2 of this IFB. These official responses will be distributed to all parties that have been furnished with this IFB. Prospective Proposers should rely only on these official written responses. Questions submitted after the due date set forth in Section 1.2 of this IFB may not receive an official answer.

Section 1.6 – IFB Errors or Omissions

If a Bidder believes there is any ambiguity, conflict, discrepancy, omission or other error in this IFB, such Bidder should immediately notify the Authority Contract Management Specialist named in Section 1.3 of such error and request clarification of or modification to this document. Such notice shall be given prior to the final filing date for submission of bids. Modifications to this IFB, when appropriate, will be made by addenda hereto and distributed to all parties who have been furnished with this IFB. Clarifications of this IFB, when appropriate, will be made by written notice to all parties who have been furnished with this IFB.

ARTICLE II – Detailed Specification

Section 2.1 – Scope of Services

It is the intent of this IFB is to describe the requirements for installing a pole barn equipment storage building at Manchester Maintenance Yard and Weedsport Maintenance Yard in the Authority's Syracuse Division. Work shall begin Spring 2026.

Section 2.2 – Bidder Qualifications

No bid will be considered or award made unless the firm or representative submitting the bid can prove to the Authority's satisfaction that it meets the following conditions:

- Employs on a full-time basis, personnel thoroughly experienced in the performance of the type of work specified.
- Has satisfactorily completed contracts equal to the nature and scope of services for at least three years (unless the bidder's performance record indicates a lesser time requirement as determined by the Director of Purchasing).
- A bid from a representative may require a certificate executed by the manufacturer stating that the said bidder is authorized to supply the merchandise offered with the guaranteed delivery time as stated in the bid.
- Holds permits or licensing as required in the Detailed Specification.

Section 2.3 – Minimum Qualifications

1. Certificate of Contractor Registration from the NYS Department of Labor as specified in Section 4.8 below.

Section 2.4 – Specifics

ITEM 1: One four-bay Vehicle Storage Building ("VSB") at Manchester Maintenance Yard (M.P. 340.15) in the Authority's Syracuse Division. All work shall be done in accordance with the New York State Uniform Fire Prevention and Building Code and its reference standards.

ITEM 2: One four-bay VSB at Weedsport Maintenance Yard in the Authority's Syracuse Division. All work shall be done in accordance with the New York State Uniform Fire Prevention and Building Code and its reference standards.

Contractor must provide a pre-engineered building system for both Items 1 and 2, including but not limited to, primary and secondary structural framing systems, roofing, snow retention system, siding, gutters and downspouts, interior ceiling system, overhead and pass doors, windows, and accessories. The VSB dimensions shall be a minimum 80 feet long by 54 feet wide, have a 16-foot wall height and three (3) foot overhangs on all sides. The buildings (Items 1 and 2) shall have three (3) equally spaced vehicle storage bays sixteen (16) feet wide, one to be a drive-through. A total of 5 insulated overhead doors shall be 14 feet wide by 14 feet high. There will be two (2) insulated FRP 3070-man doors with tempered glass single lite. The interior of the vehicle storage shall have a flat ceiling consisting of a metal panel system attached to the bottom of the truss. A minimum of two 3-foot x 3-foot access points shall be provided in the ceiling system.

Awarded vendor must include engineered stamped plans prior to construction.

A 6" concrete floor system will be installed by Authority Personnel after the construction of the Pole Barn

GENERAL NOTES

PART 1 - Common Components and Concerns

1.1 General

- A. All work included under this Contract is to be governed by and in conformance with the New York State Thruway Authority's General Specifications and Appendix A and the Detailed specifications contained in this Proposal.
- B. The project descriptions are general outlines of the work and shall not be construed as complete descriptions of the work to be performed under this Contract. In addition, the project descriptions do not necessarily indicate the construction sequence.
- C. The Contractor shall protect his workers at all times in conformance with applicable OSHA regulations.
- D. Whenever items in the Contract require materials to be removed and disposed, the cost of using an approved disposal area and transportation to the area shall be included in the unit price bid for those items.
- E. The Contractor is to visit the site before bidding, to become familiarized with the field conditions and to judge the extent and nature of the work to be done under the contract. No extra compensation will be allowed to the Contractor because of the Contractor's failure to include in their bid all items and materials which the Contractor is required to furnish in accordance with the Contract Documents. The Contractor must have in their possession a set of project plans, specifications and identification when visiting the site.
- F. All dimensions and existing conditions shall be field verified by the Contractor.
- G. The Authority will determine the location of the Contractor staging area based on available space and ongoing operations.
- H. The Contractor shall be responsible for restoring the site to its original condition unless indicated otherwise.

1.2 Code Compliance and Standards

- A. All work to be done under this Contract shall conform to the New York State Uniform Fire Prevention and Building Code (19 NYCRR) and its reference standards Version-2015 and its applicable code commentaries.
- B. The Contractor shall comply with all applicable laws which pertain to the work to be done. The Contractor shall also comply with the Authority's instructions and regulations pertaining to signs, advertising, fire and/or smoke.
- C. The Contractor shall obtain, maintain and pay for all permits, fees and licenses legally required and shall give all notices, and comply with all laws, rules, and regulations applicable to the work.
- D. Where provisions of the pertinent codes, standards, regulations or Contract Documents conflict, the most stringent provision shall govern.

1.3 Materials and Labor

- A. All materials, equipment and articles used permanently in the work which become the property of the Authority shall be new, unless specifically stated otherwise.
- B. Whenever any product is specified by the name, trade name, make, catalog number, or any manufacturer or supplier, the intent is not to limit competition but to establish a standard of quality which the Authority has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Authority and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of his intent in accordance with the submittal and scheduling requirements of NYSDOT's Standard Specifications of January 1, 2017, Section 100, and the Authority's Addendum No. TA (17).
- C. The Contractor shall have the burden of proving, at his own cost and expense, to the satisfaction of the Authority that the proposed product is equal to the named product. The Authority may establish criteria for product approval. The Authority shall determine in its absolute discretion whether a proposed product is to be approved.
- D. If the Contractor fails to comply with these provisions, or if the Authority determines that the proposed product is not equal to that named, the Contractor shall supply the product named.
- E. The Contractor shall have and make no claim for the extension of time or for damages because the Authority requires a reasonable period of time to consider a product proposed by the Contractor or because the Authority disapproves such a product.
- F. Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent work that is required to accommodate the option he selects.
- G. Royalties and Patents: The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Authority harmless from loss on account thereof.

1.4 Topographic Survey and Utilities

- A. The location, nature, and alignment of underground utilities are based on utility evidence visible at the ground surface and are considered to be schematic only.

- B. Survey information does not claim to show all underground utilities; others may exist in the work area. Identification of all utilities within the work area shall be the sole responsibility of the Contractor.
- C. The Contractor is directed to contact “**DIG SAFELY NEW YORK**” (800-962-7962) prior to starting work.
- D. The Contractor shall protect overhead and underground utilities to prevent damage or interruption of services. The Authority and utility owner shall be notified if utility is disturbed. The cost of the cutting and restoring service or repair of any damage shall be borne by the Contractor.
- E. A benchmark will be placed by the Authority for the top of floor.

1.5 Use of Premises

- A. For the duration of the construction period, Contractor activities, including the use of the site, shall be coordinated so as to minimize interference with ongoing Thruway, tenant, or other Contractor’s operations.
- B. All Contractor activities are subject to approval of the Authority.
- C. Limit use of premises to work areas indicated. Do not disturb portions of site beyond areas in which the work is indicated.
- D. Keep driveways and entrances serving the premises clear and available to the Authority, other Contractors, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- E. Work hours shall be established by the Authority. The Contractor shall notify the Authority of the intent to start work 48 hours in advance.
- F. The Contractor shall inform the Authority of work area access requirements. The Authority will coordinate and schedule access with Authority staff to obtain and ensure timely availability of work areas.
- G. Utility shutdowns shall be approved by the Authority. Schedule interruptions with the Authority for time and duration. Interruptions shall be limited to minimize impact on operations.
- H. Be responsible and accountable for employees, suppliers, subcontractors, and their employees, with regard to their use of the premises. Direct them to comply with Authority regulations, as well as security and traffic regulations.
- I. Comply with applicable Federal and State of New York Right-To-Know Law provisions and supply copies of the appropriate material safety data sheets (MSDS) to the Engineer, and to the Authority’s Right-To-Know information officer.
- J. Direct employees to be watchful for people in or near the work area where safety hazards may be present.
- K. Report fire and other emergency situations to the Authority immediately.

1.6 Staging Area

- A. The Contractor shall limit the staging of materials to the work limits indicated, or as directed and defined at the Pre-Construction Meeting.

1.7 Reconstruction Notes

- A. The Contractor shall examine and verify, in the field, all conditions and dimensions. Dimensions of the existing structures shown on these plans are for general reference only. They have been taken from the original construction or subsequent rehabilitation drawings and are not guaranteed. The Contractor shall take all such field measurements to assure proper fit of the finished work, and the Contractor shall assume full responsibility for their accuracy. If field conditions and dimensions differ from those shown on the plans, the Contractor shall use the field conditions and dimensions and make the appropriate changes to those shown on the plans, as approved by the Authority. When shop drawings based on field measurements are submitted for approval, the field measurements made shall be indicated on the shop drawings submitted for reference of the reviewer.
- B. The Contractor's attention is directed to the fact that, due to the nature of reconstruction projects, the exact extent of reconstruction work cannot always be accurately determined prior to the commencement of work. These Contract Documents have been prepared based on field inspection and other information available at the time. Actual field conditions may require modifications to construction details and work quantities. The Contractor shall perform the work in accordance with field conditions and as approved by the Authority.
- C. The Contractor will be held responsible for all damage to the existing facilities caused by his operations. All damage to the existing facilities which is not part of the intended work shall be repaired by the Contractor to the satisfaction of the Authority without cost to the Authority.
- D. The Contractor shall limit his removal operations so as not to unduly disturb underlying materials which are to remain in place. The Contractor shall perform all work with care so that any materials which are to remain will not be damaged. If the Contractor damages any materials which are to remain in place or which are to remain the property of the Authority, the damaged material shall be repaired or replaced in a manner satisfactory to the Authority at the expense of the Contractor.

1.8 Coordination

- A. Schedule construction operations in the sequence best suited to accomplish the work, especially where one part depends on the installation of the other.

1.9 Removal and Excavation Notes

- A. The Contractor shall provide all temporary supports, bracing and other devices required or directed by the Authority to protect the safety of the adjacent structures, roadway, and utilities.
- B. The Contractor shall saw cut (straight line cuts) and remove existing asphalt concrete pavement and concrete where required for the installation of new work. Pavement and concrete shall be replaced in kind unless otherwise noted. Re-cut edges damaged by construction operations.

1.10 Spoil

- A. The Contractor's attention is directed to the fact that no spoil area is available for this Contract within the Thruway's Right-of-Way. All spoil shall be removed from Authority property and be lawfully disposed of by the Contractor. The Contractor shall comply with all Federal, State and local regulations that apply to the off-site disposal areas. All costs associated with the removal and lawful disposal of spoil materials shall be borne by the Contractor.

1.11 Reinforcement Notes

- A. All steel reinforcement used in concrete components shall be galvanized to a Class 1 level after fabrication in accordance with ASTM A787(M), zinc-coated (galvanized) steel bars for concrete reinforcement. Fabric reinforcement shall be galvanized in accordance with NYSDOT Specification. Subsection 719-01, Type 1. Exceptions to this requirement will be considered when the quantity of reinforcement is small as determined by the Authority.

1.12 Truss Notes

- A. The Contractor shall submit truss certificate(s) containing the seal and signature of a New York State Professional Engineer or Registered Architect, as provided for Sections 7307 and 7209 of the New York State Education Law and the New York State Uniform Fire Prevention and Building Code and Reference Standards.

1.15 Shop Drawings and Samples

- A. Shop drawings include, but are not necessarily limited to, drawings, diagrams, illustrations, schedules, test data, performance charts, cuts, brochures, manufacturer's product data, installation instructions, certifications, MSDS, sample product warranties, special warranties, maintenance data, color samples, and material samples, etc. This data will be prepared by the Contractor, subcontractor, manufacturer, supplier, or distributor and submitted by the Contractor for approval by the Authority.
- B. Samples are small physical pieces of actual materials submitted by the Contractor for review and approval by the Authority.
- C. The Contractor and the Authority shall adhere to the submittal and scheduling requirements for shop drawings and samples as set out in the Authority's Addendum No. TA(09).
- D. The Contractor shall review shop drawing and sample submittals, to the extent of their ability, for Contract compliance before stamping as such and forwarding to the Authority.
- E. By approving and submitting shop drawings and samples, the Contractor represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data and that he has checked and coordinated each shop drawing and sample with the requirements of the Contract Documents.
- F. The Authority's approval of shop drawings and samples shall not relieve the Contractor of responsibility for any deviation from the requirement of the Contract Documents unless the Contractor has informed the Authority of the deviation in a separate writing at the time of submission and received written approval of the specific deviations. The Authority's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- G. No portion of the work requiring a shop drawing or sample submission shall be commenced until the appropriate submission has been approved by the Authority.
- H. Any portion of the work requiring shop drawings and samples shall be installed in accordance with the approved shop drawings and samples.
- I. Substitutions: Defined as changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by the Contractor. Substitutions will not be considered during the bidding phase, but only after the project is awarded. Note: Any product identified in the specifications with verbiage "**NO SUBSTITUTION ALLOWED**" means that this specific product is the standard of quality set by the Authority and as such "**OR EQUAL**" does not apply.

1.16 Inspection for Conformance

- A. The Authority will inspect and test the work at reasonable times at the site, unless the Authority determines to make an inspection or test at the place of production, manufacturer, or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Authority to reject the completed work.
- B. The Contractor shall furnish promptly without additional charge all facilities, labor and material reasonably needed to perform in a safe and convenient manner such inspection and test as the Authority requires.
- C. The Contractor shall, without charge, promptly correct any work the Authority finds does not conform to the Contract.
- D. If the Contractor does not promptly correct rejected work, including the work of other Contractors destroyed or damaged by removal, replacement, or correction, the Authority may: (1) correct such work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with NYS Thruway Authority's General Specifications, Section 59.
- E. The Contractor shall keep the Authority informed of the progress of his work and particularly when he intends to cover work not yet inspected or tested. All inspection and tests by the Authority shall be performed in such manner as not to unreasonably delay the work. The Contractor shall be charged with any additional cost of inspection when the work is not ready at the time specified by the Authority for inspection.
- F. Should the Authority determine at any time before acceptance of the entire work to examine work already completed by removing, uncovering, or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials to conduct such inspection, examination or test.
- G. No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents and he shall remedy all defects, paying the cost of any damage to other work resulting thereof, which shall appear within a period of one (1) year from the date of "Acceptance" by the Authority.

The "Acceptance date" shall be determined at the "Joint Inspection" when all exception items have been complete to the satisfaction of the Authority (see 1.17 below, Part C).
- H. Note all special inspections per *IBC 2015*, Section 1704 of the New York State Uniform Fire Prevention and Building Code (19 NYCRR). Notify the Code Compliance Specialist when ready for such inspections.

1.17 Closeout Procedures

- A. Detailed Inspection: The Authority will advise the Contractor of the date and time of the detailed inspection (detailed inspection occurs when the Authority determines the work to be substantially complete).
 - 1. The Contractor will have already performed the following and must provide items as listed at the start of the detailed inspection:

- a. Deliver tools, spare parts, extra material, and similar items to a location designated by the Authority.
- B. Final Inspection: The Authority will advise the Contractor of the date and time of the final inspection. A copy of the final inspection list containing all incomplete or unsatisfactory items and the time allowed to complete the work will be furnished to the Contractor. The Contractor shall complete the following at this time:
1. Complete final cleaning requirements, including touch-up painting.
 2. Touch-up and otherwise repair and restore marred exposed finishes.
 - a. General: **Provide** final cleaning. Conduct cleaning and waste removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
 - (1) Clean project site, yard and grounds in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances.
 - (2) Sweep paved areas broom clean.
 - (3) Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - (4) Remove tools, construction equipment, machinery, and surplus material from project site.
 - (5) Complete removal of temporary facilities not already removed.
 - (6) Remove debris from limited access spaces, including roofs, and similar spaces.
 - (7) Clean mirrors and glass in doors.
 - (8) Remove labels that are not permanent.
 - (9) Touch-up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored.
 - Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 3. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Authority's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from project site and dispose of lawfully.
- C. Joint Inspection: The joint inspection for physical completion and "Acceptance" will be made by the Authority accompanied by the Contractor to verify completion of the exception items listed in the final inspection list. The purpose of having the "Acceptance date" is to establish and record a date when all physical work of a Contract is completed in accordance with Contract requirements and to provide for the date of commencement of any guarantee period and a firm date in the consideration of the Liquidated Damages.
- D. Warranties: When the "Acceptance Date" has been established, the Contractor shall submit specified warranties.
1. Assemble two (2) complete sets of warranties. Identify each binder (8½" x 11"), on front and spine of each binder, with the printed title "Warranties and Bonds" and title of project. Include warranties data required in individual specification sections.

EARTHWORK

PART 1 - GENERAL

1.1 Related Documents

- A. All Work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. Contractor shall coordinate the work of this section so as to avoid delays.
- B. The Contractor shall design, furnish and install all asphalt concrete pavement necessary to restore the work site after the construction is complete.
- C. The Contractor shall be responsible for excavating all existing materials required to install the new column footings. Where holes for column footings cannot be augured, saw cutting the existing asphalt will be required before or after the excavation to form clean, straight joint for asphalt patch work to be performed by the Contractor.
- D. After the footings have been constructed, the Contractor will be responsible for backfilling and compacting all excavations to within 6 inches of finish grade with "Item 4" sub-base material as approved by the Authority.
- E. The Contractor shall have no responsibility for earth work outside the immediate building area.

1.3 Protection

- A. The Authority and Contractor shall provide complete surface protection of their respective portions of the work so as to protect both workers and the general public, and shall do so in complete accordance with local regulations.
- B. All surface drainage shall be diverted during construction in such a manner as to avoid damage to the site or any adjacent area.
- C. Storm water control plan is required to be submitted and approved prior to any construction activities beginning. The plan shall provide storm water controls as required to protect the site.

PART 2 - PRODUCTS

1.1 Materials

- A. Any fill which is to be placed directly under foundations, floor slabs, or paved areas shall be crushed gravel graded with 100 percent passing a 1½-inch sieve and not more than 5 percent passing a No. 4 sieve.

PART 3 - EXECUTION

1.1 General

- A. Excavate to lines and grades indicated on the drawings for all footings.
- B. No foundation work shall begin until the Authority has approved the excavations.
- C. No backfilling shall be done until:
 - 1. the foundations have been inspected and approved.
 - 2. the pipe bollards (door jamb guard posts) have been painted as specified in Section 09900.
- D. Compact fill material in lifts not exceeding 6 inches to 95 percent of its Proctor density.

CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 Related Documents

- A. All Work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. Work under this Section includes reinforcing steel bars, welded wire fabric and accessories for cast-in-place concrete.

1.3 Submittals

- A. Refer to Section 01000 — GENERAL NOTES for Submittal Requirements
- B. Shop Drawings: Indicate bar sizes, spacing, locations, and quantities of reinforcing steel and welded wire fabric, bending and cutting schedules, and supporting and spacing devices.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- D. Submit certified copies of mill test report of reinforcement materials analysis.

PART 2 - PRODUCTS

2.1 Reinforcement

- A. Reinforcing Steel: ASTM A615, 60 ksi yield grade; deformed billet steel bars, galvanized in accordance with ASTM A767.
- B. Welded Steel Wire Fabric: ASTM A497 Deformed Type; in flat sheets; unfinished.

2.2 Accessory Materials

- A. Tie Wire: Minimum 16 gage annealed type.
- B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.
- C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic-coated steel type; size and shape as required for Project conditions.

CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 Related Documents

- A. All Work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. Work under this section shall consist of concrete footings, cast in place floor slab and details as shown on Drawings submitted by the successful bidder.
- B. Floor slab to be minimum six (6) inches thick.

1.3 Submittals

- A. Refer to Section 01000 — GENERAL NOTES for Submittal Requirements.
- B. Material Certificate: submit certificate from concrete supplier, showing compliance with design requirements for strength.
- C. Product Data: submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures and others as requested by the Authority.
- D. Drawings: Footings/foundation plan and details shall be stamped and signed by a New York State Licensed Professional Engineer. Drawings will be reviewed and approved by the Authority.

1.4 Quality Assurance

- A. Codes and Standards: Comply with provisions of the following codes, specifications and standards, except where more stringent requirements are shown or specified:
 - 1. ACI-301, "Specifications for Structural Concrete for Buildings"
 - 2. ACI-318, "Building Code Requirements for Reinforced Concrete"
 - 3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice"
- B. Earth cuts may be used to form concealed vertical surfaces of footings. Earth forms shall be sharp and true to line and dimension.

1.5 Environmental Requirements

- A. Provide cold weather and/or hot weather protection as recommended in ACI-305 and ACI-306.
- B. Unless adequate protection is provided, concrete shall not be placed during rain, sleet or snow. Protect concrete from rainwater, maintain cement to water ratio, and protect concrete surface.
- C. All concrete shall be adequately protected after pouring to prevent damage from freezing by the use of suitable covers and adequate heating equipment. Frozen and damaged concrete must be removed and replaced at the Contractor's expense. Do not place concrete on frozen earth.

PART 2 - PRODUCTS

2.1 Concrete Material

- A. Cement shall be grey Portland Cement, Type I or II, conforming to ASTM C-150. Use same brand for all exposed work.

- B. Concrete aggregates shall conform to ASTM C-33. Fine and coarse aggregates shall be regarded as separate ingredients, and each shall conform to the appropriate grading requirements of ASTM C-33.
- C. Water shall be potable, clean and free from impurities affecting the strength of the concrete, in accordance with ACI and ASTM requirements.

2.2 Proportioning and Design of Mixes

- A. All concrete shall be of normal weight, consisting of a proportioned mixture of Portland Cement, coarse aggregate, fine aggregate and water. Concrete proportions shall be selected on the basis of trial mixes conforming to ACI 211.1.
- B. Concrete for Footings, unless otherwise noted, shall have a minimum compressive strength 3000 psi at 28 days.
- C. Concrete for cast in place floor slabs, unless otherwise noted, shall have a minimum compressive strength of 4000 psi at 28 days.
- D. All concrete, unless otherwise noted, shall be proportioned to have a slump of 3 inch minimum to 4 inch maximum. Tolerance in slump shall not exceed ACI recommendation.

Slump for concrete fill may be 6 inches maximum.

- E. Admixtures to retard or accelerate setting, to reduce water ratio or to prevent freezing shall not be used without prior approval from the Authority. No admixtures containing calcium chloride may be used.
- F. Maximum aggregate size shall conform to the following, and shall not exceed tolerances on oversize as per ASTM C-33:
 - 1. Footings, grade beams, and foundations 3/4 inch
 - 2. Concrete fill 1/2 inch
- G. Concrete for cast in place floor slabs will be Air Entrained

2.3 Concrete Production

- A. Ready-mixed concrete shall conform to ASTM C-94 and the National Ready Mix Concrete Association. Use of non-agitating trucks is not permitted.
- B. Use of re-tempered concrete is not permitted.
- C. The addition of water at the job site is permitted providing that only sufficient water is used to provide a workable mix, and that neither the design water to cement ratio nor the maximum slump is exceeded. The addition of cement at the job site to maintain the water to cement ratio is not permitted.

PART 3 - EXECUTION

3.1 Placement Of Concrete

- A. Consolidate all concrete in accordance with provisions of ACI-309.
- B. Consolidate each layer of concrete immediately after placing by use of internal concrete vibrators supplemented by hand-spading, rodding or tamping.

- C. Limit duration of vibration to time necessary to produce satisfactory consolidation without causing segregation of aggregate.

METAL FABRICATIONS

PART 1 - GENERAL

1.1 Related Documents

- A. All work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. Work under this section shall include truss connector plates, truss clips, bolts, washers and nails.

1.3 Submittals

- A. Refer to Section 01000 — GENERAL NOTES for Submittal Requirements.
- B. Submit connector plate sample and material performance data.
- C. Submit fastener data/specifications for each type to be used.

PART 2 — PRODUCTS

2.1 Materials

- A. Truss connector plates shall be galvanized steel.
- B. Fasteners shall be non-corrosive and compatible so that galvanic corrosion will not occur.

ROUGH CARPENTRY

PART 1 — GENERAL

1.1 Related Documents

- A. All Work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. This section shall cover the labor and material necessary to furnish and install the following:

Rough framing
Prefabricated wood trusses

All lumber shall be grade-marked with the American Plywood Association (APA) stamp, showing species, grade and mill number; lumber shall be kiln-dried and marked as such. For southern pine, the term "Association" refers to the Southern Pine Inspection Bureau.

1.3 Submittals

- A. Refer to Section 01000 — GENERAL NOTES for Submittal Requirements.
- B. Pressure Treated Members: Submit certificate of treatment from lumber supplier, showing sizes of members and treatment for each.
- C. Plywood: APA stamp should be visible on all plywood to verify grade.
- D. Prefabricated Wood Trusses: Submit drawings and design calculations, provided by the truss manufacturer, and stamped by an engineer licensed in the State of New York. Trusses shall be designed for loading requirements as shown in the specifications and on Drawings. Submittals must show the following:
 - 1. Space diagram with panel point loading.
 - 2. Force diagram.
 - 3. Truss configuration, showing slope and span.
 - 4. All joint details indicating connector plate size and position.
 - 5. Size and grade of lumber (to be southern pine).
 - 6. Camber to allow for dead load deflection and connector construction.
 - 7. Design calculations for truss member sizes. In no case shall members of smaller size than those shown on the drawings be used. The increase in unit stress for short-term loading shall be a maximum of 15 percent, or in accordance with State and local regulations.
 - 8. An interior metal panel ceiling will be fastened to the bottom cord of the trusses. This load will need to be calculated in the truss design.
 - 9. An insulation system will also be attached to the bottom cord of the truss in the wash bay area. "R" rating to be determined by building code.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Rough Framing and Sheathing
 - 1. Rough framing includes such lumber as joists, rafters, studs, girts, plates, furring, backing, copings, fascias, curbs, framing, grounds, sleepers, blocking, etc.
 - 2. All lumber for rough carpentry shall be construction-grade lumber, with extreme fiber stress of not less than 1,200 psi.
 - 3. Pressure Treated Members
 - a. Pressure treated members shall be kiln-dried #2 southern pine.
 - b. Pressure treatment for wood columns and any other wood members in contact with the ground shall be water-borne treatment complying with AWWA-LP-22 (CCA0.60).
 - c. Cuprinol Wood Preservative #10 (green) or approved equal, shall be applied to cut ends of all members required to be pressure-treated.
 - 4. Moisture Content: Any wood components with a nominal thickness of 2 inches or less shall have a moisture content not to exceed 19 percent when installed.
- B. Prefabricated Wood Trusses
 - 1. Materials
 - a. Trusses shall be fabricated from lumber as designated by truss manufacturer (grade and size of members).
 - b. All load bearing lumber and all components of roof trusses shall have 1,200 psi minimum working stress at 19 percent maximum moisture content.
 - c. Toothed truss connector plates shall be Gang Nail or approved equal galvanized steel.
 - d. The net area of connector plate shall not include the area within ½ inch from the edge or end of the connected member.
 - e. All other plates must carry the full design stress across the joint.
 - 2. Fabrication

- a. Trusses to be shop assembled; all wood members shall have full bearing. Plates shall be positioned as shown on approved shop Drawings and pressed into wood members so that full penetration of the teeth is obtained without crushing surfaces of wood.
- b. All connections shall be made with connectors as required to transmit the stresses fully. Connectors shall conform to Truss Plate Institute "Design Specifications for Light Metal Connected Wood Trusses-TP-166."
- c. Wood members shall be designed in accordance with National Design Specifications for wood construction by the NFPA for stress graded lumber.
- d. Trusses shall be constructed true to line and dimensions within a tolerance of 1/4" inch for length and 1/8 inch for height.
- e. All trusses to be stored at the job site in a manner to prevent warping or twisting of trusses.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Rough Framing:
 - 1. All framing shall be carefully and accurately laid out, shall be erected and secured in accordance with best building practice, and shall be of size and spacing indicated on the drawings.
- B. Roof Trusses:
 - 1. Trusses shall be erected in locations and at spacings shown on Drawings. Provide bracing as shown on Drawings and as required by truss manufacturer.
 - 2. Any trusses that are damaged during delivery or erection shall be replaced at no extra cost to the Authority.
- C. Ventilation
 - 1. Ventilation shall use a continuous vented ridge cap and continuous vented soffit on non-gable end eaves.

THERMAL INSULATION

PART 1 — GENERAL

1.1 Related Documents

- A. All work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. The work under this section shall include all materials and labor required to install a complete thermal insulation system and vapor retarder system with required sealants, joint tapes, etc.
- B. Thermal Performance: The building thermal envelope shall meet the requirements of the New York State Uniform Fire Prevention and Building Code (19 NYCRR) and its reference standards Version-2015 *and its commentaries*, and shall meet the requirements of the Energy Conservation Construction Code of New York State.

1.3 Submittals

- A. Refer to Section 01000 — GENERAL NOTES for Submittal Requirements.
- B. Submit complete manufacturer's data package of insulation types, vapor retarders, sealants joint tapes, fasteners etc. for review and approval.

1.4 Delivery, Storage, and Handling

- A. Protect insulation materials from physical damage and from deterioration due to moisture, soiling and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing and protecting during installation.

PART 2 - PRODUCTS

2.1 Insulation System and Vapor Retarders

- A. Insulation and Vapor Retarders: The manufacturer of pre-engineered building system shall provide insulation systems and vapor retarders that are designed for pre-engineered buildings and comply with the regulations of the New York State Uniform Fire Prevention and Building Code.
- B. Install insulation that is undamaged, dry, and unsoiled, and that has not been left exposed to ice, rain or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.
- E. Install building perimeter below-grade vertical insulation.

PART 3 — EXECUTION

3.1 Installation

- A. All materials shall be installed in complete accordance with manufacturer's instructions, which hereby become a part of this Specification.
- B. Install insulation that is undamaged, dry, and unsoiled, and that has not been left exposed to ice, rain or snow at any time.
- C. Extend insulation to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Provide sizes to fit applications indicated and selected from manufacturer's standard thicknesses, widths and lengths. Apply single layer of insulation units to produce thickness indicated unless multiple layers are otherwise shown or required to make up total thickness.
- E. Install building perimeter below-grade vertical insulation.

3.2 Protection

- A. Protect installed insulation and vapor retarders from damage due to harmful weather exposures, physical abuse, and other causes.

METAL SIDING

PART 1 — GENERAL

1.1 Related Documents

- A. All work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. The work under this section shall include all materials and labor required to install a complete un-insulated metal siding system consisting of metal siding panels, required trim and flashing, non-corrosive fasteners, sealants, joint tapes, etc. all attached to the frame system specified under Section 06100 — ROUGH CARPENTRY.

1.3 Submittals

- A. Refer to Section 01000 — GENERAL NOTES for Submittal Requirements.
- B. Submit complete manufacturer's data package of metal siding system components (panels, horizontal and vertical trim, flashing, non-corrosive fasteners, sealants, etc.) for review and approval.
- C. Submit manufacturer's warranty certificate for siding system.
- D. Submit manufacturer's standard color chart.
- E. Prior to furnishing and installation of new pre-finished metal siding panel system, submit samples to the Authority for review and approval.

PART 2 — PRODUCTS

2.1 Materials

- A. Siding material (29-gauge minimum, structural quality full-hard steel). Siding material shall be pre-finished, color to be selected by the Authority and shall have a Siliconized Polyester finish. Siliconized Polyester finish shall have a 40-year warranty that states finish will not peel, flake or otherwise lose adhesion, 30-year warranty that states finish color will not change more than five Delta "E" Hunter units when measured per ASTM D 2244, and a 30-year warranty that states material finish will not chalk more than a number eight rating when measured per ASTM D 4214.
- B. A pre-finished (Siliconized Polyester) trim and flashing shall be installed at all horizontal and vertical joints, as well as door openings, as needed and required. Trim and flashing shall be fabricated by the manufacturer of the siding panels. Trim and flashing color shall be the same color as the siding panels.
- C. All sheet metal flashings shall be pre-finished (Siliconized Polyester) and fabricated by the manufacturer of the siding panels.
- D. All siding system components shall be single source.
- E. Colors to match Existing Vehicle Storage Building.

PART 3 — EXECUTION

3.1 Installation

- A. All materials shall be installed in complete accordance with manufacturer's instructions, which hereby become a part of this Specification.

3.2 Guarantee

- A. The Contractor shall guarantee the installation of the siding for a period of two years on workmanship, as well as a twenty-year weather tight system warranty after substantial completion has been approved by the Authority.
- B. Finish (Siliconized Polyester) warranty as stated in Section 2.1 above.

METAL ROOFING

PART 1 — GENERAL

1.1 Related Documents

- A. All work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. The work under this section shall include all materials and labor required to install a complete un-insulated roofing system consisting of metal roofing panels, fascia, soffit, drip edge, non-corrosive fasteners, sealants, joint tapes, etc., attached to the truss frame system specified under Section 06100.
- B. For ventilation- Vented soffit on non-gable end eaves.

1.3 Submittals

- A. Refer to Section 0100 — GENERAL NOTES for Submittal Requirements.
- B. Submit complete manufacturer's data package of roof system components (Panels, Flashing, Fasteners, etc.) for review and approval.
- C. Submit manufacturer's warranty certificate for roofing system.
- D. Submit manufacturer's standard color chart.
- E. Prior to furnishing and installation of new pre-finished metal roof panels, submit samples to the Authority for review and approval.
- F. Submit complete manufacturer's data package on snow retention system, including standard color chart for review and approval.
- G. Submit letters (each letter shall be on manufacturer letterhead) from each manufacturer of the roof system and snow retention system stating that each system is approved for use together and each system's warranty' will still apply.

PART 2 — PRODUCTS

2.1 Materials

- A. Roofing material (29-gauge minimum, structural quality full-hard steel). Roofing material shall be pre-finished, color to be selected by the Authority and shall have a Siliconized Polyester finish. Siliconized Polyester finish shall have a 40-year warranty that states finish will not peel, flake or otherwise lose adhesion, 30-year warranty that states finish color will not change more than seven Delta "E" Hunter units when measured per ASTM D 2244, and a 30-year warranty that states material finish will not chalk more than a number six rating when measured per ASTM D 4214.
- B. Pre-finished (Siliconized Polyester) drip edge shall be installed at all rake and eave edges. Drip edge shall be fabricated by the manufacturer of the roof panels. Drip edge color shall be the same color as the roofing panels. Drip edge material shall be 29 gauge.
- C. Pre-finished (Siliconized Polyester) Fascia and Soffit shall be installed at all rake and eave edges. Fascia and Soffit shall be fabricated by the manufacturer of the roof panels. Fascia and Soffit color shall be the same color as the roofing panels.
- D. All sheet metal flashings shall be pre-finished (Siliconized Polyester) and fabricated by the manufacturer of the roof panels.
- E. All roofing system components shall be single source excluding the snow retention system.
- F. Continuous snow retention system shall be installed at the roof edge on both sides in order to provide adequate protection to prevent snow and ice from sliding off the metal roof panel system.
- G. Color to match existing Vehicle Storage Building.

PART 3 — EXECUTION

3.1 Installation

- A. All materials shall be installed in complete accordance with the manufacturer's instructions, which hereby become a part of this Specification.

3.2 Guarantee

- A. The Contractor shall guarantee the installation of the roof for a period of two years on workmanship, as well as a twenty-year weather tight system warranty after substantial completion has been approved by the Authority.
- B. Finish (Siliconized Polyester) warranty as stated in Section 2.1 above.

ROOF DRAINAGE SYSTEM

PART 1 — GENERAL

1.1 Related Documents

- A. All work under this section shall be performed in accordance with provisions of the Contract, approved Drawings and specifications.

1.2 Summary

- A. This Section includes sheet metal flashing and trim in the following categories:
 - 1. Roof drainage system

1.3 Performance Requirements

- A. General: Install roof drainage system to withstand wind, ice loads, structural movement, thermally induced movement and exposure to weather without failing.

1.4 Submittals

- A. Refer to Section 01000 — GENERAL NOTES for Submittal Requirements.
- B. Product data, including manufacturer's material and finish data, installation instructions and general recommendations for each specified material and fabricated product.
- C. Shop Drawings of each item specified showing layout, profiles, methods of joining and anchorage details.
- D. Samples of roof drainage system and accessory items, in the specified finish.
- E. Factory standard color chart.

1.5 Quality Assurance

- A. Installer Qualifications: Engage an experienced Installer who has completed roof drainage system work similar in material, design and extent to that indicated for this Project and with a record of successful in-service performance.

1.6 Project Conditions

- A. Coordinate work of this Section with interfacing and adjoining work for proper sequencing of each installation. Ensure best possible weather resistance, durability of work, and protection of materials and finishes.

PART 2 — PRODUCTS

2.1 Metals

- A. Aluminum: Alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated and with not less than the strength and durability of alloy and temper designated below:
 - 1. Factory-Painted Aluminum Sheet: Kynar 500 finish, ASTM B 209 (ASTM B 209M), 3003-H14, with a minimum thickness of 0.032 inch, unless otherwise indicated.
 - a. Roof-Drainage System: color as selected by the Authority from manufacturer's standard colors.

2.2 Miscellaneous Materials and Accessories

- A. Fasteners: Provide material, length and design appropriate to each application. Match finish of exposed heads with material being fastened or paint to match.
- B. Elastomeric Sealant: Generic type recommended by sheet metal manufacturer and fabricator of components being sealed.
- C. Metal Accessories: Provide sheet metal clips, straps, anchoring devices and similar accessory units as required for installation of work, matching or compatible with material being installed; non-corrosive; size and thickness required for performance.

2.3 Fabrication, General

- A. Sheet Metal Fabrication Standard: Fabricate sheet metal drainage system to comply with recommendations of SMACNA's "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal and other characteristics of the item indicated.
- B. Form exposed sheet metal work that is without excessive oil canning, buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems.
- C. Separate metal from non-compatible metal or corrosive substrates by covering concealed surfaces of contact with divorcing membrane.
- D. Conceal fasteners and expansion provisions where possible.

2.4 Sheet Metal Fabrications

- A. General: Fabricate sheet metal items in thickness or weight needed to comply with performance requirements, but not less than that listed below, for each application and metal unless otherwise approved by the Authority.
- B. Roof Drainage System: All components of the specified roof drainage system are based on products of the Metal-Era, Inc. Other roof drainage systems of equal quality and performance will be considered.
 - 1. Gutters: Seal-Tite Industrial Gutter IG-2 Version, 0.050-inch aluminum, factory fabricated end caps.
 - a. Gutter shall have a minimum 5-inch top opening, 5-inch depth, with hidden hangers and support brackets.
 - b. Fabricate in lengths of 12 feet. Avoid lengths of less than 6 feet. Provide pre-punched slotted fastener holes at 12 inches on center, maximum. Use stainless steel screws, size as recommended by the manufacturer and as approved by the Authority. Lap and rivet assembled gutter sections as recommended by the manufacturer and as approved by the Authority. Apply 6"-inch EPDM butyl tape on joints (only on interior surface of gutter).
 - c. Expansion Joints: Style 2 Gutter Expansion Joint, Free Flow Design. Expansion joint locations as indicated on drawings.
 - 2. Downspouts: Industrial closed faced downspouts, 0.040-inch aluminum, factory fabricated elbows.
 - a. Downspouts shall be a minimum 3 inches x 4 inches with wall support brackets spaced 4 foot on center. Fasteners for the wall support bracket as recommended by the manufacturer and as approved by the Authority.
 - b. Fabricate downspouts in lengths of 12 feet. Avoid lengths of less than 6 feet. Lap and rivet assembled downspout sections as recommended by the manufacturer and as approved by the Authority.
 - 3. Sealants: One part urethane sealant as recommended by the manufacturer.

2.5 Aluminum Finishes

- A. General: Comply with Aluminum Association's "Designation System for Aluminum Finishes" for finish designations and application recommendations.

PART 3 — EXECUTION

3.1 Installation

- A. General: Unless otherwise indicated, install sheet metal flashing and trim components to comply with performance requirements, manufacturer's installation instructions and SMACNA's "Architectural Sheet Metal Manual." Anchor units of work securely in place by methods indicated, providing for thermal expansion of metal units; conceal fasteners where possible, and set units true to line and level as indicated. Install work with laps, joints and seams that will be permanently watertight and weatherproof.
- B. Install exposed sheet metal work that is without excessive oil canning, buckling and tool marks, and that is true to line and levels indicated, with exposed edges folded back to form hems. Install sheet metal flashing and trim to fit substrates and to result in waterproof and weather-resistant performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
- C. Follow installation details as shown on the Drawings. Where not detailed, install in accordance with the manufacturer's instructions and as approved by the Authority.
- D. Roof Drainage System: Install drainage items fabricated from sheet metal, with straps, adhesives and anchors recommended by SMACNA's Manual or the item manufacturer, to drain roof in the most efficient manner. Coordinate roof drain flashing installation with roof drainage system installation. Roof drainage system shall be installed as required by the manufacturer, and as indicated on the drawings and as approved by the Authority.

3.2 Cleaning And Protection

- A. Clean exposed metal surfaces, removing substances that might cause corrosion of metal or deterioration of finishes.
- B. Provide protection and maintain conditions that ensure sheet metal flashing and trim work during construction is without damage or deterioration other than natural weathering at the time of Substantial Completion.

DOORS

PART 1 — GENERAL

1.1 Related Documents

- A. All Work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. Work under this section shall include furnishing and installation of two insulated garage doors and three pass doors as specified below.

1.3 Submittals

- A. Refer to Section 0100 — GENERAL NOTES for Submittal Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
- C. Shop Drawings: Indicate plans and elevations, including opening dimensions and required tolerances, connection details, anchorage spacing, hardware locations and installation details.

- D. Manufacturer's Certificates: Certify products meet or exceed specified requirements.
- E. Operation and Maintenance Data.

PART 2 — PRODUCTS

2.1 Materials

- A. Pass doors shall be 3 feet x 7 feet exterior grade swing-out units with jambs as specified below.
- B. The product listed below appears to meet our requirements. However, this listing does not constitute prior acceptance of any product, and an evaluation of bid items may be required. Competitive products that meet the Detailed Specification will be considered along with those referenced.
- C. FRP Flush Doors:
 - 1. Model: SL-17 Flush Doors with SpecLite3 FRP face sheets.
 - 2. Door Opening Size: 3 feet by 7 feet.
 - 3. Face Sheet:
 - (a) Material: SpecLite3 FRP, 0.120-inch thickness, finish color throughout.
 - (b) Protective coating: Abuse-resistant engineered surface.
 - 4. Texture: Pebble.
 - 5. Color: as selected by the Authority.
 - 6. Cutouts:
 - (a) Manufacture doors with cutouts for required vision lites.
 - (b) Factory install vision lites.
 - 7. Hardware: Factory install hardware
- D. Components: Door and frame components from the same manufacturer.
- E. Fasteners:
 - 1. Material: Aluminum, 18-8 stainless steel, or other non-corrosive metal.
 - 2. Compatibility: Compatible with items to be fastened.
 - 3. Exposed Fasteners: Screws with finish matching items to be fastened.

REFERENCE: Fiberglass Reinforced Polyester (FRP) Flush Doors

The product listed below appears to meet the Authority's requirements. However, this listing does not constitute prior acceptance of any product, and an evaluation of bid items may be required. Competitive products that meet the Detailed Specification will be considered along with those referenced.

FRP flush doors with aluminum insert frames manufactured by: Special-Lite, PO Box 6, Decatur, Michigan 49045. Toll Free 800-821-6531. Fax 800-423-7610

Web Site www.special-lite.com

2.2 Fabrication

- A. Sizes and Profiles: Required sizes for door and frame units, and profile requirements shall be as indicated.
- B. Assembly:
 - 1. Complete cutting, fitting, forming, drilling and grinding of metal before assembly.
 - 2. Remove burrs from cut edges.

C. Fit:

1. Maintain continuity of line and accurate relation of planes and angles.
2. Secure attachments and support at mechanical joints with hairline fit at contacting members.

2.3 Aluminum Door Framing Systems

A. Insert Framing System:

1. Model: SL-260 Series.
2. Insert frame as specified by manufacturer
3. Perimeter Frame Members:
 - a) Box type with 4 enclosed sides.
 - b) Factory fabricated.
 - c) Open-back framing is not acceptable.
 - d) Material: Aluminum extrusions made from prime-equivalent billet that is produced from 100% reprocessed 6063-T6 alloy recovered from industrial processes, 0.125-inch minimum wall thickness tube.
 - e) Caulk joints before assembling frame members.
 - f) Secure joints with fasteners.
 - g) Provide hairline butt joint appearance.
4. Applied Door Stops:
 - a) 0.625-inch high, with screws and weatherstripping.
 - b) Pressure gasketing for weathering seal.
 - c) Counterpunch fastener holes in door stop to preserve full-metal thickness under fastener head.
5. Hardware:
 - a) Pre-machine and reinforce insert frame members for hardware in accordance with manufacturer's standards Factory install hardware.
 - b) Factory install hardware.
6. Anchors:
 - a) Anchors of suitable type to fasten insert framing to existing frame materials.
 - b) Minimum of 5 anchors on jambs up to 7 feet, 4 inches in height, 3 anchors on headers, and 1 additional anchor for each additional foot of frame.

2.4 Hardware

- A. Pre-machine doors in accordance with templates from specified hardware manufacturer.
- B. Factory install hardware.

2.5 Vision Lites

- A. Factory Glazing: insulated tempered glass.
- B. Lites in Exterior Doors: Allow for thermal expansion.
- C. Rectangular Lites:
 1. Size: Narrow lite.
 2. Factory glazed with screw-applied aluminum stops anodized to match perimeter door rails.

2.6 Aluminum Finishes

- A. Anodized Finish: Class I finish, 0.7 mils thick

2.7 Insulated Sectional Overhead Doors

- A. Overhead doors shall be 12 feet wide x 14 feet high insulated steel units and have electric operators as specified below.

B. Insulated Steel Sectional Overhead Doors: 592 Series Thermacore® Insulated Steel Doors by Overhead Door Corporation. Units shall have the following characteristics:

1. Door Assembly: Metal/foam/metal sandwich panel construction, with PVC thermal break and ship-lap design.
 - a. Panel Thickness: 2 inches (51 mm).
 - b. Exterior Surface: Ribbed, textured.
 - f. Springs: (1) 10,000 cycles.
 - g. Insulation: CFC-free and HCFC-free polyurethane, fully encapsulated.
 - h. Thermal Values: R-value of 17.50; U-value of 0.057.
 - i. Air Infiltration: 0.08 cfm at 15 MPH; 0.08 cfm at 25 MPH.
 - j. Partial Glazing of Steel Panels: minimum 4 lites mounted in the third panel.
 - k. (1) Insulated acrylic glazing.
2. Finish and Color: Two coat baked-on polyester with white exterior and white interior color.
3. Windload Design: ANSI/DASMA 102 to meet applicable codes and standards.
4. Hardware: Galvanized steel hinges and fixtures. Ball bearing rollers with hardened steel races.
5. Weather stripping:
 - a. Bulb-type strip at bottom section.
 - b. Flexible Jamb seals.
 - c. Flexible Header seal.
6. Track: Provide track as recommended by manufacturer to suit loading required and clearances available.
7. Electric Motor Operation: Provide UL listed electric operator, size and type as recommended by manufacturer to move door in either direction at not less than 2/3 foot nor more than 1 foot per second. Operator shall meet UL325/2010 requirements for continuous monitoring of safety devices.
 - a. Entrapment Protection: Required for momentary contact, including radio control operation.
8. Photoelectric sensors monitored to meet UL 325/2010.

C. Operator Controls:

1. Push-button operated control stations with open, close and stop buttons.
2. Surface mounting.
3. Interior location.

REFERENCE: 592 Series Thermacore Insulated Steel Doors or equal

The product listed below appears to meet the Authority's requirements. However, this listing does not constitute prior acceptance of any product, and an evaluation of bid items may be required. Competitive products that meet the Detailed Specification will be considered along with those referenced.

Manufactured by: Overhead Door Corp., 2501 S. State Highway. 121, Suite 200, Lewisville, Texas 75067. ASD. Toll Free: 800-275-3290. Phone: 469-549-7100. Fax: 972-906-1499. Web Site: www.overheaddoor.com E-mail: sales@overheaddoor.com

PART 3 — EXECUTION

PART 3-A — FRP Pass Doors

3.1-A Examination

- A. Examine areas to receive doors. Notify the Authority of conditions that would adversely affect installation or subsequent use. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2-A Preparation

- A. Ensure openings to receive frames are plumb, level, square and in tolerance.

3.3-A Installation

- A. Install doors in accordance with the manufacturer's instructions.
- B. Install doors plumb, level, square, true to line and without warp or rack.
- C. Anchor frames securely in place.
- D. Separate aluminum from other metal surfaces with bituminous coatings or other means approved by the Authority.
- E. Set thresholds in bed of mastic and back seal.
- F. Install exterior doors to be weather tight in closed position.
- G. Repair minor damages to finish in accordance with the manufacturer's instructions and as approved by the Authority.
- H. Remove and replace damaged components that cannot be successfully repaired as determined by the Authority.

3.4-A Field Quality Control

- A. Manufacturer's Field Services: Manufacturer's representative shall provide technical assistance and guidance for the installation of doors.

3.5-A Adjusting

- A. Adjust doors, hinges and locksets for smooth operation without binding.

3.6-A Cleaning

- A. Clean doors promptly after installation in accordance with the manufacturer's instructions.
- B. Do not use harsh cleaning materials or methods that would damage finish.

3.7-A Protection

- A. Protect installed doors to ensure that, except for normal weathering, doors will be without damage or deterioration at time of substantial completion.
- B. Hardware: Furnish and install lockset hardware and supply two sets of keys for the main door that will accept a BEST brand core.

PART 3-B — Insulated Sectional Overhead Doors

Shall include appropriate automatic door opener.

Shall be the color white.

Reference: The product listed below appears to meet the Authority's requirements. However, this listing does not constitute prior acceptance of any product, and an evaluation of bid items may be required. Competitive products that meet the Detailed Specification will be considered along with those referenced.

Overhead Door Company Thermacure Sectional Steel Doors 592

3.1-B Examination

- A. Do not begin installation until openings have been properly prepared.
- B. Verify wall openings are ready to receive work and opening dimensions and tolerances are within specified limits.
- C. If preparation is the responsibility of another installer, notify the Authority contact of unsatisfactory preparation before proceeding.

3.2-B Preparation

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3-B Installation

- A. Install overhead doors and track in accordance with approved shop drawings and the manufacturer's printed instructions.
- B. Coordinate installation with adjacent work to ensure proper clearances and allow for maintenance.
- C. Anchor assembly to wall construction and building framing without distortion or stress.
- D. Securely brace door tracks suspended from structure. Secure tracks to structural members only.
- E. Fit and align door assembly including hardware.

3.4-B Cleaning and Adjusting

- A. Adjust door assembly to smooth operation and in full contact with weather stripping.
- B. Clean doors, frames and glass.
- C. Remove temporary labels and visible markings.

3.5-B Protection

- A. Do not permit construction traffic through overhead door openings after adjustment and cleaning.
- B. Protect installed products until completion of project.
- C. Touch-up, damaged coatings and finishes, and repair minor damage before Substantial Completion.

PAINTING

PART 1 — GENERAL

1.1 Related Documents

- A. All Work under this section shall be performed in accordance with provisions of the contract, approved drawings and specifications.

1.2 Summary

- A. Furnish all labor, materials, equipment and incidentals required for painting of exterior surfaces, where required.
- B. Painting shall include bollards, hollow metal core doors and frames. Submit manufacturer standard color charts for review and approval by the Authority.

1.3 Submittals

- A. Refer to Section 0100 — GENERAL NOTES for Submittal Requirements.
- B. Submit manufacturer's specifications and instructions for all products used.
- C. Submit manufacturer standard color charts for review and approval by the Authority for all products used.

PART 2 — PRODUCTS

2.1 Materials

- A. Painting of exterior surfaces where required
 - 1. Primer shall be exterior grade latex primer, Sherwin Williams A-100 or approved equal.
 - 2. Paint shall be exterior grade, Sherwin Williams A15 series or approved equal.
- B. Colors for all products used shall be selected by the Authority from manufacturer's standard colors to create the best possible match.

PART 3 — EXECUTION

3.1 General

- A. Refer to and follow manufacturer's instructions for surface preparation and application.

3.2 Preparation

- A. All surfaces to be painted shall be dry and clean as per manufacturers' instructions. Before painting, all surfaces shall be thoroughly cleaned of all dust, dirt, oil, grease, rust, scale and other foreign matter. The cleaning shall be done with sandpaper, steel scraper or wire brushes, as necessary.

3.3 Application

- A. General: Follow manufacturer's instructions regarding air, surface and material temperatures, other weather conditions, and time between coats and touchups or recoats.

B. Exterior/Interior Surfaces

1. Primer: one coat.
2. Paint: two coats or as recommended by the manufacturer.

Section 2.5 – Quality Assurance

a. Pre-Award Consultation:

After evaluation of bids and before formal "Notice of Award" is issued, the proposed contractor(s) may be requested to meet with the Authority Director of Purchasing at the Authority's main office, 200 Southern Boulevard, Albany, New York.

b. Inspections:

The Authority may conduct inspections of the contractor's work at any time during the life of this contract. In addition, a joint inspection by the Authority and the contractor's representative may be required to verify completion of all work in accordance with the contract requirements.

c. Testing

The vendor shall arrange that the system be tested, in the presence of Authority forces, upon completion of installation and certified to with an affidavit that the system is properly installed and operating.

Section 2.6 – Delivery (Intentionally Omitted)

Section 2.7 – Packaging (Intentionally Omitted)

Section 2.8 – Training (Intentionally Omitted)

Section 2.9 – Submittals

The bidder shall submit with its bid detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the below data may result in rejection of the bid. The Authority, however, reserves the right to request any additional information deemed necessary for the proper evaluation of bids.

Product Data:

- System Data Package: Catalog sheets, specifications, illustrations, wiring diagram, and installation instructions for each system.

ARTICLE III - Contract Specific

Section 3.1 – Quantity

The quantities listed in this IFB are as stated.

Section 3.2 – Price

Price shall be net FOB delivered destination, freight prepaid. Price FOB plant shall also be indicated and shall include loading into trucks.

Discount as stated by the bidder in Attachment 4 – Bid Submission Package will not be taken unless payment is made within 30 days.

Section 3.3 – Price Adjustments

Prices shall remain firm for the life of the contract.

Section 3.4 – Contract Term

The contract shall be prompt completion. Work to begin spring 2026.

Section 3.5 – Method of Award

The award will be made by Total Bid to the lowest responsive and responsible bidder. To be considered for an award, the Bidder must submit complete pricing for all Items, including any sub-Items within an Item.

A discount for payment in 30 days will not be considered in determining the low bidder but will be considered in deciding tie bids. A discount of less than 1% will not be considered.

Section 3.6 – Additional Procurement Rights

By submission of a bid, the Bidder acknowledges and agrees that the Authority reserves the right to:

1. Accept or reject any or all bids received in response to this IFB or withdraw any tentative awards made as a result of this Solicitation.
2. At any time, amend IFB specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders should monitor the NYS Contract Reporter and/or the Authority website for any amendments, clarifications or additional information issued, if applicable.
3. Change any of the scheduled dates stated herein as noted above in section 1.2.
4. Disqualify bids that fail to meet mandatory requirements.
5. Request any non-mandatory documents from Bidder.
6. Amend, modify, or withdraw this solicitation at any time and without notice or liability to any Bidder or other parties for expenses incurred in preparations of a bid.
7. Make an award under the IFB in whole, or in part, to one Bidder or multiple Bidders.
8. Use information obtained through site visits, management interviews and the Authority's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Authority's request for clarifying information in the course of evaluation and/or selection under this IFB.
9. Prior to the opening of the IFB, direct bidders to submit modifications to bids based on IFB amendments.
10. Clarify IFB requests/components at any time in the best interest of the Authority.
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
12. Waive any requirements that are not material.

13. Reject any bids where the Authority finds that the Bidder is non-responsible under State Finance Law §§ 139-j or 139-k or another State agency or authority has found the Bidder non-responsible under State Finance Law §§ 139-j or 139-k within the prior four (4) years.
14. Require clarification at any time during the procurement process and/or require correction of any arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's bid and/or to determine a Bidders' compliance with the requirements of the IFB.
15. Waive informalities and excuse minor irregularities contained in bid submissions. This waiver shall in no way modify the IFB or excuse a Bidder that enters into an Agreement with the Authority from full compliance with the IFB.
16. Request that Bidders clarify elements in their bids and submit revised bids that incorporate such clarifications, if necessary.
17. Negotiate Agreement terms with the Bidder(s) that best serve the interests of the Authority, consistent with IFB requirements, statutory requirements, and Authority policies and procedures.
18. Conduct contract negotiations with the next responsible bidder, should the Authority be unsuccessful in negotiating with the selected Bidder(s)/tentative awardee(s).
19. Request Best and Final Offers (BAFOs) from all Bidders that are determined to be eligible for Contract award.
20. Utilize any and all ideas submitted in the bids received.
21. Unless otherwise specified in the solicitation, every offer is firm and irrevocable for a period of 90 days from the bid opening.
22. Contact any clients on the Bidder's client list and/or references furnished as part of the bid, with the understanding that the Authority will keep such contacts confidential.
23. Utilize any internal knowledge about the Bidder obtained from prior performance under Authority contracts.

Section 3.7 – Liquidated Damages (Intentionally Omitted)

Section 3.8 – Payment

Payment will be made upon submittal by the Contractor of a properly executed voucher or a vendor invoice with one copy, provided all terms of the contract have been fulfilled to the requirements of the purchase order. All payment documents must include your Federal Tax Identification Number.

If, for any reason, a question of non-performance arises at any time during the contract period, payment in whole or in part may be withheld, against which to charge back any adjustment required.

Section 3.9 – Electronic Payment

Contractor understands and agrees that payments for invoices submitted will only be rendered electronically unless payment by paper check is expressly authorized by the Authority, in its sole discretion, due to extenuating circumstances. Contractor shall comply with the Authority's procedures to authorize electronic payments. Authorization forms are available at the Authority's website at <http://www.thruway.ny.gov/business/purchasing/epayments/index.html>, by email at suppliermgmt@thruway.ny.gov, or by telephone at (518) 436-2859. Contractor acknowledges that it will not

receive payment on any invoices submitted under this Contract if it does not comply with the Authority's electronic payment procedures, except where the Authority has expressly authorized payment by paper check as set forth above.

ARTICLE IV – Standard Clauses

Section 4.1 – Insurance

- A. The Contractor must procure prior to commencement of work under the Contract, and maintain until the Contract is completed and the Authority has accepted all work performed thereunder, insurance of the kinds and in the amounts specified herein, covering all services and operations under the Contract, whether performed by the Contractor or its subcontractors, in accordance with the following conditions:
- 1) All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor.
 - 2) All insurance required by the Contract shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Authority, with an A.M. Best rating of "A-" or better. The Authority may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Notwithstanding the foregoing, nothing herein shall be construed to require the Authority to accept insurance placed with a non-authorized carrier under any circumstances.
 - 3) All insurance required by the Contract shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.
 - 4) The Contractor shall require that any approved subcontractors carry insurance with the same limits and provisions set forth herein.
 - 5) The Contractor shall furnish the Authority with Certificate(s) of Insurance on ACORD Form 25, accompanied by the Authority Supplemental Insurance Certificate (EXHIBIT 2 – TA-W51343 (2017/11), for each insurance carrier involved. Such Certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Authority's insurance requirements set forth herein. The Contractor shall furnish the Authority with a copy of each Endorsement required herein. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board form; generally, C-105.2 for Workers Compensation and DB-120.1 for NYS Disability Benefits.
 - 6) All policies, by specific Endorsement, shall provide for written notice to the Authority no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by certified mail to the contact listed for this Invitation for Bid.
 - 7) If insurance policies utilized for Authority projects contain Deductibles or Self-Insured Retentions (SIRs), they must be declared as such with applicable levels on the Certificate(s) of Insurance and the Authority Supplemental Insurance Certificate. Insurance policies with Deductibles in excess of \$100,000 will require review and approval by the Authority. Additional security or other requirements may be imposed at the sole discretion of the Authority.
 - 8) Insurance policies with Self-Insured Retentions (SIRs) must receive prior approval by the Authority. All applications for SIR approval must be submitted to the Authority's Office of Investments and Asset Management, indicate whether the program is administered by a third party

and contain a complete description of the program. SIR programs in excess of \$100,000 must be administered by a third-party administrator and must also meet additional security requirements. The Authority at its sole discretion reserves the right to require the Contractor to provide additional collateral or to reject the use of an SIR by the Contractor. The Contractor will be solely responsible for all claims, expenses and loss payments within the retention limit.

- 9) The Contractor shall provide certified copies of all declarations pages or of the insurance policies themselves, upon request by the Authority, within twenty (20) days of such request.
 - 10) Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority's insurance requirements, or failure of the Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of the Contractor's obligation to maintain such insurance.
 - 11) Failure to maintain the required insurance, and failure to provide proof of such coverage to the Authority at its request, may, in the Authority's sole discretion, result in termination of the Contract, or in delay or stoppage of payments.
 - 12) At least two weeks prior to the expiration of any policy required by this Agreement, evidence of renewal or replacement policies of insurance with terms at least as favorable to the Authority as the required minimum amounts set forth herein. must be furnished to the Authority.
 - 13) By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect the Contractor, and such coverages and limits shall not be deemed a limitation on the Contractor's liability under the indemnities granted to the Authority under any provision of the Contract.
 - 14) The Contractor and its subcontractors shall waive all rights against the State of New York, the Authority, and their respective agents, officers, directors and employees, for recovery of damages to the extent these damages are covered by the CGL policy, Business Auto Policy, and Umbrella policy, as required.
 - 15) The Contractor shall provide a copy of the Authority's Insurance Requirements to its insurance producer(s) and insurance carrier(s).
- B. The specific types and amounts of insurance that the Contractor must provide pursuant to the Contract are as follows:

1) Workers' Compensation & NYS Disability Benefits Insurance

The Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the Workers' Compensation/Disability Benefits Law. If the Contract involves work on or near a shoreline, a U.S. Longshore and Harborworkers' Compensation Act Endorsement must be provided. The Maritime Coverage Endorsement, on an "if any" basis, shall be attached to the policy. The Contractor must provide proof of exemption, certified by the Workers' Compensation Board, to obtain a waiver from the requirements of this provision.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

1. C-105.2 – Certificate of Workers' Compensation Insurance;
2. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund; or

3. GSI-105/SI-12 – Certificate of Workers’ Compensation Self Insurance.
4. CE-200 – Certificate of Attestation of Exemption

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers’ Compensation Board:

1. DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law;
2. DB-155 – Certificate of Disability Self Insurance; or
3. CE-200 – Certificate of Attestation of Exemption.

Disability benefits coverage must also include a rider providing Paid Family Leave insurance in form and substance satisfactory to the Authority. Evidence of coverage shall be provided to the Authority and may be in the form of a Notice of Compliance provided by your insurance carrier stating that you have Paid Family Leave insurance. The Notice will include information about your carrier. If you are self-insured, you can get this notice by contacting the NYS Workers’ Compensation Board at certificates@wcb.ny.gov.

- 2) Commercial General Liability Insurance - The Contractor shall maintain Commercial General Liability (CGL), with no less than the following limits and coverages:

Each Occurrence Limit:	\$ 2,000,000
General Aggregate:	\$ 2,000,000
Products/Completed Operations Aggregate:	\$ 2,000,000
Fire Damage Legal Liability:	\$ 100,000
Medical Expense:	\$ 5,000

CGL Insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury, advertising injury and contractual liability.

The General Aggregate shall apply separately to the subject matter (Project) of the Contract, and the Contractor shall provide an appropriate Project Endorsement, using ISO Form CG 25 03 11 85 or its equivalent, to the Authority for this purpose.

Spec Writer Note: Umbrella Liability is needed only for contracts in excess of \$5Million.

- 3) Commercial Umbrella Liability Insurance - When the limits of the CGL and business automobile liability policies procured are insufficient to meet the limits specified in Section 4.1, Contractor shall procure and maintain commercial umbrella liability insurance and/or excess liability policies with limits in excess of the primary; provided, however that the total amount of insurance coverage is at least equal to the requirements set forth in Section 4.1. Such policies shall be issued on a “follow form” basis of the primary policies.

The Authority and the State of New York shall be included as additional insureds, using ISO Additional Insured Endorsement CG 20 10 04 13 and CG20 37 04 13 or an equivalent, under the CGL and Commercial Umbrella Liability policies, as required.

As noted above, all insurance required by the Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.

- 4) Business Auto Liability Insurance - The Contractor shall maintain Business Automobile coverage, with no less than a \$1,000,000 Combined Single Limit, which shall cover liability arising out of the Contractor's use of any motor vehicle, whether owned, leased, hired, or non-owned.

If the Contract involves the removal of hazardous waste or environmental exposures, pollution liability coverage equivalent to that provided under the ISO Broadened Pollution Liability Coverage for Covered Autos endorsement (CA 9948) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

Section 4.2 – Unanticipated and Emergency Requirements

This contract is intended to cover the Authority's normal anticipated requirements. However, the Authority also reserves the right to cover any unusually large or unanticipated or urgent requirements through separate bidding.

Section 4.3 – Safety

Equipment, materials and any work performed shall meet all applicable safety regulations, codes and laws including OSHA, EPA, Coast Guard and Underwriter's Laboratories guidelines.

Section 4.4 – Work Schedules

The Contractor shall coordinate with the site supervisor 48 hours before the intended start of work.

Contractor shall arrange the work schedule so that once the work begins it shall continue without interruption or delay each workday until the job is completely finished and accepted by the Authority.

Section 4.5 – Operation

a. Temporary Water

Water may be taken from existing water connections. Extreme care must be taken in its use and all precautions for shutting off water shall be observed.

b. Temporary Light and Power

Electricity for light and power is available from existing sources in the area. Contractor shall furnish any wiring, outlets, connectors, etc., as required for this work. All temporary electrical work shall comply with requirements of any local and state authorities having jurisdiction as well as the National Electrical Code. Temporary electric wiring shall not interfere with operations of the Authority and all such wiring shall be removed from the premises at the completion of the contract.

c. Temporary Sanitary Conveniences

Construction employees may use the sanitary facilities at the existing building. The Contractor shall cooperate in keeping these facilities clean at all times and shall prevent the tracking of construction materials and debris into the area.

d. First Aid

The Contractor shall provide equipment and materials as necessary for first aid service to any who may be injured during work on this project. The Contractor shall have standing arrangements for the expeditious removal and hospital treatment of any employee who may be injured or may become ill.

e. Pollution Control

Disposal of volatile fluid wastes (such as mineral spirits, oil or paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

f. Removal of Debris

Burning or burying of waste material at the job site is strictly prohibited.

g. Repair of Disturbed Areas

All disturbed areas, including storage areas, temporary roadways and ground surfaces that have been damaged during the work of this contract shall be graded to drain, and then trimmed and seeded or resurfaced in accordance with accepted practices.

h. Protection of Work Site Surroundings

The Contractor shall provide suitable protection for all personnel and property at the work site.

Section 4.6 – Licensing Forms (Intentionally Omitted)

Section 4.7 – Work Permits

All work specified herein must be done in accordance with the requirements of the local government authorities having jurisdiction in these matters. In order to prevent delays during contract work, the Contractor shall secure all necessary permits, inspections, etc. before commencing work. In addition, all official records of the granting of permits shall be turned over to the Authority at no additional cost to the Authority.

Section 4.8 – Labor and Wage Requirements

a. Article 8 – Construction/Reconstruction Work Contracts

The contract shall be executed to the provisions of Workers' Compensation Law and Article 8 of the New York State Labor Law.

The "Prevailing Rate Schedule" referred to therein is hereby incorporated and made a part of this specification. For Prevailing Wage Schedule, use the following link:

For Prevailing Wage Updates, use the following link: <https://dol.ny.gov/prevailing-wage-schedules>

Links to schedule updates appear in the table at the bottom of the web page.

The applicable Prevailing Rate Chart is PRC # 2025003605

Effective November 9, 1997, the Labor Law requires any Contractor employing laborers on a public works project for the Authority to submit payroll records to the Authority. A transcript of the original payroll record is required within 30 days of issuance and every 30 days thereafter as arranged with the purchasing officer.

All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-j](#). The required Certificate of Contactor Registration should be submitted with all eligible projects. Additional information and

instructions for registering are available on NYSDOL's website: <https://dol.ny.gov/bureau-public-work-and-prevailing-wage-enforcement>.

Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects and roadway excavations.) The law defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication. The law defines "subcontractor" as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Section 4.9 – Copyright (Intentionally Omitted)

Section 4.10 – Technical Information

The Authority maintains repair and overhaul facilities with replacement parts stocked to service the equipment it owns and operates. Therefore, all procurements under this contract shall include the same technical documentation as is available to the manufacturer's dealers and repair centers. Such information shall include, but not be limited to, the following:

- Operating instructions
- Routine maintenance instructions
- Shop repair manual(s)
- Complete parts list(s)
- Recommended spare parts list
- Manufacturers service bulletins
- Schematic drawings

Section 4.11 – Thruway Travel

Toll-free use of the Thruway will not be granted. The bid must include all costs of travel to the job site for performance of this contract, if applicable.

Section 4.12 – Toxic and Hazardous Substances (Intentionally Omitted)

Section 4.13 – Steel Sourcing

1. All purchase contracts for supplies and material or equipment involving an estimated expenditure in excess of \$50,000 shall require (with respect to materials, supplies and equipment made of, fabricated from, or containing steel components) that such steel components be produced or made in whole or substantial part in the United States, its territories or possessions. The provisions of this paragraph shall not apply to motor vehicles and automobile equipment assembled in Canada in conformity with the United States-Canadian trade agreements known as the "Automotive Products Trade Act of 1965" or any amendments thereto.
2. All contracts in excess of \$100,000 for the construction, reconstruction, alteration, repair, maintenance or improvement of works shall require that all structural steel, reinforcing steel or other major steel items to be incorporated in the work of the contract shall be produced or made in whole or substantial part in the United States, its territories or possessions.
3. However, the provisions of paragraphs 1 or 2 above shall not apply if in its discretion, the Authority determines that such provisions would result in unreasonable costs or that such steel products or steel

components cannot be produced or made in the United States in sufficient and reasonably available quantities or of satisfactory quality or design.

Section 4.14 – Compliance Requirements and Procedures

It is the policy of the Authority to comply with the provisions of Article 15-A of the New York State Executive Law, which requires that every contract over \$25,000 will afford equality of economic opportunities for minority group members and women, the facilitation of participation by Minority and/or Women-Owned Business Enterprises (“MWBEs”). The Authority shall establish separate goals for participation of MWBEs on all Authority contracts where applicable.

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business Enterprises (“SDVOBs”); thereby further integrating such businesses into New York State’s economy. The Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Authority contracts.

The Authority is further, committed to providing equal training and employment opportunities to minorities and women to participate in the Authority’s contracting and procurement processes, and by ensuring nondiscrimination in accordance with Appendix A-Standard Clauses for New York State Thruway Authority Contracts including Clause 4 – Non-Discrimination Requirements, Clause 11 - Equal Employment Opportunities for Minorities and Women, Executive Order 11246, Executive Order 177, Training Special Provisions and/or all applicable, federal, State, laws, rules, regulations and Executive Orders

General Provisions

- a. The Bidder/Contractor and/or all subcontractors shall comply with the applicable laws, rules, regulations and provisions governed by the contract, in addition to any nondiscrimination or diversity practices and provision of the contract at no additional cost to Authority.
- b. These provisions and requirements shall be included in all subcontracting contracts so that these requirements and provisions shall be binding upon all subcontractors, performing work under this contract.
- c. The Contractor/Consultant represents and warrants that, as a condition for award of the Contract, the Contractor/Consultant has submitted a Statewide Utilization Management Plan (“SUMP”) via the NYS Contract System (NYSCS) if required by Authority, which lists all proposed Subcontractors/ subconsultants including an identification of the NYS certified DBE/ MWBE/ SDVOB subcontractors/ subconsultants/ suppliers the Contractor/Consultant intends to use to perform the Work of the Contract and to achieve the DBE/MWBE/SDVOB Contract Goals established in the Contract Documents. In addition, or alternatively, Contractor/Consultant may have submitted a request for a waiver. Prior to award of the Contract, the Authority approved Contractor’s/Consultant’s plan to achieve the DBE/MWBE/SDVOB Contract Goals established in the Contract Documents (DBE/MWBE/SDVOB Utilization Plan) to the extent the Authority did not approve Contractor’s/Consultant’s request for a waiver of part or all of the DBE/MWBE/SDVOB Contract Goals. The Authority approval of the DBE/MWBE/SDVOB Utilization Plan approves a Subcontractor/Subconsultant only for the purpose of the DBE/MWBE/SDVOB Utilization Plan.

Section 4.15 – Participation Opportunities for New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises

In accordance with Article 15-A of the New York State Executive Law and Article 3 of the Veteran’ Services Law, the Authority is committed to providing meaningful participation in public procurement by certified

Minority and Women-Owned Business Enterprises (“MWBEs”) and certified Service-Disabled Veteran-Owned Business Enterprises (“SDVOBs”), thereby further integrating such businesses into New York State's economy.

The Authority recognizes the need to promote participation and inclusion of Minority and Women-Owned Business Enterprises and Service-Disabled Veteran-Owned Business Enterprises and to ensure that certified MWBEs and SDVOBs have opportunities for maximum feasible participation in the performance of Authority contracts. For the purposes of this procurement, goal(s) have been established and expressed as a percentage of the total contract/agreement amount as follows:

Minority/Women-Owned Business Enterprise – MWBEs

Minority/Women-Owned Business (MWBE) Overall Goal 30 %

Service-Disabled Veteran-Owned Business Enterprise (SDVOB)

Service-Disabled Veteran-Owned Business 6 %

Your attention is directed to the attached Exhibit 3 - New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises Goal Requirements and Procedures for Participation

Bidders/Contractors are encouraged to contact the Authority's Bureau of Compliance at compliance@thruway.ny.gov.

Section 4.16 – Equal Employment Opportunity And Removal Of Institutional Policies Or Practices That Fail To Address The Harassment And Discrimination Of Individuals

Bidder/Contractor agrees to comply with all Compliance Requirements and Procedures, in accordance with the terms and conditions of Appendix A – Standard Clauses for New York State Thruway Authority Contracts including Clause 4 – Non-Discrimination Requirements and Clause 11 - Equal Employment Opportunities for Minorities and Women.

Equal Employment Opportunities for minority group members and women (“EEO”) and related provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.

In the performance of this procurement/contract, Bidder/Contractor shall demonstrate compliance which the Work Force Diversity Requirements and Procedures Regarding Equal Employment Opportunities for Minority Group Members and Women, pursuant to 5 NYCRR § 143, Executive Order 162, Executive Order 177, and all other applicable federal, state and local laws, rules and regulations.

Contractor will be required to submit its written policies and procedures concerning harassment and discrimination to the Authority's Bureau of Compliance prior to commencement of work under this Agreement.

During the performance of this contract, the Bidder/Contractor agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.

Definitions - As used in these requirements, the following definitions will apply:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).

a. Non-Discrimination Clause

The Bidder/Contractor will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding, (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. Availability Of Contractor's Records

The Bidder/Contractor will furnish all information and reports as may be required by the Authority or by rules, regulations and orders incorporated herein by the Authority and will permit access to its books, records and accounts by the Authority's Bureau of Compliance for purposes of monitoring and investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.

c. Enforcement

In order to determine whether the Bidder/Contractor has complied with the requirements, the Authority may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Contractor. In the event the Authority finds that the Bidder/Contractor has failed to comply with these requirements, this contract may be canceled, terminated, or suspended in whole or in part or Liquidated Damages may be imposed in accordance with the procedures authorized in Section 312 of Executive Law 15-A, provisions of the contract, relevant laws and statutes as deemed appropriate by the Authority, at no cost or liability to the Authority.

In accordance with EO 177 entitled "Prohibiting State Contracts with Entities that Support Discrimination", provisions of the contract, the Bidder/Contractor may be declared ineligible for further New York State government contract and such other sanctions may be imposed and remedies invoked as deemed appropriate by the Authority by rule, regulation, or order of the Authority, or as otherwise provided by law.

d. Contractor's Responsibility Regarding Collective Bargaining Agreement

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Bidder/Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these requirements, any rules, regulations, procedures and guidelines promulgated or established pursuant to Executive Order 177.

e. Applicability To Subcontract

As per Section 312 of Executive Law 15-A the Bidder/Contractor will physically include and incorporate this document, Equal Employment Opportunity Requirements, as part of every subcontract or purchase order unless exempted by rules, regulations, or orders of the Director, pursuant to the Executive Order 8, and such requirements shall be binding upon each subcontractor, service provider, or vendor. The Bidder/Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Bidder/Contractor becomes involved in or is threatened with litigation with

a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Authority, the Bidder/Contractor may request the Authority/State of New York to enter into such litigation or dispute to protect the interests of the State of New York.

f. Equal Employment Opportunity Officer

The Bidder/Contractor will designate and make known to the Bureau of Compliance who will have the responsibility for and must be capable of effectively administering and promoting an active Bidder/Contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

g. Complaints Of Alleged Discrimination/Sexual Harassment

The Bidder/Contractor will promptly investigate all complaints of alleged discrimination/sexual harassment made to the Bidder/Contractor in connection with their obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination/sexual harassment may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Bidder/Contractor will inform every complainant of all of his or her avenues of appeal, including the New York State Division of Human Rights and Equal Employment Opportunity Commission.

The Bidder/Contractor shall inform the Bureau of Compliance (within 24 hours) in writing of any formal or informal, complaint, incident or any issue of discrimination/sexual harassment. Results of investigation must be submitted to the Bureau of Compliance within ten (10) days of the complaint.

h. Required Records

Pursuant to Executive Order 162, if awarded a Contract, Bidder/Contractor shall submit, to the Authority, a Quarterly Workforce Utilization/Gross Wages Reports for their firm and all of their Subcontractors.

The (Quarterly) EO 162 Workforce Utilization/Gross Wages Reporting are located on the Thruway website at: <http://www.thruway.ny.gov/business/purchasing/index.html> .

Workforce Utilization/Gross Wages Reports are required to be electronically submitted (Quarterly) to WorkforceUtilizationReportProcurement@newnybridge.com

i. Nondiscrimination

The Bidder/Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Bidder/Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Questions regarding compliance with Workforce Utilization/Gross Wages Reporting should be directed to the Authority's Bureau of Compliance at compliance@thruway.ny.gov.

Section 4.17 – Executive Order 22

A. GreenNY Sales Reporting

If applicable, the Authority reserves the right to request sales data from the vendor over the life of the contract. The report must include, at a minimum, details about the third-party sustainability certifications

and other environmental attributes of the products and packaging offered on this price agreement per the contract specifications.

B. Packaging Language

If applicable, the following required and encouraged attributes apply to all layers of product packaging, including:

- Primary packaging – first layer of protection that is in contact with the product
- Secondary packaging – second layer of protection that consolidates multiple product units together, such as cardboard boxes and packing materials
- Tertiary packaging – outermost layer of protection that hold multiple consolidated units together for transportation such as pallets, pallet wrap, and straps

Packaging is REQUIRED to have the following sustainability attributes:

- Pursuant to [New York State's Hazardous Packaging Law Section 37-0205](#), the vendor is prohibited from offering packaging or packaging components (inks, dyes, pigments, adhesives, stabilizers, or any other additives) with lead, cadmium, mercury, or hexavalent chromium at concentration levels exceeding 100 parts per million by weight (0.01%).
- Pursuant to [New York State's Expanded Polystyrene Foam Container and Loose Packaging Law Section 27-3003](#), the vendor is prohibited from offering polystyrene loose fill packaging.
- Packaging must not contain polyvinyl chloride (PVC).
- Plastic packaging must not be labeled with terms "biodegradable", "decomposable", "degradable", or "oxo-degradable".
- If packaging is labeled as compostable it must be certified by the [Biodegradable Products Institute](#) (BPI), [Compost Manufacturing Alliance](#) (CMA).

The vendor is ENCOURAGED to offer one or more of the following sustainability attributes:

- Bulk shipping and order consolidation
- Right-sizing packaging
- Ship products in only the manufacturer's packaging
- Packaging that is:
 - Reusable, including pallets, pallet wrap, boxes, and other types of containers
 - Free of expanded polystyrene
 - Free of per- and polyfluoroalkyl substances (PFAS)
 - Note: Items that are certified by BPI or CMA are verified PFAS-free
 - Compostable
 - Note: Compostable packaging should only be used in areas where a composting facility exists and will accept the material.
 - Recyclable (i.e., accepted by most recycling service providers in New York State)
 - Made of a single material
 - Contains a minimum of 25% post-consumer recycled content

Verification of Packaging Requirements and Additional Desirable Attributes:

At the request of the Authority, the vendor must provide verification of compliance with one or more of the minimum requirements for packaging. The Authority also reserves the right to request information documenting the packaging's desirable attributes and other environmental claims from the vendor.

Verification documentation may cover packaging for multiple products that are distributed, sold, or offered for sale by an individual vendor. The verification documentation may be submitted to the Authority, either as a hard copy or digital file. The following types of verification documentation will be accepted:

- Third-party certification

- Packaging test results
- Compliance certification or affidavit signed by the manufacturer or vendor
- Other acceptable documentation as approved by the Authority

DEFINITIONS:

- Biodegradable – The ability of a product or material to break down in the environment under normal conditions with no specified timeframe. Residues may be left behind. GreenNY specifications restrict the use of the term biodegradable on products and packaging unless the claim is verified.
- Bulk Shipping – The practice of shipping large quantities of a product in a single delivery, as opposed to receiving multiple deliveries of the product in smaller quantities. This cost-effective practice can reduce the amount of material and number of trips needed to deliver the same quantity of a product.
- Compostable – The ability of a product or material to undergo biological decomposition in a commercial or municipal compost facility and break down within a specified timeframe into carbon dioxide, water, inorganic compounds, and biomass suitable for use as a soil amendment, leaving no toxic residue. To be considered compostable per the GreenNY specifications, a product must be certified by the Biodegradable Products Institute (BPI), Compost Manufacturing Alliance (CMA), or an equivalent certifier approved by the State.
- Manufacturer's Packaging – The original packaging provided by the manufacturer. The practice of shipping materials in the manufacturer's packaging means the product is transported to the Authority without being repackaged by the vendor or distributor.
- Order Consolidation – The practice of combining multiple individual orders or shipments into a single delivery.
- Oxo-Degradable Plastics – Plastics that contain additives that allow them to fragment into small pieces when exposed to oxygen. However, the pieces may not completely break down, becoming microplastics that could contaminate the environment.
- Packaging Components – Materials or substances applied to the packaging, including inks, dyes, adhesives, pigments, stabilizers and any other additives.
- Per- and Polyfluoroalkyl Substances (PFAS) – A class of persistent fluorinated organic chemicals containing at least one fully fluorinated carbon atom. They are used to make products water-repellant, grease-resistant, and/or heat tolerant. PFAS have been found in a wide array of consumer and institutional products, including non-stick cookware, stain-resistant carpet and furniture, waterproof clothing, compostable food service ware, firefighting foam, refrigerants, artificial turf, building materials, and more.
- Post-Consumer Recycled Content (PCRC) – Material that has served its intended use and has been collected in a municipal or commercial recycling program and incorporated into new materials or products. PCRC does not include pre-consumer recycled content (also referred to as post-industrial recycled content), which is material diverted from the waste stream during the manufacturing process.
- Primary Packaging – The first layer of protection, the packaging materials that are in contact with the product such as bottles, bags, boxes, plastic inserts and other containers.
- Recyclable – A product is generally considered recyclable if it is accepted for collection by a municipal or commercial curbside recycling program or by a manufacturer or vendor takeback program.
- Right-Sized Packaging – The practice of using packaging that is appropriately sized for the product being shipped. The goal is to minimize excess space or materials while ensuring the packaging is just large enough to protect the product from damage. This cost-effective practice can reduce the amount of material used to deliver a product and can increase efficiency for shipping carriers.
- Secondary packaging – The second layer of protection, the packaging materials that consolidate multiple product units together such as cardboard boxes and void fill.
- Tertiary packaging – The outermost layer of protection, the packaging materials that hold multiple consolidated units together for transportation such as pallets, pallet wrap, and straps.
- Total Recycled Content (TRC) – The sum of post-consumer and pre-consumer recycled content.

C. Product Labeling per GreenNY Specifications

If applicable, Bidders must certify in writing that all claims made about the environmental attributes of the products and packaging they are offering are consistent with the Federal Trade Commission's (FTC's) [Guidelines for the Use of Environmental Marketing Terms](#). In addition, bidders may be required to provide documentation, at the request of the Authority, that the products and packaging they are offering meet the environmental specifications for this contract.

Over the life of the contract, the vendor must label the environmental attributes of all environmentally preferable products (EPPs) per the environmental specifications in any catalogs, marketing materials, price lists, and online ordering portal associated with this contract. Upon request of the Authority, the vendor must provide documentation that each EPP has the required third-party certification(s), minimum amount of recycled content, or other environmental attributes listed in the environmental specifications. The State of New York reserves the right to require the vendor to remove any environmental claims that are false, vague, misleading or unsubstantiated in catalogs, price sheets, websites or other marketing materials that are provided to the Authority under this contract.

D. Takeback Programs

If applicable, the vendor is encouraged to offer product and packaging takeback services for their commodity offerings. Takeback services may include those offered by the manufacturer or the vendor. When offered, the vendor should provide, at a minimum, a list of accepted products and packaging materials, estimated pricing (if applicable), and contact information.

E. Verification

If applicable, verification of Vendor Compliance with GreenNY Requirements and Documentation of Desirable Attributes and Other Environmental Claims:

At the request of the Authority, the vendor must provide verification of product and product packaging compliance with one or more of the specifications' minimum requirements. The Authority also reserves the right to request information documenting the product's and packaging's desirable attributes and other environmental claims from the vendor.

Verification documentation may cover multiple products that are distributed, sold, or offered for sale by an individual vendor. The verification documentation may be submitted to the Authority, either as a hard copy or digital file. The following types of verification documentation will be accepted:

- Third-party certification
- Product test results
- Compliance certification or affidavit signed by the manufacturer
- Other acceptable documentation as approved by the Authority

Section 4.18 – Gender-Based Violence Workplace Policy Requirement

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local

provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** The NYS Office for the Prevention of Domestic Violence (“OPDV”) is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

Bidders **must** complete and include Attachment 5 - Gender-Based Violence and the Workplace Certification with their bid submission. By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

ARTICLE V – General Information

Section 5.1 – Liability

The Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Contractor in connection with its services under the Contract. Further, it is expressly understood that the Contractor shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Contractor or the quality of goods provided under the Contract, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. However, the Contractor shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the State. The provisions of this section shall survive the expiration or termination of the Contract.

Section 5.2 – Independent Contractor

The Contractor is and shall be, in all respects, an independent contractor in performing services pursuant to the Contract. In accordance with its status as an independent contractor, the Contractor shall covenant and agree that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority, and that neither the Contractor nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers’ Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

Section 5.3 – Supplemental Agreements

Other agencies, authorities or entities of New York State government may use this contract by entering into a supplemental agreement with the Contractor at their option.

The supplemental agreement shall not alter, delete or in any other manner change the terms and conditions of this contract and must have the express written consent of the Authority’s Director of Purchasing.

Section 5.4 – General Specifications and Appendix A

The General Specifications and Appendix A are attached and apply to all Authority contracts.

Section 5.5 – Bidder Responsibility

The Authority policy provides for the award of contract to the lowest responsible and reliable bidder as will best promote the Authority's interest. The Authority may examine the conduct of potential Contractors and Subcontractors with respect to their past performance, financial standing, labor practices, ownership and affiliation and their compliance with relevant state and federal regulations. The Authority will give due consideration in the making of an award to any evidence or reliable information that the past or current record indicates, in the opinion of the Authority, a lack of responsibility of the bidder or proposed Subcontractor.

Vendor Responsibility Questionnaire:

All contracts exceeding \$100,000 require the bidder to complete the “NYS Vendor Responsibility Questionnaire”. However, the Authority may require any bidder to complete the Questionnaire upon request.

The Authority recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System and only provide a copy of the certification page to the Authority. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at: <https://onlineservices.osc.state.ny.us/Enrollment/login?0>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's IT Service Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Vendors opting to file a PDF questionnaire can obtain it from the VendRep website http://www.osc.state.ny.us/vendrep/forms_vendor.htm or the Office of the State Comptroller's Help Desk.

If required, prior to making an award the Authority will send an email to the apparent low bidder(s) with instructions to complete a Vendor Responsibility Questionnaire. The email will also instruct the vendor to advise the Authority within five (5) business days from receipt of their intention to either file online or submit a PDF copy.

Section 5.6 – New York State Tax Law

Pursuant to Section 5-a of the New York State Tax Law a contractor must file form ST-220-CA “Contractor Certification to Covered Agency” with the Authority and form ST-220-TD with the Tax Department before a contract with a value exceeding of \$100,000 may take effect. For detailed information regarding this law or to view these forms visit the Tax web site at <http://www.tax.ny.gov> or contact the Tax Department at 1-800-698-2931 for additional clarification.

Prior to making an award, the Authority will send form ST-220-CA to the apparent low bidder(s) to complete and return within five (5) business days from receipt.

Section 5.7 – Debriefing

Debriefings provide an opportunity for a bidder to discuss with the Authority the reasons why a bid was not selected for a contract award. All bidders will be sent a Notice of Contract Award (Tentative) which indicates the intended awardee(s).

A request for a debriefing must be made within fifteen (15) calendar days from the date of the Notice of Contract Award (Tentative). The debriefing must be limited to review of that bidder's offering. To request a debriefing, notify the designated contact specified in Section 1.3 above.

Section 5.8 – Grievance Policy

Any question or grievance regarding the Authority's procurement practices should first be addressed to the Chief Procurement Officer. Your concerns will be given careful consideration with every effort made to resolve the matter. A copy of the Authority's "Vendor Protest" procedure (TAP-523) can be obtained online at <http://www.thruway.ny.gov/business/purchasing/vendor-protest.html> or by contacting the Director of Purchasing at P.O. Box 189, Albany, New York 12201 0189, Attn: Vendor Protest.

Section 5.9 – Business Permits

The NYS Governor's Office of Regulatory Reform serves as a permit assistance resource for information on state permits and licenses. For information about state permits and licenses needed for any business venture, you may call 1-800-342-3464 or 518-474-8275 or visit their web site at www.nys-permits.org.

Section 5.10 – New York State Finance Law 139-J and 139-K Certifications

By submission of this bid, the bidder certifies that all information bidder has provided to the Authority with respect to State Finance Law 139-j and 139-k is complete, true and accurate.

- a. NYS Finance Law 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (form TA-W3053) (Attachment 1):

NYS Finance Law 139-k requires that bidders disclose findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of NYS Finance Law 139-j or the intentional provision of false or incomplete information to a governmental entity.

- b. Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (form TA-W2111) (Attachment 2):

NYS Finance Law 139-j requires that bidders certify that they have read, understand and agree to comply with the Authority policy Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence.

Section 5.11 – Iran Divestment Certification

By submission of this bid, 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.

Section 5.12 – New York State Finance Law §139-I

By submission of this bid proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid 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.

Section 5.13 – New York State Human Rights Law, Article 15 of the Executive Law

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, by submission of this bid proposal, 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 the aforementioned 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.

Section 5.14 – Termination of Contract

The Authority has a right to terminate the contract in the event the Authority finds the certifications made by the bidder in accordance with NYS Finance Law 139-j and 139-k were intentionally false or intentionally incomplete. This also includes the Authority's right to terminate the contract at any time in the event the bidder is non-responsible or has failed to accurately disclose vendor responsibility information.

Section 5.15 – Cancellation for Convenience by the Authority

The Authority retains the right to cancel the contract, in whole or in part, without reason provided that the Contractor is given at least sixty (60) days' notice of its intent to cancel. This provision should not be understood as waiving the Authority's right to terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision. Any such cancellation shall have no effect on existing Authority agreements, which are subject to the same 60-day discretionary cancellation for cause.

APPENDIX A

Standard Clauses

APPENDIX A

Standard Clauses For New York State Thruway Authority Contracts

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

1. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

2. COMPTROLLER APPROVAL. Where required by law, this contract may require approval of the State Comptroller and shall not be valid until it has been approved by the State Comptroller and filed in its office.

3. WORKERS’ COMPENSATION AND DISABILITY BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

4. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the State 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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with State Labor Law §220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and

available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in State Labor Law §230, then, in accordance with §239 thereof, the 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. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the 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 State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of §220 of the New York State Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

6. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on the Contractor’s behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall

participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

10. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the

Authority must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Authority; or (ii) a written agreement in excess of \$100,000 whereby the Authority is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal

employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

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

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

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law, and if such duplication or conflict exists, the Authority may waive the applicability of §312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

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

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

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

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

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

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

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

19. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the

participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
<http://www.esd.ny.gov>

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

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies that whenever the total bid amount is greater than \$1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS 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 Authority upon request; and

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

20. 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 (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

21. NON-PUBLIC PERSONAL INFORMATION. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. IRAN DIVESTMENT ACT. In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: 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 §165-a of the State Finance Law, entitled "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

For the purposes of this clause, the term "person" shall be as defined in subdivision (1)(e) of §165-a of the State Finance Law.

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

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

23. OBSERVANCE OF LAWS. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

24. NO WAIVER OF PROVISIONS. The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

25. ENTIRE AGREEMENT. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

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

27. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the Authority, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a

material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the Authority determines that such action is in the best interest of the Authority.

28. CONTRACT INVOLVING STEEL PRODUCTS. Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein.

EXHIBIT 1

Thruway Authority Guidelines Regarding Permissible
Contacts During a Procurement and
the Prohibition of Inappropriate Lobbying Influence

New York State Thruway Authority

Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

Chapter 1 of the Laws of 2005, as amended (referred to as the “Lobbying Law”), enacted major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements and procurement contracts. The Lobbying Law created two new sections in the State Finance Law: Section 139-j addresses restrictions on “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers¹ during the procurement process. In this regard, a procurement contract means a contract or agreement (including an amendment, extension, renewal or change order to an existing contract where such amendment, extension, renewal or change order is not authorized and payable under the terms of the contract) involving an estimated annual expenditure in excess of \$15,000 for a commodity, service, technology, public work or construction; purchase, sale, lease or acquisition of real property; or revenue contract.

In conformity with the Lobbying Law, during the restricted period² for an Authority procurement, an offerer may only make permissible “contacts” regarding such procurement, which means that the offerer shall contact only the Authority designated contact person(s) for that procurement. In this regard, “contact” means any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the Authority procurement. Exceptions to this rule include:

- submission of a written proposal in response to a Request for Proposals (RFP), Invitation for Bids (IFB) or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerers;
- participation in a pre-proposal or pre-bid demonstration, conference or other exchange of information open to all bidders scheduled as part of an RFP, IFB or other solicitation process;

¹ An individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Authority about a procurement during the restricted period whether or not the caller has a financial interest in the outcome of the procurement. A governmental agency or its employees that communicates with the Authority regarding a procurement in the exercise of its oversight duties shall not be considered an offerer.

² The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), or solicitation of proposals, or any other method for soliciting responses from offerers intending to result in a procurement contract with the Authority, and ending with the final contract award and approval by the Authority, and, where applicable, the State Comptroller.

- written complaints that the Authority designated contact for a procurement fails to respond in a timely manner to authorized offerer contacts;
- negotiation of procurement contract terms with the Authority following tentative award;
- contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- communications with the Authority regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney or State Comptroller;
- communications between Authority staff and offerers that solely address the determination of vendor responsibility.
- communications relating to the Authority's procurement made pursuant to State Finance Law Section 162(1) undertaken by (i) the non-profit-making agencies appointed pursuant to Section 162(6)(e) by the Commissioner of the Office of Children and Family Services, the Commission for the Blind or the Commissioner of Education, and (ii) the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in Section 162(2); provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis or bid documents, RFPs, IFBs, solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with the Authority shall not be exempt;
- complaints by a Minority and Women-owned Business Enterprise (MWBE) entity to the MWBE statewide advocate concerning the Authority's failure to comply with the requirements of Executive Law Section 315; and,
- communications between the MWBE statewide advocate and the Authority in furtherance of the MWBE statewide advocate pursuant to Executive Law Section 312-a.

An offerer shall not, under any circumstance, attempt to influence an Authority procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature and Legislative employees.

An offerer who contacts the Authority designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Authority about the procurement.

An offerer that submits a proposal, bid or other response to an Authority RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four (4) years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Authority procurement contracts will contain: a certification by the offerer that all information provided to the Authority

with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Authority to terminate the contract in the event such certification is found to be intentionally false or incomplete.

The Authority will investigate all allegations of violations of the Authority Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination shall render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Authority will notify the New York State Office of General Services of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

These Guidelines and related forms are available on the Authority's website, www.thruway.ny.gov, under Doing Business; Purchasing Services - Law, Policies and Procedures. Copies of Sections 73 and 74 of the Public Officer's Law are also available on the Joint Commission on Public Ethics website, www.jcope.ny.gov, under Laws. If you require further guidance on the Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at <https://ogs.ny.gov/acpl>, where the Lobbying Law and the Guidelines on Procurement Lobbying (Frequently Asked Questions) adopted by the Council are posted.

EXHIBIT 2

Authority Supplemental Insurance Certificate


**Thruway
Authority**
SUPPLEMENTAL INSURANCE CERTIFICATE

This form supplements ACORD 25 CERTIFICATE OF LIABILITY INSURANCE documentation as required by the NYSTA. For additional information, please contact the NYSTA's Insurance Compliance Section at (518) 436-2891.

Insured: _____

All Work under NYSTA Project/Agreement/Permit No.: _____
(If NYSTA Permit, leave blank unless Permit No. is known)

Complete/check appropriate boxes:

	Yes	No
I. Commercial General Liability (CGL) Insurance - Policy No. _____		
a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 05 09 or equivalent)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Does the CGL provide coverage for:		
1. Explosion, Collapse and Underground Hazards (XCU)?	<input type="checkbox"/>	<input type="checkbox"/>
2. Products & Completed Operations Liability?	<input type="checkbox"/>	<input type="checkbox"/>
3. Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is Cross liability in the ISO GL policy (i.e., Insured vs. Insured suits) excluded?	<input type="checkbox"/>	<input type="checkbox"/>
If "No", is Cross liability in the ISO GL policy restricted?	<input type="checkbox"/>	<input type="checkbox"/>
5. Property damage to work due to Independent contractor's (subcontractor's) operations?	<input type="checkbox"/>	<input type="checkbox"/>
c. Is the CGL policy written on ISO form CG 00 01 04 13 or an equivalent form?	<input type="checkbox"/>	<input type="checkbox"/>
II. Workers' Compensation - Policy No. _____		
a. Does Workers' Comp. apply to federally-regulated employment (i.e., Jones Act, USL&H)?	<input type="checkbox"/>	<input type="checkbox"/>
b. Is Workers' Comp. from a New York State authorized insurer?	<input type="checkbox"/>	<input type="checkbox"/>
c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?	<input type="checkbox"/>	<input type="checkbox"/>
III. Environmental Insurance (EI) (including Asbestos & Lead Abatement) - Policy No. _____		
Professional Liability Insurance (PLI) (including Errors & Omissions) - Policy No. _____		
a. Do EI defense costs reduce liability limits?	<input type="checkbox"/>	<input type="checkbox"/>
b. If EI is on a claims-made basis, what is the retroactive date? _____		
c. Do PLI defense costs reduce liability limits?	<input type="checkbox"/>	<input type="checkbox"/>
d. If PLI is on a claims-made basis, what is the retroactive date? _____		
IV. Mandatory Endorsements and Other Provisions (all policies including auto liability)		
a. Is the NYSTA listed as an Additional Insured by ISO endorsement CG 20 10 04 13 and CG 20 37 04 13 or an equivalent, under the CGL and Umbrella policies?	<input type="checkbox"/>	<input type="checkbox"/>
b. Are the Umbrella and/or Excess Liability insurance policies issued on a "stand alone" or "follow form basis" to the primary CGL, Commercial Auto and/or Employer's Liability? Identify for each policy:		
	Stand Alone	Follow Form
	<input type="checkbox"/>	<input type="checkbox"/>
Umbrella Policy No. _____	<input type="checkbox"/>	<input type="checkbox"/>
Excess Policy No. _____	<input type="checkbox"/>	<input type="checkbox"/>
c. Are all policies endorsed to provide 30 days advance notice to the NYSTA of termination/material change, except for non-payment/cancellation?	<input type="checkbox"/>	<input type="checkbox"/>
If "No", identify policies that are not endorsed: _____		
d. Do any of the policies on the attached ACORD 25 contain a Deductible (D) or Self-Insured Retention (SIR)?	<input type="checkbox"/>	<input type="checkbox"/>
If "Yes", indicate the specific policy, whether D or SIR, its amount, and whether it is on a per claim, per occurrence or aggregate basis: _____		
e. Is the Automobile Liability policy endorsed to include either ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms or ISO endorsement CA 00 12 03 06 - Truckers Coverage Forms?	<input type="checkbox"/>	<input type="checkbox"/>

This certificate is issued as a matter of information only. The information provided herein accurately describes the policies listed above; and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed above. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Signed: _____

Date: _____

Print Name: _____

☐ Insurer's Agent

Title: _____

☐ Insurance Broker

Firm Name: _____

Mailing Address: _____

Fax No.: () - _____

Email: _____

EXHIBIT 3

New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises Goal Requirements and Procedures for Participation

NEW YORK STATE CERTIFIED MINORITY/WOMEN/SERVICE DISABLED VETERAN-OWNED BUSINESS ENTERPRISES GOAL REQUIREMENTS AND PROCEDURES FOR PARTICIPATION

I. MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES (“MWBE”)

In accordance with Article 15-A of the Executive Law, including regulations promulgated thereunder, the Authority has established Minority-Owned Business Enterprise (“MBE”) and/or Women-Owned Business Enterprise (“WBE”) participation goals for this Agreement. Contractor shall facilitate MWBE participation for the scope of work to be performed under this Agreement, to satisfy the participation goals, or document good faith efforts taken to fulfill the goals in a manner prescribed by the Authority in accordance with the requirements described herein.

The Agreement’s MWBE goals are applicable to the total amount payable under the Agreement any changes made to the Agreement.

1. The Authority establishes MWBE goals for all applicable procurements. The MWBE goals for this Agreement are located in Section 4.15 of the Agreement, and under the Section of the IFB entitled “Participation Opportunities for New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises”.
2. For purposes of providing meaningful participation to certified MWBEs on this Agreement and in an effort to attain the MWBE goals identified for this Agreement, Contractor should reference the directory of MWBEs at the following internet address: ny.newnycontracts.com.
3. Contractor understands that only sums paid to MWBEs for the performance of a Commercially Useful Function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.
4. Contractor agrees to provide, upon request by the Authority, documentation and/or evidence of actions taken to demonstrate “Good Faith Efforts,” in accordance with 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the contract.

II. MWBE UTILIZATION REQUIREMENTS

This Agreement’s MWBE goals have been established by the Authority based on certified MWBE availability, job assignments, services to be performed and/or type of work to be performed under the Agreement.

In the performance of this contract, 60% of the total participation value shall be deemed to represent the Commercially Useful Function of the MWBE serving as a supplier and the mark up and/or broker’s fee shall represent the Commercially Useful Function of the MWBE serving as broker.

- A. A complete and accurate TA-W1022 Utilization Plan (Contractor) shall be submitted to compliance@thruway.ny.gov within ten (10) business days of the notice of tentative contract award. Contractor shall certify that the TA-W1022 Utilization Plan (Contractor) identifies all subcontractors to be used in the performance of the Agreement.
- B. Contractor agrees to adhere to the approved TA-W1022 Utilization Plan (Contractor) in the performance of the Agreement.
- C. Contractor further agrees that failure to submit and/or adhere to such TA-W1022 Utilization Plan (Contractor) shall constitute a material breach of the terms of this Agreement. Upon the occurrence of such a material breach, the Authority shall be entitled to any remedy provided herein, including but not limited to, a finding that Contractor is non-responsive or non-responsible.

III. REPORTING

Contractor is required to submit a monthly MWBE Contractor Compliance Payment Report through the New York State Contract System at <https://ny.newnycontracts.com>. However, Contractor may arrange to submit paper form TA-W1023 Payments (Contractor) via email to compliance@thruway.ny.gov by the 10th day following the end of each month during the term of the Contract.

IV. COMPLIANCE

Contractor will comply with any procedures and guidelines established by the Director of the Division of Minority and Women-Owned Business Enterprise (hereinafter the Director) under the authority of New York State Executive Order 8, issued August 3, 1983 (hereinafter Executive Order 8) and will comply with any rules, regulations and orders of the Director as may be promulgated pursuant to or under the authority of Executive Order 8, or other applicable law or order.

V. MWBE WAIVERS

- A. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the designated contacts at the Authority for guidance.
- B. In accordance with 5 NYCRR § 142.7, if Contractor is able to document good faith efforts to meet the goal requirements, as set forth herein, Contractor may submit a request for a partial or total waiver on Form TA-W1077 Contractor Waiver Request, accompanied by supporting documentation. Contractor may submit the request for waiver at the same time it submits its TA-W1022 Utilization Plan (Contractor).

Supporting documentation of good faith efforts shall include, but not limited to:

1. Evidence of targeted and specific outreach to MWBEs;
2. Logs, written correspondence, records of telephone contacts and other information to document responses from MWBEs to Contractor outreach;

3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Authority with MWBEs; and,
 5. Information describing specific steps undertaken by Contractor to reasonably structure the Agreement's scope of work to maximize opportunities for MWBE participation.
- C. If a request for waiver is submitted with the TA-W1022 Utilization Plan (Contractor) and is not approved by the Authority at that time, the provisions of clauses (D - H) will apply. If the documentation included with Contractor's waiver request is complete, the Authority shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- D. Contractor shall attempt to utilize, in good faith, certified MWBEs, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements may be made to the Authority, at time of bid submission, subsequent to award of the Agreement or at any time during the term of the Agreement but must be made no later than prior to the submission of a request for final payment on the Agreement.
- E. If the Authority, upon review of the TA-W1022 Utilization Plan (Contractor) and Monthly TA-W1023 Payments (Contractor) to MWBEs, determines that Contractor is failing or refusing to comply with the Agreement's MWBE goals and no waiver has been granted in regards to such non-compliance, the Authority may issue a notice of deficiency to Contractor.
- F. Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the Agreement's MWBE goals.
- G. If Contractor, after making good faith efforts, is unable to achieve the MWBE goals stated herein, Contractor may submit a request for a waiver to the Office of Compliance. Such waiver request must be supported by evidence of the good faith efforts by Contractor to achieve the maximum feasible MWBE participation towards the applicable MWBE goals. If the documentation included with the waiver request is complete, the Authority shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- H. If the Authority, upon review of TA-W1022 Utilization Plan (Contractor) and the TA-W1023 Payments (Contractor) reports as described in Section II and III, or any other relevant information, determines that Contractor is non-compliant, deficient or failing to document the good faith efforts to meet the Agreement's MWBE goals or requirements and no waiver has been issued in regards to such non-compliance, the Authority may issue a notice of deficiency to Contractor. Contractor must respond to the notice of deficiency letter within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the contract MWBE goals.

Waiver requests shall be sent to the Authority's Office of Compliance at compliance@thruway.ny.gov.

Forms are located at: <https://www.thruway.ny.gov/business/contractors/forms/index.html#dmwbe>

Questions regarding compliance with MWBE participation goal, requirements and provisions should be directed to the Authority's Office of Compliance at email address: compliance@thruway.ny.gov.

VI. NON-COMPLIANCE

- A. Where the Authority determines that Contractor is not in compliance with the requirements of this Exhibit 3 and/or other Agreement requirements, refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor may be found in breach of the Agreement, which may result in withholding of any payment, a delay in award of the contract, and/or the Authority may impose liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - 1. All sums identified for payment to MWBEs had Contractor achieved the contractual MWBE goals; and
 - 2. All sums actually paid to MWBEs for work performed or materials supplied under the contract.
- C. In the event a determination has been made by the Authority after Contractor has been afforded the process that it is due, which requires the payment of liquidated damages, Contractor shall pay such liquidated damages to the Authority within sixty (60) days after such determination or the Authority shall have the ability to withhold such amount from Contractor unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, in which event the liquidated damages shall be payable or withheld from Contractor only in the event of a determination adverse to Contractor following the complaint process.

VII. SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES (SDVOBs)

Article 3 of the Veterans' Services Law provides for meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business Enterprises ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Authority recognizes the need to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Authority 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, Contractor is required to foster participation of SDVOBs in the fulfillment of the requirements of the Agreement.

In accordance with Article 3 of the Veterans' Services Law, including regulations promulgated thereunder, the Authority has established SDVOB participation goals for this Agreement.

Contractor shall facilitate SDVOB participation for the scopes of work to be performed under this Agreement, and/or document good faith efforts taken to achieve the goals in a manner prescribed by the Authority in accordance with the requirements described herein.

VIII. SDVOB GOALS

The Agreement's SDVOB goals are applicable to the total amount payable under the Agreement and any changes made to the Agreement.

- A. The Authority establishes SDVOB goals for all applicable contracts. The SDVOB goals for this Agreement are located in Section 4.15 of the Agreement, and under the Section of the IFB entitled "Participation Opportunities For New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises".
- B. For purposes of providing meaningful participation to certified SDVOBs on this Agreement and in an effort to attain the certified SDVOB goals for this Agreement, the Contractor should reference the directory of SDVOBs at the following internet address: online.ogs.ny.gov/SDVOB/search.
- C. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Agreement (see clause XI below).

IX. SDVOB UTILIZATION PLANS

- A. In accordance with 9 NYCRR § 252.2(i), Contractor is required to submit a completed TA-W1022 Utilization Plan (Contractor). A complete and accurate TA-W1022 Utilization Plan (Contractor) shall be submitted to compliance@thruway.ny.gov within ten (10) business days of the notice of tentative contract award.
- B. The TA-W1022 Utilization Plan (Contractor) shall list the certified SDVOBs that Contractor intends to use to perform the Agreement, a description of the work that Contractor intends the SDVOB to perform to meet the goals on the Agreement, the estimated dollar amounts to be paid to a certified SDVOB, or, if not known, an estimate of the percentage of contract work the SDVOB will perform.

By signing the TA-W1022 Utilization Plan (Contractor), Contractor acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a TA-W1022 Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of the Agreement for cause, loss of eligibility to submit future bids and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the award of the Agreement and during the term of the Agreement must be reported on a revised TA-W1022 Utilization Plan (Contractor) and submitted to the Authority's Office of Compliance for approval.

- C. The Authority will review the submitted TA-W1022 Utilization Plan (Contractor) and advise Contractor of the Authority's acceptance or issue a notice of deficiency within twenty (20) days of receipt.
- D. If a notice of deficiency is issued, Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the Authority a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Authority to be inadequate, the Authority shall notify Contractor and direct Contractor to submit, within five (5) business days of notification by the Authority, a request for a partial or total waiver of SDVOB participation goals on TA-W1077 Contractor Waiver Request. Failure to file the waiver request form in a timely manner may be grounds for disqualification of the proposal.
- E. The Authority may find Contractor to be non-responsive under the following circumstances:
 - (a) If Contractor fails to submit a TA-W1022 Utilization Plan (Contractor);
 - (b) If Contractor fails to submit a written remedy to a notice of deficiency;
 - (c) If Contractor fails to submit a TA-W1077 Contractor Waiver Request; or
 - (d) If the Authority determines that Contractor has failed to document good faith efforts.
- F. Contractor certifies that it will follow the submitted TA-W1022 Utilization Plan (Contractor) for the performance of SDVOBs on the Agreement in accordance with the prescribed SDVOB compliance requirements and procedures for the SDVOB goals of the Agreement.
- G. Contractor further agrees that failure to use SDVOBs as agreed in the TA-W1022 Utilization Plan (Contractor) shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the Authority shall be entitled to any remedy provided herein, including but not limited to, a finding that Contractor is non-responsive or non-responsible.

X. SDVOB WAIVER

- A. Prior to submission of a request for a partial or total waiver, Contractor shall speak to the designated contacts at the Authority for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), if Contractor is able to document good faith efforts to meet the goal requirements, as set forth herein, Contractor may submit a request for a partial or total waiver on Form TA-W1077 Contractor Waiver Request, accompanied by supporting documentation. Contractor may submit the TA-W1077 Contractor Waiver Request at the same time it submits its TA-W1022 Utilization Plan (Contractor).

If a TA-W1077 Contractor Waiver Request is submitted with the TA-W1022 Utilization Plan (Contractor) and is not approved by the Authority at that time, the provisions of Section IX D-E will apply. If the documentation included with the Contractor's waiver request is complete, the Authority shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

- C. Contractor shall attempt to utilize, in good faith, certified SDVOBs, during the performance of the Agreement. Requests for a partial or total waiver of established goal requirements may be made to the Authority, at time of proposal submission, subsequent to award of the Agreement or at any time during the term of the Agreement but must be made no later than prior to the submission of a request for final payment on the Agreement.
- D. If the Authority, upon review of the TA-W1022 Utilization Plan (Contractor) and Monthly TA-W1023 Payments (Contractor) determines that Contractor is failing or refusing to comply with the Agreement's goals and no waiver has been granted for such non-compliance, the Authority may issue a notice of deficiency to Contractor.

Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of the contract SDVOB goals. Waiver requests shall be sent to the Authority's Office of Compliance at Compliance@thruway.ny.gov.

XI. GOOD FAITH EFFORTS

In accordance with 9 NYCRR § 252.2(n), Contractor must document its good faith efforts toward utilizing SDVOBs on the Agreement. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Contractor's solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor if any, scheduled by the Authority with certified SDVOBs which the Authority determined were capable of fulfilling the SDVOB goals set in the contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Agreement's scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

XII. MONTHLY SDVOB CONTRACTOR COMPLIANCE REPORT

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Authority during the term of the Agreement for the preceding month's activity, documenting progress made towards achieving the Agreement's SDVOB goals. This information must be submitted by Contractor, using form TA-W1023 Payments (Contractor) available on the Authority's website, reflecting the preceding month's activities. Timely, complete and accurate forms must be submitted to compliance@thruway.ny.gov, by the 10th day of each month.

XIII. BREACH OF CONTRACT AND DAMAGES

In accordance with 9 NYCRR § 252.2(s), if Contractor is found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Agreement, Contractor shall be found to have breached the Agreement and Contractor shall pay damages equivalent to the Authority's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified Service-Disabled Veteran-Owned Business Enterprise programmatic goals for the Agreement.

Questions regarding compliance with SDVOB participation goals should be directed to the Authority's Office of Compliance at 518-436-5830.

All compliance forms are available at:

<https://www.thruway.ny.gov/business/consultants/forms/index.html#dmwbe>

ATTACHMENT 1

New York State Finance Law Sections §§ 139-j and 139-k
Disclosure of Prior
Non-Responsibility Determinations



**New York State Finance Law Sections 139-j and 139-k
Disclosure of Prior Non-Responsibility Determinations**

Contract/Project/Transaction Description:

Contract # (if applicable): _____ Date: _____

Name of Offerer/Applicant: _____

Address: _____

Name and Title of Person Submitting this Form
(if different from above): _____

Has any governmental entity* made a finding of non-responsibility regarding the Offerer/Applicant in the previous four years where:

the basis for the finding of the Offerer/Applicant's non-responsibility was due to a violation of State Finance Law Section 139-j?

☐ No

☐ Yes

the basis for the finding of the Offerer/Applicant's non-responsibility was due to the intentional provision of false or incomplete information to a governmental entity?

☐ No

☐ Yes

If yes, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility (attach additional sheets if necessary):

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law Section 139-k is complete, true and accurate.

By:

Signature

Date

Name (please print)

() -
Telephone No.

Title

* A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the Public Authorities Law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the Governor or who serves as a member by virtue of holding a civil office of the State; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

For engineering agreements and construction contracts, submit this form to the Department of Engineering, 200 Southern Blvd., Albany, 12209. All other form submissions should be forwarded to the address listed on the solicitation material or application.

If you have any questions, please call the contact person listed on the solicitation material or application.

ATTACHMENT 2

Certificate of Compliance with the Authority Guidelines
Regarding Permissible Contacts During a Procurement and
the Prohibition of Inappropriate Lobbying Influence

**Thruway
Authority**200 Southern Blvd.
Albany, NY 12209**CERTIFICATE OF COMPLIANCE WITH THE AUTHORITY GUIDELINES REGARDING
PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF
INAPPROPRIATE LOBBYING INFLUENCE**

To protect the integrity and fairness of the procurement process and maintain public confidence in the Thruway Authority's (Authority) stewardship role, all Authority procurement decisions must be based on the merits of proposals, free of any inappropriate lobbying influence. Toward that end, the Authority has adopted Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335), Guidelines with which all vendors/firms/proposers must comply. A copy of these Guidelines is available in the Purchasing Services section of the Authority's website at www.thruway.ny.gov. Further, Authority funds may not be used to reimburse a vendor/firm for its outside lobbying expenses. Authority payments made under a contract cannot be used to pay outside lobbying costs and a vendor/firm is prohibited from seeking reimbursement of such costs.

Certification

The undersigned certifies that the vendor/firm/proposer has read, understands and agrees to comply with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335). Further, the undersigned certifies that the vendor/firm/proposer will not utilize Authority payments made under a contract or agreement, including an amendment, extension, renewal or change order to an existing contract, to pay outside lobbying expenses and will not seek reimbursement of such costs. The undersigned also certifies that he or she is authorized to bind the vendor/firm/proposer contractually.

Contract No.

Description

Vendor/Firm Name

Telephone No.

Print Name

Title

Signature

Date

ATTACHMENT 3

Certification Under Executive Order No. 16
Prohibiting State Agencies and Authorities from Contracting
with Businesses Conducting Business in Russia

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

ATTACHMENT 4

Bid Submission Package



**Thruway
Authority**

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

ATTACHMENT 4

BID SUBMISSION PACKAGE

IFB#:	24074-909.25 – Construction of Pole Barn for Manchester and Weedsport	Inquiries to:	Melissa Tervay Contract Management Specialist 1 Melissa.Tervay@thruway.ny.gov 518-436-2711
IFB Issue Date:	November 14, 2025		
BID DUE DATE*:	Close of Business, 12/12/2025	Site visit	Manchester – 11/25/2025- 9:00am Weedsport- 11/25/2025-10:30am
LIVE BID OPENING:	1:00 P.M., 12/15/2025		
Contract Term:	Prompt completion. Work to begin in Spring 2026.		

*Bid **MUST** be received by the Authority prior to the Bid Due Date.

INSTRUCTIONS/INFORMATION

- Place and seal your bid in an envelope. Show your return address in the upper left corner. For the full instructions and a supplied bid label, please see the attached "Instruction for Submitting a Bid" at the end of this document package.
- IF YOU ARE NOT BIDDING, please note your response below, furnish the firm name and an authorized signature, and return only this sheet in an envelope. May be emailed to the contact listed above.
 - ☐ NO BID because we cannot furnish the product/service specified. Please delete us from the list of bidders for this commodity group. (No other commodity group will be affected.)
 - ☐ NO BID for the following reason: _____

BY SUBMISSION OF THIS BID, THE BIDDER AGREES:

- Bidder's signature indicates full knowledge and acceptance of all the requirements of this IFB (to include but not be limited to the Terms and Conditions, General Specification, Appendix A, Detailed Specification and any addenda). The bidder must be an authorized individual of the bidding firm, and the firm's name must be shown below on this form.
- In accordance with State Public Authorities Law §2878, Bidder certifies, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition.
- I acknowledge and agree that this bid constitutes a firm offer for a period of NINETY (90) DAYS after the bid opening date.

Firm name		Federal Tax ID no.
Street Address		City/State/Zip
Area Code/Telephone (800 if available)	Fax	E-mail
Print Name		Title
Signature		Date

BID SUBMISSION PACKAGE

NOTE: Some letter/parcel carriers have been experiencing delays in their deliveries. Please take this into account when planning the submission of your bid.

<u>Item No.</u>	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Price</u>
ITEM 1 – One four-bay Vehicle Storage Building (VSB) at Manchester Maintenance Yard (M.P. 340.15) (as detailed in IFB Section 2.4 – Specifics)	1	Each	\$	\$
ITEM 2 – One four-bay Vehicle Storage Building (VSB) at Weedsport Maintenance Yard (as detailed in IFB Section 2.4 – Specifics)	1	Each	\$	\$

TOTAL BID (total for items 1 and 2): \$ _____

DELIVERY

The guaranteed times for prompt turn-around and delivery may be taken into consideration before an award is made.

of calendar days for guaranteed deliver after receipt: _____

Guarantee Period: _____

Manufacturer's make/model # of equipment to be installed: _____

Location of the Manufacturer's plant: _____

Name and location of subcontractor(s) (if applicable): _____

REFERENCES

List below information relative to three previous contracts of type and size similar to this solicitation:

1. Firm Name: _____

Person to Contact: _____

Street Address: _____

City & State: _____

Telephone: (_____) _____

2. Firm Name: _____
Person to Contact: _____
Street Address: _____
City & State: _____
Telephone: (_____) _____

3. Firm Name: _____
Person to Contact: _____
Street Address: _____
City & State: _____
Telephone: (_____) _____

Failure to answer the following questions will delay the evaluation of your bid and may result in rejection of your bid.

PUBLIC WORK CONTRACTOR CERTIFICATION

See IFB Sections 2.3 and 4.8 for additional information.

Are you registered with the New York State Department of Labor as a Public Work Contractor? If yes, please include a Certificate of Contactor Registration.

☐ Yes ☐ No

DISCOUNT

Bidder agrees to the following cash discount for payment within 30 days of delivery at destination and/or receipt of voucher:

_____ % 30 days

COMPLIANCE

Is this entire bid strictly in accordance with the DETAILED SPECIFICATIONS?

Yes _____ No _____

If no, explain all deviations in detail:

PRICING

Are the prices offered in this bid the same as or lower than those quoted other corporations or government agencies on similar requirements?

Yes _____ No _____

If no, explain:

MANDATORY- SITE VISIT

Did a representative from the Bidder's firm attend the mandatory site visits?

Yes _____ No _____

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPALS

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer Yes or No to one or both of the following, as applicable):

a. Has a business operation in Northern Ireland:

Yes _____ No _____

If yes,

b. Shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such Principles.

Yes _____ No _____

BIDDERS, PLEASE NOTE:

In addition to this Attachment 4 - Bid Submission Package, bidders **must** complete and submit the following forms with their bid:

ATTACHMENT 1	New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)
ATTACHMENT 2	Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)
ATTACHMENT 3	Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
ATTACHMENT 5	Gender-Based Violence and the Workplace Certification
ATTACHMENT 6	ST-220-CA Contractor Certification to Covered Agency

INSTRUCTIONS FOR SUBMITTING BIDS

1. Envelope should be addressed to:

New York State Thruway Authority
Attn: Bureau of Purchasing
200 Southern Boulevard
Albany, New York 12209

2. Return address of company sending bid should be in the upper left-hand corner on the front of the envelope.
3. Envelope should be **CLEARLY** marked under the return address with the following information.
Utilize included Bid Label below. Cut and affix to the mailing envelope:

Bid Number
Time & Date of Bid Opening
The words "**BID ENCLOSED**"

4. The Authority will not be responsible for bids that are not submitted in the above manner.

NOTE: Some letter/parcel carriers have been experiencing delays in their deliveries. Please take this into account when planning the submission of your bid.

BID SUBMISSION ENVELOPE
****BID ENCLOSED****

Bid Date: **December 12, 2025; Close of Business**

For: **24074-909.25**

ATTACHMENT 5

Gender-Based Violence and the Workplace Certification

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide a statement with their bid detailing the reasons therefor:

ATTACHMENT 6

ST-220-CA Contractor Certification to
Covered Agency

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name				For covered agency use only Contract number or description		
Contractor's principal place of business		City	State			ZIP code
Contractor's mailing address (if different than above)						Estimated contract value over the full term of contract (but not including renewals)
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)			
Contractor's telephone number		Covered agency name				\$
Covered agency address					Covered agency telephone number	

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC 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 _____, Town of _____, County of _____, State of _____; and further that:

[Mark an **X** in the appropriate box and complete the accompanying statement.]

- ☐ (If an individual): _____ he executed the foregoing instrument in his/her name and on his/her own 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 purposes 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 a _____ of _____, the partnership 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 purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- ☐ (If a limited liability company): _____ he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _____ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _____ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.