

## ADDENDUM NO. 2

### IFB #25070-910.17 Electrical Preventive Maintenance

**March 31, 2026**

Notice is hereby given that the following Addendum No. 2 shall be made part of IFB #25070-910.17 issued by the Authority on February 19, 2026, as amended by Addendum No. 1 dated March 17, 2026 (“the IFB”).

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

Addendum No. 2 consists of the following additions and changes to the IFB:

**Change No. 1** – IFB cover page is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

<b>IFB No:</b>	<b>25070-910.17</b>
<b>Issue Date:</b>	<b>February 19, 2026</b>
<b>Bid Due Date:</b>	<del>April 2, 2026 at 1:00 p.m. ET</del> <u>April 9, 2026 at 1:00 p.m. ET</u>
<b>Bid Opening Date:</b>	<del>April 3, 2026 at 10:00 a.m. ET</del> <u>April 10, 2026 at 10:30 a.m. ET</u>

**Change No. 2** – IFB “Section 1.2 – Key Dates” is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

#### 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	February 19, 2026
Mandatory Pre-Bid Meeting Registration Deadline	March 2, 2026, close of business
Mandatory Pre-Bid Meeting	March 3, 2026, at 9:00 a.m. ET
Deadline for submitting Written Questions	March 20, 2026, close of business

Issuance of Responses to Written Questions	March 25, 2026
Bid Due Date <sup>1</sup>	<del>April 2, 2026 at 1:00 p.m. ET</del> <u>April 9, 2026 at 1:00 p.m. ET</u>
Live Bid Opening (via YouTube) <sup>2</sup>	<del>April 3, 2026 at 10:00 a.m. ET</del> <u>April 10, 2026 at 10:30 a.m. ET</u>
Anticipated Contract Term (see Section 3.4 for more details)	Five years from Date of Award.

<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.

**Change No. 3** – IFB “Section 2.4, subsection A: SEASONAL RESTRICTIONS” (page 8 of 34) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

**A. SEASONAL RESTRICTIONS**

This work is strictly seasonal. ~~It will take place annually during April and October.~~ Inspection in the first year of the contract will occur as soon as practicable after issuance of the Notice of Contract Award, and in October. It will take place annually thereafter during April and October.

**Change No. 4** – IFB “Bid Submission Package” cover page is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

**ATTACHMENT 4  
BID SUBMISSION PACKAGE**

<b>IFB#:</b>	25070-910.17 Electrical Preventive Maintenance	<b>Inquiries to:</b>	Jeremy Staie jeremy.staie@thruway.ny.gov 518-436-2753
<b>IFB Issue Date:</b>	February 19, 2026		
<b>BID DUE DATE*:</b>	<del>4:00 p.m. ET, April 2, 2026</del> <u>1:00 p.m. ET, April 9, 2026</u>	<b>Time and Date of Mandatory Pre-Bid Meeting</b>	March 3, 2026 at 9:00 a.m. ET
<b>LIVE BID OPENING:</b>	<del>10:00 a.m. ET, April 3, 2026</del> <u>10:30 a.m. ET, April 10, 2026</u>		
<b>Contract Term:</b>	Five Years from Date of Award.		

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

-END OF CHANGES-

# ADDENDUM NO. 2

## BIDDER ACKNOWLEDGEMENT FORM

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

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

Envelope should be addressed to:

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

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

**Bid number 25070-910.17, Addendum No. 2**

Keep a copy for your records.

The following must be completed and signed by an authorized person from the firm or corporation:

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

## Authority Responses to Written Questions

### IFB #25070-910.17 Electrical Preventive Maintenance

March 30, 2026

On February 19, 2026, the New York State Thruway Authority (“Authority”) issued an Invitation for Bid (IFB) #25070-910.17 for Electrical Preventive Maintenance. Pursuant to Addendum No. 1 to the IFB, issued on March 17, 2026, all prospective Bidders were given an opportunity to submit written questions concerning this IFB to the Authority by March 20, 2026, close of business.

The Authority received the following questions and is providing the following responses in accordance with the IFB.

<u>Question #</u>	<u>Bidder Question</u>	<u>Authority Response</u>
1	The IFB indicates that inspection and maintenance activities are to be performed annually in April and October. Could you please confirm the allowable working hours during these periods, any planned shutdown schedules, and whether there are operational restrictions that may impact the work schedule (e.g., time windows, off-hours, or weekend work)?	Work hours are 7:00 a.m. to 3:00 p.m. Monday – Friday. All Federal and State holidays are observed. The annual 2026 inspection will be held in May and October, due to the expectation that contract finalization will not occur until late April. Subsequent years of the contract will have annual inspections conducted in April and October as stated in the Detailed Specifications.
2	Attachment 2 – the Inspection and Maintenance Schedule and Lubrication Schedule (referenced on Page 8 of the IFB) does not appear to have been included in the issued documents. Could you please provide this attachment, along with the associated equipment list or drawings if available?	Addendum No. 1 was issued on March 17, 2026 and contained the omitted “Inspection and Maintenance Schedule & Lubrication Schedule,” renamed as “Attachment 7.”
3	Section 2.3 of the IFB states that contractor and/or subcontractor personnel performing work under this contract must obtain and possess at least one of the listed credentials (TWIC or SWAC). Could you please clarify whether these credentials are required at the time of bid submission, or whether they may be obtained after contract award and prior to commencement of work?	Either TWIC or SWAC is required prior to contract award.

4	Are there any additional site-specific safety training, background checks, or escort requirements beyond the TWIC/SWAC credentials?	Authority Bridge employees will escort Contractor's staff. A two-week notice is needed to schedule this, per contract Section 3.5, page 16. A safety briefing will be conducted each morning prior to the commencement of work. Additional information is provided in IFB Section 4.3 – Safety and Section 4.4 – Work Schedules.
5	Section 3.5 states that "Time is of the essence." Could you please clarify the expected response time for emergency or urgent service requests under this contract?	The time is of the essence clause is related to bid evaluations and contract award. The Authority will take bidders' guaranteed completion time indicated on the Bid Submission Package into consideration before a contract is awarded.
6	Section 2.4 Item 1: Inspection states that "The Authority will arrange and pay for any related power shutdowns, disconnects, and reconnects." Do either of the serving utilities (Con Edison or Orange & Rockland) require any additional inspections, certifications, or approvals prior to re-energization? If so, please confirm whether these requirements will be arranged and paid for by the Authority.	Both utilities require scheduling and coordination beforehand. Per the Detailed Specifications, the Authority will arrange and pay for any related power shutdowns, disconnects, and reconnects. Con Edison requires their staff to be on site for any switching.
7	Could you please confirm whether switching operations will be performed by the Authority or by the contractor?	The Authority will conduct switching operations for the Rockland location. Con Edison will conduct switching operations for the Westchester location.
8	Section 2.4 Item 1: Inspection states that "one inspection/test per year, or as indicated by attachment." Could you please clarify whether the inspection schedule follows a three-year preventive maintenance cycle (with different equipment inspected each year), or if all equipment is inspected annually?	All equipment will be inspected annually.
9	Are the SF <sub>6</sub> switches located on the bridge included within the scope of inspection and maintenance services under this contract?	Yes, they are included.
10	Could the previous inspection reports or maintenance records, if available, be provided to assist in evaluating the current equipment condition and developing an accurate proposal?	More information will be provided to the selected vendor. These documents are not available at this time.

## ADDENDUM NO. 1

### IFB #25070-910.17 Electrical Preventive Maintenance

March 17, 2026

Notice is hereby given that the following Addendum No. 1 shall be made part of IFB #25070-910.17 issued by the Authority on February 19, 2026, (“the IFB”).

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

Addendum No. 1 consists of the following additions and changes to the IFB:

**Change No. 1** – IFB cover page is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

IFB No:	<b>25070-910.17</b>
Issue Date:	<b>February 19, 2026</b>
Bid Due Date:	<del>March 18, 2026 at 1:00 p.m. ET</del> <b><u>April 2, 2026 at 1:00 p.m. ET</u></b>
Bid Opening Date:	<del>March 19, 2026 at 10:00 a.m. ET</del> <b><u>April 3, 2026 at 10:00 a.m. ET</u></b>

**Change No. 2** – IFB “Attachments” (page 4 of 34) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

### ATTACHMENTS:

#### GENERAL SPECIFICATION

<b>APPENDIX A</b>	Standard Clauses
<b>APPENDIX E</b>	Cybersecurity Requirements
<b>APPENDIX F</b>	Employee Screening Requirements
<b>EXHIBIT 1</b>	Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
<b>EXHIBIT 2</b>	Authority Supplemental Insurance Certificate (TA-W51343)
<b>EXHIBIT 3</b>	New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises Goal Requirements And Procedures For Participation

- ATTACHMENT 1** New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)
- ATTACHMENT 2** Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)
- ATTACHMENT 3** Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- ATTACHMENT 4** Bid Submission Package
- ATTACHMENT 5** Gender-Based Violence and the Workplace Certification
- ATTACHMENT 6** ST-220 CA Contractor Certification to Covered Agency
- ATTACHMENT 7** Inspection and Maintenance Schedule & Lubrication Schedule (For reference)

**Change No. 3** – IFB “Section 1.2 – Key Dates” is hereby revised to read as follows. Material to be deleted is in ~~strike through~~, material to be added is underscored.

**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><u>Event</u></b>	<b><u>Date</u></b>
IFB Issuance	February 19, 2026
Mandatory Pre-Bid Meeting Registration Deadline	March 2, 2026, close of business
Mandatory Pre-Bid Meeting	March 3, 2026 at 9:00 a.m. ET
Deadline for submitting Written Questions	<del>March 5, 2026, close of business</del> <u>March 20, 2026, close of business</u>
Issuance of Responses to Written Questions	<del>March 10, 2026</del> <u>March 25, 2026</u>
Bid Due Date <sup>1</sup>	<del>March 18, 2026 at 1:00 p.m. ET</del> <u>April 2, 2026 at 1:00 p.m. ET</u>
Live Bid Opening (via YouTube) <sup>2</sup>	<del>March 19, 2026 at 10:00 a.m. ET</del> <u>April 3, 2026 at 10:00 a.m. ET</u>
Anticipated Contract Term (see Section 3.4 for more details)	Five years from Date of Award.

<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.**

**Change No. 4** – IFB Section 2.4 Specifics - “ITEM 1: INSPECTION” (page 8 of 34) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

Annual Inspection, Maintenance, and Lubrication

Locations of the equipment are as follows. Component areas include, but are not limited to:

- Tarrytown electrical distribution equipment.
- Nyack electrical distribution equipment.
- Electrical substations located as listed on the GMMCB:
  1. Pier 12 Westbound (Northbound) and Eastbound (Southbound) 13.2kV to 300kVa substations.
  2. Pier 22 Westbound (Northbound) and Eastbound (Southbound) 13.2kV to 300kVa substations.
  3. Pier 33 Westbound (Northbound) and Eastbound (Southbound) 13.2kV to 500kVa substations.

Under this program, the contractor shall perform and document one inspection/test per year, or as indicated in the Inspection and Maintenance Schedule and the Lubrication Schedule (~~Attachment 2~~) (Attachment 7). The Authority will arrange and pay for any related power shutdowns, disconnects and reconnects.

The Authority will provide for any and all traffic control necessary.

After completing the inspection, the contractor must produce an engineering report documenting all findings and recommending additional work (preventive maintenance, repairs, and overhauls) as deemed necessary.

**Note also that this contract does not provide for price adjustments (Section 3.3). The contract pricing shall remain firm for the duration of the contract.**

**Change No. 5** – IFB “Section 2.4 Specifics, Subsection H: MEDIUM VOLTAGE METAL-CLAD AND ENCLOSED SWITCHGEAR MAINTENANCE, INSPECTION, AND LUBRICATION” (numbers 1 through 8, pages 11 of 34 and 12 of 34) is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

1. Switchgear Equipment – Medium Voltage
  - Perform inspection, maintenance, and lubrication per ~~the attached EATON schedule appendix.~~ Attachment 7.
2. Transformers, Substation Type – Medium Voltage
  - All transformers located in the area of the Tarrytown Electrical Distribution Room (EDR), Rockland County EDR, and GMMCB that are owned by the Authority and are part of the equipment listed in this IFB.
3. Switchgear Equipment and Breakers – Low Voltage
  - Perform inspection, maintenance, and lubrication per ~~the attached EATON schedule appendix.~~ Attachment 7.

#### 4. Switchboards and Molded Case Breaker

- Perform inspection, maintenance, and lubrication per ~~the attached EATON schedule appendix.~~ Attachment 7.

#### 5. Lighting and Distribution Panel Boards – Low Voltage

- Perform inspection, maintenance, and lubrication per ~~the attached EATON schedule appendix.~~ Attachment 7.

#### 6. Safety Switches

- Perform inspection, maintenance, and lubrication per ~~the attached EATON schedule appendix.~~ Attachment 7.

#### 7. System Ground

- Depending on size of grounding system, use appropriate methods (fall of potential, slope, intersection) to measure the ohmic value of ground system to earth.
- Verify all equipment ground terminations with respect to prime point used.

#### 8. Supervisory Control and Data Acquisition System (SCADA)

- SCADA information is Confidential and not to be shared.
- Support the configuration of the existing configuration.
- Provide the Authority access to SCADA system information past and present.
- Provide Authority monitoring access for multiple users at the Authority's discretion.
- Meet and comply with the Authority's External Network Agreements.

#### SCADA System Hardware and Software

- ECPS Hardware and Software Points List
- The data to be collected from each SEL relay for SCADA communication and the external SCADA interface are identified on the points list and included in ~~the appendix.~~ Attachment 7.

**Change No. 6** – The “Inspection and Maintenance Schedule & Lubrication Schedule” documentation (“Attachment 7”) is hereby added to the IFB document and immediately follows the Addendum 1 Bidder Acknowledgement Form.

**Change No. 7** – IFB “Bid Submission Package” cover page is hereby revised to read as follows. Material to be deleted is in ~~strikethrough~~, material to be added is underscored.

**ATTACHMENT 4  
BID SUBMISSION PACKAGE**

<b>IFB#:</b>	25070-910.17 Electrical Preventive Maintenance	<b>Inquiries to:</b>	Jeremy Staie jeremy.staie@thruway.ny.gov 518-436-2753
<b>IFB Issue Date:</b>	February 19, 2026		
<b>BID DUE DATE*:</b>	<del>4:00 p.m. ET, March 18, 2026</del> <u>1:00 p.m. ET, April 2, 2026</u>	<b>Time and Date of Mandatory Pre- Bid Meeting</b>	March 3, 2026 at 9:00 a.m. ET
<b>LIVE BID OPENING:</b>	<del>10:00 a.m. ET, March 19, 2026</del> <u>10:00 a.m. ET, April 3, 2026</u>		
<b>Contract Term:</b>	Five Years from Date of Award.		

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

-END OF CHANGES-

# ADDENDUM NO. 1

## BIDDER ACKNOWLEDGEMENT FORM

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

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

Envelope should be addressed to:

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

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

**Bid number 25070-910.17, Addendum No. 1**

Keep a copy for your records.

The following must be completed and signed by an authorized person from the firm or corporation:

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

# ATTACHMENT 7

Inspection and Maintenance

Schedule & Lubrication

Schedule



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**Tappan Zee Bridge**

## Appendix

Inspection and Maintenance Schedule

Lubrication Schedule

Refer to separate submittals for applicable O&M's:

OM-680-13-G-01124 - Bridge USUB O&M

OM-680-13-G-01125 - Tarrytown EDR O&M

OM-680-13-G-01266 - Nyack EDR O&M

01126 - OM-680-13-G-01126 - Panelboards, XFMRs,  
& Safety Switches O&M



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**Section Table of Contents**  
**Appendix**

1.0 Appendix

Section Table of Contents

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- 1.1.1 MVA Inspection and Maintenance Schedule
- 1.1.2 MVA Lubrication Schedule
- 1.1.3 MVS Inspection and Maintenance Schedule
- 1.1.4 MVS Lubrication Schedule
- 1.1.5 Unit Substation Transformer Inspection and Maintenance Schedule
- 1.1.6 Unit Substation Transformer Lubrication Schedule
- 1.1.7 Switchboard Inspection and Maintenance Schedule
- 1.1.8 Switchboard Lubrication Schedule
- 1.1.9 Panelboard Inspection and Maintenance Schedule
- 1.1.10 Panelboard Lubrication Schedule
- 1.1.11 Dry Type Transformer Inspection and Maintenance Schedule
- 1.1.12 Dry Type Transformer Lubrication Schedule
- 1.1.13 Safety Switches Inspection and Maintenance Schedule
- 1.1.14 Safety Switches Lubrication Schedule



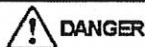
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## **Instruction Data**

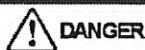


## MEDIUM VOLTAGE METAL-CLAD SWITCHGEAR

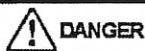
### Inspection and Maintenance Schedule Template



Applicable instruction manual(s) should be read in entirety before performing maintenance and/or inspections on any equipment. Please follow any safety precautions outlined in these manuals.



When inspecting, repairing, and performing maintenance on switchgear, the fact that dangerous voltages may exist must be kept in mind. Precautions must be taken to insure that personnel do not come in contact with energized high voltage parts.



**FAILURE TO DO SO COULD RESULT IN DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE**

Some Common General Precautions for High-Voltage Work Are:

1. All connections should be considered energized until the crew expecting to work on them is assured that the circuits are de-energized, and until every possible precaution has been taken to see that there is no chance of a circuit being energized while the crew is working.
2. Switches, which have been opened to de-energize a circuit to permit work on equipment, should be locked or blocked open and a suitable visible warning device placed on them.
3. Do not work on parts normally carrying current at high voltage until these parts have been disconnected and grounded to the ground bus. The purchaser should make provision for connecting adequate flexible ground leads to every part of the switching equipment.
4. A good and reliable ground connection is necessary for every switchgear installation. It should be of sufficient capacity to take care of any abnormal condition that might occur on the system

and should be independent of the grounds used for any other apparatus.

#### Frequency of Inspection and Maintenance

Frequency values provided in this schedule should use as guidelines in a clean, non-corrosive environment. For special conditions such as frequent circuit breaker element operation, contaminated environments, and high temperature/humidity conditions, the inspection frequency should be increased.

Create and maintain a dated permanent record of all inspections, maintenance performed, actions taken, observations made, and measurements taken. Not only will this provide valuable historical information, it can help to establish whether or not the present schedule needs to be adjusted.

Perform ongoing visual inspections, when possible, of all equipment on a regular basis. Be alert for an accumulation of dirt in and around the circuit breaker elements, loose hardware or discolored insulation. Additional action may need to be added. See applicable instruction manual for additional details.

For assistance in establishing or updating a detailed Inspection and Maintenance schedule for a specific application, please contact your local Eaton representative.

#### Qualified Personnel

For the purpose of inspecting and maintaining equipment, a qualified person must be trained in regard to the hazards inherent to working with electricity and the proper way to perform such work. Such an individual should be able to de-energize, clear and tag circuits in accordance with established safety practices. In addition, these individuals should have access to and be trained in the use of protective equipment, such as rubber gloves and flash clothes.



**MEDIUM VOLTAGE METAL-CLAD SWITCHGEAR**  
 Inspection and Maintenance Schedule Template

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Med. Voltage Switchgear	Switchgear Assembly	Visual inspections	Note any changes in equipment and schedule outage to repair.	Outage/ Monthly	Be alert for an accumulation of dirt in and around the equipment and breakers, loose hardware or discolored insulation
Med. Voltage Switchgear	Switchgear Assembly	Inspect buses and power connections for dirt and dust accumulation	Megger between phases and ground. Wipe clean with warm soap water solution. Wipe dry. Megger after cleaning.	Annually	High potential test are not required for regular maintenance
Med. Voltage Switchgear	Switchgear Assembly	Inspect primary disconnecting contacts and supports	Remove breaker & clean contact surface with non-flammable solvent	Annually	Be alert for abnormal wear or indications of overheating.
Med. Voltage Switchgear	Switchgear Assembly	Inspect control circuit	Secure loose wiring in proper place & tighten any loose connections	Annually	Components should include: Instruments, terminal blocks, ground connections & etc.
Med. Voltage Switchgear	Switchgear Assembly	Inspect mechanical and moving components	Clean, Repair, or Replace	Annually	Components should include: shutters, TOC, MOC, Switch assemblies, position interlocks, hinged doors, drawout assemblies, secondary contact, side rails, & etc.
Med. Voltage Switchgear	Switchgear Assembly	Inspect Ventilation areas for obstruction and dirt	Clean, Repair, or Replace	Annually	Areas should include: labyrinths, grill work, and air passages
Med. Voltage Switchgear	Feeder/Main Breakers	Inspect Insulation Drive Insulator, Barriers & Stand-off Insulators for dirt and cracking	Clean with lint free cloth or replace cracked pieces	Outage/ Annually	
Med. Voltage Switchgear	Feeder/Main Breakers	Test Insulation Main Circuit to Ground Hi-pot	Clean & retest or replace	Annually	
Med. Voltage Switchgear	Feeder/Main Breakers	Test Integrity Between Main Terminals Hi-pot	Clean & retest or replace	Annually	
Med. Voltage Switchgear	Feeder/Main Breakers	Test Integrity Control Circuit to Ground Hi-pot	Clean & retest or replace	Annually	
Med. Voltage Switchgear	Feeder/Main Breakers	Clean, inspect and maintain each circuit breaker interrupter	Clean with dry lint free cloth	Which ever come first 500 Operations/ Annually	Clean in a non-corrosive environment
Med. Voltage Switchgear	Feeder/Main Breakers	Inspect a circuit breaker interrupters	Refer to breaker manual for details	Every time interrupt fault current trip	Refer to breaker manual for details
Med. Voltage Switchgear	Feeder/Main Breakers	Inspect vacuum Interrupter wear	Visibility of contact erosion mark	500 operations /trip /Annually	Refer to breaker manual for details



**MEDIUM VOLTAGE METAL-CLAD SWITCHGEAR**  
**Inspection and Maintenance Schedule Template**

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Med. Voltage Switchgear	Feeder/Main Breakers	Inspect for adequate vacuum in interrupter	Refer to breaker manual for details	500 operations /trip /Annually	Refer to breaker manual for details
Med. Voltage Switchgear	Feeder/Main Breakers	Inspect interrupter for dirt on ceramic body	Clean with dry lint free cloth	500 operations /trip /Annually	Refer to breaker manual for details
Med. Voltage Switchgear	Feeder/Main Breakers	Inspect primary disconnects for burning or damage	Clean or replace	500 operations /trip /Annually	Refer to breaker manual for details
Med. Voltage Switchgear	Feeder/Main Breakers	Test closing and tripping device including disconnects	Clean or replace	500 operations /trip /Annually	Refer to breaker manual for details
Med. Voltage Switchgear	Feeder/Main Breakers	Test charging motor for smooth, normal operation	Clean or replace	500 operations /trip /Annually	Refer to breaker manual for details
Med. Voltage Switchgear	Feeder/Main Breakers	Test manual charging for smooth, normal operation	Clean and lubricate	500 operations /trip /Annually	Refer to breaker manual for details
Med. Voltage Switchgear	Feeder/Main Breakers	Inspect operating mechanism for deformation or excessive wear	Remove cause and replace parts	500 operations /trip /Annually	Refer to breaker manual for details

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## MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR Inspection and Maintenance Schedule Template



Applicable instruction manual(s) should be read in entirety before performing maintenance and/or inspections on any equipment. Please follow any safety precautions outlined in these manuals.



When inspecting, repairing, and performing maintenance on switchgear, the fact that dangerous voltages may exist must be kept in mind. Precautions must be taken to insure that personnel do not come in contact with energized high voltage parts.



**FAILURE TO DO SO COULD RESULT IN DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE**

Some Common General Precautions for High-Voltage Work Are:

1. All connections should be considered energized until the crew expecting to work on them is assured that the circuits are de-energized, and until every possible precaution has been taken to see that there is no chance of a circuit being energized while the crew is working.
2. Switches, which have been opened to de-energize a circuit to permit work on equipment, should be locked or blocked open and a suitable visible warning device placed on them.
3. Do not work on parts normally carrying current at high voltage until these parts have been disconnected and grounded to the ground bus. The purchaser should make provision for connecting adequate flexible ground leads to every part of the switching equipment.
4. A good and reliable ground connection is necessary for every switchgear installation. It should be of sufficient capacity to take care of any abnormal condition that might occur on the system

and should be independent of the grounds used for any other apparatus.

### Frequency of Inspection and Maintenance

Frequency values provided in this schedule should use as guidelines in a clean, non-corrosive environment. For special conditions such as frequent switch operation, contaminated environments, and high temperature/humidity conditions, the inspection frequency should be increased.

After rated number of interruptions/operations at the rated currents has been completed (even if the current being switched is less than the switch's capability), or after the switch has been exposed to fault current, the switch should be thoroughly inspected at the first opportunity.

Create and maintain a dated permanent record of all inspections, maintenance performed, actions taken, observations made, and measurements taken. Not only will this provide valuable historical information, it can help to establish whether or not the present schedule needs to be adjusted.

Perform ongoing visual inspections, when possible, of all equipment on a regular basis. Be alert for an accumulation of dirt in and around the circuit breaker elements, loose hardware or discolored insulation. Additional action may need to be added. See applicable instruction manual for additional details.

For assistance in establishing or updating a detailed Inspection and Maintenance schedule for a specific application, please contact your local Eaton representative.

### Qualified Personnel

For the purpose of inspecting and maintaining equipment, a qualified person must be trained in regard to the hazards inherent to working with electricity and the proper way to perform such work. Such an individual should be able to de-energize, clear and tag circuits in accordance with established safety practices. In addition, these individuals should have access to and be trained in the use of protective equipment, such as rubber gloves and flash clothes.



**MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR**  
 Inspection and Maintenance Schedule Template

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Med. Voltage Switch	Switch Assembly	Visual inspections	Note any changes in equipment and schedule outage to repair.	Outage/ Monthly	Be alert for an accumulation of dirt in and around the equipment, loose hardware or discolored insulation
Med. Voltage Switch	Switch Assembly	Electrical Parts and Insulation Check and Cleaning	De-energize the primary circuits before removing any enclosure parts. Before cleaning, take "Megger" readings between live parts and to ground. Inspect the switch for signs of overheating or weakened insulation. Remove dust from barriers, live parts, insulators, drive rod links, and enclosure surfaces. If necessary, wipe clean with isopropyl alcohol or distilled water, then wipe dry. After the barriers, live parts, insulators, and drive rod links have been dusted and wiped clean, take "Megger" readings again between the live parts and between phases. Keep a record of these reading for future reference in determining when trends occur that would indicate a lowering of the insulation resistance.	Annually	Water and Isopropyl alcohol are the only approved cleaners for this equipment. Do not use Solvent, oils or greases on or near this equipment. Isopropyl Alcohol is flammable. Provide adequate ventilation and keep away from flames and other ignition sources.
Med. Voltage Switch	Switch	Main Blade and Flicker Blade Contact Inspection	Check main blades and flicker blades for arc erosion. Severely damaged blade assemblies should be replaced. If flicker blades are pitted from arc erosion, they may be smoothed with a few light strokes of a fine file.	Annually	No attempt should be made to file out pit Marks. Do not use abrasive material for cleaning as small bits of abrasive material may cause the contacts to overheat during the interruption process. The main blade current carrying contact surfaces should not be filed.
Med. Voltage Switch	Switch	Arc Chute Inspection	Inspect the arc chute sides for cracks or erosion and replace if damaged. Use a flashlight to examine the arcing contacts inside the arc chute. If contacts are burned or pitted over half their surfaces, or if the contacts are out of alignment, the arc chute should be replaced.	Annually	



**MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR**  
**Inspection and Maintenance Schedule Template**

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Med. Voltage Switch	Switch	Flicker Blade Engagement Check	Slowly open the switch. Each flicker blade should remain engaged in the contact fingers inside the arc chute while the main blade assembly opens. Shortly after each main blade assembly parts from its break jaw, the flicker blade bracket strikes a stop on the main blade assembly which starts to pull the flicker blade out of the contact fingers in the arc chute. Each flicker blade will then snap open from the energy stored in the charged torsion spring.	Annually	Slow closing or slow opening the switch against the spring may result in bodily injury. Be sure to hold the handle firmly while performing slow closing or slow opening operations.
Med. Voltage Switch	Switch	Inter-phase Barrier Inspection	Check the inter-phase barriers for carbon or metallic deposits. Replace if deposits are present.	Annually	
Med. Voltage Switch	Switch	Lubrication	Conductive grease ( Eaton Electrical part number 7274A48H02) should be applied sparingly to contact surfaces on break jaw and between blade and hinge. Eaton Electrical grease 53701A1 should be applied to the spring rod(s) at the stationary end pivots.	During Other Maintenance	Lubrication should be done during switch maintenance. In general, the switch requires only moderate lubrication. All excess lubrication must be removed with a clean cloth to prevent any accumulation of dust or dirt. Avoid any lubrication on insulation.
Med. Voltage Switch	Switch Assembly	Alignment Check	When finished cleaning and checking the switch: "Close" and "Open" the de-energized switch at least three (3) times to check the performance of the operating mechanism.	Annually	Slow closing or slow opening the switch against the spring may result in bodily injury. Be sure to hold the handle firmly while performing slow closing or slow opening operations.

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## MEDIUM VOLTAGE METAL ENCLOSED SWITCHGEAR Lubrication Schedule

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Med. Voltage Switch	Switch	Lubrication	Conductive grease ( Eaton Electrical part number 7274A48H02) should be applied sparingly to contact surfaces on break jaw and between blade and hinge. Eaton Electrical grease 53701AI should be applied to the spring rod(s) at the stationary end pivots.	During Other Maintenance	Lubrication should be done during switch maintenance. In general, the switch requires only moderate lubrication. All excess lubrication must be removed with a clean cloth to prevent any accumulation of dust or dirt. Avoid any lubrication on insulation.

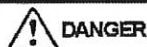
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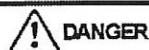


## DRY AND CAST UNIT SUBSTATION TRANSFORMER

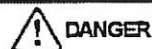
### Inspection and Maintenance Schedule Template



Applicable instruction manual(s) should be read in entirety before performing maintenance and/or inspections on any equipment. Please follow any safety precautions outlined in these manuals.



When inspecting, repairing, and performing maintenance on transformers, the fact that dangerous voltages may exist must be kept in mind. Precautions must be taken to insure that personnel do not come in contact with energized high voltage parts. Before attempting maintenance, consult the order-specific drawings and instructions supplied with the transformer.



#### SAFETY NOTES FOR MAINTENANCE AND OPERATION

NEVER WORK ON TRANSFORMERS OR ANY INSTALLED ELECTRICAL EQUIPMENT ALONE.

BE SURE YOU KNOW ALL THE SAFETY RULES AND ELECTRICAL PROCEDURES OF THE OWNER AND OPERATOR OF THE TRANSFORMER BEFORE ATTEMPTING TO WORK IN OR AROUND THE TRANSFORMER.

HIGH VOLTAGES ARE PRESENT AT ALL TIMES INSIDE THE ENERGIZED TRANSFORMER ENCLOSURE

EXPOSURE TO HIGH VOLTAGE CAN CAUSE SEVERE INJURY OR DEATH

DO NOT REMOVE ENCLOSURE PANELS OR ACCESSORIES OR ATTEMPT ANY REPAIR OR MAINTENANCE WORK, OR CONDUCT TESTS, ON TRANSFORMER THAT IS ENERGIZED. TO DO SO CAN CAUSE SEVERE INJURY OR DEATH OR SUBSTANTIAL DAMAGE

NEVER ENTER OR ATTEMPT TO PUT ANYTHING INTO THE TRANSFORMER ENCLOSURE UNTIL YOU HAVE VERIFIED THAT THE TRANSFORMER HAS BEEN DISCONNECTED FROM ALL SOURCES OF ELECTRIC POWER AND PROPERLY GROUNDED.

#### Frequency of Inspection and Maintenance

Frequency values provided in this schedule should use as guidelines in a clean, non-corrosive environment. A maintenance program should be established as soon as the transformer has been installed and put into operation. After the transformer has been inspected a number of times at monthly intervals and the conditions noted, the frequency of inspection can be increased or decreased to suit the conditions found.

Create and maintain a dated permanent record of all inspections, maintenance performed, actions taken, observations made, and measurements taken. Not only will this provide valuable historical information, it can help to establish whether or not the present schedule needs to be adjusted.

Perform ongoing visual inspections, when possible, of all equipment on a regular basis. Be alert for an accumulation of dirt in and around the circuit breaker elements, loose hardware or discolored insulation. Additional action may need to be added. See applicable instruction manual for additional details.

For assistance in establishing or updating a detailed Inspection and Maintenance schedule for a specific application, please contact your local Eaton representative.

#### Qualified Personnel

For the purpose of inspecting and maintaining equipment, a qualified person must be trained in regard to the hazards inherent to working with electricity and the proper way to perform such work. Such an individual should be able to de-energize, clear and tag circuits in accordance with established safety practices. In addition, these individuals should have access to and be trained in the use of protective equipment, such as rubber gloves and flash clothes.



**DRY AND CAST UNIT SUBSTATION TRANSFORMER**  
 Inspection and Maintenance Schedule Template

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Unit Substation Transformer	Transformer Assembly	Visual Inspections	Note any changes in equipment and schedule outage to repair.	Outage/ Monthly	Be alert for an accumulation of dirt in and around the equipment and components, loose hardware or discolored insulation.
Unit Substation Transformer	Transformer Assembly	Internal Inspections	<ol style="list-style-type: none"> <li>1. De-energize the transformer. Never remove front or rear panels while unit is energized.</li> <li>2. Ground unit for one(1) minute to drain static charge</li> <li>3. Remove front and rear panels. Using an industrial vacuum cleaner, clean ventilation openings.</li> <li>4. Using the industrial vacuum cleaner to remove dirt and dust from core, coils, insulators and remaining structures.</li> </ol>	Annually	Do not use a pressurized air line for cleaning due to possibility of blowing debris into the winding insulation
Unit Substation Transformer	Transformer Windings	Insulation Resistance Maintenance Test	<p>Perform test in accordance with ANSI C57.12.91.</p> <p>Test code for dry type distribution and power transformers.</p>	Installation and Optional as preventative tests	The insulation resistance of dry type transformers is a function of the winding design and the types of material used in the insulation system, and are subject to considerable variations due to temperature, humidity, and other environmental conditions. The test should be made with the transformer at ambient temperature and isolated from other equipment. If lightning arresters are supplied they should be disconnected prior to making the insulation resistance test. In general, for a cold transformer, readings of high Voltage windings to ground should be approximately 100 megohms, But never less than 2 megohms per kV of the high voltage rating.

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## DRY AND CAST UNIT SUBSTATION TRANSFORMER Lubrication Schedule

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Dry and Cast Unit Substation Transformer	Transformer	Lubrication	Assembly is designed so that lubrication is not required		

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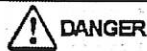
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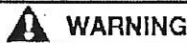
## LOW VOLTAGE SWITCHBOARD Inspection and Maintenance Schedule Template



Applicable instruction manual(s) should be read in entirety before performing maintenance and/or inspections on any equipment. Please follow any safety precautions outlined in these manuals.



When inspecting, repairing, and performing maintenance on switchboard, the fact that dangerous voltages may exist must be kept in mind. Precautions must be taken to insure that personnel do not come in contact with energized parts.



**ONLY THOSE PROFESSIONALS TRAINED AND QUALIFIED ON ELECTRICAL DISTRIBUTION SWITCHBOARDS SHOULD INSTALL AND/OR SERVICE THIS EQUIPMENT.**

Extreme hazards can exist when energizing electrical distribution equipment and switchboards. Take all precautions necessary to protect people and property when energizing the equipment. Short circuits and ground faults may exist as a result from inadequate installation. Short circuits and ground faults within the switchboard can cause catastrophic damage, injury and death.

1. Prior to energizing the switchboard, turn OFF all overcurrent devices and loads internal to the switchboard plus mains in downstream equipment.
2. Verify and follow the sequence of energizing circuits and loads. Verify phase sequencing on loads, such as motors, which can be damaged or destroyed by incorrect phase connections.
3. If provided, use remote operators to close and energize switchboard, overcurrent devices and loads.
4. Beginning with the main(s), turn ON each overcurrent device.



**DO NOT ATTEMPT TO RE-ENERGIZE SWITCHBOARD AFTER ELECTRICAL EVENTS, SUCH AS SHORT CIRCUITS, GROUND FAULTS AND OVERLOADS, UNTIL THE CAUSE OF THE EVENT HAS BEEN IDENTIFIED AND CORRECTED.**

### Maintenance

It is essential to maintain the equipment in satisfactory condition. To ensure continued quality service, a systematic maintenance schedule is vital. Facility operation and local conditions vary to such an extent that the schedule must be prepared to suit the conditions. The maintenance schedule for individual devices, such as circuit breakers, meters, fusible switches, etc., should be based upon recommendations contained in the individual instruction leaflet for each device. Inspection and test operations should be coordinated with an overall testing program to result in the least operating inconvenience and system shutdowns.

Prior to performing any maintenance on the switchboard, first de-energize the switchboard at the source. Use lockout/tag-out precautions as prescribed in OSHA, NFPA 70E and other safety manuals. The switchboard should be given a thorough maintenance check annually. Exercise extreme care to prevent the equipment from being connected to the power source while tests are being conducted.



**FAILURE TO DO SO COULD RESULT IN DEATH, PERSONAL INJURY, OR PROPERTY DAMAGE. DE-ENERGIZE SWITCHBOARD PRIOR TO SERVICING.**

### Qualified Personnel

For the purpose of inspecting and maintaining equipment, a qualified person must be trained in regard to the hazards inherent to working with electricity and the proper way to perform such work. Such an individual should be able to de-energize, clear and tag circuits in accordance with established safety practices. In addition, these individuals should have access to and be trained in the use of protective equipment, such as rubber gloves and flash clothes.



**LOW VOLTAGE SWITCHBOARD**  
 Inspection and Maintenance Schedule Template

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Low Voltage Switchboard	Switchboard Assembly	Visual inspections	Note any changes in equipment and schedule outage to repair..	Annually	Be alert for accumulation of dirt in and around the equipment and breakers and grills, loose hardware or discolored insulation.
Low Voltage Switchboard	Switchboard Assembly	Inspect buses and power & control connections for dirt and dust accumulation	Remove all control power fusing and connections to products, which will be damaged by test. Megger between phases and ground. Vacuum and/or wipe clean with lint free cloth. Do not use solvents to clean equipment. Do not use compressed air to clean or blow out debris or dust. Megger after cleaning. Reconnect control circuits	Annually	To prevent damage to ground fault, metering, SPD or other control circuits, when meggering switchboard, isolate circuits from switchboard before beginning the megger test. Some GF circuits may not be fused and require disconnecting wires from bus bars. Do not use AC Dielectric testing.
Low Voltage Switchboard	Switchboard Assembly	Inspect buses and power connections.	Torque in accordance with labeling on the switchboard.	Annually	Check torque on all bus connections.
Low Voltage Switchboard	Switchboard Assembly	Inspect Cable & Wire	Replace and correct any damaged connection.	Annually	Inspect for broken wire strands and pinched or damaged insulation on cable connections.
Low Voltage Switchboard	Switchboard Assembly	Inspect Insulation	Replace damaged parts. The life of insulation material is dependent on keeping the material dry and clean	Annually	All bus bar and structure insulation in the switchboard including bus supports, bus shields, bus bracing, insulating barriers, etc., should be visually checked for damage.
Low Voltage Switchboard	Switchboard Assembly	Inspect Breakers	Exercise the breaker operating mechanism making sure it is opening and closing. A breaker showing signs of any one of these issues should be replaced. NEMA publication AB-4 for breaker maintenance.	Annually	Visually inspect circuit breakers for signs of discoloration, cracking, scorching, overheating or broken parts.
Low Voltage Switchboard	Switchboard Assembly	Inspect Fuses	Replace any worn parts or the entire switch.	Annually	Visually inspect the switching mechanism and fuse connections. Visually inspect the fusible devices for signs of discoloration, cracking, scorching, overheating or broken parts.

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## LOW VOLTAGE SWITCHBOARD Lubrication Schedule

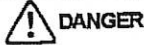
Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Low Voltage Switchboard	Switchboard Assembly	Lubrication	Assembly is design so that Lubrication is not required under normal operating conditions		

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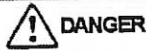
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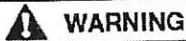
## LIGHTING & DISTRIBUTION PANELBOARD Inspection and Maintenance Schedule Template



Applicable instruction manual(s) should be read in entirety before performing maintenance and/or inspections on any equipment. Please follow any safety precautions outlined in these manuals.



When inspecting, repairing, and performing maintenance on panelboards, the fact that dangerous voltages may exist must be kept in mind. Precautions must be taken to insure that personnel do not come in contact with energized parts. Before attempting maintenance, consult the order-specific drawings and instructions supplied with the transformer.



Hazardous voltages in electrical equipment can cause severe personal injury or death. Inspection & Maintenance should only be performed on Panels to which power has been turned off, disconnected and electrically isolated so that no accidental contact can be made with energized parts

Safety related work practices, as described in NFPA 70E, Part II should be followed at all times.



Hydrocarbon spray propellants and hydrocarbon based sprays or compounds will cause degradation of certain plastics. Do not use these products to clean, dry, or lubricate panelboard components during maintenance.

### Frequency of Inspection and Maintenance

Frequency values provided in this schedule should use as guidelines in a clean, non-corrosive environment. A maintenance program should be established as soon as the panelboard has been installed and put into operation. After the Panelboard has been inspected a number of times at monthly intervals and the conditions noted, the frequency of inspection can be increased or decreased to suit the conditions found.

Panelboard should be inspected immediately following any severe short circuit or fault condition, before reenergizing the panel.

Create and maintain a dated permanent record of all inspections, maintenance performed, actions taken, observations made, and measurements taken. Not only will this provide valuable historical information, it can help to establish whether or not the present schedule needs to be adjusted.

Perform ongoing visual inspections, when possible, of all equipment on a regular basis. Be alert for an accumulation of dirt in and around the circuit breaker elements, loose hardware or discolored insulation. Additional action may need to be added. See applicable instruction manual for additional details.

For assistance in establishing or updating a detailed Inspection and Maintenance schedule for a specific application, please contact your local Eaton representative.

### Qualified Personnel

For the purpose of inspecting and maintaining equipment, a qualified person must be trained in regard to the hazards inherent to working with electricity and the proper way to perform such work. Such an individual should be able to de-energize, clear and tag circuits in accordance with established safety practices. In addition, these individuals should have access to and be trained in the use of protective equipment, such as rubber gloves and flash clothes.



**LIGHTING & DISTRIBUTION PANELBOARD**  
 Inspection and Maintenance Schedule Template

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Lighting & Distribution Panelboard	Panelboard Assembly	Visual Exterior Inspections	Clean out panelboard by using a brush, vacuum cleaner, or clean lint free rag.	Annually	Check for any accumulation of dust or dirt. Do not use blower or compressed air for cleaning.
Lighting & Distribution Panelboard	Panelboard Assembly	Connection Inspection	Correct any loose connection found.	Annually	Inspect all visible bus connections & terminal points for loose connections.
Lighting & Distribution Panelboard	Panelboard Assembly	Conductor Inspection	Replace any components which show evidence of overheating or loose connection. Tighten bolts and nut based on torque specifications.	Annually	Visually check all conductor connection points. Ensure clean and secure. Look for signs of overheating indicated by discoloration or cracked insulation. Inspect for signs of arcing due to loose or poor connection.
Lighting & Distribution Panelboard	Panelboard Components	Switch Operation Inspection	Replace breakers as required. See NEMA AB-4 for maintenance of molded case breakers.	Annually	Operate each circuit breaker 3 times to ensure that all mechanisms are free and in proper working order.
Lighting & Distribution Panelboard	Panelboard Components	Mechanical Component Inspection	Replace and repair as needed	Annually	Inspect all mechanical components to ensure proper working order. This to include doors, covers, mechanical interlocks, etc.
Lighting & Distribution Panelboard	Panelboard Assembly	Visual Moisture Inspection	Seal off conduit, add means to drain moisture away. Eliminate source of moisture. Seal off cracks and moisture entry points. Replace	Annually	Inspect for signs of wet or previously wetness or dripping inside the cabinet.
Lighting & Distribution Panelboard	Panelboard Assembly	Visual Exterior Inspections	Repair Finish as Needed	Annually	Inspect the pain finish for scratches or wear.

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## LIGHTING & DISTRIBUTION PANELBOARD Lubrication Schedule

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Lighting & Distribution Panelboard	Panelboard Assembly	Lubrication	Assembly is designed so that lubrication is not required under normal operating conditions		

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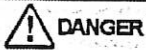
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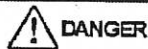
## DRY TYPE DISTRIBUTION TRANSFORMER Inspection and Maintenance Schedule Template



Applicable instruction manual(s) should be read in entirety before performing maintenance and/or inspections on any equipment. Please follow any safety precautions outlined in these manuals.



When inspecting, repairing, and performing maintenance on transformers, the fact that dangerous voltages may exist must be kept in mind. Precautions must be taken to insure that personnel do not come in contact with energized parts. Before attempting maintenance, consult the order-specific drawings and instructions supplied with the transformer.



**BEFORE ATTEMPTING REPAIRS, DE-ENERGIZE THE TRANSFORMER. FAILURE TO DO SO COULD RESULT IN SEVERE PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE.**

It is the responsibility of the owner to inspect, maintain and keep the transformer in good repair.

Report all failures during the warranty period to your local sales office prior to repairs. All warranty repairs must be made or approved by the manufacturer.

### Frequency of Inspection and Maintenance

Frequency values provided in this schedule should use as guidelines in a clean, non-corrosive environment. A maintenance program should be established as soon as the transformer has been installed and put into operation. After the transformer has been inspected a number of times at monthly intervals and the conditions noted, the frequency of inspection can be increased or decreased to suit the conditions found.

Create and maintain a dated permanent record of all inspections, maintenance performed, actions taken, observations made, and measurements taken. Not only will this provide valuable historical information, it can help to establish whether or not the present schedule needs to be adjusted.

Perform ongoing visual inspections, when possible, of all equipment on a regular basis. Be alert for an accumulation of dirt in and around the circuit breaker elements, loose hardware or discolored insulation. Additional action may need to be added. See applicable instruction manual for additional details.

For assistance in establishing or updating a detailed Inspection and Maintenance schedule for a specific application, please contact your local Eaton representative.

### Qualified Personnel

For the purpose of inspecting and maintaining equipment, a qualified person must be trained in regard to the hazards inherent to working with electricity and the proper way to perform such work. Such an individual should be able to de-energize, clear and tag circuits in accordance with established safety practices. In addition, these individuals should have access to and be trained in the use of protective equipment, such as rubber gloves and flash clothes.



**DRY TYPE DISTRIBUTION TRANSFORMER**  
**Inspection and Maintenance Schedule Template**

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Dry Type Distribution Transformer	Transformer Assembly	Visual Exterior Inspections	If necessary, remove by vacuuming, brushing, or blowing dry air. Special care should be taken when blowing with dry air to prevent further damage to the product or injury to maintenance personnel from flying particles.	Outage/ Monthly	Check for any accumulation of dust or dirt on the terminations or vents.
Dry Type Distribution Transformer	Transformer Assembly	Visual Internal Inspections	Clean or repair if necessary	Annually	Inspect insulators, terminals, terminal boards, for tracking (discharge), breaks, cracks, or burns.
Dry Type Distribution Transformer	Transformer Assembly	Connection Inspections	Replace or tighten as necessary.	Annually	Check terminal quality and connections, including taps, for tightness. Inspect ground connections and ground contact surfaces
Dry Type Distribution Transformer	Transformer Assembly	Environment Inspections	The unit should be dried out by placing it in an oven or by blowing heated air over it. The temperature should not exceed 110°C (230°F) to prevent damage to installation wiring.	When Moisture Present	For ventilated transformer designs only. Inspect transformer for presence of moisture.
Dry Type Distribution Transformer	Transformer Assembly	Visual Exterior Inspections	Repair Finish as Needed	Annually	Inspect the pain finish for scratches or wear.

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## DRY TYPE DISTRIBUTION TRANSFORMER Lubrication Schedule

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Dry Type Distribution Transformer	Transformer Assembly	Lubrication	Assembly is designed so that lubrication is not required under normal operating conditions		

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## SAFETY SWITCHES

### Inspection and Maintenance Schedule Template



Applicable NEMA publications should be read in entirety before performing maintenance and/or inspections on any equipment. Please follow any safety precautions outlined in these manuals.



When inspecting, repairing, and performing maintenance on electrical equipment, the fact that dangerous voltages may exist must be kept in mind. Precautions must be taken to insure that personnel do not come in contact with energized high voltage parts. Before attempting maintenance, consult the order-specific drawings and instructions supplied with the equipment.

**FAILURE TO DO SO COULD RESULT IN  
DEATH, PERSONAL INJURY, OR PROPERTY  
DAMAGE**

Some Common General Precautions for Electrical Work Are:

1. All connections should be considered energized until the crew expecting to work on them is assured that the circuits are de-energized, and until every possible precaution has been taken to see that there is no chance of a circuit being energized while the crew is working.
2. Switches, which have been opened to de-energize a circuit to permit work on equipment, should be locked or blocked open and a suitable visible warning device placed on them.
3. Do not work on parts normally carrying current at high voltage until these parts have been disconnected and grounded to the ground bus. The purchaser should make provision for connecting adequate flexible ground leads to every part of the switching equipment.
4. A good and reliable ground connection is necessary for every electrical component installation. It should be of sufficient capacity to take care of any abnormal condition that might occur on the system and should be independent of the grounds used for any other apparatus.

#### Frequency of Inspection and Maintenance

Frequency values provided in this schedule should use as guidelines in a clean, non-corrosive environment. A maintenance program should be established as soon as the safety switch has been installed and put into operation. After the safety switch has been inspected a number of times at monthly intervals and the conditions noted, the frequency of inspection can be increased or decreased to suit the conditions found.

Create and maintain a dated permanent record of all inspections, maintenance performed, actions taken, observations made, and measurements taken. Not only will this provide valuable historical information, it can help to establish whether or not the present schedule needs to be adjusted.

Perform ongoing visual inspections, when possible, of all equipment on a regular basis. Be alert for an accumulation of dirt in and around the drive, loose hardware or discolored insulation. Additional action may need to be added. See applicable instruction manual for additional details.

For assistance in establishing or updating a detailed Inspection and Maintenance schedule for a specific application, please contact your local Eaton representative.

#### Qualified Personnel

For the purpose of inspecting and maintaining equipment, a qualified person must be trained in regard to the hazards inherent to working with electricity and the proper way to perform such work. Such an individual should be able to de-energize, clear and tag circuits in accordance with established safety practices. In addition, these individuals should have access to and be trained in the use of protective equipment, such as rubber gloves and flash clothes.



## SAFETY SWITCHES

### Inspection and Maintenance Schedule Template

Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Safety Switch	Connections	Check all electrical connection.	Tighten all loose electrical connections	Annually	Manufacturers torque requirements should be listed on the device.
Safety Switch	Safety Switch	Visual inspection for any signs of extreme overheating or stressed components	Repair & Replace	Annually	Examine fuse clip contact pressure. Replace clips if signs of overheating are found.
Safety Switch	Operating Mechanism	Manually operate mechanism and interlock	Repair & Replace	Annually	Mechanism should operate freely to full open and closed positions.
Safety Switch	Safety Switch	Visual inspection for any accumulation of dust or dirt.	Clean / replace & repair any issues	Annually	Clean out using brush, vacuum cleaner, or clean lint free rag. Do not use blower or compressed air.
Safety Switch	Safety Switch	Ground Fault	Locate Electrical fault and remove from system before re-energizing.	In event of ground fault	<ul style="list-style-type: none"> <li>-Locate Electrical fault and remove from system.</li> <li>-Repair damage.</li> <li>-Re-test the ground fault system.</li> <li>-Re-energize the system in proper manner</li> </ul>

**EATON**

*Powering Business Worldwide*



## SAFETY SWITCHES

### Lubrication Schedule

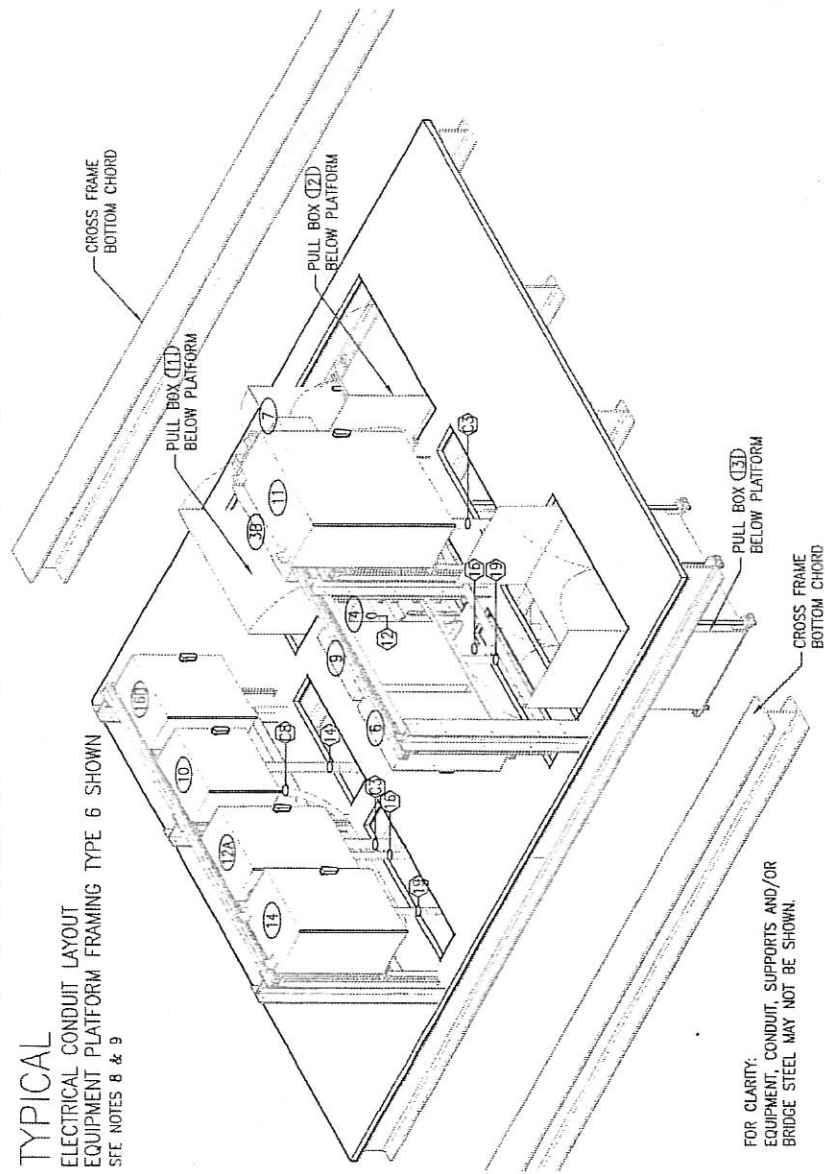
Component Description	Sub-Component Description	Inspection & Maintenance Action	Corrective Action	Frequency	Special Inst / Remarks
Safety Switch	Safety Switch	Lubrication	Assembly is designed so that lubrication is not required under normal operating conditions		

GO#	Item #	QTY	Product Line	MV or LV	Description	Location
MNY0007226	004	1	Medium Voltage Switch	MV	15 KV Sub-Mains	Pier(s) 12, 22 & 33 Substations (NB & SB)
MNY0007226	005	1	Medium Voltage Switch	MV	15 KV Sub-Mains	
MNY0007226	006	1	Medium Voltage Switch	MV	15 KV Sub-Mains	
MNY0007226	007	1	Medium Voltage Switch	MV	15 KV Sub-Mains	
MNY0007226	008	1	Medium Voltage Switch	MV	15 KV Sub-Mains	
MNY0007226	009	1	Power XFMR	MV	2500 kVA Con Ed Iso	Tarrytown EDR
MNY0007226	010	1	Power XFMR	MV	300 kVA VPE Substation	Pier(s) 12 & 22 Substations (NB & SB)
MNY0007226	011	1	Power XFMR	MV	500 kVA VPE Substation	
MNY0007226	012	1	Power XFMR	MV	500 kVA VPE Substation	Pier 33 Substations (NB & SB)
MNY0007226	013	1	Power XFMR	MV	300 kVA VPE Substation	
MNY0007226	014	1	Power XFMR	MV	300 kVA VPE Substation	Pier(s) 12 & 22 Substations (NB & SB)
MNY0007226	015	1	Power XFMR	MV	300 kVA VPE Substation	
MNY0007226	016	1	Power XFMR	MV	300 kVA VPE Substation	
MNY0007226	017	1	Power XFMR	MV	2500 kVA Con Ed Iso	
MNY0007226	018	1	Substation LV SWGR	MV	WB12 USUB	
MNY0007226	019	1	Substation LV SWGR	MV	WBP22 USUB	Pier(s) 12, 22 & 33 Substations (NB & SB)
MNY0007226	020	1	Substation LV SWGR	MV	WBP33 USUB	
MNY0007226	021	1	Substation LV SWGR	MV	EBP12 USUB	
MNY0007226	022	1	Substation LV SWGR	MV	EBP22 USUB	
MNY0007226	023	1	Substation LV SWGR	MV	EBP33 USUB	
MNY0007226	100	1	Electrocenters	MV	Con Edison	Westchester EDR
MNY0007226	200	1	Electrocenters	MV	O&R	Tarrytown EDR
MNY0007234	0061	1	Panelboards	LV	PPB-ITS-WB/P12	Pier 12 Northbound (WB - Substation) Low Voltage ITS Panelboards
MNY0007234	0061	1	Panelboards	LV	PPB-ITS-WB/P12	
MNY0007234	0061	1	Panelboards	LV	PPB-ITS-WB/P12	Pier 33 Northbound (WB - Substation) Low Voltage ITS Panelboards
MNY0007234	0121	1	Panelboards	LV	PPB-ITS-WB/P33	
MNY0007234	0121	1	Panelboards	LV	PPB-ITS-WB/P33	Pier 12 Southbound (EB - Substation) Low Voltage ITS Panelboards
MNY0007234	0201	1	Panelboards	LV	PPB-ITS-EB/P12	
MNY0007234	0201	1	Panelboards	LV	PPB-ITS-EB/P12	Pier 33 Southbound (EB - Substation) Low Voltage ITS Panelboards
MNY0007234	0291	1	Panelboards	LV	PPB-ITS-EB/P33	
MNY0007234	0291	1	Panelboards	LV	PPB-ITS-EB/P33	Pier 12 Northbound (WB - Substation) Low Voltage Panelboards
MNY0007234	1151	1	Panelboards	LV	C12WB	
MNY0007234	1151	1	Panelboards	LV	C12WB	Pier 12 Southbound (EB - Substation) Low Voltage Panelboards
MNY0007234	1161	1	Panelboards	LV	C12EB	
MNY0007234	1161	1	Panelboards	LV	C12EB	Pier 22 Southbound (EB - Substation) Low Voltage Panelboards
MNY0007234	1171	1	Panelboards	LV	C22EB	
MNY0007234	1171	1	Panelboards	LV	C22EB	Pier 22 Northbound (WB - Substation) Low Voltage Panelboards
MNY0007234	1181	1	Panelboards	LV	C22WB	
MNY0007234	1181	1	Panelboards	LV	C22WB	

MNY0007234	1221	1	Panelboards	LV	C33EB	Pier 33 Southbound (EB - Substation) Low Voltage Panelboards
MNY0007234	1221	1	Panelboards	LV	C33EB	
MNY0007234	1221	1	Panelboards	LV	C33EB	
MNY0007234	1231	1	Panelboards	LV	C33WB	
MNY0007234	1231	1	Panelboards	LV	C33WB	
MNY0007234	1231	1	Panelboards	LV	C33WB	
MNY0007234	456	1	Dry Type Transformer	LV	30KVA Transformer	
MNY0007234	457	1	Dry Type Transformer	LV	30KVA Transformer	
MNY0007234	458	1	Dry Type Transformer	LV	30KVA Transformer	
MNY0007234	459	1	Dry Type Transformer	LV	30KVA Transformer	
MNY007226E	101	1	Medium Voltage Assy	MV	Con Ed Incoming	???
MNY007226E	102	1	Medium Voltage Assy	MV	Con Ed Incoming	
MNY007226E	103	1	Medium Voltage Assy	MV	BUS 1 & BUS 2	
MNY007226E	104	1	Medium Voltage Assy	MV	MV ATS Con Ed	
MNY007226E	105	1	Medium Voltage Assy	MV	BUS 3	
MNY007226E	106	1	Medium Voltage Assy	MV	BUS 4	
MNY007226E	107	1	Medium Voltage Assy	MV	G & T Con Edison	
MNY007226E	108	1	Power XFMR	MV	750 KVA VPE Tarry	
MNY007226E	109	1	Substation LV SWGR	MV	TUSUB	
MNY007226E	110i	1	Panelboards	LV	PBD-101	
MNY007226E	111i	1	Panelboards	LV	PBD-102	Tarrytown EDR
MNY007226E	112i	1	Panelboards	LV	TARRY ROADWAY LP	
MNY007226E	114	1	EES - Misc.	MV	TCEH Mimic Panel	
MNY007226E	115	1	EES - Battery System	MV	TARRY Batteries	
MNY007226E	115A	1	EES - Battery System	MV	Trachte Temp Batt System	
MNY007226E	115C	1	EES - Battery System	MV	Tarrytown Batt System	
MNY007226E	116	1	EES - Misc.	MV	Tarrytown Comms Cabinet	
MNY007226E	117	1	EES - Misc.	MV	Tarrytown G & T Storage Cab	
MNY007226E	201	1	Medium Voltage Assy	MV	O&R Incoming	
MNY007226E	202	1	Medium Voltage Assy	MV	BUS 5 Nyack	
MNY007226E	203	1	Medium Voltage Assy	MV	BUS 6 Nyack	Nyack EDR
MNY007226E	204	1	Medium Voltage Assy	MV	MV ATS O&R	
MNY007226E	205	1	Medium Voltage Assy	MV	O&R G&T	
MNY007226E	206	1	Power XFMR	MV	500KVA VPE Nyack	
MNY007226E	207	1	Substation LV SWGR	MV	NUSUB	
MNY007226E	213i	1	Panelboards	LV	NYACK ROADWAY LP	
MNY007226E	214	1	EES - Misc.	MV	NYACK Mimic Panel	
MNY007226E	215	1	EES - Battery System	MV	NYACK Battery System	
MNY007226E	215A	1	EES - Battery System	MV	Battery System	
MNY007226E	216	1	EES - Misc.	MV	NYACK Comms Cab	
MNY007226E	217	1	EES - Misc.	MV	NYACK G & T Storage Cab	
SNY0802778	011	1	Dry Type Transformer	LV	15KVA N3R Encapsulated	???
SNY0802778	012	1	Dry Type Transformer	LV	150KVA N3R	
SNY0802778	013	1	Dry Type Transformer	LV	3KVA N4X Stainless	
		Multiple	Cable & Conduit	MV	Transmission Lines	Sitewide
		Multiple	SCADA	MV	Electrical Control & Protection System	

AB-680-13-E-00162-A  
680.70000099

**TYPICAL**  
ELECTRICAL CONDUIT LAYOUT  
EQUIPMENT PLATFORM FRAMING TYPE 6 SHOWN  
SEE NOTES B & 9



FOR CLARITY:  
EQUIPMENT, CONDUIT, SUPPORTS AND/OR  
BRIDGE STEEL MAY NOT BE SHOWN.

**CABINETS**

- (1) UNIT 21 TRANSFORMER (21.5"Hx19.5"Wx20"D) 130LBS \*
- (2) UNIT 21 FUSED SWITCH (17"Hx8"Wx6"D) 30LBS \*
- (3) WIREWAY - TYPE B (6"Hx36"Wx6"D) 30LBS
- (4) 5KVA CATWALK-RECEPTACLE TRANSFORMER 21.5"Hx19.5"Wx20"D (130LBS)
- (5) 15A CATWALK-RECEPT FUSED SWITCH 17"Hx8"Wx6"D (30LBS)
- (6) CATWALK-RECEPTACLE BREAKER PANEL 36"Hx24"Wx6"D (200LBS)
- (7) 3KVA ITS-SHM TRANSFORMER 11.25"Hx7.7"Wx8.8"D (55LBS)
- (8) 15A ITS-SHM FUSED SWITCH 17"Hx8"Wx6"D (30LBS)
- (9) ITS-SHM BREAKER PANEL 36"Hx24"Wx6"D (200LBS)
- (10) AESTHETIC LIGHTING CABINET 24"Hx24"Wx12"D (79LBS)
- (10A) AESTHETIC LIGHTING DISC. SWITCH 24"Hx12"Wx11"D (30LBS)
- (10B) AESTHETIC LIGHTING TRANSFORMER 9"Hx9"Wx7"D (25LBS)
- (11) COMMUNICATION BOX 48"Hx36"Wx16"D (228LBS)
- (12A) ITS CABINET TYPE A (36"Hx24"Wx12"D) 96LBS
- (12B) TRANSMIT CABINET TYPE A (44"Hx36"Wx24"D) 228LBS \*
- (13) SHM CABINET (36"Hx24"Wx16"D) 182LBS
- (14) UNIT 21 CABINET TYPE O (42"Hx60"Wx12"D) 261LBS \*
- (15) CONVERSION BOX TYPE B (30"Hx24"Wx12"D) 96LBS

**BOXES**

- (11) FRE (COMMUNICATION) (486LBS) (36"Hx48"Wx48"D) \*
- (12) 480V (APPROACH PIERS) 30"Lx36"Wx36"D (222LBS)
- (13) 13-KV 30"Lx48"Wx36"D (324LBS)
- (14) SPLICE (COMMUNICATIONS) (308LBS) (36"Hx36"Wx36"D) \*
- (15) 480V (PIERS 42-43WB) (308LBS) (36"Hx36"Wx36"D) \*
- (16) 480V (PIERS 31-32 EBWB) (36"Hx36"Wx18"D) \*
- (17) 480V (PLATFORM BETWEEN PIER 31 AND 32) (24"Hx24"Wx12"D) \*
- (18) DELETED DUE TO RELOCATION OF CABINET (11), RFI-01006
- (19) UNIT 21 JUNCTION BOX 24"Lx24"Wx12"D (64LBS)  
MOUNTED TO UPPER LADDER RACK (NOT SHOWN)

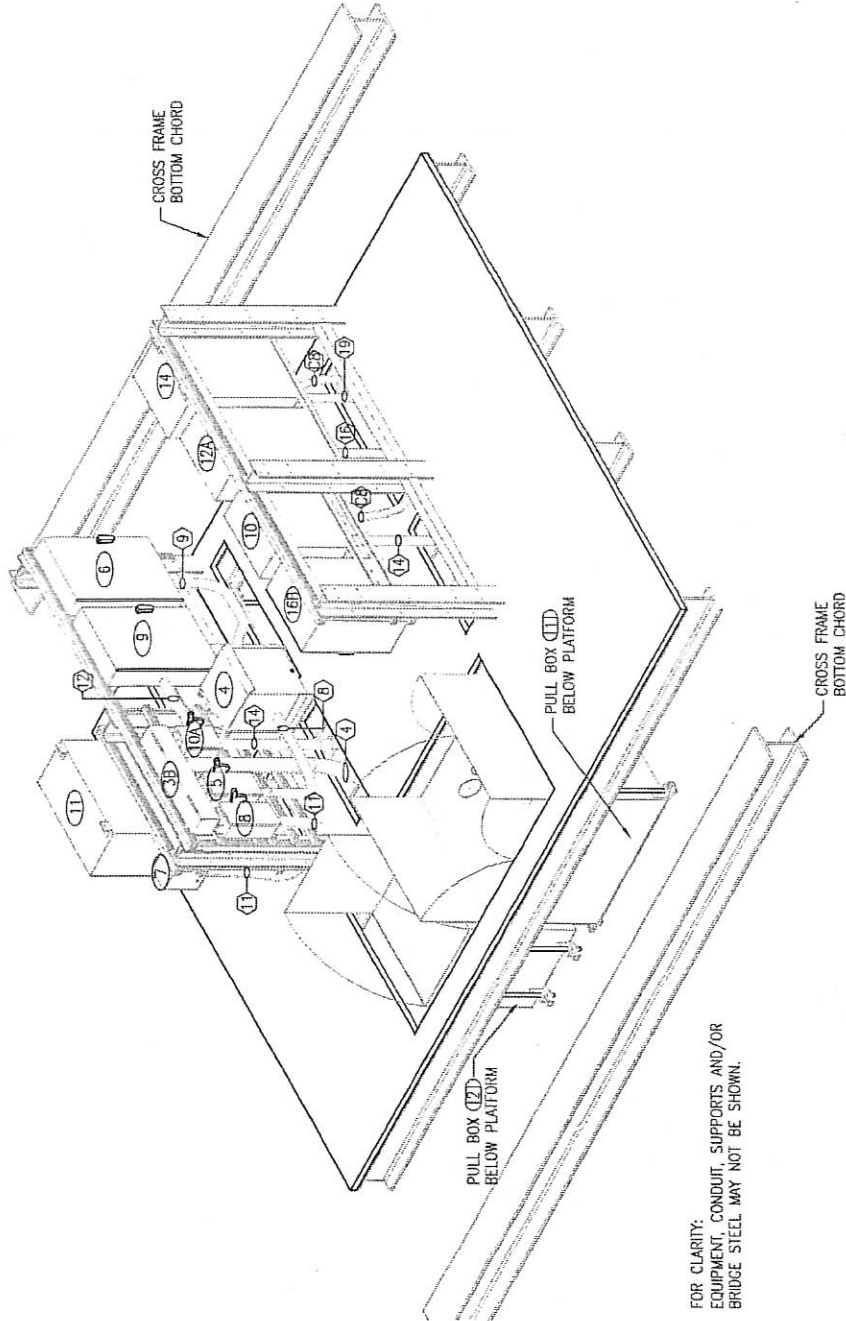
SIZES ARE NOMINAL  
ACTUAL EQUIPMENT ON PLATFORM WILL VARY WITH LOCATION  
\* EQUIPMENT DOES NOT APPEAR ON THIS TYPICAL EQUIPMENT PLATFORM LAYOUT.  
SEE NOTE B.

DATE: FEBRUARY 11, 2015	NEW NY BRIDGE
DWG. NO.: AB-680-13-E-00162-A	CONTRACT #D214134
SHEET NO.: 1 OF 5	ELECTRICAL
CD FILE: F13R-04_E037B-E0424	TYPICAL EQUIPMENT PLATFORM
REF. DWG.: F13R-04_E037B-E0424	CONDUIT LAYOUT
<b>WELSCH ELECTRIC CORP.</b>	
11-21 14th AVENUE COLLEGE PARK, NY 11536	
WEC JOB#	14-380
DESIGNED BY: R.D.	REVIEWED BY: R.L.
CHECKED BY: D.C.	APPROVED BY: D.C.
DATE: 12/19/18	DATE: 01/11/19
BY: [Signature]	BY: [Signature]

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**GENERAL NOTES:**

1. INSTALLATION SHALL CONFORM TO THE CONSTRUCTION DOCUMENTS AND NEC. THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
2. OPEN DOOR CLEARANCE OF 90 DEGREES, SHALL BE MAINTAINED FOR ALL CABINETS AND BOXES.
3. POWER AND COMM RACKS ARE OPPOSITE SIDE OF THE SAME W-BEAM.
4. ALL STRUT TO BE HOT-DIPPED GALVANIZED (HDG).
5. ALL HARDWARE (BOLTS, WASHERS, NUTS, ETC.) TO BE HDG.
6. ALL STRUT, CONDUIT, ETC. TO BE ATTACHED WITH 3/8" HARDWARE. USE LOCK WASHERS OR DOUBLE NUTS AS REQUIRED.
7. CONDUIT UNDER PLATFORM TO BE SUPPORTED WITH 3/8" HDG THREADED ROD AND HDG STRUT.
8. DETAILS SHOWN ARE TYPICAL. REFER TO CONTRACT DRAWINGS H13R-04, E0369 TO E0424 FOR ACTUAL CONDUIT TO BE INSTALLED ON EACH PLATFORM.
9. REFER TO SHOP DRAWINGS 'UNIT ELECTRICAL PLATFORM LAYOUTS' FOR EQUIPMENT ON EACH PLATFORM.
10. RIGID CONDUIT TO BE SUPPORTED WITH STRUT STRAPS OR 1-HOLE STRAPS WITHIN 3 FEET OF EQUIPMENT.

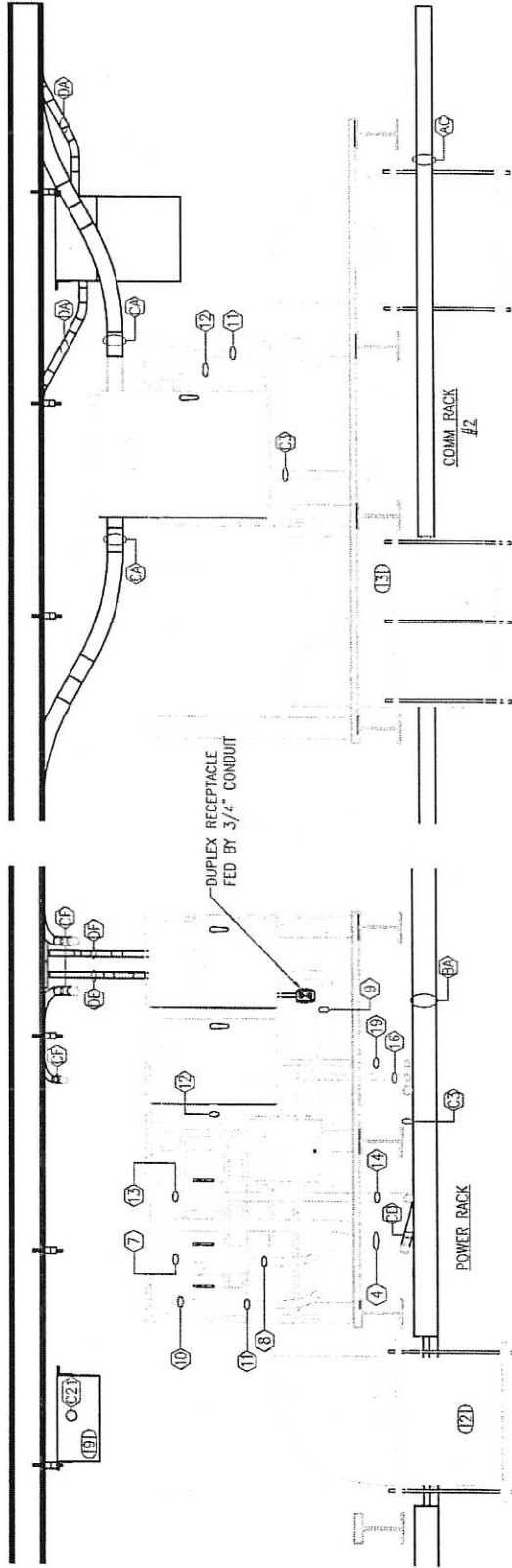
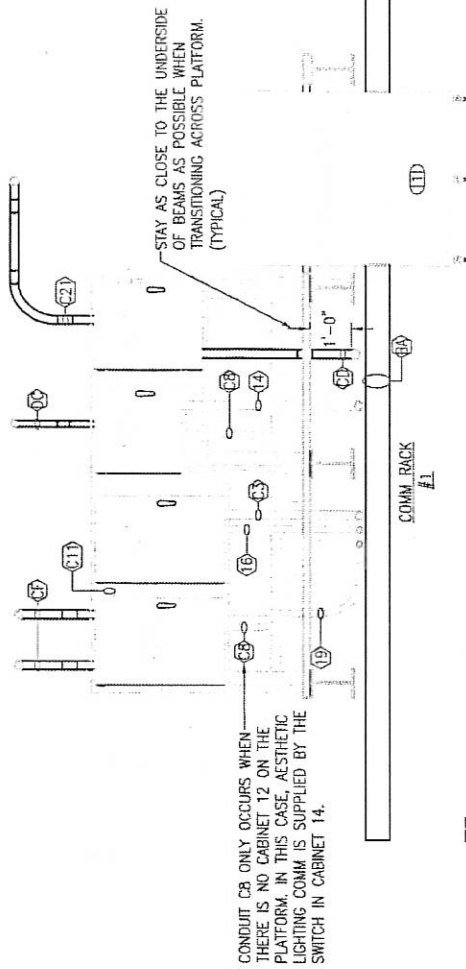


FOR CLARITY:  
EQUIPMENT, CONDUIT, SUPPORTS AND/OR  
BRIDGE STEEL MAY NOT BE SHOWN.

DATE: FEBRUARY 11, 2015		NEW NY BRIDGE	
DWG. NO.: AB-660-13-E-00182-A		CONTRACT #0214134	
SHEET NO.: 2		ELECTRICAL	
JOB P.E.: TYPICAL CONDUIT LAYOUT		TYPICAL EQUIPMENT PLATFORM	
REV. DWG.: H13R-04-E0378-E0424		CONDUIT LAYOUT	
WELSBACH ELECTRIC CORP.		WELSBACH ELECTRIC CORP.	
COLLEGE PARK, MD 20746		COLLEGE PARK, MD 20746	
WEC JOB#		WEC JOB#	
14-300		14-300	
DESIGNED BY: R.D.	CHECKED BY: R.D.	DATE: 12/18/18	BY: [Signature]
APPROVED BY: D.C.	DATE: 12/18/18	BY: [Signature]	
ENGINEERING: SUBMITTALS/STUDIOSZ - SUB-8807-12-E-00182Z - TYPICAL PLATFORM CONDUIT LAYOUT REV. ORIGINAL/AB-660-13-E-00182Z-A - TYPICAL PLATFORM CONDUIT LAYOUT REV. 12/18/2018 4:02:51 PM			

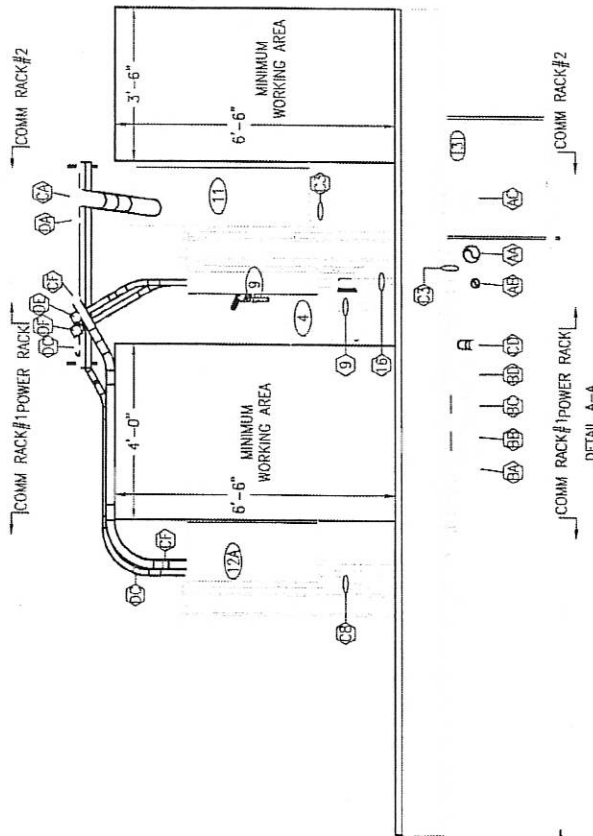
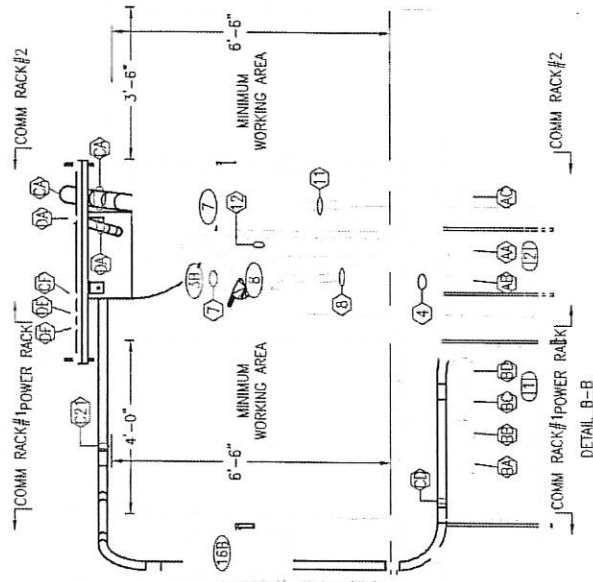


ALL EQUIPMENT SUPPORT STEEL (W-BEAMS, ANGLE SUPPORTS, BOLT HOLES, ETC.) BY OTHERS. INSTALL ADDITIONAL STRUT AS REQUIRED.

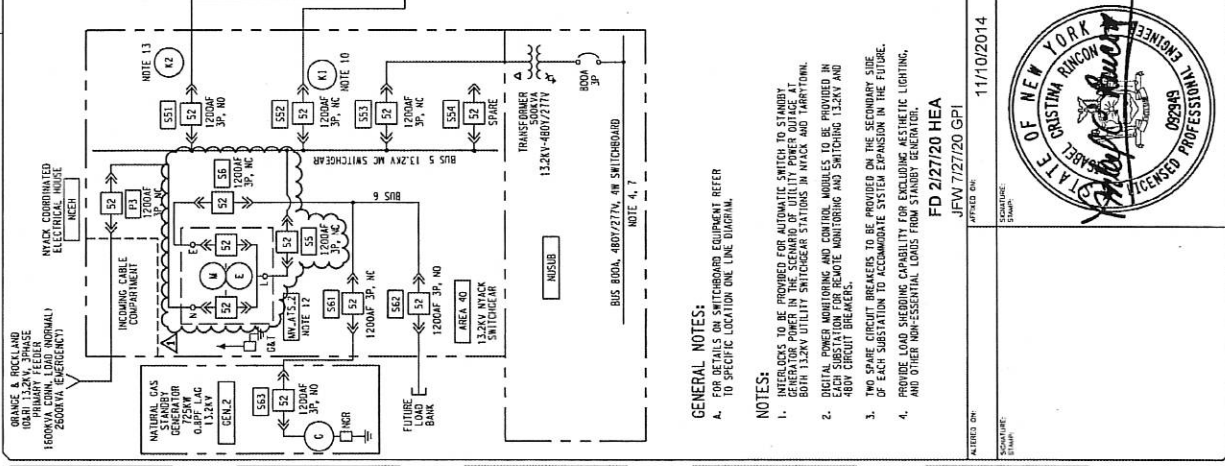
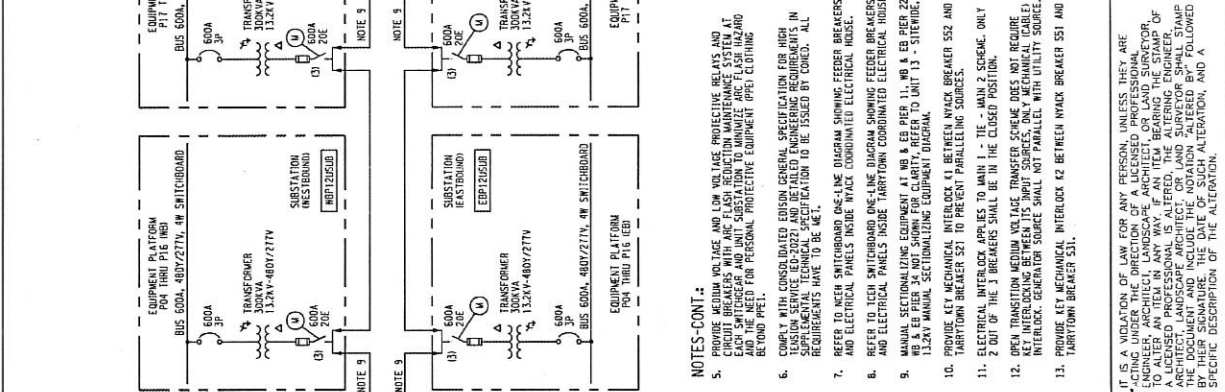
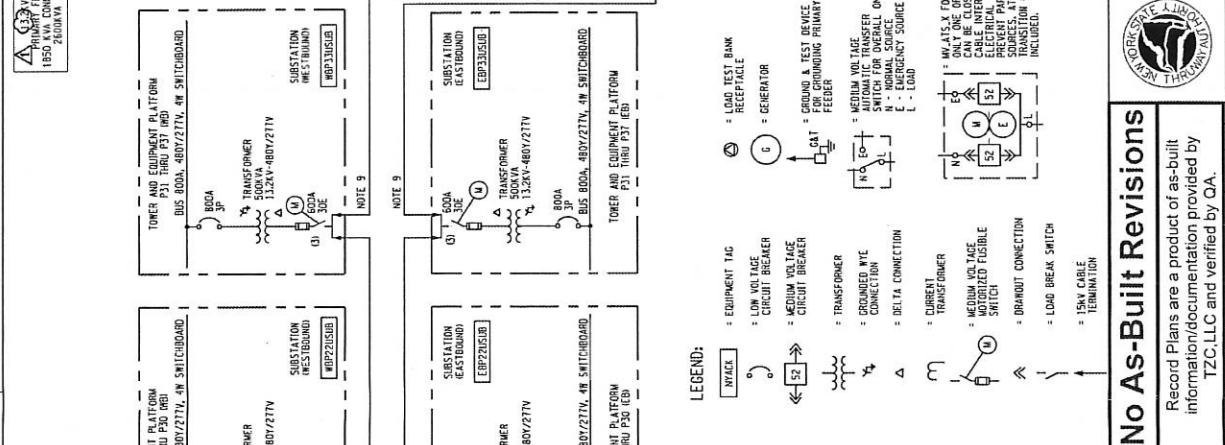
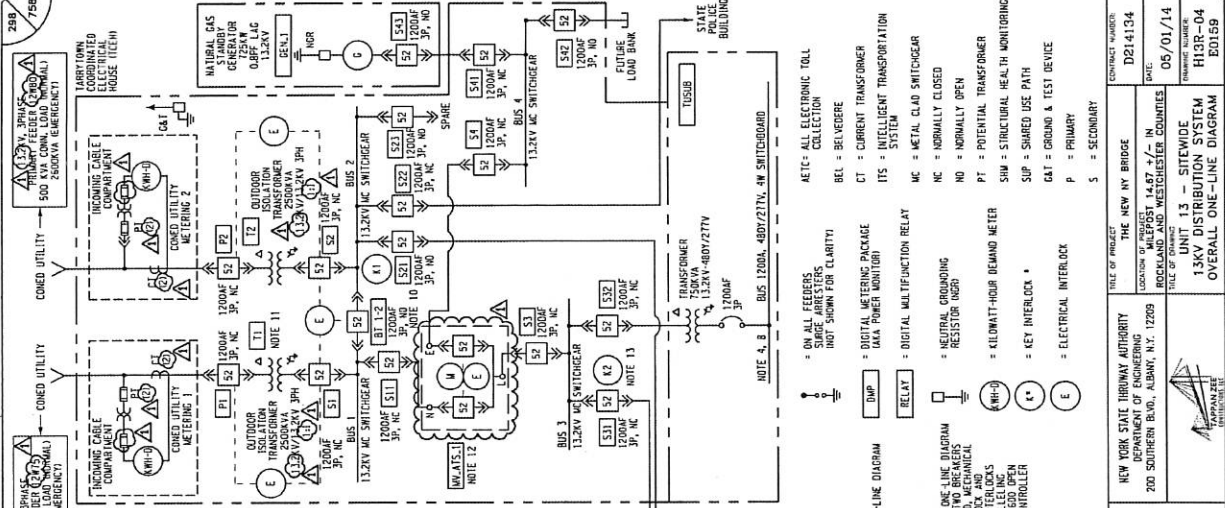


DATE: FEBRUARY 11, 2015	NEW NY BRIDGE CONTRACT #D214134 ELECTRICAL PLATFORM CONDUIT LAYOUT	WELSBACH ELECTRIC CORP. 1000 1/2 AVENUE COLLEGE PARK, MD 21756	WED JOB# 14-300	DATE: FEBRUARY 11, 2015	NEW NY BRIDGE CONTRACT #D214134 ELECTRICAL PLATFORM CONDUIT LAYOUT
DWG. NO.: AB-680-13-E-00102-A				SHEET NO.: 4 OF 5	
CD FILE: H13R-04_E0378-E0424				REP. DWG.:	
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MAINTAIN MINIMUM WORKING AREA AS SHOWN ON SHOP DRAWINGS UNIT ELECTRICAL PLATFORM LAYOUTS

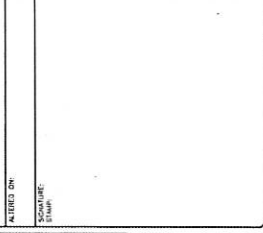


DATE: FEBRUARY 11, 2015	NEW RY BRIDGE	WELS BACH ELECTRIC CORP. 11-01 14th AVENUE COLLEGE PARK, MD 20746	REC: JOB# 14-360	DRAWN BY: R.D.	CHECKED BY: R.D.	DESIGNED BY: R.D.	DATE: 12/19/18	BY: [Signature]	
PROJECT: AB-660-13-E-00162-A	SHEET NO.: 5 OF 5								CONTRACT #0214134
TYPICAL CONDUIT LAYOUT		TYPICAL EQUIPMENT PLATFORM CONDUIT LAYOUT		TYPICAL PLATFORM CONDUIT REV. ABORIGINAL		TYPICAL PLATFORM CONDUIT REV. P-00162-A		TYPICAL PLATFORM CONDUIT REV. 12/16/2018 TUSCUS PW	



- GENERAL NOTES:**
- INTERLOCKS TO BE PROVIDED FOR AUTOMATIC SWITCH TO STANDBY GENERATOR POWER IN THE SCENARIO OF UTILITY POWER OUTAGE AT BOTH 13.2KV UTILITY SWITCHGEAR STATIONS IN NYACK AND TARTTOWN.
  - DIGITAL POWER MONITORING AND CONTROL MODULES TO BE PROVIDED IN EACH SUBSTATION TO ACCOMMODATE SYSTEM EXPANSION IN THE FUTURE.
  - TWO SPARE AIRCUT BREAKERS TO BE PROVIDED ON THE SECONDARY SIDE OF EACH SUBSTATION TO ACCOMMODATE SYSTEM EXPANSION IN THE FUTURE.
  - PROVIDE LOAD RECORDING CAPABILITY FOR EXISTING METRIC LIGHTING, AND OTHER NON-ESSENTIAL LOADS FROM TARTTOWN GENERATOR.
- NOTES - CONT.:**
- PROVIDE MEDIUM VOLTAGE AND LOW VOLTAGE PROTECTIVE RELAYS AND CIRCUIT BREAKERS WITH THE SUBSTATION TO MEET ALL ELECTRICAL AND THE NEED FOR PERSONAL PROTECTIVE EQUIPMENT (PPE) CLOTHING BEYOND PPE.
  - COMPLY WITH CONSOLIDATED EDISON GENERAL SPECIFICATION FOR HIGH TENSION SERVICE (ED-2027) AND DETAILED ENGINEERING REQUIREMENTS IN REQUIREMENTS HAVE TO BE MET.
  - REFER TO NEEL ANTENNARIUM AS-BUILT DIAGRAM SHOWING FEEDER BREAKERS AND ELECTRICAL PANELS INSIDE NYACK COORDINATED ELECTRICAL HOUSE.
  - REFER TO NEEL ANTENNARIUM AS-BUILT DIAGRAM SHOWING FEEDER BREAKERS AND ELECTRICAL PANELS INSIDE TARTTOWN COORDINATED ELECTRICAL HOUSE.
  - MANUAL SECTIONALIZING EQUIPMENT AT WB & EB PEER 11, WB & EB PEER 22, 13.2KV MANUAL SECTIONALIZING EQUIPMENT DIAGRAM.
  - PROVIDE KEY MECHANICAL INTERLOCK K1 BETWEEN NYACK BREAKER S52 AND TARTTOWN BREAKER S21 TO PREVENT PARALLELING SOURCES.
  - ELECTRICAL INTERLOCK FOR AREA 1 TO MAIN 1, THE MAIN 2 ESS/DC ONLY 2 OUT OF THE 1 BREAKERS SHALL BE IN THE CLOSED POSITION.
  - BEEN TRANSITION FROM VOLTAGE TRANSFORMER BREAKER ARE NOT CAPABLE OF WITHSTANDING BETWEEN TWO SOURCES (NON-UTERMECHANICAL (CABLE) INTERLOCK GENERATOR SOURCE SHALL NOT PARALLEL WITH UTILITY SOURCE.
  - PROVIDE KEY MECHANICAL INTERLOCK K2 BETWEEN NYACK BREAKER S51 AND TARTTOWN BREAKER S21.

ALTERED ON: 11/10/2014  
 DRAWN BY: JFW  
 CHECKED BY: L RINCON  
 DESIGNED BY: K MCGRAW  
 PROJECT: FD 2127/20 HEA  
 SHEET: JFW 7127/20 GPI



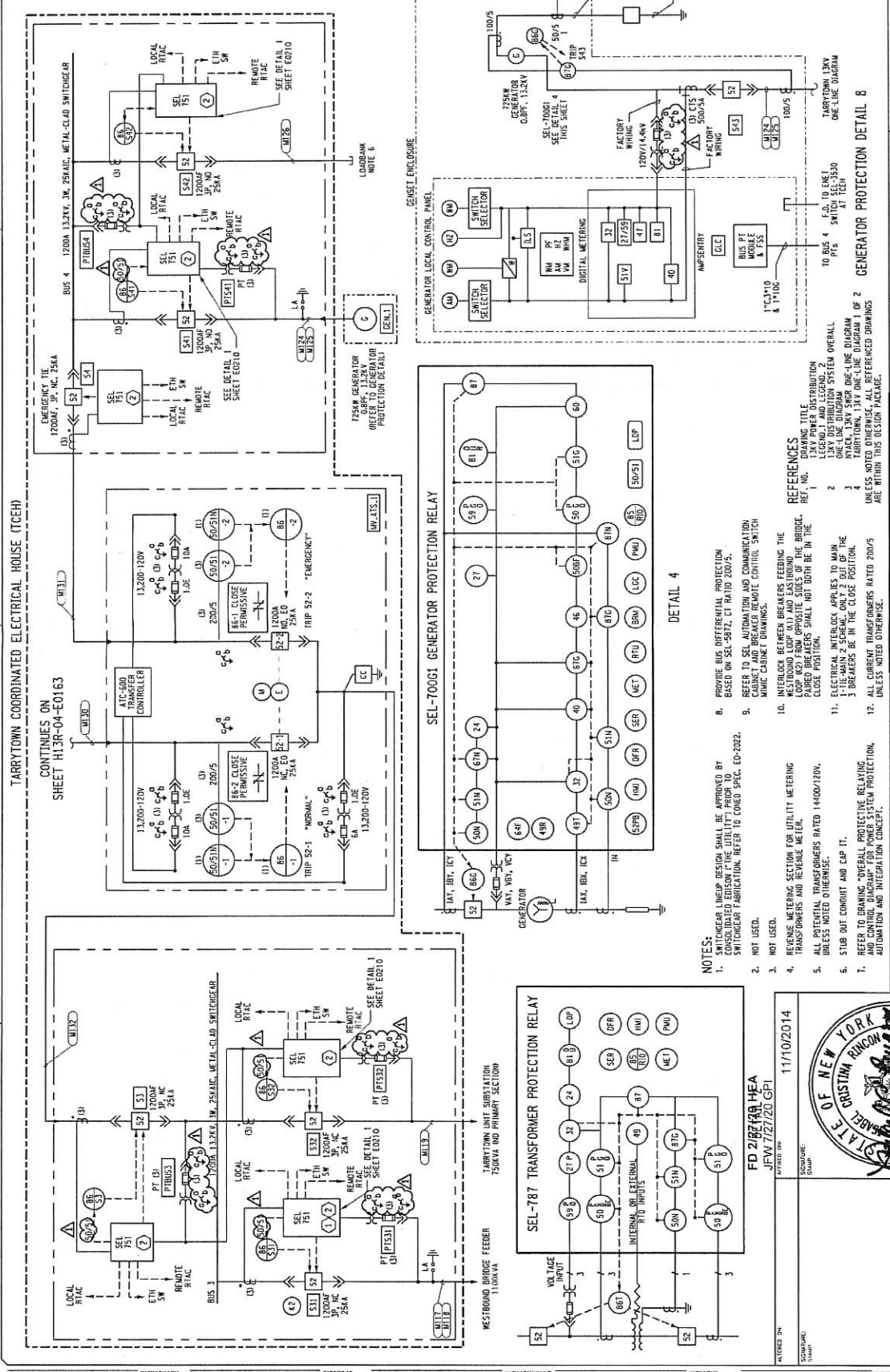
- LEGEND:**
- NYACK = EQUIPMENT TAG
  - LOW VOLTAGE CIRCUIT BREAKER
  - MEDIUM VOLTAGE CIRCUIT BREAKER
  - TRANSFORMER
  - CONNECTED WYE CONNECTION
  - DELTA CONNECTION
  - CURRENT TRANSFORMER
  - MEDIUM VOLTAGE SWITCH
  - BRANDIT CONNECTION
  - LOAD BREAK SWITCH
  - 15KV CABLE TERMINATION
- NOTES:**
- ON ALL FEEDERS NOT SHOWN FOR CLARITY)
  - DIGITAL METERING PACKAGE (AAA POWER MONITOR)
  - DIGITAL MULTIFUNCTION RELAY
  - NEUTRAL GROUNDING RESISTOR USED
  - KEYWORD HOUR DEMAND METER
  - KEY INTERLOCK
  - ELECTRICAL INTERLOCK
- ABBREVIATIONS:**
- ALL ELECTRONIC TOLL COLLECTION
  - BE = BELVEDERE
  - CT = CURRENT TRANSFORMER
  - ITS = INTELLIGENT TRANSPORTATION SYSTEM
  - MC = METAL CLAD SWITCHGEAR
  - NC = NORMALLY CLOSED
  - NO = NORMALLY OPEN
  - PT = POTENTIAL TRANSFORMER
  - SHW = STRUCTURAL HEALTH MONITORING
  - SUP = SHARED USE PATH
  - GAT = GROUND & TEST DEVICE
  - P = PRIMARY
  - S = SECONDARY

**No As-Built Revisions**  
 Record Plans are a product of as-built information/documentation provided by TZZ, LLC and verified by QA.

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR TO REPRODUCE OR MODIFY THESE PLANS OR ANY PART THEREOF. A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT OR LAND SURVEYOR SHALL STAMP AND SIGN THESE PLANS AND INDICATE THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

NEW YORK STATE THRUWAY AUTHORITY  
 DEPARTMENT OF ENGINEERING  
 200 SOUTHERN BLVD., ALBANY, N.Y. 12209  
 PROJECT: THE NEW NY BRIDGE  
 LOCATION: I-190/287/280/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/1042/1043/1044/1045/1046/1047/1048/1049/1050/1051/1052/1053/1054/1055/1056/1057/1058/1059/1060/1061/1062/1063/1064/1065/1066/1067/1068/1069/1070/1071/1072/1073/1074/1075/1076/1077/1078/1079/1080/1081/1082/1083/1084/1085/1086/1087/1088/1089/1090/1091/1092/1093/1094/1095/1096/1097/1098/1099/1100/1101/1102/1103/1104/1105/1106/1107/1108/1109/1110/1111/1112/1113/1114/1115/1116/1117/1118/1119/1120/1121/1122/1123/1124/1125/1126/1127/1128/1129/1130/1131/1132/1133/1134/1135/1136/1137/1138/1139/1140/1141/1142/1143/1144/1145/1146/1147/1148/1149/1150/1151/1152/1153/1154/1155/1156/1157/1158/1159/1160/1161/1162/1163/1164/1165/1166/1167/1168/1169/1170/1171/1172/1173/1174/1175/1176/1177/1178/1179/1180/1181/1182/1183/1184/1185/1186/1187/1188/1189/1190/1191/1192/1193/1194/1195/1196/1197/1198/1199/1200/1201/1202/1203/1204/1205/1206/1207/1208/1209/1210/1211/1212/1213/1214/1215/1216/1217/1218/1219/1220/1221/1222/1223/1224/1225/1226/1227/1228/1229/1230/1231/1232/1233/1234/1235/1236/1237/1238/1239/1240/1241/1242/1243/1244/1245/1246/1247/1248/1249/1250/1251/1252/1253/1254/1255/1256/1257/1258/1259/1260/1261/1262/1263/1264/1265/1266/1267/1268/1269/1270/1271/1272/1273/1274/1275/1276/1277/1278/1279/1280/1281/1282/1283/1284/1285/1286/1287/1288/1289/1290/1291/1292/1293/1294/1295/1296/1297/1298/1299/1300/1301/1302/1303/1304/1305/1306/1307/1308/1309/1310/1311/1312/1313/1314/1315/1316/1317/1318/1319/1320/1321/1322/1323/1324/1325/1326/1327/1328/1329/1330/1331/1332/1333/1334/1335/1336/1337/1338/1339/1340/1341/1342/1343/1344/1345/1346/1347/1348/1349/1350/1351/1352/1353/1354/1355/1356/1357/1358/1359/1360/1361/1362/1363/1364/1365/1366/1367/1368/1369/1370/1371/1372/1373/1374/1375/1376/1377/1378/1379/1380/1381/1382/1383/1384/1385/1386/1387/1388/1389/1390/1391/1392/1393/1394/1395/1396/1397/1398/1399/1400/1401/1402/1403/1404/1405/1406/1407/1408/1409/1410/1411/1412/1413/1414/1415/1416/1417/1418/1419/1420/1421/1422/1423/1424/1425/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CONTRACT NUMBER	D214154
DATE	05/01/14
PROJECT NUMBER	H13R-04
PROJECT NAME	ONE-LINE DIAGRAM 2 OF 2
LOCATION	THE NEW NY BRIDGE
LOCAL OFFICE	14.67 4/- IN
STATE OFFICE	ROCKLAND AND WESTCHESTER COUNTIES
UNIT	UNIT 13 - SITEWIDE
ONE-LINE DIAGRAM	TARRYTOWN, 13KV
DATE	11/10/2014
TIME	10:58:50 AM

**No As-Built Revisions**

Record Plans are a product of as-built information/documentation provided by TZC, LLC and verified by OA.

NEW YORK STATE THRUWAY AUTHORITY  
DEPARTMENT OF ENGINEERING  
200 SOUTHERN BLVD., ALBANY, N.Y. 12209

DATE: 11/10/2014

- REFERENCES**
1. DRAWING TITLE: TARRYTOWN, 13KV ONE-LINE DIAGRAM 2
  2. LEGEND 1 AND LEGEND 2
  3. 13KV DISTRIBUTION SYSTEM OVERALL CABINET AND BREAKER REMOTE CONTROL SWITCH MIMIC DRAWINGS.
  4. TARRYTOWN, 13KV ONE-LINE DIAGRAM 1 OF 2
- UNLESS NOTED OTHERWISE, ALL REFERENCED DRAWINGS ARE WITHIN THIS DESIGN PACKAGE.

- NOTES:**
1. SWITCHGEAR LINEUP DESIGN SHALL BE APPROVED BY CONSOLIDATED EDISON ("THE UTILITY") PRIOR TO SWITCHGEAR FABRICATION. REFER TO CONED SPEC. ED-2022.
  2. NOT USED.
  3. NOT USED.
  4. REVERSE METERING SECTION FOR UTILITY METERING TRANSFORMERS AND REVERSE METER.
  5. ALL POTENTIAL TRANSFORMERS RATED 14400/120V, UNLESS NOTED OTHERWISE.
  6. STUB OUT CONDUIT AND CAP IT.
  7. REFER TO DRAWING "OVERALL PROTECTIVE RELAYING AND CONTROL DIAGRAM" FOR POWER SYSTEM PROTECTION, AUTOMATION AND INTEGRATION CONCEPT.
  8. PROVIDE BUS DIFFERENTIAL PROTECTION BASED ON SEL-587Z, CT RATIO 200/5.
  9. REFER TO SEL AUTOMATION AND COMMUNICATION MIMIC CABINET DRAWINGS.
  10. INTERLOCK BETWEEN BREAKERS FEEDING THE WESTBOUND LOOP (L1) AND EASTBOUND THE PAIRED BREAKERS SHALL NOT BE IN THE CLOSE POSITION.
  11. ELECTRICAL INTERLOCK APPLIES TO MAIN 1-THE MAIN 2 SCHEME, ONLY 2 OUT OF THE 3 BREAKERS BE IN THE CLOSE POSITION, UNLESS NOTED OTHERWISE.
  12. ALL CURRENT TRANSFORMERS RATED 200/5 UNLESS NOTED OTHERWISE.

**FD 2187-HEA**  
JFW-7/27/20 GPI

DATE: 11/10/2014

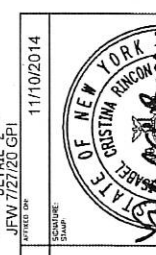
SCALE: AS SHOWN

DESIGNED BY: K. MCCOMM

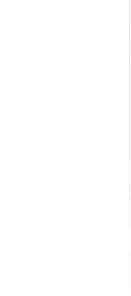
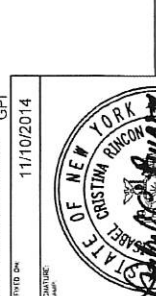
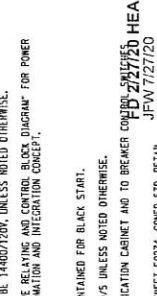
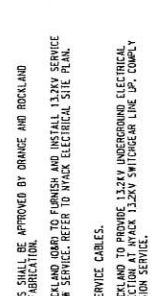
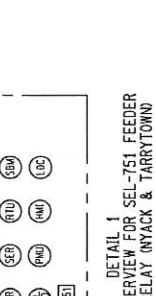
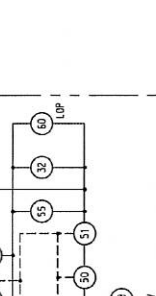
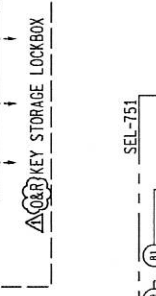
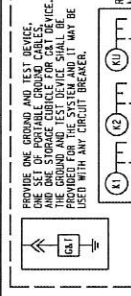
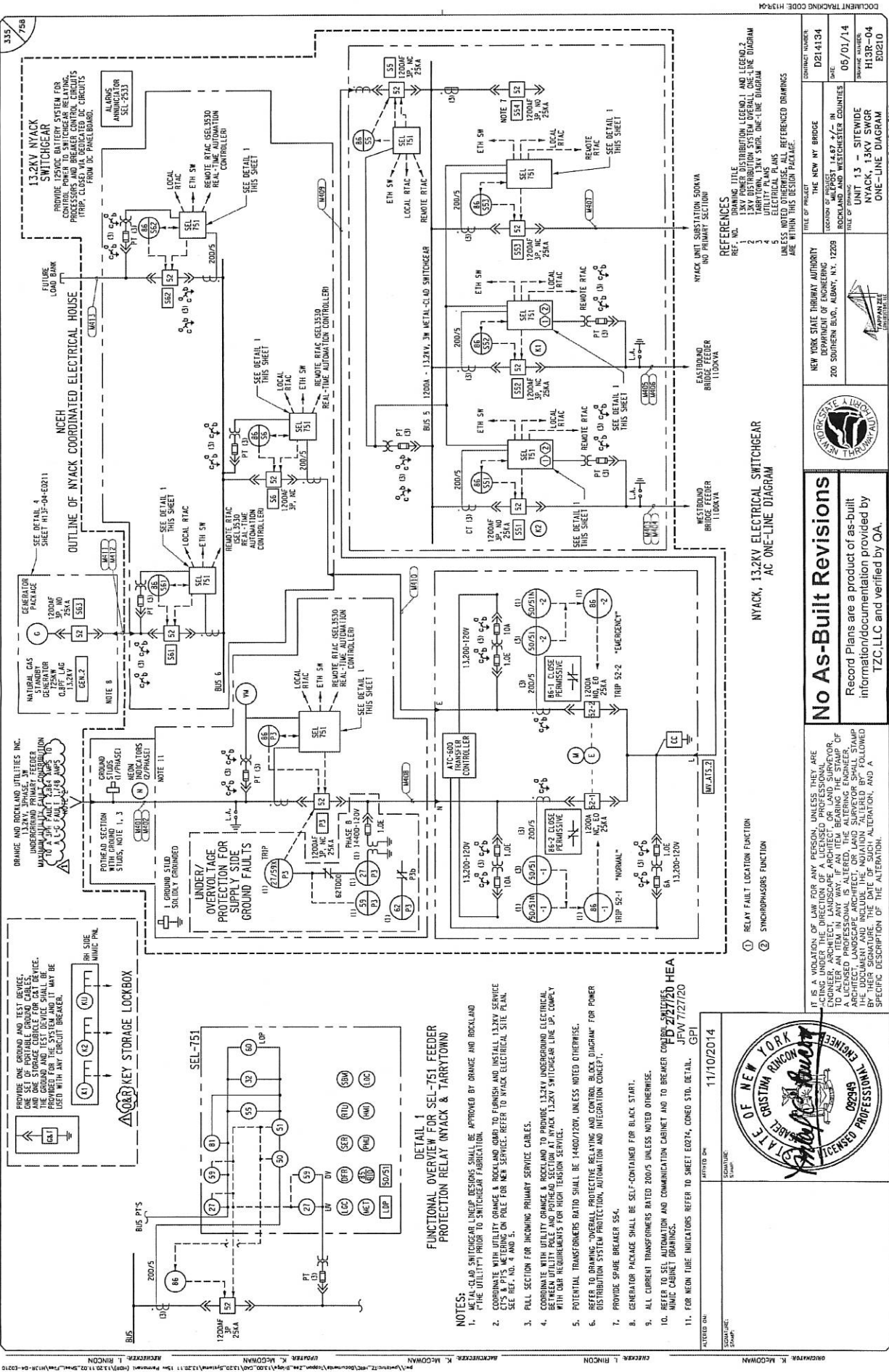
CHECKED BY: L. HINCON

APPROVED BY: K. MCCOMM

DATE: 11/10/2014



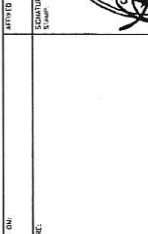
IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO PREPARE, REVISION, SEAL, SIGN, OR ISSUE ANY PROFESSIONAL ENGINEERING, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR DRAWING, SPECIFICATION, REPORT, OR OTHER DOCUMENT, WITHOUT THE SIGNATURE AND SEAL OF SUCH ALTERNATE, AND A SPECIFIC DESCRIPTION OF THE ALTERNATION.



**DETAIL 1**  
FUNCTIONAL OVERVIEW FOR SEL-751 FEEDER PROTECTION RELAY (NYACK & TARRYTOWN)

- NOTES:**
1. METAL-CLAD SWITCHGEAR LINEUP DESIGNS SHALL BE APPROVED BY ORANGE AND ROCKLAND.
  2. COORDINATE WITH UTILITY ORANGE & ROCKLAND (OR&R) TO FINISH AND INSTALL 13.2KV SERVICE CABLES ON POLE FOR NEW SERVICE. REFER TO NYACK ELECTRICAL SITE PLAN, SEE REF. NO. 4 AND 5.
  3. FULL SECTION FOR INCOMING PRIMARY SERVICE CABLES.
  4. COORDINATE WITH UTILITY ORANGE & ROCKLAND TO PROVIDE 13.2KV UNDERGROUND ELECTRICAL BETWEEN UTILITY POLE AND PORTHEAD SECTION AT NYACK 13.2KV SWITCHGEAR LINE UP. COMPLY WITH OR&R REQUIREMENTS FOR YOUR REGION SERVICE.
  5. POTENTIAL TRANSFORMER RATIO SHALL BE 14400/120V, UNLESS NOTED OTHERWISE.
  6. REFER TO DRAWING "OVERALL PROTECTIVE RELAYING AND CONTROL BLOCK DIAGRAM" FOR POWER DISTRIBUTION SYSTEM PROTECTION, AUTOMATION AND INTEGRATION CONCEPT.
  7. PROVIDE SEPARATE BREAKER SSA.
  8. GENERATOR PACKAGE SHALL BE SELF-CONTAINED FOR BLACK START.
  9. ALL CURRENT TRANSFORMERS RATED 200/5 UNLESS NOTED OTHERWISE.
  10. REFER TO SEL AUTOMATION AND COMMUNICATION CABINET AND TO BREAKER CONTROL BLOCK DIAGRAM FOR CABINET DRAWINGS.
  11. FOR NEW TUBE INDICATORS REFER TO SHEET E0274, CONEG STD. DETAIL. GPI

ALtered by: \_\_\_\_\_ DATE: 11/10/2014  
 DRAWN BY: \_\_\_\_\_  
 CHECKED BY: \_\_\_\_\_  
 APPROVED BY: \_\_\_\_\_



NYACK, 13.2KV ELECTRICAL SWITCHGEAR, AC ONE-LINE DIAGRAM

**No As-Built Revisions**  
 Record Plans are a product of as-built information/documentation provided by TZC, LLC and verified by OA.



NEW YORK STATE THRUWAY AUTHORITY  
 DEPARTMENT OF ENGINEERING  
 200 SOUTHERN BLVD., ALBANY, N.Y. 12209

NYACK UNIT SUBSTATION 500V/VA  
 NO PRIMARY SECTION

- REFERENCES:**
1. NYACK POWER DISTRIBUTION LEGEND 1 AND LEGEND 2
  2. 13.2KV DISTRIBUTION SYSTEM OVERALL ONE-LINE DIAGRAM
  3. NYACK 13.2KV SWGR ONE-LINE DIAGRAM
  4. UTILITY PLANS
  5. ELECTRICAL PLANS
- UNLESS NOTED OTHERWISE, ALL REFERENCED DRAWINGS ARE WITHIN THIS DESIGN PACKAGE.

NYACK UNIT SUBSTATION 500V/VA  
 NO PRIMARY SECTION

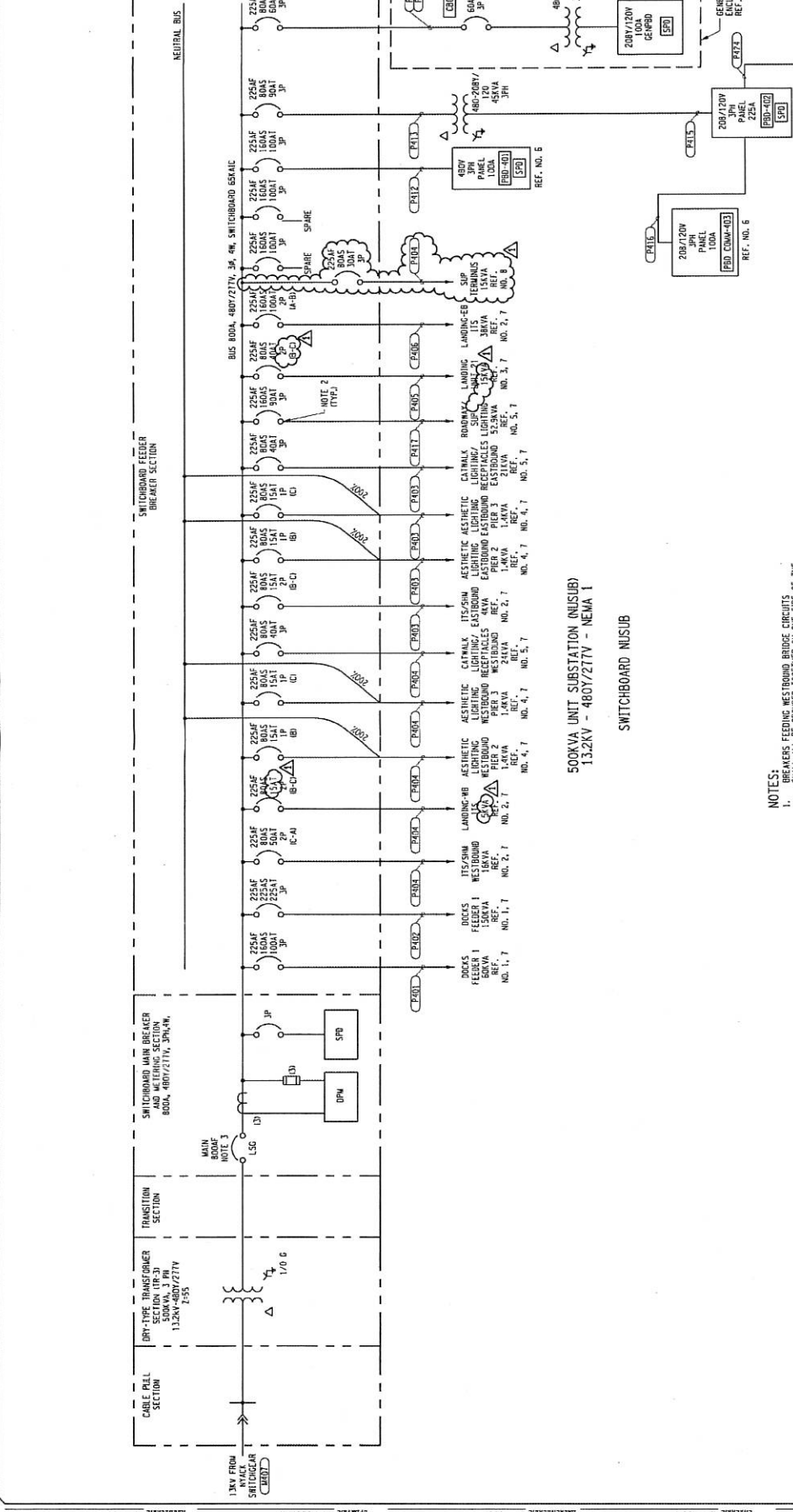
WESTBROOK BRIDGE FEEDER  
 110KV/VA

EASTBROOK BRIDGE FEEDER  
 110KV/VA

NYACK UNIT SUBSTATION 500V/VA  
 NO PRIMARY SECTION

NYACK UNIT SUBSTATION 500V/VA  
 NO PRIMARY SECTION

CONTRACT NUMBER: D214134  
 DATE: 06/01/14  
 SHEET NUMBER: H13R-04  
 ONE-LINE DIAGRAM: E0210



500KVA UNIT SUBSTATION (NUSUB)  
13.2KV - 480Y/277V - NEMA 1

SWITCHBOARD NUSUB

- NOTES:**
- BREAKERS FEEDING WESTBOARD BRIDGE CIRCUITS SHALL BE THE SWITCHBOARD AND THOSE FEEDING EASTBOARD BRIDGE CIRCUITS SHALL BE LOCATED ON THE OPPOSITE SIDE TO FACILITY FOR EASTBOARD CIRCUITS AND A SINGLE COMBOUT FOR WESTBOARD CIRCUITS.
  - CONTRACTOR SHALL COORDINATE WITH OTHER UNIT DESIGN PACKAGES AND PROVIDE CIRCUIT BREAKER FEEDER LUGS PROPERLY SIZED FOR THE CONDUCTORS. BREAKER SETTINGS SHALL BE SET AS DETERMINED BY THE COORDINATION STUDY.

- REFERENCES**
- DRAWING TITLE
  - ITS/SM THREE-LINE DIAGRAMS
  - THREE-LINE DIAGRAMS (UNIT 2)
  - ITS/SM THREE-LINE DIAGRAMS
  - CATALK LIGHTING THREE-LINE DIAGRAMS
  - ARCH PANEL SCHEDULES
  - PROJECT MANUAL
- ALL REFERENCES REFERENCED DRAWINGS ARE WITHIN THIS DESIGN PACKAGE.

**ELECTRONIC BREAKER LEGEND:**

3P BREAKER FRAME SIZE  
AS AT TRIP UNIT SETTING  
3P THREE PALE

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APPROVED ON: 11/10/2014

DESIGNED BY: JFW

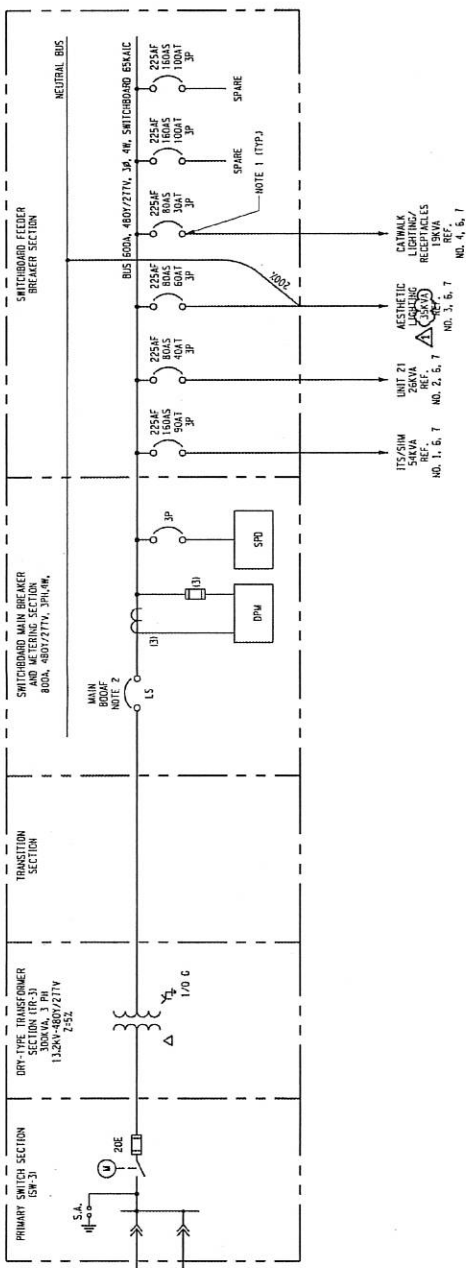
SEAL: STATE OF NEW YORK PROFESSIONAL ENGINEER

PROJECT: THE NEW NY BRIDGE

LOCATION: MILLPOST 14.87 +/- IN ROCKLAND AND WESTCHESTER COUNTIES

UNIT 13 - SITEWIDE NCEH, SWITCHBOARD ONE-LINE DIAGRAM

DATE: 11-05-2014 TIME: 09:25 AM FILE: TRC-4E029



300kVA UNIT SUBSTATION (WBPA12 USUB)  
13.2KV - 480V/277V - NEMA 3R

SWITCHBOARD WBPA12 USUB

JFW 7/27/20 GPI



- REFERENCES:**
- REF. NO. 1. IANING TITLE
  - REF. NO. 2. ITS/SIM THREE-LINE DIAGRAMS
  - REF. NO. 3. IANING TITLE
  - REF. NO. 4. CATWALK LIGHTING THREE-LINE DIAGRAM
  - REF. NO. 5. IANING TITLE
  - REF. NO. 6. IANING TITLE
  - REF. NO. 7. ELECTRICAL PLANS
- UNLESS NOTED OTHERWISE, ALL REFERENCED DRAWINGS ARE WITHIN THIS DESIGN PACKAGE.

- NOTES:**
1. CONTRACTOR SHALL COORDINATE WITH OTHER UNIT DESIGN PACKAGES AND PROVIDE CIRCUIT BREAKER FEEDER LOGS PROPERLY SIZED FOR THE CONDUCTORS.
  2. BREAKER SETTINGS SHALL BE SET AS DETERMINED BY THE COORDINATION STUDY.

**ELECTRONIC BREAKER LEGEND:**

A<sub>1</sub> BREAKER FRAME SIZE  
A<sub>2</sub> TRIP UNIT SETTING  
A<sub>3</sub> THREE POLE

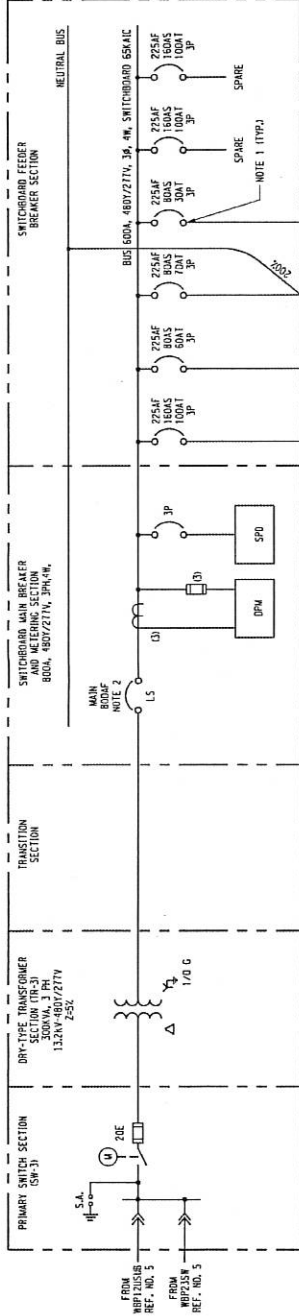
**No As-Built Revisions**

Record Plans are a product of as-built information/documentation provided by TZC, LLC and verified by QA.



NEW YORK STATE THRUWAY AUTHORITY  
DEPARTMENT OF ENGINEERING  
200 SOUTHERN BLVD., ALBANY, N.Y. 12209

CONTRACT NUMBER	D214134
DATE	05/01/14
PROJECT TITLE	THE NEW NY BRIDGE LOCATION: I-190 AT I-190 JCT. I-190 IN ROCKLAND AND WESTCHESTER COUNTIES
DATE OF PROJECT	05/01/14
PROJECT NUMBER	WBPA12 USUB
ONE-LINE DIAGRAM	E02939



300kVA UNIT SUBSTATION (WBP22 USUB)  
13.2KV - 480Y/277V - NEMA 3R

SWITCHBOARD WBP22 USUB

JFW 7/27/20 GPI



DATE: 11/10/2014  
 APPROVED BY: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 UNLESS NOTED OTHERWISE, ALL REFERENCED DRAWINGS ARE WITHIN THIS DESIGN PACKAGE.  
 IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO PREPARE, REVISION, OR ALTER ANY OF THE FOLLOWING: A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DOCUMENT AND INCLUDE THE DATE OF SUCH ALTERATION, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

- NOTES:**
- CONTRACTOR SHALL COORDINATE WITH OTHER UNIT DESIGN PACKAGES AND PROVIDE CIRCUIT BREAKER FEEDER LOGS PROPERLY SIZED FOR THE CONDUCTORS.
  - BREAKER SETTINGS SHALL BE SET AS DETERMINED BY THE COORDINATION STUDY.

- ELECTRONIC BREAKER LEGEND:**
- AF BREAKER FRAME SIZE
  - BRK UNIT
  - THREE POLE

**REFERENCES:**

- ITS/SUM DRAWING TITLE
- ITS/SUM 300VA
- ESTHETIC LIGHTING THREE-LINE DIAGRAM
- CATWALK LIGHTING THREE-LINE DIAGRAM
- ESTHETIC LIGHTING SINGLE-LINE DIAGRAM
- ELECTRICAL PLANS
- ELECTRICAL PLANS

UNLESS NOTED OTHERWISE, ALL REFERENCED DRAWINGS ARE WITHIN THIS DESIGN PACKAGE.

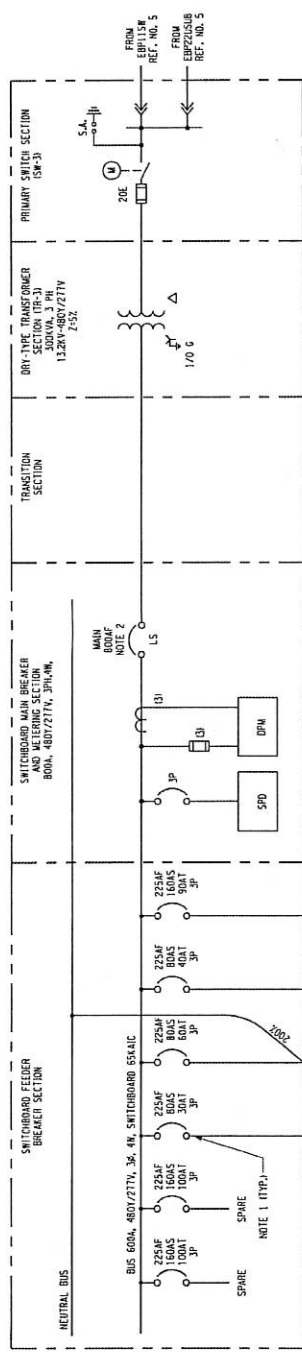


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NEW YORK STATE THRUWAY AUTHORITY  
 DEPARTMENT OF ENGINEERING  
 200 SOUTHERN BLVD., ALBANY, N.Y. 12209

TITLE OF PROJECT: THE NEW NY BRIDGE  
 LOCATION: I-190/87014.67 +/- IN ROCKLAND AND WESTCHESTER COUNTIES  
 DATE: 05/01/14  
 CONTRACT NUMBER: D214154  
 DRAWING NUMBER: WBP22USUB  
 SHEET NUMBER: H13R-04  
 PROJECT NUMBER: E0241





300KVA UNIT SUBSTATION (EBP12 USUB)  
13.2KV - 480V/277V - NEMA 3R  
SWITCHBOARD EBP12 USUB

**ELECTRONIC BREAKER LEGEND:**

- AF BREAKER FRAME SIZE
- AS BREAKER TRIP UNIT
- BP THREE POLE

**NOTES:**

1. CONTRACTOR SHALL COORDINATE WITH OTHER UNIT DESIGN PACKAGES AND PROVIDE CIRCUIT BREAKER FEEDER LOGS PROPERLY SIZED FOR THE CONDUITS.
2. BREAKER SETTINGS SHALL BE SET AS DETERMINED BY THE COORDINATION STUDY.

**REFERENCES:**

1. DRAWING TITLE
  2. 175/50M THREE-LINE DIAGRAM
  3. 175/50M THREE-LINE DIAGRAM
  4. AESTHETIC LIGHTING, THREE-LINE DIAGRAM
  5. CATWALK LIGHTING, THREE-LINE DIAGRAM
  6. SWAMPING AND DRAINAGE EQUIPMENT DIAGRAM
  7. ELECTRICAL PLANS - EB P12.12
- UNLESS NOTED OTHERWISE, ALL REFERENCED DRAWINGS ARE WITHIN THIS DESIGN PACKAGE.

ALTERED BY: JFW/7/27/20 GPI  
DATE: 05/05/14



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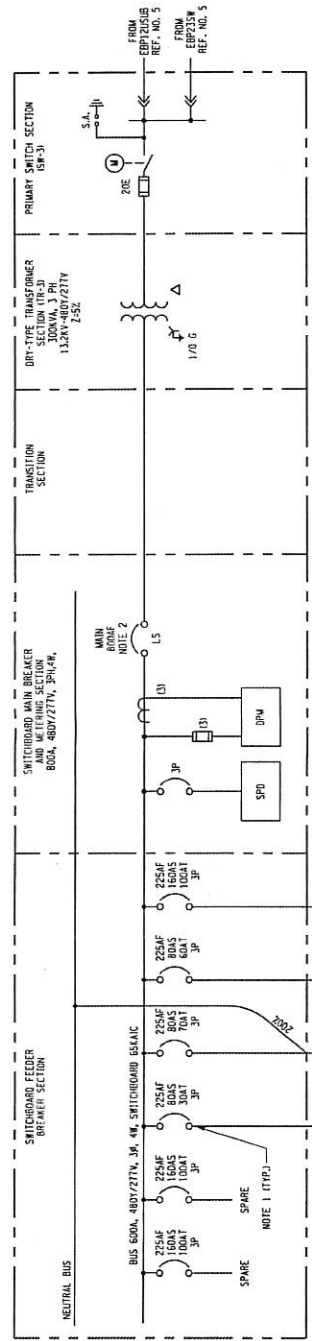
NEW YORK STATE THRUWAY AUTHORITY  
DEPARTMENT OF ENGINEERING  
200 SOUTHERN BLVD., ALBANY, N.Y. 12209



CONTRACT NUMBER: D214154  
DATE: 05/01/14

TITLE OF PROJECT: THE NEW NY BRIDGE  
LOCUS: PROJECT 14.87 +/- IN  
ROCKLAND AND WESTCHESTER COUNTIES  
FILE #  
UNIT 13 - SYSTEMS  
EBP12USUB  
ONE-LINE DIAGRAM  
DRAWING NUMBER: H13R-04  
JOB NUMBER: E0249

DATE: 06-20-2014 TIME: 10:47:37 AM FILE: H13R-04-EBP12USUB



300KVA UNIT SUBSTATION (EBP22 USUB)  
13.2KV - 480V/277V - NEMA 3R

SWITCHBOARD EBP22 USUB

ELECTRONIC BREAKER LEGEND:

- AS BREAKER FRAME SIZE
- AT TRIP UNIT SETTING
- 3P THREE POLE

NOTES:

1. CONTRACTOR SHALL COORDINATE WITH OTHER UNIT DESIGN PACKAGES AND PROVIDE CIRCUIT BREAKER FEEDER LUGS PROPERLY SIZED FOR THE CONDUCTORS.
2. BREAKER SETTINGS SHALL BE SET AS DETERMINED BY THE COORDINATION STUDY.

REFERENCES:

1. NATIONAL ELECTRICAL CODE - NFPA 70
2. NATIONAL FIRE ALARM CODE - NFPA 72
3. NATIONAL ELECTRICAL SAFETY CODE - NFPA 70E
4. NATIONAL ELECTRICAL SAFETY CODE - NFPA 70E
5. NATIONAL ELECTRICAL SAFETY CODE - NFPA 70E
6. NATIONAL ELECTRICAL SAFETY CODE - NFPA 70E
7. NATIONAL ELECTRICAL SAFETY CODE - NFPA 70E
8. NATIONAL ELECTRICAL SAFETY CODE - NFPA 70E
9. NATIONAL ELECTRICAL SAFETY CODE - NFPA 70E

IF IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR, TO SEAL OR SIGN ANY DRAWING, SPECIFICATION, OR REPORT OF A LICENSED PROFESSIONAL IS ALTERED, THE ALTERING ENGINEER, ARCHITECT, LANDSCAPE ARCHITECT, OR LAND SURVEYOR SHALL STAMP THE DRAWING AND THE SPECIFICATION, REPORT, AND A TRUE AND CORRECT COPY THEREOF WITH HIS SIGNATURE, TITLE, AND A SPECIFIC DESCRIPTION OF THE ALTERATION.

JFW 7/27/20 GPI

APPROVED BY: 05/05/14

SIGNATURE: [Signature]

STATE OF NEW YORK  
Cristina Rincon  
REGISTERED PROFESSIONAL ENGINEER  
092949

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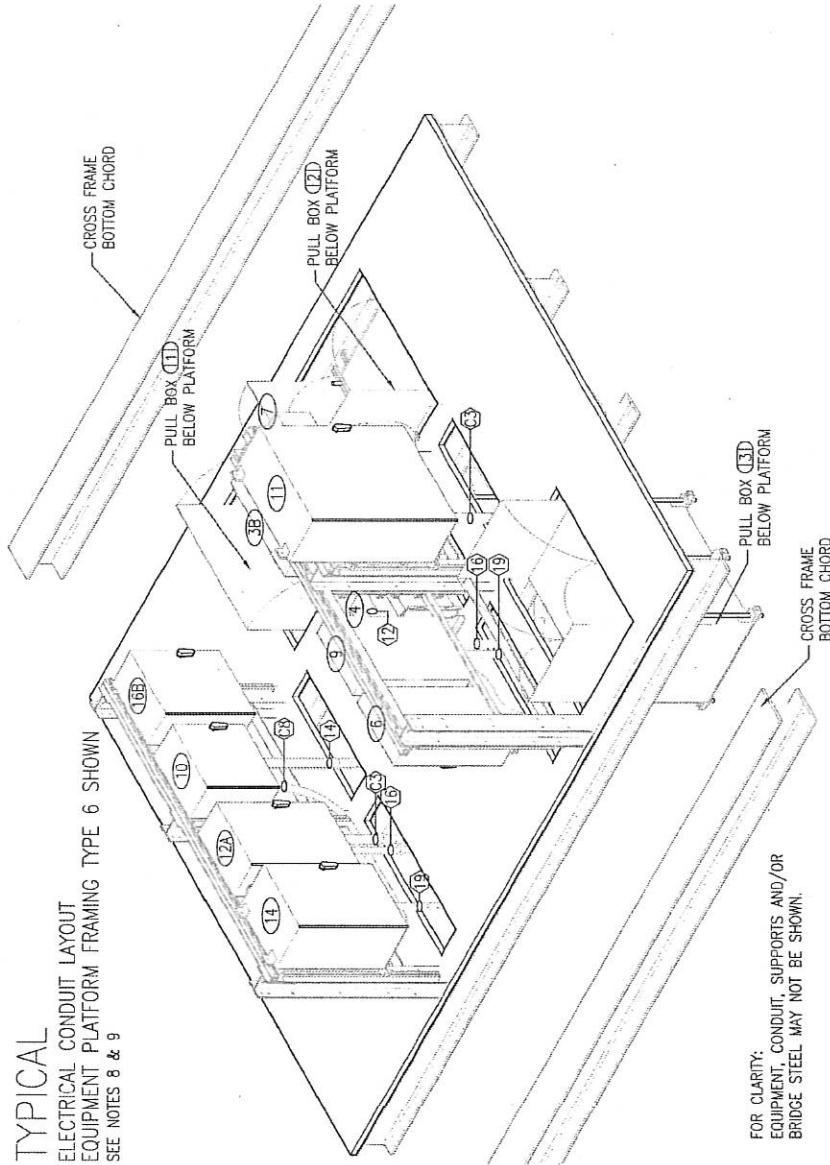
NEW YORK STATE HIGHWAY AUTHORITY  
200 SOUTHERN BLVD, ALBANY, N.Y. 12209

CONTRACT NUMBER: D21-4134  
DATE: 05/01/14  
PROJECT NAME: UNIT 13 - SYSTEMS  
DRAWING NUMBER: EBP22USUB  
ONE-LINE DIAGRAM  
E0261



AB-680-13-E-00162-A  
680.70000099

TYPICAL  
ELECTRICAL CONDUIT LAYOUT  
EQUIPMENT PLATFORM FRAMING TYPE 6 SHOWN  
SEE NOTES 8 & 9



FOR CLARITY:  
EQUIPMENT, CONDUIT, SUPPORTS AND/OR  
BRIDGE STEEL MAY NOT BE SHOWN.

**CABINETS**

- ① UNIT 21 TRANSFORMER (21.5"Hx19.5"Wx20"D) 130LBS \*
- ② UNIT 21 FUSED SWITCH (17"Hx8"Wx6"D) 30LBS \*
- ③ WIREWAY - TYPE B 6"Hx36"Wx6"D (30LBS)
- ④ SKVA CATWALK-RECEPTACLE TRANSFORMER 21.5"Hx19.5"Wx20"D (130LBS)
- ⑤ 15A CATWALK-RECEPT FUSED SWITCH 17"Hx8"Wx6"D (30LBS)
- ⑥ CATWALK-RECEPTACLE BREAKER PANEL 36"Hx24"Wx6"D (200LBS)
- ⑦ 3KVA ITS-SHM TRANSFORMER 11.25"Hx7.7"Wx8.8"D (55LBS)
- ⑧ 15A ITS-SHM FUSED SWITCH 17"Hx8"Wx6"D (30LBS)
- ⑨ ITS-SHM BREAKER PANEL 36"Hx24"Wx6"D (200LBS)
- ⑩ AESTHETIC LIGHTING CABINET 24"Hx24"Wx12"D (79LBS)
- ⑪ AESTHETIC LIGHTING DISC. SWITCH 24"Hx12"Wx11"D (30LBS)
- ⑫ AESTHETIC LIGHTING TRANSFORMER 9"Hx9"Wx7"D (25LBS)
- ⑬ COMMUNICATION BOX 48"Hx36"Wx16"D (228LBS)
- ⑭ ITS CABINET TYPE A (44"Hx36"Wx24"D) 226LBS \*
- ⑮ TRANSMIT CABINET TYPE A (36"Hx24"Wx16"D) 182LBS
- ⑯ SHM CABINET (36"Hx24"Wx16"D) 182LBS
- ⑰ UNIT 21 CABINET TYPE Q (42"Hx60"Wx12"D) 261LBS \*
- ⑱ CONVERSION BOX TYPE B (30"Hx24"Wx12"D) 96LBS

**BOXES**

- ⑲ FRE (COMMUNICATION) (486LBS) (36"Hx48"Wx48"D) \*
- ⑳ 480Y (APPROACH PIERS) 30"Lx36"Wx36"D (222LBS)
- ㉑ 13-KV 30"Lx48"Wx36"D (324LBS)
- ㉒ SPLICE (COMMUNICATIONS) (308LBS) (36"Hx36"Wx36"D) \*
- ㉓ 480Y (PIERS 42-43WB) (308LBS) (36"Hx36"Wx36"D) \*
- ㉔ 480Y (PIERS 31-32 EBWB) (36"Hx36"Wx18"D) \*
- ㉕ 480Y (PLATFORM BETWEEN PIER 31 AND 32) (24"Hx24"Wx12"D) \*
- ㉖ DELETED DUE TO RELOCATION OF CABINET ⑱ RFI-01006
- ㉗ UNIT 21 JUNCTION BOX 24"Lx24"Wx12"D (64LBS)
- ㉘ MOUNTED TO UPPER LADDER RACK (NOT SHOWN)

SIZES ARE NOMINAL  
ACTUAL EQUIPMENT ON PLATFORM WILL VARY WITH LOCATION

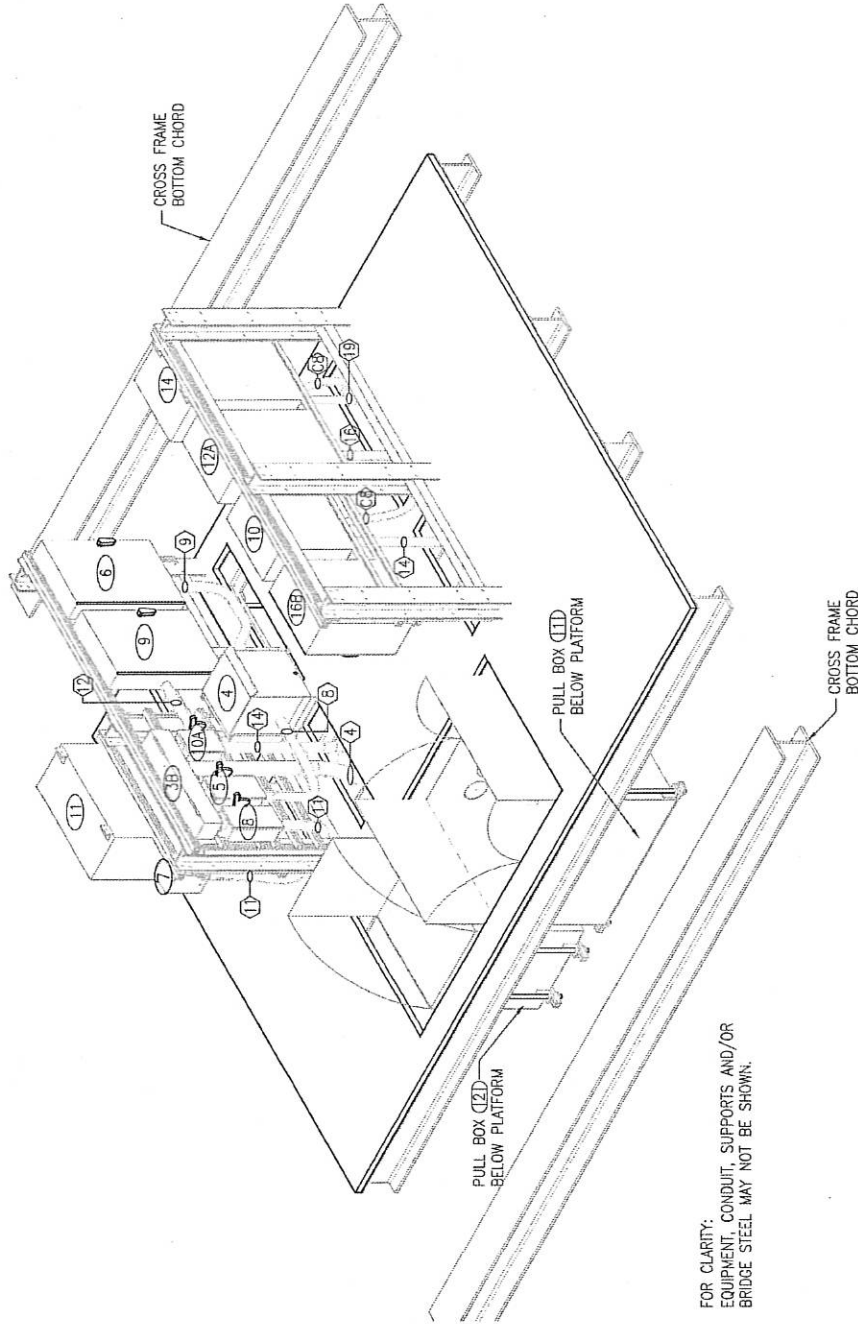
\* EQUIPMENT DOES NOT APPEAR ON THIS TYPICAL EQUIPMENT PLATFORM LAYOUT.  
SEE NOTE 8.

DATE: FEBRUARY 11, 2015	NEW NY BRIDGE
DWG. NO.: AB-680-13-E-00162-A	CONTRACT #D214134
SHEET NO.: 1 OF 5	ELECTRICAL
CAD FILE: TYPICAL CONDUIT LAYOUT	TYPICAL EQUIPMENT PLATFORM
REV: DWG: H13R-01_E037B-ED424	CONDUIT LAYOUT
 WELSRACH ELECTRIC CORP. 11-121 14TH AVENUE COLLEGE POINT, NY 11356	
WEC JOB# 14-360	
DRWN BY:	R.D.
DESIGNED BY:	R.D.
CHECKED BY:	D.C.
APPROVED BY:	D.C.
AS-BUILT APPROVAL DATE	12/18/18
ISSUED FOR	AB
	02/11/15
	AB
	02/11/15
	AB

W:\Engineering\SUBMITTALS\00162 - SD-680-13-E-00162 - TYPICAL PLATFORM CONDUIT REV\_28\ORIGINAL\AB-680-13-E-00162-A - TYPICAL PLATFORM CONDUIT.dwg: 12/18/2018 4:02:44 PM

**GENERAL NOTES:**

1. INSTALLATION SHALL CONFORM TO THE CONSTRUCTION DOCUMENTS AND NEC. THE MORE STRINGENT REQUIREMENT SHALL GOVERN.
2. OPEN DOOR CLEARANCE OF 90 DEGREES, SHALL BE MAINTAINED FOR ALL CABINETS AND BOXES.
3. POWER AND COMM RACKS ARE OPPOSITE SIDE OF THE SAME W-BEAM.
4. ALL STRUT TO BE HOT-DIPPED GALVANIZED (HDG).
5. ALL HARDWARE (BOLTS, WASHERS, NUTS, ETC.) TO BE HDG.
6. ALL STRUT, CONDUIT, ETC. TO BE ATTACHED WITH 3/8" HARDWARE. USE LOCK WASHERS OR DOUBLE NUTS AS REQUIRED.
7. CONDUIT UNDER PLATFORM TO BE SUPPORTED WITH 3/8" HDG THREADED ROD AND HDG STRUT.
8. DETAILS SHOWN ARE TYPICAL. REFER TO CONTRACT DRAWINGS H13R-04, E0369 TO E0424 FOR ACTUAL CONDUIT TO BE INSTALLED ON EACH PLATFORM.
9. REFER TO SHOP DRAWINGS 'UNIT ELECTRICAL PLATFORM LAYOUTS' FOR EQUIPMENT ON EACH PLATFORM.
10. RIGID CONDUIT TO BE SUPPORTED WITH STRUT STRAPS OR 1-HOLE STRAPS WITHIN 3 FEET OF EQUIPMENT.



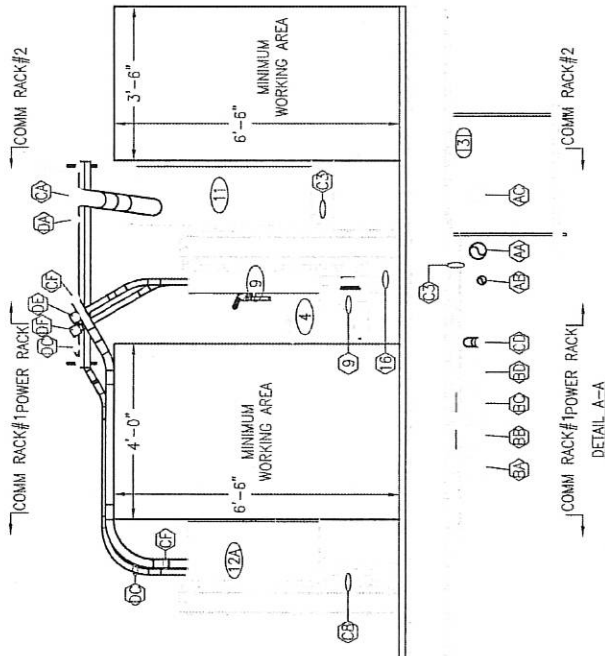
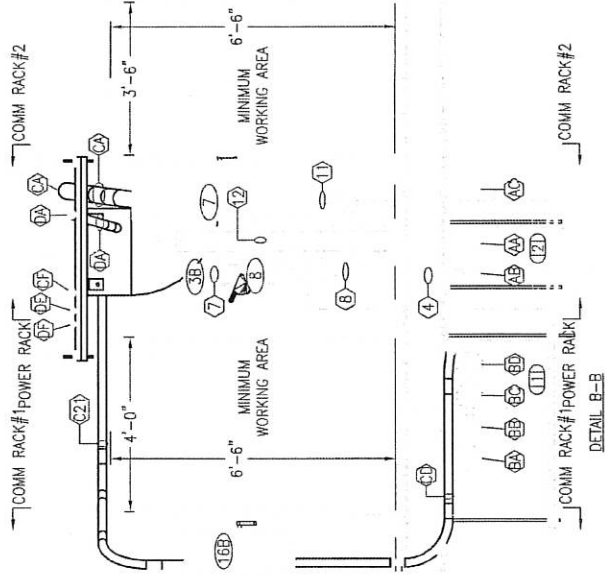
FOR CLARITY:  
EQUIPMENT, CONDUIT, SUPPORTS, AND/OR  
BRIDGE STEEL MAY NOT BE SHOWN.

DATE: FEBRUARY 11, 2015		NEW NY BRIDGE	
DWG. NO.: AB-660-13-E-00162-A		CONTRACT #D21434	
SHEET NO.: 2		ELECTRICAL	
OF 5		TYPICAL EQUIPMENT PLATFORM	
CAD FILE: H13R-04_E0378-E0424		CONDUIT LAYOUT	
REF. DWG.: H13R-04_E0378-E0424			
WELSRACH ELECTRIC CORP.			
111-01 1TH AVENUE			
COLLEGE POINT, NY 11368			
WEL JOB#			
14-360			
DRAWN BY:	R.D.	REVISION:	R.D.
CHECKED BY:	D.C.	DATE:	
APPROVED BY:		ISSUED FOR:	
		DATE:	





MAINTAIN MINIMUM WORKING AREA AS SHOWN ON SHOP DRAWINGS 'UNIT ELECTRICAL PLATFORM LAYOUTS'



DATE: FEBRUARY 11, 2015	NEW NY BRIDGE	WEISBACH ELECTRIC CORP. 11-01 14TH AVENUE COLLEGE POINT, NY 11358	WEC JOB# 14-360	REV: 12/18/2018 4:05:03 PM
DWG. NO.: AB-580-13-E-00162-A	CONTRACT #D214134			
SHEET NO.: 5 OF 5	ELECTRICAL			
CON. FILE: TYPICAL CONDUIT LAYOUT	PLATFORM			
REV. DWG.: H13R-04-ED37B-ED424	CONDUIT LAYOUT			

DRAWN BY:	R.D.
DESIGNED BY:	R.D.
CHECKED BY:	D.C.
APPROVED BY:	D.C.
DATE:	12/18/18
BY:	WEC
FOR:	AS-BUILT
ISSUED FOR:	APPROVAL

W:\Engineering\\_SUBMITTALS\00162 - SUB-580-13-E-00162 - TYPICAL PLATFORM CONDUIT REV\_28\ORIGINAL\AB-580-13-E-00162-A - TYPICAL PLATFORM CONDUIT.DWG



**Thruway  
Authority**

**KATHY HOCHUL**  
Governor

**ROBERT L. MEGNA**  
Chair

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

# **INVITATION FOR BID**

## **Electrical Preventive Maintenance**

**IFB No: 25070-910.17**  
**Issue Date: February 19, 2026**  
**Bid Due Date: March 18, 2026 at 1:00 p.m. ET**  
**Bid Opening Date: March 19, 2026 at 10:00 a.m. ET**

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### **GENERAL SPECIFICATION**

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- APPENDIX E** Cybersecurity Requirements
- APPENDIX F** Employee Screening Requirements
- EXHIBIT 1** Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
- EXHIBIT 2** Authority Supplemental Insurance Certificate (TA-W51343)
- EXHIBIT 3** New York State Certified Minority/Women/Service Disabled Veteran-Owned Business Enterprises Goal Requirements And Procedures For Participation
- ATTACHMENT 1** New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (TA-W3053)
- ATTACHMENT 2** Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TA-W2111)
- ATTACHMENT 3** Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- ATTACHMENT 4** Bid Submission Package
- ATTACHMENT 5** Gender-Based Violence and the Workplace Certification
- ATTACHMENT 6** ST-220 CA Contractor Certification to Covered Agency

## ARTICLE I - Background/Administrative Matters

### Section 1.1 – Background

The New York State Thruway Authority (“Authority”) is seeking bids from contracting firms to establish a contract for annual inspection and testing of the medium voltage (600 volts and over) electrical switching and distribution system per the manufacturer’s recommendation at the Authority’s Governor Mario M. Cuomo Bridge (GMMCB), located at 333 South Broadway, Tarrytown, NY 10591.

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

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

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

### Section 1.2 – Key Dates

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

<b>Event</b>	<b>Date</b>
IFB Issuance	February 19, 2026
Mandatory Pre-Bid Meeting Registration Deadline	March 2, 2026, close of business
Mandatory Pre-Bid Meeting	March 3, 2026 at 9:00 a.m. ET
Deadline for submitting Written Questions	March 5, 2026, close of business
Issuance of Responses to Written Questions	March 10, 2026
Bid Due Date <sup>1</sup>	<b><u>March 18, 2026 at 1:00 p.m. ET</u></b>
Live Bid Opening (via YouTube) <sup>2</sup>	<b><u>March 19, 2026 at 10:00 a.m. ET</u></b>
Anticipated Contract Term (see Section 3.4 for more details)	Five years from Date of Award.

<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:

### 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).

Jeremy Staie  
Contract Management Specialist 1  
New York State Thruway Authority  
200 Southern Boulevard  
Albany, New York 12209  
[Jeremy.Staie@thruway.ny.gov](mailto:Jeremy.Staie@thruway.ny.gov)

Danielle Adams  
Director, Bureau of Compliance  
New York State Thruway Authority  
200 Southern Boulevard  
Albany, New York 12209  
[Danielle.Adams@thruway.ny.gov](mailto:Danielle.Adams@thruway.ny.gov)

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

A **mandatory** pre-bid walk-through meeting for bidders will be held as follows:

Date: March 3, 2026  
Time: 9:00 a.m. ET  
Location: 333 South Broadway, Tarrytown, NY 10591

**Bidders are required to attend this meeting - only bids from bidders who attended the mandatory pre-bid meeting will be considered. Bidders must also provide their own Personal Protective Equipment (hard hats and safety vests).** Upon arrival at the pre-bid meeting site, attendees must inform the guard at the door that they are there to attend the meeting. Bidder is solely responsible for ensuring that the company name and address on the sealed bid envelope matches the company name and address recorded on the mandatory pre-bid meeting sign-in sheet. Attendees must pre-register with the Authority's Contract Management Specialist named in Section 1.3 by March 2, 2026, close of business.

### 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 IFB to establish a contract for annual inspection and testing of the medium voltage (600 volts and over) electrical switching and distribution system per the manufacturer's recommendation at the Authority's GMMCB located at 333 South Broadway, Tarrytown NY, 10591. This is a preventive-maintenance program that requires the Contractor to develop comprehensive written reports and also perform minor service and repair (mostly cleanups and adjustments) as is readily completed during an inspection. All other corrective work will be done either by others, based on the Contractor's written reports and recommendations, or by the Contractor at the Contract's specified rate (as stated per Item 2 in the bid section).

### **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:

Operates an engineering and testing organization with four or more years' experience in the appraisal and testing of equipment as specified herein.

Regularly employs full-time electrical engineering professionals who are thoroughly trained in the work specified herein, including compliance with applicable standards and codes. See also: section 2.4 Specifics.

Has satisfactorily completed other contracts similar in nature and scope to the one specified herein, with history to show a compliance with written requirements.

Owns or has access to sufficient test/calibration equipment as required to perform the work specified herein. Maintains a stock of standardized report forms sufficient for submitting uniform test reports and recommendations to the Authority as required herein.

Subcontracting will only be allowed if approved by the Authority in advance. Provide subcontractor information, if applicable, on the Bid Submission Package. Awarded Contractor must perform the majority of the work on this contract.

### **Section 2.3 – Minimum Qualifications**

1. Certificate of Contractor Registration from the NYS Department of Labor as specified in Section 4.8 below.
2. Contractor's and/or subcontractor's employees performing any work specified within this contract are required to obtain and possess at least one of the credentials listed below. See Appendix F - Employee Screening Requirements for additional information.
  - a) A valid Transportation Worker Identification Credential (TWIC).
  - b) A valid Secure Worker Access Consortium (SWAC) credential.
3. Confirmed attendance by Contractor at the mandatory pre-bid meeting. See Section 1.4 - Pre-Bid Meeting for additional information.

### **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 ± sign after the number indicates a leeway of 10% either side.

## **ITEM 1: INSPECTION**

### **Annual Inspection, Maintenance, and Lubrication**

Locations of the equipment are as follows. Component areas include, but are not limited to:

- Tarrytown electrical distribution equipment.
- Nyack electrical distribution equipment.
- Electrical substations located as listed on the GMMCB:
  1. Pier 12 Westbound (Northbound) and Eastbound (Southbound) 13.2kV to 300kVa substations.
  2. Pier 22 Westbound (Northbound) and Eastbound (Southbound) 13.2kV to 300kVa substations.
  3. Pier 33 Westbound (Northbound) and Eastbound (Southbound) 13.2kV to 500kVa substations.

Under this program, the contractor shall perform and document one inspection/test per year, or as indicated in the Inspection and Maintenance Schedule and the Lubrication Schedule (Attachment 2). The Authority will arrange and pay for any related power shutdowns, disconnects and reconnects.

The Authority will provide for any and all traffic control necessary.

After completing the inspection, the contractor must produce an engineering report documenting all findings and recommending additional work (preventive maintenance, repairs, and overhauls) as deemed necessary.

**Note also that this contract does not provide for price adjustments (Section 3.3). The contract pricing shall remain firm for the duration of the contract.**

### **A. SEASONAL RESTRICTIONS**

This work is strictly seasonal. It will take place annually during April and October.

### **B. BUILDING STANDARDS AND CODE COMPLIANCE**

All work shall conform to the NYS Uniform Fire Prevention and Building Code (19NYCRR), Part 1221 (Building Code), Chapter 27 (Electrical) VERSION 2007 and its referenced standards, including NFPA 70E–2004: Standard for Electrical Safety in the Workplace (Arc Flash).

### **C. PROFESSIONAL STANDARDS**

All work shall be done under the direct supervision of a qualified Professional Engineer (PE) licensed in the state of New York and having at least a bachelor's degree in electrical engineering from an accredited college, or by a level four electrical testing technician (ETT) certified by the National Electrical Testing Association (NETA).

## **D. GENERAL TASKS - COMMON FOR ITEM 1**

Work must be done with minimum inconvenience to the operation of the GMMCB and buildings, including its equipment and the employees who work there. The contractor shall confer with the site supervisor to schedule shutdowns for off-peak hours. The Authority will not approve additional charges for contract work performed outside regular working hours.

## **E. STANDARD INSPECTION**

The Contractor shall conduct each inspection with consideration for human safety as well as the preservation of existing equipment. Contractor shall take care to prevent any personal injury and any equipment damage that would introduce the need for further repairs or replacement.

Note: In addition to the standard inspection, thermographic analysis of certain specified components will be required; and for that procedure the Contractor must plan ahead to meet a related time constraint. See section "F. Infrared Thermography", below.

For each inspection, the contractor shall:

1. Inspect all installation locations and report unfavorable environmental conditions.
2. Inspect the equipment at each installation location and appropriately document all findings for each device or component as follows:
  - Record the complete nameplate information for each piece of equipment.
  - Perform Inspection, Maintenance and Lubrication per the attached Appendix.
  - Record any damage, deterioration, contamination, loose material or any other observed potential for equipment failure that may be prevented.
  - Check all equipment for level, for stability (sound attachment to foundations), and for operation of doors and draw-out devices.
  - Check all electrical groundings. Record the number of ground buses and straps; and report all deficiencies.
  - Record any additional conditions that should be corrected by others.
  - Document all details and events (including infrared thermography) as required for the post-inspection report.

## **F. INFRARED THERMOGRAPHY**

Contractor shall perform a thermographic test of the following system components prior to a scheduled shutdown:

- High-voltage cable splices/connections.
- Primary service equipment.
- Primary fused switches.
- Unit substations.

- Pad-mounted transformers.
- Panel boards and switchgear.
- Motor control centers.
- Emergency generator system equipment.
- UPS system.
- Other equipment if/as directed by the building supervisor.

Note: These test results shall be included in the pre-shutdown report as specified in Section G below, Documentation (required at least 14 days prior to the shutdown).

The infrared thermography test shall meet the NETA MTS-2007 standard, which includes, but is not limited to, these requirements:

1. Visual and Mechanical Inspection

- Survey the system with load applied. Remove covers as necessary prior to thermographic inspection.
- Use appropriate caution, safety devices and personal protective equipment.

2. Documentation and Written Report

Prepare a written report, to include:

- Description of equipment tested.
- List of discrepancies.
- Temperature differences (area scanned vs. the reference area).
- Probable cause of each temperature difference.
- Areas inspected (including those that were unobservable).
- Statement of load conditions at time of inspection.
- Photos and thermographs of each deficient area.
- Recommendations for corrective action.

3. Test Parameters

- Use imaging equipment capable of detecting a temperature difference of 1°C at 30°C.
- Use a radiation detector that converts the information to a visual signal.
- Perform surveys during periods of maximum possible loading (Ref: ANSI/NFPA 70B, 2006 edition, Section 21.17).

## **G. DOCUMENTATION**

After each annual inspection, Contractor shall submit an engineering report to detail all procedures completed and recommend additional work.

For each annual inspection, two types of submittals are required:

### 1. Pre-Shutdown Report

At least 14 days prior to a scheduled shutdown, the Contractor shall submit a pre-shutdown engineering appraisal of all specified equipment as tested in the operating mode. It shall include the analysis of results per Section F above, Infrared Thermography (including color photos of each deficient area). Contractor shall submit the report in writing (electronic format such as a PDF is preferred). The pre-shutdown report shall also recommend any repairs, overhauls, or maintenance work that should be scheduled for the shutdown period. To avoid delays during a shutdown, the report should also identify any parts and materials that are required on site for the recommended work. The sourcing for these materials may be negotiated.

### 2. Post-Shutdown Report

Following the work of each inspection, the supervising PE or supervising level four (4) ETT shall sign and submit a post-shutdown report promptly to the Authority (within 10 business days). This report is required in writing (electronic format such as a PDF is preferred), and shall include four (4) sections:

1. An executive summary of principal findings and the scope of corrective work.
2. Recommendations on repairs, overhauls, and other maintenance work that should be scheduled for a subsequent shutdown, including a listing of parts and materials that should be on hand for this work.
3. Complete documentation of all test and inspection results on each significant item. Test and inspection results must be submitted for each power circuit breaker, protective relay, power transformer, and all motor controls.
4. Baseline test data for use in future inspections (for comparison purposes).

## **H. MEDIUM VOLTAGE METAL-CLAD AND ENCLOSED SWITCHGEAR MAINTENANCE, INSPECTION, AND LUBRICATION**

### 1. Switchgear Equipment – Medium Voltage

- Perform inspection, maintenance, and lubrication per the attached EATON schedule appendix.

### 2. Transformers, Substation Type – Medium Voltage

- All transformers located in the area of the Tarrytown Electrical Distribution Room (EDR), Rockland County EDR, and GMMCB that are owned by the Authority and are part of the equipment listed in this IFB.

### 3. Switchgear Equipment and Breakers – Low Voltage

- Perform inspection, maintenance, and lubrication per the attached EATON schedule appendix.

### 4. Switchboards and Molded Case Breaker

- Perform inspection, maintenance, and lubrication per the attached EATON schedule appendix.

#### 5. Lighting and Distribution Panel Boards – Low Voltage

- Perform inspection, maintenance, and lubrication per the attached EATON schedule appendix.

#### 6. Safety Switches

- Perform inspection, maintenance, and lubrication per the attached EATON schedule appendix.

#### 7. System Ground

- Depending on size of grounding system, use appropriate method (fall of potential, slope, intersection) to measure the ohmic value of ground system to earth.
- Verify all equipment ground terminations with respect to prime point used.

#### 8. Supervisory Control and Data Acquisition System (SCADA)

- SCADA information is Confidential and not to be shared.
- Support the configuration of the existing configuration.
- Provide the Authority access to SCADA system information past and present.
- Provide Authority monitoring access for multiple users at the Authority's discretion.
- Meet and comply with the Authority's External Network Agreements.

#### SCADA System Hardware and Software

- ECPS Hardware and Software Points List
- The data to be collected from each SEL relay for SCADA communication and the external SCADA interface are identified on the points list and included in the appendix.

#### HMI Software

- Schneider Electric's Citect SCADA software with a 5,000-tag count limit is used as the HMI software. Citect SCADA has a native DNP3 driver and is configured to communicate with the IEDs directly. A detailed description of the HMI can be found in Section 5: ECPS HMI System, and a detailed description of HMI navigation in Section 6: HMI Navigation.

#### SEL-3530 Real-Time Automation Controller (RTAC)

- A total of two RTACs are used in the system. Each RTAC is located in the NCEH and TCEH automation and communications control panels, and they are configured for the following tasks:

##### 1. Mirrored Bits Gateway

An RTAC is configured as a gateway between the relay communications using Mirrored Bits protocol. It performs the logic calculation on the exchanged Mirrored Bits messages. The serial ports on the RTAC are used for Mirrored Bits communications.

## 2. IRIG-B Distribution

The RTZCs are configured to receive an IRIG-B time signal from the local SEL-2407 Satellite-Synchronized Clock, which in turn is used as a source of IRIG-B distribution. The IRIG-B signal is distributed to the relays via serial fiber-optic cable connected to each of the relays from the RTAC.

## 3. Protocol Converter

SEL-587Z High-Impedance Differential Relays are connected to the RTAC gateway using EIA-232 point-to-point serial fiber-optic links. The data collected using SEL protocol is converted to DNP3 protocol data and transmitted to the Citect SCADA DNP3 driver.

### SEL IEDs

- Citect DNP3 over Ethernet I/O drivers communicate directly with all Ethernet-supported SEL IEDs. The digital input signals that are transmitted to the SCADA software have time stamps assigned by the IEDs.

### SEL-2523 Annunciator Panel

- The SEL-2523 Annunciator Panel at each substation is configured to display alarms based on status signals wired to its digital input contacts. These status alarms also report to the associated RTZC and are made available to SCADA.

### Time Management

- An SEL-2812MT/SEL-2812MR Fiber-Optic Transceiver/Modem with IRIG-B pairs is attached to the serial ports to provide fiber-optic interfaces between the SEL IEDs and the RTACs. Table 8.0 lists the sources of time distribution that are used for each device on the network.

Table 8.0 Time Distributions

Device	Source	Time Format
RTAC	Local SEL-2407	IRIG-B
SEL Relays	RTAC	IRIG-B
SEL-3355	RTAC	NTP
SEL-2523	RTAC	IRIG-B
SEL-2730M Managed 24-Port Ethernet Switch	RTAC	NTP
SEL-3620 Ethernet Security Gateway	RTAC	NTP

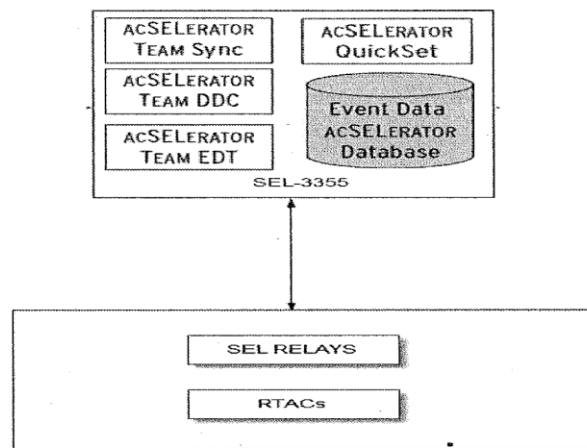
### External SCADA Interface

- The data from the NCEH SEL relays are concentrated on an RTAC located at the automation and communications panel. The data from TCEH SEL relays are concentrated on an RTAC located at the TCEH automation and communications panel. These RTACs are configured to serve as DNP3 servers for the external SCADA interface. Refer to the attached points lists for ETS-recommended SEL relay data points. The DNP3 communications parameters, such as DNP3 server ID and client ID, are included in the points list located in the Appendix D:I/O List.

## AcSELEerator TEAM SEL-5045 Software

- AcSELEerator Team SEL-5045 Software is used to collect event reports from the SEL relays. The SEK-3355 Computers located at the TCEH and NCEH automation and communications panels each have TEAM installed. Each instance of TEAM has a license limit of 25 devices and is configured to collect the events from SEL relays at their respective locations. The event reports from the relays are collected at an interval of 30 minutes. The two TEAM versions installed on two different computers run independently, and the collected data is stored in the local hard disk drive. A total number of 29 SEL relays are configured for event report collection. The TEAM retrieves the events from Ethernet-supported SEL relays in a peer-to-peer arrangement. The RTAC is configured to collect the events from SEL relays that support only serial connections and events retrieved by the RTAC are collected by TEAM over an Ethernet connection.

Figure 4.1 - AcSELEerator Team Communications



## Software for IED Settings

- Each substation SEL-3355 has specific software tools installed for engineering use only. Access to all engineering software is password protected. Software tools include the following:
  1. AcSELEerator QuickSet SEK-5030 Software.
  2. AcSELEerator RTAC SEL-5033 Software.
- The SEL-3355 Computers at the NCEH and TCEH panels support the downloading of configuration files. IED updates are available only in engineering login mode, using additional password security as required.

## **I. TRANSFORMERS, DRY TYPE**

Dry transformers located in the ceiling (from 277/480 to 120/208 volts) require megger, torque, check, and top adjustments. Output voltage shall be tested with a suitable meter, with adjustments made as necessary and all connections cleaned and tightened to the specified torque.

## **ITEM 2: UNANTICIPATED ADDITIONAL WORK**

Unanticipated additional work not called for in the Detailed Specifications may be authorized by the Authority while the job is in progress at the contract's specified rate for labor.

### **ITEM 3: PERCENTAGE MARKUP FOR EQUIPMENT AND PARTS**

If necessary, the Authority may authorize the Contractor to purchase equipment or replacement parts on behalf of the Authority for installation during this contract at the Contractor's specified markup-over cost. The Authority estimates an approximate annual expenditure of \$15,000.00 for equipment and replacement parts.

#### **Section 2.5 – Quality Assurance**

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.

#### **Section 2.6 – Delivery (Intentionally Omitted)**

#### **Section 2.7 – Packaging (Intentionally Omitted)**

#### **Section 2.8 – Training (Intentionally Omitted)**

#### **Section 2.9 – Submittals**

The bidder shall submit with its bid detailed specifications, circulars and all necessary data on the product to be furnished. If the product offered differs from the provisions listed, such differences must be explained in detail. Failure to submit any of the 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.

Product Data:

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

Quality Control Submittals:

- Inspection and Test Procedures: Submit manufacturer's written inspection and test procedures required for annual and interim inspections. Include interim inspection schedule, and inspection report forms required to complete the above inspections. Interim and annual inspections and tests not in contract (N.I.C.) shall be the responsibility of Authority Personnel.
- Certificates: The bidder shall arrange that the system be tested, in the presence of Authority forces, upon completion of installation and certified to with an affidavit that the system is properly installed and operating.

### **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**

The Item pricing shall include the costs of all necessary program preparation and documentation, labor, insurance policies, and all required inspections and test devices, etc.

The price paid for each job completed shall be as stated in the Notice of Contract Award. The price for any goods ordered and delivered shall be net FOB delivered destination, freight paid by Contractor.

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 life of the contract.

### **Section 3.4 – Contract Term**

The contract term shall be five (5) years commencing on the Date of Contract Award.

### **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.

**TIME IS OF THE ESSENCE.** The guaranteed start time for servicing, repairing, maintenance, and completing the inspection will be taken into consideration before this contract is awarded. The Authority intends for an inspection to be scheduled a minimum of two weeks in advance.

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

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

## **Section 4.2 – Unanticipated and Emergency Requirements**

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

## **Section 4.3 – Safety**

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

## **Section 4.4 – Work Schedules**

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

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

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

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

## **Section 4.7 – Work Permits**

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

## **Section 4.8 – Labor and Wage Requirements**

- a. Article 8 – Construction/Reconstruction Work Contracts

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

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

on <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1601814>

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

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

The applicable Prevailing Rate Chart is PRC # 2026000144

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

All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYSDOL) under [Labor Law Section 220-i](#). The required Certificate of Contactor Registration should be submitted with all eligible projects. Additional information and instructions for registering are available on NYSDOL’s website: <https://dol.ny.gov/bureau-public-work-and-prevailing-wage-enforcement>.

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

#### **Section 4.9 – Copyright (Intentionally Omitted)**

#### **Section 4.10 – Technical Information**

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

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

#### **Section 4.11 – Thruway Travel**

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

## **Section 4.12 – Toxic and Hazardous Substances (Intentionally Omitted)**

## **Section 4.13 – Steel Sourcing (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 Veteran’ Services Law, the Authority is committed to providing meaningful participation in public procurement by certified Minority and Women-Owned Business Enterprises (“MWBEs”) and certified Service-Disabled Veteran-Owned

Business Enterprises (“SDVOBs”), thereby further integrating such businesses into New York State's economy.

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

**Minority/Women-Owned Business Enterprise – MWBEs**

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

**Service-Disabled Veteran-Owned Business Enterprise (SDVOB)**

Service-Disabled Veteran-Owned Business 6%

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

Bidders/Contractors are encouraged to contact the Authority’s Bureau of Compliance at [compliance@thruway.ny.gov](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-I**

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

## **Section 5.14 – 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.

**GENERAL SPECIFICATIONS**  
(Invitation For Bid/Request For Quotation)

**PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE**



## GENERAL SPECIFICATIONS

### GENERAL

1. **APPLICABILITY** The terms and conditions set forth in this General Specification are expressly incorporated in and applicable to the resulting procurement contracts let by the New York State Thruway Authority/Canal Corporation (Authority) and shall govern such procurements or contracts unless expressly modified or amended by the terms of a Bid Specification, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **APPENDIX A** The terms of Appendix A (Standard Clauses for New York State Thruway Authority/Canal Corporation Contracts) are expressly incorporated herein.

4. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the Authority and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

a. **Appendix A** (Standard Clauses for New York State Thruway Authority/Canal Corporation Contracts)

c. **Contract and other writing(s)** setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the Authority. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

d. **Bid Documents** (Other than Appendix A).

i. Bid Specifications prepared by the Authority.

ii. Authority General Specifications .

iii. Incorporated Contract Appendices, if any, following the

order of precedence as stated for Contract above.

e. **Contractor's Bid** .

f. **Unincorporated Appendices** (if any).

6. **DEFINITIONS** Terms used in this General Specification shall have the following meanings:

**AFFILIATE** Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that effectively controls another company in which (a) the Bidder owns more than 50% of the ownership; or (b) any individual or other legal entity which owns more than 50% of the ownership of the Bidder. In addition, if a Bidder owns less than 50% of the ownership of another legal entity, but directs or has the right to direct such entity's daily operations, that entity will be an Affiliate.

**ATTORNEY GENERAL** Attorney General of the State of New York.

**BID OR BID PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Agency of best and final offers during the evaluation process prior to recommendation for award of the Contract.

**BIDDER/OFFERER** Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a Bid Solicitation. The term Bidder shall also include the term "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

**BID DOCUMENTS** Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, including but not limited to, Appendix A (Standard Clauses for NYS Thruway Authority/Canal Corporation Contracts), General Specifications. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

**BID SPECIFICATION** A written description setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these General Specifications are incorporated in negotiated Contracts that have not been competitively Bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

**COMPTROLLER** Comptroller of the State of New York.

**CONTRACT** The writing(s) which contain the agreement of the Authority and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law..

**CONTRACT AWARD NOTIFICATION** An announcement to all bidders that a Contract has been established between the Authority and the successful bidder..

**CONTRACTOR** Any successful Bidder(s) to whom a Contract has been awarded by the Authority.

## GENERAL SPECIFICATIONS

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**DIRECTOR OF PURCHASING** The Director of Purchasing for the NYS Thruway Authority/Canal Corporation.

**DOCUMENTATION** The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the Authority to properly test, install, operate and enjoy full use of the Product.

**EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**ENTERPRISE** The total business operations in the United States of Authorized User (s) without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authority.

**ENTERPRISE LICENSE** A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

**ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**GROUP NUMBER** A classification of products, services or technology.

**INVITATION FOR BIDS (IFB)** A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s). Also known as **REQUEST FOR QUOTATION**.

**ITEM** Any material, service, equipment or supplies.

**LATE BID** The term late bid is defined as a bid not received in the location established in the Bid Specification at or before the date and time specified for the bid opening.

**LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g., patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**LICENSEE** The Authority when it acquires a Product from a Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract

**LICENSE EFFECTIVE DATE** The date Product is delivered to the Authority. Where a License involves Licensee's right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**LICENSOR** A Contractor who transfers rights in proprietary Product to the Authority in accordance with the rights and obligations specified in the Contract.

**MULTIPLE AWARD** A determination and award of a Contract in the discretion of the Director or Purchasing to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and

needs of the Authority (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

**NEW PRODUCT RELEASES (Product Revisions)** Any commercially released revisions to the licensed version of a Product as may be generally offered and available to the Authority. New releases involve a substantial revision of functionality from a previously released version of the Product.

**NOTICE OF CONTRACT AWARD** A notification to the successful bidder(s) and other interested parties indicating the acceptance of a bid in response to a solicitation. Unless otherwise specified, the issuance of a Notice of Contract Award forms a contract but is not an order for Product. A Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from the Authority.

**PROCUREMENT RECORD** Documentation by the Authority of the decisions made and approach taken during the procurement process and during the contract term.

**PRODUCT** A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software.

**PROPRIETARY** Protected by secrecy, patent, copyright or trademark against commercial competition.

**PURCHASE ORDER** The Authority's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, electronic Purchase Order, or other authorized instrument).

**REQUEST FOR PROPOSALS (RFP)** A type of Bid Document that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value," as defined by the Authority.

**REQUEST FOR QUOTATION (RFQ)** A type of Bid Document which is most typically used where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder(s). Also known as **INVITATION FOR BIDS**

**RESPONSIBLE BIDDER** A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Director of Purchasing. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

**RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Director of Purchasing.

**SINGLE SOURCE** A procurement where two or more Bidders can supply the required Product, and the Authority may award the contract to one Bidder over the other.

**SITE** The location (street address) where Product will be executed or services delivered.

## GENERAL SPECIFICATIONS

**SOLE SOURCE** A procurement where only one Bidder is capable of supplying the required Product.

**SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

**STATE** State of New York.

**SUBCONTRACTOR** Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

**TERMS OF LICENSE** The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

**VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

### **BID SUBMISSION**

**7. INTERNATIONAL BIDDING** All offers (tenders), and all information and Product required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

**8. BID OPENING** Bids may, as applicable, be opened publicly. The Director of Purchasing reserves the right at any time to postpone or cancel a scheduled Bid opening.

**9. BID SUBMISSION** All Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid return envelope, if provided with the Bid Specifications, should be used with the Bid sealed inside. If the Bid response does not fit into the envelope, the Bid envelope should be attached to the outside of the sealed box or package with the Bid inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids must have a label on the outside of the package or shipping container outlining the following information:

**“BID ENCLOSED** (bold print, all capitals)

- Group Number
- IFB, RFQ or RFP Number
- Bid Submission date and time”

In the event that a Bidder fails to provide such information on the return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the Authority's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

**10. FACSIMILE SUBMISSIONS** Unless specifically prohibited by the terms of the Bid Specifications, facsimile Bids may be SUBMITTED AT THE SOLE OPTION AND RISK OF THE BIDDER. Only the FAX number(s) indicated in the Bid Specifications may be used. Access to the facsimile machine(s) is on a “first come, first serve” basis, and the Authority bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidder's access to such equipment at any specific time. Bidders are solely responsible for submission and receipt of the entire facsimile Bid by the Authority prior to Bid opening and must include on the first page of the transmission the total number of pages transmitted in the facsimile, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the sole discretion of the Director of Purchasing. Facsimile Bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

**11. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a Bid by facsimile transmission, including an executed signature page or as otherwise specified in the Bid Documents, shall be deemed a confirming act by Bidder which authenticates the signing of the Bid.

**12. LATE BIDS** Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authority. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Authority shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather, or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Director of Purchasing.

**13. BID CONTENTS** Bids must be complete and legible. All Bids must be signed. All information required by the Bid Specification must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Document. Changes may be ignored by the Director of Purchasing or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the

## GENERAL SPECIFICATIONS

Director of Purchasing after the time specified for the Bid opening, may not be considered.

- a) The date and time of bid opening are stated on the bid document.
- b) All information required by the bid document must be supplied by the bidder with the bid. The Authority reserves the right to request any information deemed necessary to evaluate a bid. If a bidder fails to provide the requested information, the bid may be rejected.
- c) Prices and information required by the bid document, except the signature of the bidder, should be typewritten or printed in ink for legibility. Bids written in pencil may be rejected. The Authority may interpret or reject illegible or vague bids and the Authority's decision shall be final. All signatures must be written in ink. Facsimile, printed or typewritten signatures are not acceptable.
- d) Sales to the Authority are exempt from the terms of fair trade agreements.
- e) In all specifications or proposals, the word "approximate" is implied and applies to all requirements unless specifically stated otherwise. If bidding on items that differ from that which is specified, the bidder must in every instance give the trade designation of the article, manufacturer's name and the detailed specification of the item that the bidder proposes to furnish. Otherwise, the bid will be construed as submitted on the identical item described in the detailed specification.
- f) Bidders may request clarification on a bid document or be requested or required to visit a proposed work site. Any clarification or information imparted shall not prevail over the written specification. An addendum to the bid document will be issued if it is deemed necessary to resolve a discrepancy.
- g) Bids on equipment, materials and supplies must be on standard, new or latest model production of manufacturer. When any parts or nominal appurtenances of equipment are not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished. Used, damaged, obsolete, surplus, or distressed items are not acceptable and if furnished will be sufficient cause for rejection and cancellation of contract.
- h) All electrical items must have the acceptance and label of the Underwriters Laboratories, Inc.
- i) When requested, the bidder must submit a price or "no charge" for each sub-item or group of items as required. Otherwise, the bid will be considered as incomplete and may be rejected.
- j) Bids may be considered on an evaluated basis whenever the Authority deems it to be in its best interests.
- k) Each Bid Document issued will indicate the method by which an award will be made, i.e., by item, groups of items, location, etc.
- l) The bidder must insert the price per unit and the price extension for each item in the bid proposal if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
- m) Prices must be net, including transportation and delivery charges

fully prepaid by contractor to the destination(s) indicated in the proposal, subject only to the cash discount. If the award is to be made on any other basis, transportation charges must be prepaid by the contractor and added to the invoice as a separate item.

- n) Bidder declares that the bid is made without any connection with any other bidder submitting a bid for the same items and is in all respects fair and without collusion or fraud.
- o) All bids will be opened and tabulated publicly. Tabulations are available for inspection but copies of bids are not prepared for distribution. Requests for further information may be honored by the Director of Purchasing.

**14. EXTRANEOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

- a. Each proposed extraneous term (addition, deletion, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- b. The writing must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- c. The Bidder shall enumerate the proposed addition, counter offer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and the Director of Purchasing expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

## **15. CONFIDENTIAL/TRADE SECRET MATERIALS**

**a. Contractor** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Director of Purchasing to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder

## **GENERAL SPECIFICATIONS**

will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

**b. Authority** Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Authority hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authority, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.

**16. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to the Director of Purchasing.

**17. FREEDOM OF INFORMATION LAW** During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Director of Purchasing to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Authority reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

**18. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

**a. “Public Works” and “Building Services” - Definitions**

**i. Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a “public works” project (distinguished from public “procurement” or “service” contracts). The Authority must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

**ii. Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

**b. Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are available by accessing the internet address listed in the Bid Document or annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

**c. Wage Rate Payments / Changes During Contract Term** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

**d. Public Posting & Certified Payroll Records** In compliance with Article 8, Section 220 of the New York State Labor Law:

**i. Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

**ii. Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

**iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Authority. Upon mutual agreement of the Contractor and the Authority, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: 1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

**iv. Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

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**Day's Labor** Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

### **19. TAXES**

a. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the Authority are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by the Authority or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116 (a) (1) of the Tax Law. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

**20. EXPENSES PRIOR TO CONTRACT EXECUTION** The Authority is not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best and final offers or for any work performed prior to Contract execution.

**21. ADVERTISING RESULTS** The prior written approval of the Authority is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of the Authority relative to the Bid or Contract for press or other media releases.

### **22. PRODUCT REFERENCES**

a. "**Or Equal**" In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Director of Purchasing's decision as to acceptance of the Product as equal shall be final.

b. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and

the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

**23. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

**24. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products that are manufactured or produced in public institutions will be rejected.

### **25. PRICING**

a. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Director of Purchasing, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

c. "**No Charge**" Bid When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Director of Purchasing.

d. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to the Authority.

e. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Director of Purchasing.

f. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Director of Purchasing, shall be immediately reduced to the lower price.

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Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

- (i) **GSA Changes:** Where the Authority's Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
- (ii) **Commercial Price List Reductions:** Where the Authority's Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or
- (iii) **Special Offers/Promotions Generally:** Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Authority Purchase Order(s) without being in conflict with, or obligation to comply on a global basis.

**g. Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order for best and final pricing for the Product or service to be delivered to the Authority. Contractors are encouraged to reduce their pricing upon receipt of such request.

### 26. DRAWINGS

**a. Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Director of Purchasing, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

**b. Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authority's representative.

**c. Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

**27. SITE INSPECTION** Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have

disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

**28. PROCUREMENT CARD** The Authority has entered into an agreement for purchasing card services. The Purchasing Card enables Authorized Users to make authorized purchases directly from a Contractor without processing a Purchase Orders or Purchase Authorizations. Purchasing Cards are issued to selected employees authorized to purchase for the Authorized User and having direct contact with Contractors. Cardholders can make purchases directly from any Contractor that accepts the Authority's Procurement Card.

The Contractor shall not process a transaction for payment through the credit card clearinghouse until the purchased products have been shipped or services performed. Unless the cardholder requests correction or replacement of a defective or faulty Product in accordance with other Contract requirements, the Contractor shall immediately credit a cardholder's account for products returned as defective or faulty.

### 29. SAMPLES

**a. Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Director of Purchasing and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

**b. Bidder Supplied Samples** The Director of Purchasing reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Director of Purchasing during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Director of Purchasing as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

**c. Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Director of Purchasing may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

**d. Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Director of Purchasing) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Director of Purchasing the sample or product submitted is not in accordance

## **GENERAL SPECIFICATIONS**

with the specifications or testing requirements prescribed in the Bid Specifications, the Director of Purchasing may reject the Bid. If an award has been made, the Director of Purchasing may cancel the Contract at the expense of the Contractor.

e. **Testing** All samples are subject to tests in the manner and place designated by the Director of Purchasing, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

### **BID EVALUATION**

**30. BID EVALUATION** The Director of Purchasing reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director of Purchasing determines the best interests of the Authority will be served. The Director of Purchasing, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

**31. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

**32. CLARIFICATIONS / REVISIONS** Prior to award, the Director of Purchasing reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

**33. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low Bid, the Director of Purchasing may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

**34. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Director of Purchasing to award a Contract to one or more of such Bidders shall be final.

**35. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS** The Director of Purchasing reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Director of

Purchasing, to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply, plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If the Director of Purchasing determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Director of Purchasing may reject such Bid or terminate the Contract.

**36. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public Bidding or contracts or is deemed non-responsive.

**37. QUANTITY CHANGES PRIOR TO AWARD** The Director of Purchasing reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

**38. TIMEFRAME FOR OFFERS** The Director of Purchasing reserves the right to make awards within sixty (60) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. If, however, if an award is not made within the sixty (60) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to the Director of Purchasing written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Director of Purchasing, be accepted or rejected.

### **TERMS & CONDITIONS**

**39. CONTRACT CREATION / EXECUTION** Upon receipt of all required approvals, a Contract shall be deemed executed and created with the successful Bidder(s) upon the Director of Purchasing's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Director of Purchasing.

**40. MODIFICATION OF CONTRACT TERMS** The terms and conditions set forth in the Contract shall govern all transactions under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Director of Purchasing and Contractor.

The Contractor may, however, offer the Authority more advantageous pricing, payment, or other terms and conditions than those set forth in

## **GENERAL SPECIFICATIONS**

the Contract. In such event, a copy of such terms shall be furnished to the Director of Purchasing by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authority than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the Authority unless authorized by the Director of Purchasing or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the Authority's subsequent acceptance of Product, or that Authority has subsequently processed such document for approval or payment.

**41. SCOPE CHANGES** The Director of Purchasing reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Director of Purchasing may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

**42. ESTIMATED / SPECIFIC QUANTITY CONTRACTS** Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. Unless set forth in the Bid Specifications, Contracts for services and technology are completely voluntary as to use, therefore no quantities are guaranteed.

With respect to any specific quantity stated in the contract, the Director of Purchasing reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Director of Purchasing may purchase greater or lesser percentages of Contract quantities should the Director of Purchasing and Contractor so agree. Such agreement may include an equitable price adjustment.

**43. EMERGENCY CONTRACTS** If an emergency is declared according to Authority policy and a prompt and immediate delivery of a product is required, the Authority reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Authority in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

**44. PURCHASE ORDERS** Unless otherwise authorized in writing by the Director of Purchasing, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authority. Unless terminated or cancelled pursuant to the authority vested in the Director of Purchasing, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification.

All Purchase Orders issued pursuant to Contracts let by the Authority must bear the appropriate Contract number.. The Authority reserves

the right to require any other information from the Contractor which the Authority deems necessary in order to complete any Purchase Order placed under the Contract. Any discrepancy between the terms stated on the vendor's order form, confirmation or acknowledgement, and the contract terms shall be resolved in favor of the terms most favorable to the Authority.

**45. PRODUCT DELIVERY** Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract or Contract Award Notice. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of the Director of Purchasing as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Director of Purchasing, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Director of Purchasing. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Director of Purchasing discretion, the Contract.

**46. WEEKEND AND HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by the Authority, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authority shall govern.

**47. SHIPPING/RECEIPT OF PRODUCT**

**a. Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authority unless otherwise specified in the Contract documents.

**b. Shipping Charges** Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authority. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authority's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.

**c. Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authority. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

**48. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Authority until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by the

## **GENERAL SPECIFICATIONS**

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Authority personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Director of Purchasing.

**49. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the Authority. If shrinkage occurs which exceeds that normally allowable in the trade, the Authority shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Authority.

**50. PRODUCT SUBSTITUTION** In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Director of Purchasing to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authority. Unless otherwise specified, any substitution of Product prior to the Director of Purchasing written approval may be cause for cancellation of Contract.

**51. REJECTED PRODUCT** When Product is rejected, it must be removed by the Contractor from the premises of the Authority within ten calendar days of notification of rejection unless arranged otherwise by the Authority. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days (or otherwise arranged by the Authority) of notification shall be regarded as abandoned by the Contractor, and the Authority shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authority for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day (or otherwise arranged) period.

**52. INSTALLATION** Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site. Work shall be performed to cause the least inconvenience to the Authority and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

**53. REPAIRED OR REPLACED PARTS / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original

manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Director of Purchasing. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Director of Purchasing. The part or component shall be equal to or of better quality than the original part or component being replaced.

**54. ON-SITE STORAGE** With the written approval of the Authority, materials, equipment or supplies may be stored at the Authority's site at the Contractor's sole risk.

**55. EMPLOYEES, SUBCONTRACTORS & AGENTS** All employees, Subcontractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Authority. The Director of Purchasing reserves the right to conduct a security background check or otherwise approve any employee, Subcontractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with the Authority's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Director of Purchasing reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

**56. SUBCONTRACTORS AND SUPPLIERS** The Director of Purchasing reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; the Director of Purchasing determines that the company is not qualified; the Director of Purchasing determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

**57. PERFORMANCE / BID BOND** The Director of Purchasing reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Director of Purchasing.

**58. SUSPENSION OF WORK** The Director of Purchasing, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Authority. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on Authority spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Director of Purchasing issues a formal written notice authorizing a resumption of performance under the Contract.

**59. TERMINATION**

**a. For Cause:** For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Director of Purchasing at the Contractor's expense where Contractor

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becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Director of Purchasing may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

**b. For Convenience:** By written notice, this Contract may be terminated at any time by the Authority for convenience upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authority shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables. 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 or cancellation for cause.

**c. For Violation of the Sections 139-j and 139-k of the State Finance Law:** The Authority reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

**d. For Violation of Revised Tax Law 5a:** The Authority reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor.

**60. SAVINGS/FORCE MAJEURE** A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Authority in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Director of Purchasing with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Authority shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Director of Purchasing to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Director of Purchasing where the delay or failure will significantly impair the value of the Contract to the Authority, the Director of Purchasing may:

- a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the Authority with respect to Product subjected to allocation; and/or
- b. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the Authority; or
- c. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Director of Purchasing reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

**61. CONTRACT BILLINGS** Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to the Authority in order to receive payment.

Prompt payment as required by law will be made by the Authority's designated payment office listed below:

New York State Thruway Authority  
Office of Accounting and Disbursements  
P.O. Box 189  
Albany, New York 12201-0189

Submission of an invoice and payment thereof shall not preclude the Director of Purchasing from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of the Director of Purchasing, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Director of Purchasing and in a media commercially available from the Contractor. The Director of Purchasing may, as necessary, direct the Contractor to provide the information to the State Comptroller..

### **62. INTEREST ON LATE PAYMENTS**

**a.** By the Authority The payment of interest on certain payments due and owed by the Authority may be made in accordance with Article 11-A of the State Finance Law (SFL §179-d et. Seq.) and Title 2 of the New York Code of Rules and Regulations, Part 18 (Implementation of Prompt Payment Legislation -2 NYCRR §18.1 et seq.).

**b. By Contractor** Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

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**63. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

**a. Cover/Substitute Performance** In the event of Contractor's material breach, the Director of Purchasing may, with or without formally bidding same: (i) Purchase from other sources; or (ii) If the Authority is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Authority may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Director of Purchasing, be deducted from the Contract quantity and payments due Contractor.

See "SET-OFF RIGHTS" in APPENDIX A

**b. Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Director of Purchasing. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

**c. Bankruptcy** In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, the Authority may make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authority the amounts owed by the Contractor arising out of the same transactions.

**d. Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Authority promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Authority in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the Authority may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authority promptly by the Contractor or deducted by the Authority from payments due or to become due the Contractor on the same or another transaction.

**e. Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Authority from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authority the amount of such claim or portion of the claim still outstanding, on demand. The Authority reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

**64. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the State any and all its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC Section 1, et. seq. and the antitrust laws of the State of New York, General Business Law Section 340, et. seq.

**65. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the Authority with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Authority's representative.

**66. INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of the Authority, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide the Authority with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

**67. SECURITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the Authority in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

**68. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authority, as necessary to ensure delivery of Product or coordination of performance of services.

**69. CONTRACT TERM - RENEWAL** In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by the Director of Purchasing may be extended by the Director of Purchasing for an additional period(s) of up to one year with the written concurrence of the Contractor and Comptroller. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

**70. ADDITIONAL WARRANTIES** Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the Authority. Contractor hereby warrants and represents:

**a. Product Performance** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

**b. Title and Ownership Warranty** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the Authority under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Authority for any loss, damages or actions arising from a breach of said warranty without limitation.

**c. Contractor Compliance** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls

## GENERAL SPECIFICATIONS

and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Director of Purchasing that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation, and shall provide such proof as required by the Director of Purchasing. Failure to do so may constitute grounds for the Director of Purchasing to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Director of Purchasing.

**d. Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authority. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Authority and pass through the manufacturer's standard commercial warranty to the Authority at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

**e. Replacement Parts Warranty** If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred

to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the Authority shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Authority and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

**f. Virus Warranty** The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

**g. Date/Time Warranty** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

**h. Workmanship Warranty** Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Bid Specifications/Contract meet the completion criteria set forth in the Bid Specifications/Contract and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

**i. Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

**71. LEGAL COMPLIANCE** Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Director of Purchasing that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Director of Purchasing. Failure to comply or failure to provide proof may constitute grounds for the Director of Purchasing to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Director of Purchasing. Contractor also agrees to disclose information and

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provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

**72. INDEMNIFICATION** Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authority from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authority.

**73. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS** The Contractor will also indemnify and hold the Authority harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authority in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Authority gross negligence or willful misconduct, provided that the Authority shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.

If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authority the right to continue Usage (ii) to modify the service or Product so that Usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or Product or part(s) thereof, as applicable, with non-infringing service or Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided the Authority is given a refund for any amounts paid for the period during which Usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Authority of any Product without Contractor's approval.

In the event that an action at law or in equity is commenced against the Authority arising out of a claim that the Authority use of the service or Product under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authority and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event protect the interests of the Authority and secure a continuance to permit the Authority to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the Authority may have. This constitutes the Authority's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

**74. LIMITATION OF LIABILITY** Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authority's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.

b. The Authority may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authority unless Contractor at the time of the presentation of claim shall demonstrate to the Authority's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authority shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authority, the Contractor, or by others.

**75. INSURANCE** Contractor shall secure and maintain insurance coverage as specified in the Bid Documents and shall promptly provide documentation of specified coverages to the Authority. If specified, the Contractor may be required to add the Authority as an additional insured.

### **THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS**

**76. SOFTWARE LICENSE GRANT** Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. **License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

b. **License Term** The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the License Term shall be extended by the time period for testing, acceptance or trial.

c. **Licensed Documentation** If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

## GENERAL SPECIFICATIONS

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

**d. Product Technical Support & Maintenance** Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Contract term. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

**e. Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between the Canal Corporation and the Authority ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site (e.g., named users, seats, or MIPS); or ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

**f. Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the Authority or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

**g. Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

**h. Confidentiality Restrictions** The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

**i. Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

- (i) Copy the Product;
- (ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- (iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

**77. PRODUCT ACCEPTANCE** Unless otherwise provided by mutual agreement of the Authority and the Contractor, the Authority shall have thirty (30) days from the date of delivery to accept hardware products and sixty (60) days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Failure to provide notice of acceptance or rejection or a deficiency statement to the

## **GENERAL SPECIFICATIONS**

Contractor by the end of the period provided for under this clause constitutes acceptance by the Authority as of the expiration of that period. The License Term shall be extended by the time periods allowed for trial use, testing and acceptance unless the Authority agrees to accept the Product at completion of trial use.

Unless otherwise provided by mutual agreement of the Authority and the Contractor, the Authority shall have the option to run testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, Authority must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authority, and shall be made part of the Contractor's standard documentation. The test data shall remain accessible to the Authority after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, the Authority shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional thirty (30) day increment. The Authority shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authority for damages, loss of profits, expenses, or other remuneration of any kind.

If the Authority elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have thirty (30) days to correct the deficiency, and the Authority shall have an additional sixty (60) days to evaluate the Product as provided herein. If the Product does not meet the specifications at the end of the extended testing period, the Authority upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authority to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authority agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.

**78. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any site where a copy of the Product resides provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit; and (v) if the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the NYS Net Price in effect at time of audit, or if none,

then at the Contractor's U.S. Commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

## **79. OWNERSHIP/TITLE TO PROJECT DELIVERABLES**

### **a. Definitions**

(i) For purposes of this paragraph, "Products." A deliverable furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

(ii) For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project.

(iii) For purposes of this paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

**b. Title to Project Deliverables** Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authority shall have ownership and license rights as follows:

#### **(i) Existing Products:**

**1. Hardware** - Title and ownership of Existing Hardware Product shall pass to the Authority upon Acceptance.

**2. Software** - Title and ownership to Existing Software Product(s) delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to the Authority in accordance with the Contractor or ISV owner's standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant the Authority a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the Authority as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authority satisfaction) and distribute Existing Licensed Product to the Authority up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authority Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below. Where these rights are not otherwise covered by the ISV's owner's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authority shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

## GENERAL SPECIFICATIONS

(ii.) **Custom Products:** Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authority the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authority may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authority taking exclusive ownership and title to such Products. In such case, Licensee on behalf of the Authority shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2), above.

c. **Transfers or Assignments to a Third Party Financing Agent** It is understood and agreed by the parties that a condition precedent to the consummation of the purchase (s) under the Contract may be the obtaining of acceptable third party financing by the Authorized User. The Authority shall make the sole determination of the acceptability of any financing proposal. The Authority will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authority may assign or transfer its rights in Licensed Products (existing or custom) to a third party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authority all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and the Authority's prior rights to such Existing Licensed Product shall be revived.

d. **Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS)** The Authority's sale or other transfer of Custom Products which were acquired by the Authority using third party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Product(s), the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authority which complies with the terms of this paragraph.

e. **Contractor's Obligation with Regard to ISV (Third Party) Product** Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authority at Contractor's sole cost and expense.

80. **PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified License Confirmation Certificates in the name of such Licensee; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall

submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

81. **PRODUCT VERSION** Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by the Authority and Contractor is willing to provide such version.

### 82. **CHANGES TO PRODUCT OR SERVICE OFFERINGS**

a. **Product or Service Discontinuance** Where Contractor is the Product Manufacturer/Developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Authority in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at the Authority's option, provided that the Authority is under contract for maintenance on the date of notice, either: provide the Authority with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authority to continue use and maintenance of the Product.

In the event that the Contractor is not the Product Manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of Contractor receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to state approval, to an alternate Subcontractor.

b. **Product or Service Re-Bundling** In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall be required to: (i) notify the Authority in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to the Authority for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

### 83. **NO HARDSTOP/PASSIVE LICENSE MONITORING**

Unless the Authority is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies,

## **GENERAL SPECIFICATIONS**

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advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Contractor agrees that in the event of a breach or alleged breach of this provision that the Authority shall not have an adequate remedy at law, including monetary damages, and that the Authority shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which the Authority shall be entitled.

**84. SOURCE CODE ESCROW FOR LICENSED PRODUCT** If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the Authority, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the Authority; or (iii) will certify to the Authority that the Product manufacturer/developer has named the Authority, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the Authority and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the Authority in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The Authority may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

**FOR NEGOTIATED CONTRACTS THE FOLLOWING CLAUSES ARE RESERVED BECAUSE BIDDING DOES NOT APPLY:**

**Clauses: 7, 8, 9, 10, 11, 12, 13, 16, 15, 21, 25, 26, 28, 29, 30, 31, 32, 33, 36, 49, 50, 52, 54 and 37**

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## 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.

## APPENDIX E

### Cybersecurity Requirements

## **Appendix E**

### **Cybersecurity Requirements**

The Vendor, systems, network, and interfaces shall comply with all Thruway Authority and New York State policies and standards for the applicable security and privacy controls, located at <http://www.its.ny.gov/eiso/policies/security>.

The Vendor shall comply with all applicable US cybersecurity government regulations, Federal and NYS laws, and best practices. In the event, the system is determined to be out of compliance with applicable security controls, the Vendor shall correct such deficiencies pursuant to a remediation plan approved by the Thruway Authority.

#### **Non-Disclosure and Data Protection:**

The Vendor shall not disclose any confidential information obtained by vendor, its agents, subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Thruway Authority hereunder or received from another third party, shall not be divulged to any third parties without the prior written consent of the Thruway Authority. The Vendor shall take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers, or employees of the obligations arising under this clause to ensure such confidentiality.

#### **Notification of Data Breach:**

The Vendor shall notify the Project Manager or Thruway Authority's authorized representative and email to [CyberSecurityAlert@thruway.ny.gov](mailto:CyberSecurityAlert@thruway.ny.gov) as well, upon discovery of any security incident that may threaten or compromise the confidentiality, integrity, or availability of information or network infrastructure within 24 hours.

The Vendor shall Comply with applicable laws and cooperate with the Thruway Authority's investigation, including providing relevant records and supporting law enforcement efforts. The Vendor must submit a corrective action plan within 10 days, detailing the cause, measures to address vulnerabilities, and a timeline for resolution. After the incident response, the Vendor shall provide a written final incident analysis report, including details such as the incident's root cause, timeline, scope, impact, corrective actions taken, etc.

#### **Destruction of Data:**

All Thruway Authority Data (whether in physical or electronic form, or cloud hosted data), including copies, reproductions, and derived materials must be either returned to the Thruway Authority or irreversibly destroyed by the Vendor and its personnel upon the Thruway Authority's request or when no longer subject to the Vendor's internal retention policies, whichever occurs first. Data destruction can include the following methods as applicable:

- Shredding physical documents.
- Wiping device memory on all equipment, databases, servers, cloud storage, and electronic media.
- Sanitizing storage media, temporary files, and backup files containing Thruway Authority Data.

Upon request, the Vendor must provide certification within 14 days confirming the destruction of all Thruway Authority Data, including backups.

### **Compliance with Applicable Laws, Security Policies, and Procedures**

The Vendor must implement and maintain security measures to prevent unauthorized access to or disclosure of Thruway Authority Data. The Vendor shall comply with Thruway Authority and New York State security policies, standards, and applicable laws and maintain security measures aligning with Exhibit 1 requirements.

The Vendor must Cooperate with annual or incident-triggered cybersecurity reviews. Such reviews will be coordinated by the Thruway Authority's Project Manager, Information Security, Information Technology, or other individual(s) or department as designated by the Thruway Authority.

### **Data Restrictions – No transmission of Authority data outside of the United States**

The Vendor shall not access, transmit, transfer, or store Thruway Authority data, personal information, or any provided information labeled as "confidential" or "sensitive" outside the United States without prior written approval from the Thruway Authority, which may be withheld at its discretion.

Data storage in countries on the OFAC Sanctions List [Sanctions Programs and Country Information | Office of Foreign Assets Control](#) or others identified by the Thruway Authority is prohibited.

### **Cybersecurity Training:**

The Vendor must ensure personnel with access to the Thruway Authority system and data complete cybersecurity awareness training upon hire and recertify annually thereafter. The Vendor shall maintain training records and provide confirmation upon request. The Thruway Authority is not responsible for any costs associated with such training.

### **Software, Hardware, Firmware, and other Technology Components:**

For IT products (software, hardware, or firmware) provided under the contract, the Vendor must ensure compliance with secure development lifecycle practices, provide timely updates to address vulnerabilities, disclose known backdoors, and follow Original Equipment Manufacturer (OEM) recommended security controls.

Unless otherwise agreed in writing by the Thruway Authority, the Vendor's software application must function as outlined in the agreed-upon Statement of Work (SoW) and operate within an environment such as operating systems and database platforms that are actively supported and not run on end-of-life (EOL) system components. If the scope of work expands or includes software, hardware, or firmware, the Thruway Authority reserves the right to impose additional cybersecurity requirements to address it.

### **Conflict:**

In the event of a conflict between Cybersecurity requirements, Exhibit 1 requirements, or other contract terms and conditions, the most stringent provisions shall apply.

## Exhibit 1

The Vendor shall comply to the following minimum safeguarding requirements and procedures to ensure the confidentiality, integrity, and availability of the Information Systems and the data they process in the development and deployment of the system:

- Limit information system and underlying systems access to authorized users, processes, and devices only. Implement role-based access control (RBAC) to ensure that users can only access data and features necessary for their roles.
- Ensure all implementation services thoroughly address the security hardening of the systems and applications. This hardening must include but is not limited to, turning off unnecessary features based on the Statement of Work (SoW) and implementing a 'least privilege' access model for all users and service accounts.
- Enforce multi-factor authentication for internet-facing and remote access to internal systems and require strong passwords for internal access.
- Ensure encryption methods for data-in-motion and data-at-rest comply with the New York State Office of Information Technology Services Encryption Standard ([NYS-S14-007](#)).
- Verify and authenticate all users, processes, and devices accessing the organizational information systems. Limit physical access to information systems, equipment, and operating environments only to authorized personnel.
- Follow a Secure Software Development Lifecycle (SDLC). Ensure third-party libraries, components, and APIs are kept up to date and maintained at their latest stable versions within the released application.
- Protect against malicious code and maintain integrity of data within all information systems. Validate all data inputs to prevent malicious data injection or corruption.
- Identify, and report vulnerabilities or flaws through scans, and third-party penetration testing. Ensure vulnerabilities are remediated promptly.
- Monitor and promptly address any unauthorized access or suspicious activity. Maintain logs of access and system activities to support audits and investigations as required.

## APPENDIX F

### Employee Screening Requirements

## EMPLOYEE SCREENING REQUIREMENTS

The Contractor shall be responsible for all employees and subcontractors within the Project Limits. If the Authority identifies work will be done at a security-sensitive location, the Contractor shall require all workers to have either a current Transportation Worker Identification Credential (TWIC™) card or a Secure Worker Access Consortium (SWAC) card.

The TWIC™ or SWAC is an identification card required by New York State Thruway Authority for workers to gain unescorted access to areas within the Project Limits and Coast Guard-regulated maritime facilities that are designated as secure or restricted. Everyone whose work regularly brings them to and from the Project Limits – including the Contractor, Subcontractors, Equipment Operators, Truck Drivers, and Coast Guard-credentialed merchant mariners – shall have a TWIC™ or SWAC card. This also includes but is not limited to Drivers, Vendors and Shuttle Bus Drivers.

This means that if a person regularly requires access to the Project Limits or other critical infrastructure as designated, **that person is required to have a TWIC™ or SWAC card** (the only exceptions are federal officials, law enforcement, or emergency workers engaged in official duties).

U.S. Mariners holding a Merchant Mariner Document or a Merchant Mariner License shall obtain a TWIC™ or SWAC card. Foreign mariners are not eligible.

All persons shall register their TWIC™ or SWAC card with the Safety and Security Coordinator.

Possession of a TWIC™ or SWAC card alone does not grant unconditional access to Project Limits. To enter Project Limits, a person shall have:

- A TWIC™ or SWAC card on one's possession
- A business reason to enter a facility
- An employer – or trade association – issued identification card (or a SeaLink identification card if you are a truck driver).
- Registered the TWIC™ or SWAC card with the Thruway Authority (or SeaLink if you are a truck driver).

Upon request from the designated Thruway Authority official, U.S. Coast Guard, or Law Enforcement Official, anyone shall be prepared to present their TWIC™ or SWAC card. Failure to comply will result in immediate removal from the Project Limits and possible civil penalties.

If a person does not have a TWIC™ or SWAC card – including if it's lost or stolen – that person will be denied access to the Project Limits or other designated critical infrastructure. If one does lose their TWIC™ or SWAC card, that person is required to immediately notify the Safety and Security Coordinator at (914) 332-7528 or (914) 332-7538

Occasional visitors are allowed access to Authority facilities without getting a TWIC™ or SWAC card, provided they seek prior approval through the Authority's Designated Safety and Security Officer. Notification for access shall be 2 (two) weeks in advance of the requested entry date and provide 2 (two) forms of valid identification. All visitors who do not have a TWIC™ or SWAC card shall have a designated authorized escort at all times. If you visit the Thruway Authority facilities with an escort eight or more times in a year, you will be required to get a TWIC™ or SWAC card.

## **EMPLOYEE SCREENING REQUIREMENTS**

### **How to Obtain Your TWIC™ or SWAC Card**

TWIC™:

[www.tsa.gov/for-industry/twic](http://www.tsa.gov/for-industry/twic)

(855) 347-8371

SWAC:

[www.secureworker.com](http://www.secureworker.com)

1-877-522-SWAC (7922)

If work is to be done at a security-sensitive location, the Contractor will be given 14 days' notice prior to the assignment in order to obtain the necessary TWIC™ or SWAC cards. The Contractor shall be responsible for all the processing requirements, including but not limited to the required documentation, processing times, replacement cards and all associated costs. The Contractor will be reimbursed according to Section 109-05 *Extra Work and Time Related Compensation*.

### **Suspension of Access Privileges**

The Authority reserves the right to suspend access to the Project Limits to anyone that presents a security risk.

A person who enters the Project Limits without a valid registered TWIC™ or SWAC card or without an authorized escort shall be immediately reported to the Authority or its designated representatives and removed from the Project Limits.

The Contractor is required to report a lost, stolen, or damaged TWIC™ or SWAC card to either issuing organization and also to the Safety and Security Coordinator.

Access privileges will only be provided at the Authority's discretion to a person who has applied for a replacement card provided:

- The TWIC™ or SWAC card was previously registered with the Authority's Safety and Security Coordinator.
- A ticket number issued for the replacement card is provided as proof that replacement is in process.
- Another form of acceptable identification is provided to the Authority's Safety and Security Coordinator.

### **Noncompliance**

If the Contractor is found to be in noncompliance with the aforementioned by the Authority or its representatives, the Engineer may stop by written order any work or part of work under the contract in accordance with Section 105, Control of Work, of the New York State Standard Specifications and any addendums. The Contractor shall be responsible for all damages and costs incurred.

The Contractor shall consider at the time of Bidding that the Authority is not obligated to waive any of the above requirements nor shall the Authority be required to approve any request for access. The Contractor shall consider this when developing his bid and will have no basis for a dispute or a claim against the Authority.

### **Cybersecurity Requirements**

The Vendor, systems, network, and interfaces shall comply with all Thruway Authority and New York State policies and standards for the applicable security and privacy controls, located at <http://www.its.ny.gov/eiso/policies/security>.

The Vendor shall comply with all applicable US cybersecurity government regulations, Federal and NYS laws, and best practices. In the event, the system is determined to be out of compliance with applicable security

## **EMPLOYEE SCREENING REQUIREMENTS**

controls, the Vendor shall correct such deficiencies pursuant to a remediation plan approved by the Thruway Authority.

### Non-Disclosure and Data Protection:

The Vendor shall not disclose any confidential information obtained by vendor, its agents, subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Thruway Authority hereunder or received from another third party, shall not be divulged to any third parties without the prior written consent of the Thruway Authority. The Vendor shall take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers, or employees of the obligations arising under this clause to ensure such confidentiality.

### Notification of Data Breach:

The Vendor shall notify the Project Manager or Thruway Authority's authorized representative and email to [CyberSecurityAlert@thruway.ny.gov](mailto:CyberSecurityAlert@thruway.ny.gov) as well, upon discovery of any security incident that may threaten or compromise the confidentiality, integrity, or availability of information or network infrastructure within 24 hours.

The Vendor shall Comply with applicable laws and cooperate with the Thruway Authority's investigation, including providing relevant records and supporting law enforcement efforts. The Vendor must submit a corrective action plan within 10 days, detailing the cause, measures to address vulnerabilities, and a timeline for resolution. After the incident response, the Vendor shall provide a written final incident analysis report, including details such as the incident's root cause, timeline, scope, impact, corrective actions taken, etc.

### Destruction of Data:

All Thruway Authority Data (whether in physical or electronic form, or cloud hosted data), including copies, reproductions, and derived materials must be either returned to the Thruway Authority or irreversibly destroyed by the Vendor and its personnel upon the Thruway Authority's request or when no longer subject to the Vendor's internal retention policies, whichever occurs first. Data destruction can include the following methods as applicable:

- Shredding physical documents.
- Wiping device memory on all equipment, databases, servers, cloud storage, and electronic media.
- Sanitizing storage media, temporary files, and backup files containing Thruway Authority Data.

Upon request, the Vendor must provide certification within 14 days confirming the destruction of all Thruway Authority Data, including backups.

### Compliance with Applicable Laws, Security Policies, and Procedures

The Vendor must implement and maintain security measures to prevent unauthorized access to or disclosure of Thruway Authority Data. The Vendor shall comply with Thruway Authority and New York State security policies, standards, and applicable laws and maintain security measures aligning with Exhibit 1 requirements. The Vendor must Cooperate with annual or incident-triggered cybersecurity reviews. Such reviews will be coordinated by the Thruway Authority's Project Manager, Information Security, Information Technology, or other individual(s) or department as designated by the Thruway Authority.

### Data Restrictions – No transmission of Authority data outside of the United States

The Vendor shall not access, transmit, transfer, or store Thruway Authority data, personal information, or any provided information labeled as "confidential" or "sensitive" outside the United States without prior written approval from the Thruway Authority, which may be withheld at its discretion.

Data storage in countries on the OFAC Sanctions List [Sanctions Programs and Country Information | Office of Foreign Assets Control](#) or others identified by the Thruway Authority is prohibited.

### Cybersecurity Training:

The Vendor must ensure personnel with access to the Thruway Authority system and data complete cybersecurity awareness training upon hire and recertify annually thereafter. The Vendor shall maintain training records and

## EMPLOYEE SCREENING REQUIREMENTS

provide confirmation upon request. The Thruway Authority is not responsible for any costs associated with such training.

Software, Hardware, Firmware, and other Technology Components:

For IT products (software, hardware, or firmware) provided under the contract, the Vendor must ensure compliance with secure development lifecycle practices, provide timely updates to address vulnerabilities, disclose known backdoors, and follow Original Equipment Manufacturer (OEM) recommended security controls. Unless otherwise agreed in writing by the Thruway Authority, the Vendor's software application must function as outlined in the agreed-upon Statement of Work (SoW) and operate within an environment such as operating systems and database platforms that are actively supported and not run on end-of-life (EOL) system components. If the scope of work expands or includes software, hardware, or firmware, the Thruway Authority reserves the right to impose additional cybersecurity requirements to address it.

Conflict:

In the event of a conflict between Cybersecurity requirements, Exhibit 1 requirements, or other contract terms and conditions, the most stringent provisions shall apply.

The Vendor shall comply to the following minimum safeguarding requirements and procedures to ensure the confidentiality, integrity, and availability of the Information Systems and the data they process in the development and deployment of the system:

- Limit information system and underlying systems access to authorized users, processes, and devices only. Implement role-based access control (RBAC) to ensure that users can only access data and features necessary for their roles.
- Ensure all implementation services thoroughly address the security hardening of the systems and applications. This hardening must include but is not limited to, turning off unnecessary features based on the Statement of Work (SoW) and implementing a 'least privilege' access model for all users and service accounts.
- Enforce multi-factor authentication for internet-facing and remote access to internal systems and require strong passwords for internal access.
- Ensure encryption methods for data-in-motion and data-at-rest comply with the New York State Office of Information Technology Services Encryption Standard ([NYS-S14-007](#)).
- Verify and authenticate all users, processes, and devices accessing the organizational information systems. Limit physical access to information systems, equipment, and operating environments only to authorized personnel.
- Follow a Secure Software Development Lifecycle (SDLC). Ensure third-party libraries, components, and APIs are kept up to date and maintained at their latest stable versions within the released application.
- Protect against malicious code and maintain integrity of data within all information systems. Validate all data inputs to prevent malicious data injection or corruption.
- Identify, and report vulnerabilities or flaws through scans, and third-party penetration testing. Ensure vulnerabilities are remediated promptly.
- Monitor and promptly address any unauthorized access or suspicious activity. Maintain logs of access and system activities to support audits and investigations as required.

### **Miscellaneous**

Should NYSTA determine that additional security measures are deemed necessary at select locations, the parties agree to discuss implementation and potential costs of the additional security measures.

## 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: \_\_\_\_\_

## **EXHIBIT 3**

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

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

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

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

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

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

## **II. MWBE UTILIZATION REQUIREMENTS**

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

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

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

### **III. REPORTING**

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

### **IV. COMPLIANCE**

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

### **V. MWBE WAIVERS**

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

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

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

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

Waiver requests shall be sent to the Authority's Office of Compliance at [compliance@thruway.ny.gov](mailto:compliance@thruway.ny.gov).

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

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

## **VI. NON-COMPLIANCE**

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

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

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

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

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

## **VIII. SDVOB GOALS**

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

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

## **IX. SDVOB UTILIZATION PLANS**

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

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

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

## **X. SDVOB WAIVER**

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

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

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

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

## **XI. GOOD FAITH EFFORTS**

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

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

## **XII. MONTHLY SDVOB CONTRACTOR COMPLIANCE REPORT**

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

### **XIII. BREACH OF CONTRACT AND DAMAGES**

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

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

**All compliance forms are available at:**

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

## ATTACHMENT 1

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



200 Southern Blvd.  
Albany, NY 12209

### 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>	25070-910.17 Electrical Preventive Maintenance	<b>Inquiries to:</b>	Jeremy Staie jeremy.staie@thruway.ny.gov 518-436-2753
<b>IFB Issue Date:</b>	February 19, 2026		
<b>BID DUE DATE*:</b>	1:00 p.m. ET, March 18, 2026	<b>Time and Date of Mandatory Pre- Bid Meeting</b>	March 3, 2026 at 9:00 a.m. ET
<b>LIVE BID OPENING:</b>	10:00 a.m. ET, March 19, 2026		
<b>Contract Term:</b>	Five Years From Date of Award.		

\*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

**NOTES:**

- Some letter/parcel carriers have been experiencing delays in their deliveries. Please take this into account when planning the submission of your bid.
- The Item pricing shall include the costs of all necessary program preparation and documentation, labor, insurance policies, and all required inspections and test devices, etc.

**PROGRAM LOCATION**

New York State Thruway Authority  
 Governor Mario M. Cuomo Bridge  
 333 South Broadway, Tarrytown NY 10591

<b><u>Item No.1: Inspection</u></b>	<b><u>Estimated Annual Quantity</u></b> <sup>2</sup>	<b><u>Unit of Measure</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
Annual Inspection, Maintenance, and Lubrication per the Detailed Specifications and all Terms	1	each	\$	\$
Tariff Charge (if applicable) <sup>1</sup>	1	each	\$	\$

**TOTAL BID FOR ITEM 1:** \$ \_\_\_\_\_

<b><u>Item No.2: Unanticipated Additional Work</u></b>	<b><u>Estimated Annual Quantity</u></b> <sup>2</sup>	<b><u>Unit of Measure</u></b>	<b><u>Unit Price</u></b>	<b><u>Total Price</u></b>
Normal Working Hours During Regular Business Days (Monday through Friday)	40	hour	\$	\$
Overtime Added to Regular Business Days (Monday through Friday)	20	hour	\$	\$
Overtime Other Than Regular Business Days (Saturday, Sunday, and Holidays)	20	hour	\$	\$

**TOTAL BID FOR ITEM 2:** \$ \_\_\_\_\_

<b><u>Item No.3: Percentage Markup for Equipment and Replacement Parts</u></b>	<b><u>Estimated Annual Parts \$</u></b> <sup>2</sup>	<b><u>Unit of Measure</u></b>	<b><u>% Markup</u></b>	<b><u>Total Price</u></b>
Percentage Markup for Equipment and Replacement Parts	\$15,000.00	USD	%	\$
Tariff Charge %(if applicable) <sup>1</sup>		each	%	\$

**TOTAL BID FOR ITEM 3:** \$ \_\_\_\_\_

**TOTAL BID 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.

**BID PRICING**

TIME IS OF THE ESSENCE. The guaranteed time for completing each inspection will be taken into consideration before this contract is awarded. The Authority intends for an inspection to be scheduled a minimum of two weeks in advance.

Guaranteed completion time after the start of each inspection (calendar days): \_\_\_\_\_

**BIDDER'S COMPANY INFORMATION**

Number of years experience providing this type of service: \_\_\_\_\_

Number of employees in service organization: \_\_\_\_\_

Customer service representative for this contract:

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

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

Telephone: (\_\_\_\_) \_\_\_\_\_

Toll-Free Phone: (\_\_\_\_) \_\_\_\_\_

Service Shop Location: \_\_\_\_\_

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

Do you own or have access to all equipment necessary for the inspection, testing, and calibration work as specified? Yes \_\_\_\_\_ No \_\_\_\_\_

Does your firm maintain a stack of standardized report forms sufficient for submitting uniform test reports and recommendations to the Authority as required herein? Yes \_\_\_\_\_ No \_\_\_\_\_

**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.*

**PUBLIC WORK CONTRACTOR CERTIFICATION**

See IFB Sections 2.3 and 4.8 for additional information.

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

Yes       No

**DISCOUNT**

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

\_\_\_\_\_ % 30 days

**COMPLIANCE**

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

Yes       No

If no, explain all deviations in detail:

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

**PRICING**

Are the prices offered in this bid the same as or lower than those quoted other corporations or government agencies on similar requirements?  Yes  No

If no, explain: \_\_\_\_\_  
\_\_\_\_\_

**MANDATORY PRE-BID MEETING**

Did a representative from the Bidder's firm attend the mandatory pre-bid meeting?  Yes  No

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MacBRIDE FAIR EMPLOYMENT PRINCIPALS**

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% 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
- ATTACHMENT 6 ST-220 CA Contractor Certification to Covered Agency

# INSTRUCTIONS FOR SUBMITTING BIDS

1. Envelope should be addressed to:

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

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

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

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

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

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

Bid Due Date: March 18, 2026 at 1:00 p.m. ET

For: 25070-910.17

## 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:

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

ATTACHMENT 5

ST-220-CA Contractor Certification to  
Covered Agency



# Contractor Certification to Covered Agency

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

# ST-220-CA

(12/11)

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

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

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

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

### When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

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Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

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



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