



**Thruway  
Authority**

**KATHY HOCHUL**  
Governor

**ROBERT L. MEGNA**  
Chair

**FRANK G. HOARE, ESQ.**  
Executive Director

## **INVITATION FOR BID**

### **Potassium Acetate Runway Deicer**

**IFB No: 25058-192.46**  
**Issue Date: 3/24/26**  
**Bid Due Date: 4/15/26**

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## **ATTACHMENTS:**

### **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)
- 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 Policy Certification

## ARTICLE I - Background/Administrative Matters

### Section 1.1 – Background

The New York State Thruway Authority (“Authority”) is seeking bids from contracting firms to provide an FAA approved clear liquid deicer (Potassium Acetate) for use in the helipad of the Authority.

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. Additionally, the Thruway Authority operates and maintains the Cross-Westchester Expressway. In all, the Thruway is comprised of 2840 lane miles of roadway, 819 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.

<b>Event</b>	<b>Date</b>
IFB Issuance	March 24, 2026
Deadline for submitting Written Questions	April 3, 2026
Issuance of Responses to Written Questions	April 7, 2026
Bid Due Date <sup>1</sup>	<b><u>April 15, 2026, close of business</u></b>
Live Bid Opening (via YouTube) <sup>2</sup>	<b><u>April 16, 2026 at 11:00a.m.</u></b>
Anticipated Contract Term (see Section 3.4 for more details)	June 1, 2026 through May 31, 2031

<sup>1</sup> **Bids MUST be received by the Authority prior to the Bid Due Date.**

<sup>2</sup> **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).

John Powers  
Contract management Specialist 1  
New York State Thruway Authority  
200 Southern Boulevard  
Albany, New York 12209  
[john.w.powers@thruway.ny.gov](mailto:john.w.powers@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 Jason Silvano at [Jason.Silvano@thruway.ny.gov](mailto:Jason.Silvano@thruway.ny.gov), Caitlin Cady at [Caitlin.Cady@thruway.ny.gov](mailto:Caitlin.Cady@thruway.ny.gov) or Andrew Trombley at [Andrew.Trombley@thruway.ny.gov](mailto:Andrew.Trombley@thruway.ny.gov)

### **Section 1.4 – Pre-Bid Meeting (Intentionally omitted)**

### **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 Specifications**

### **Section 2.1 – Scope of Services**

It is the intent of this specification to provide an FAA approved clear liquid deicer (Potassium Acetate) for use in the helipad of the NYS Thruway Authority.

### **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).
- Has in operation or represents a plant adequate for and devoted to the production of material which it proposes to furnish.
- Has on hand at all times substantial supplies of (product) and adequate storage and loading facilities and labor, trucks and related equipment for maintaining and furnishing (product) to meet Authority requirements.
- Has supplied the Authority with the Vendor Certified Product Data Sheet filled out in its entirety.
- Has a local representative who can be immediately contacted and can respond within 24 hours to resolve problems that may arise during this contract.

### **Section 2.3 – Minimum Qualifications (Intentionally Omitted)**

### **Section 2.4 – Specifics**

The product detailed specifications below should be interpreted as follows:

1. A stand-alone number indicates that this parameter is absolute.
2. A stated range (i.e. 10 – 20) is absolute.
3. The words minimum or maximum indicates an absolute requirement.
4. A  $\pm$  sign after the number indicates a leeway of 10% either side.

#### **ITEM 1:**

50% Potassium Acetate Liquid Runway Deicer

- SAE AMS 1435C FAA Compliant
- Freezing Point -70 °minimum
- Delivered in either 265- or 275-Gallon Totes
- Effective minimum temperatures -20F (-29C).

### **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. **Pre-Award Site Visit:**  
Before a formal "Notice of Award" is issued, representatives from the Authority may visit the (manufacturer/plant) to make a determination as to the capability of bidder to provide (product). It will be at the Authority's sole discretion to not award to a bidder if, in the Authority's opinion, adequate (supply/capability) is not apparent at the time of the site visit
- c. **Contract Sample:**  
The Authority reserves the right to take samples from the contractor's inventory.

- d. **Product suitability and liability:**  
Deviation from specifications may result in rejection of any delivery. All costs associated with rejected deliveries will be the responsibility of the contractor. Should a product be found to be contaminated with non-specified elements, and become cause for environmental concerns, that necessitate clean-up of yards, storage facilities, or roadsides, etc., the contractor shall be responsible for any, and all expenses incurred.
  
- e. **Certification:**  
An independent certified analysis showing compliance with all the requirements must be submitted with the bid.  
  
Deviation from any of the specifications may result in the rejection of the entire delivery load or loads (if from the same source) at the discretion of the Authority. All costs associated with rejected deliveries shall be borne by the contractor.
  
- f. **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.

## **Section 2.6 – Delivery**

The items specified will be delivered to the following location:

Delivery address: NYS Thruway Authority  
200 Southern Blvd.  
Albany NY 12209

Deliveries are accepted from 8:00 a.m. to 12:00 p.m. and from 12:30 p.m. to 3:00 p.m. daily, except Saturday, Sunday and holidays. The awarded Bidder is required to give 48-hour prior notice of delivery.

## **Section 2.7 – Packaging**

The finished product shall be shipped/delivered according to industry standards.

The product shall be clearly marked on the outside to show contents, quantity and the Authority's purchase order number.

For additional packaging requirements, see Section 4.17 – Executive Order 22, Paragraph B.

## **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 above 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.

# **ARTICLE III - Contract Specific**

## **Section 3.1 – Quantity**

The quantities listed in this IFB are estimated. The contract shall be for the quantity actually ordered during the contract period, with no maximum. The Authority reserves the right to increase or decrease quantities during the contract period.

### Section 3.2 – Price

Price shall be net FOB delivered destination, freight prepaid and add.

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

If Contractor indicates tariff charges on Attachment 4 – Bid Submission Package, and the Contractor is the apparent low bidder, the Contractor will be required to submit the following information related to such tariff charge(s). See Section 5.7 – Potential Impact of Federal Taxes for additional information.

1. When did the tariff go into effect?
2. How is the tariff applicable to the purchase?
3. What type of tariff is it?
4. What country is the product imported from?

### Section 3.3 – Price Adjustments

Prices shall remain firm for the first year of the contract.

On the first anniversary of the Notice of Contract award and annually thereafter, the Contractor shall have the option to request a price adjustment.

To exercise such option, the Contractor must notify the Authority's Bureau of Purchasing in writing at least 60 days prior to the Anniversary date of the Notice of Award.

Adjustments are to be made based on the following:

- **Producer Price Index**  
**Insert Index: Chemicals and allied products: Industrial Products**  
**Series ID: WPU061**  
[Bureau of Labor Statistics Data](#)

Contractor has the sole responsibility to submit to the Authority a rate adjustment request which must include a copy of the index or other supporting documentation necessary to support the request. Price adjustment will be based on actual PPI increase, or a maximum of 3%, whichever is less. Price increases shall be effective upon final approval by the Authority.

If prices for the contract are based on a discount from a specific Price List, prices will be adjusted as necessary based on the publication of new price lists, however, the discount in the original bid will remain firm.

### Section 3.4 – Contract Term

The contract term shall be 5 years commencing on June 1, 2026 and terminating on May 31, 2031.

### 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. Attachment 4 – Bid Submission Package includes designated areas for the Bidder to indicate tariff charges. Providing pricing for tariff charges is optional and should only be filled in if applicable, see Section 5.7 – Potential Impact of Federal Taxes below for additional information.

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](mailto: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](mailto: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.

- 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 (Intentionally Omitted)**

#### **Section 4.5 – Operation (Intentionally Omitted)**

#### **Section 4.6 – Licensing Forms (Intentionally Omitted)**

#### **Section 4.7 – Work Permits (Intentionally Omitted)**

#### **Section 4.8 – Labor and Wage Requirements (Intentionally Omitted)**

#### **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 (Intentionally Omitted)**

#### **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 the 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 Veterans’ Services Law, the Authority is committed to providing meaningful participation in public procurement by certified Minority and/or 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.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider certified SDVOBs in the fulfillment of the requirements of the contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For the purposes of this procurement, the Authority has determined that this solicitation does not meet the requirements for the establishment of participation goals or provide for MWBE and SDVOB subcontracting opportunities for participation as subcontractors, service providers, and suppliers to Contractor.

Nevertheless, MWBEs and SDVOBs are strongly encouraged to submit bids for this procurement. The successful Bidder/Contractor is encouraged to make every good faith effort to promote and assist in facilitating the participation of Minority/Women-Owned and Service-Disabled Veteran-Owned Business Enterprises on the contract for the provision of services and materials by searching the respective websites or visiting:

The directory of New York State Certified MWBEs at: <https://ny.newnycontracts.com>

The directory of New York State Certified SDVOBs at: <https://ogs.ny.gov/veterans/>

Bidders/Contractors are encouraged to contact the Authority's Bureau of Compliance at [compliance@thruway.ny.gov](mailto: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 his/her 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](mailto: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](mailto: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](mailto: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 his/her 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](mailto: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](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 – Potential Impact of Federal Taxes**

The Authority has adopted a modified version of the Federal Procurement Rules (48 C.F.R. 29.401-3 and 48 C.F.R. 52.229-3) as follows, if applicable.

- a) The contract is to be performed wholly or partly in the United States or its territories;

- b) After-imposed Federal tax means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.
- c) After-relieved Federal tax means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.
- d) All applicable Federal, State, and local taxes and duties means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.
- e) Contract date means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.
- f) Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.
- g) The contract price includes all applicable Federal, State, and local taxes and duties.
- h) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.
- i) The contract price shall be decreased by the amount of any after-relieved Federal tax.
- j) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Authority.
- k) The Contractor shall promptly notify the Authority of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Authority directs.

## **Section 5.8 – 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 15 calendar days from the date of the Notice of Contract Award (Tentative). The debriefing must be limited to a review of that bidder's offering. To request a debriefing, notify the designated contact specified in Section 1.3 above.

## **Section 5.9 – 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 5.10 – 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](http://www.nys-permits.org).

### **Section 5.11 – 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 5.12 – 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 5.13 – New York State Finance Law §139-l**

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 5.14 – 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, 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 5.15 – 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 5.16 – 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 for New York State Thruway Authority Contracts

**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 offerers<sup>1</sup> 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 period<sup>2</sup> 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;

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<sup>1</sup> 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.

<sup>2</sup> 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](http://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](http://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
<b>I. Commercial General Liability (CGL) Insurance - Policy No.</b> _____		
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"/>
<b>II. Workers' Compensation - Policy No.</b> _____		
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"/>
<b>III. Environmental Insurance (EI) (including Asbestos &amp; Lead Abatement) - Policy No.</b> _____		
<b>Professional Liability Insurance (PLI) (including Errors &amp; Omissions) - Policy No.</b> _____		
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? _____		
<b>IV. Mandatory Endorsements and Other Provisions (all policies including auto liability)</b>		
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:		
Umbrella Policy No. _____	Stand Alone <input type="checkbox"/>	Follow Form <input type="checkbox"/>
Excess Policy No. _____	<input type="checkbox"/>	No Policy <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 <b>either</b> ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms <b>or</b> 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: \_\_\_\_\_

## 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



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](http://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**



**ATTACHMENT 4  
BID SUBMISSION PACKAGE**

<b>IFB#:</b> 25058-192.46 – Potassium Acetate Runway Deicer	<b>Inquiries to:</b> John Powers john.w.powers@thruway.ny.gov 518.436.3088
<b>IFB Issue Date:</b> 03/24/26	
<b>BID DUE DATE*:</b> Close of Business, 04/15/26	<b>Time and date of Pre-Bid Meeting:</b> Not Applicable
<b>LIVE BID OPENING:</b> 11:00 A.M., 04/16/26	
<b>Contract Term:</b> June 1, 2026 through May 31, 2031	

\*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. 1</u>	<u>Estimated Quantities<sup>2</sup></u>	<u>Unit of Measure</u>	<u>Unit Price</u>	<u>Total Price</u>
50% Potassium Acetate Liquid Runway Deicer (as per specifications)	3,025	Gallon	\$	\$
Tariff Charge (if applicable) <sup>1</sup>		Each		

**TOTAL BID FOR ALL ITEMS:** \_\_\_\_\_

<sup>1</sup> Providing pricing for tariff charges is optional and should only be filled in if applicable, see IFB Section 5.7 – Potential Impact of Federal Taxes below for additional information.

<sup>2</sup> The quantities are estimated. The Authority reserves the right to increase or decrease quantities during the contract period.

## 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 delivery 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): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Person or persons to contact for expediting New York Thruway Authority contract orders:

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

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

Phone: \_\_\_\_\_

Toll Free Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Person or persons to contact in the event of an emergency occurring after business hours or on weekend/holidays:

Normal Business Hours (Specify M-F, Sat, Sun): \_\_\_\_\_

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

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

Phone: \_\_\_\_\_

Toll Free Phone Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**REFERENCES**

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

Reference #1

Firm Name: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Reference #2

Firm Name: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Reference #3

Firm Name: \_\_\_\_\_  
Person to Contact: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City & State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

---

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

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

**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% of 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

# 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: 4/15/26, COB  
For: 25058-192.46 Potassium Acetate  
Runway Deicer

## 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](mailto: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:

\_\_\_\_\_  
\_\_\_\_\_