

NEW YORK POWER AUTHORITY

REQUEST FOR PROPOSAL

FOR

FIRE ALARM AND PROTECTION SYSTEM INSPECTION

AND

MAINTENANCE SERVICES

FOR

SOUTH EAST NEW YORK (SENY) POWER PLANTS

INQUIRY NO. Q15-5809JT

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SEND YOUR QUOTATION TO:

NEW YORK POWER AUTHORITY
ATTN: PROCUREMENT DIVISION
123 MAIN STREET
WHITE PLAINS, N.Y. 10601

**THIS IS NOT A PURCHASE ORDER
BIDDER MUST SUBMIT QUOTATION ON THIS FORM**

TO ALL BIDDERS:

.
NY 00000

Your vendor number with us
28058

REQUEST FOR QUOTATION

RFQ number/date
6000155906 / 02/25/2015
Contact person/Telephone
JENNIFER TRAVIS/914-681-6630
E-Mail Address
Jennifer.Travis@nypa.gov
Our fax number
914-681-6783

Our reference
20089576

Your reference
Q15-5809JT

Delivery Point:
SOUTH EAST NEW YORK (SENY)
NEW YORK POWER AUTHORITY
NY

Quotation Due by
Close of Business: 03/18/2015
Valid from: 08/01/2015
Valid to: 07/31/2020
Delivery date : 08/01/2015

Deliv. terms: DDP DESTINATION/SITE
Payt. terms: NET DUE WITHIN 30 DAYS

February 25, 2015

SUBJECT: Fire Alarm and Protection System Inspection and Maintenance
Services for the Authority's South East New York (SENY) Power Plants
Inquiry No. Q15-5809JT

NOTICE TO ALL PROPOSERS

PROPOSERS ARE HEREBY DIRECTED TO USE THE NEW YORK POWER AUTHORITY'S WEB SITE AT WWW.NYPA.GOV TO OBTAIN COMPLETE BID DOCUMENTS, BID ADDENDA, POST-BID ADDENDA AND RELATED NOTICES. PROPOSERS OBTAINING BID DOCUMENTS FROM SOURCES OTHER THAN THE AUTHORITY'S WEB SITE AT WWW.NYPA.GOV DO SO AT THEIR OWN RISK. INCOMPLETE PROPOSAL RESPONSES MAY BE REJECTED BY THE AUTHORITY.

The New York State Power Authority invites you to submit a proposal to provide Fire Alarm and Protection System Inspection and Maintenance Services which shall include, but not be limited to, the Scope of Work in included this RFP, for the Authority's South East New York (SENY) Power Plants.



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The term of this Agreement shall be for five (5) years and shall start on or about August 1, 2015 through on or about July 31, 2020.

A description of the required Services is provided and detailed in the Schedule of Services attached hereto.

SUBMIT ONE COMPLETE SET OF ALL ORIGINAL DOCUMENTS WITH ALL OF THE REQUIRED DATA; AND ONE (1) CD AND TWO (2) HARD COPIES OF YOUR COMPLETE PROPOSAL TO THE FOLLOWING ADDRESS:

NEW YORK POWER AUTHORITY
123 MAIN STREET
WHITE PLAINS, N.Y. 10601
ATTN: JENNIFER TRAVIS
SR. PROCUREMENT AGENT

The first page of your Proposal MUST be on the letterhead of the Bidder and contain; name, address, phone, and name of contact person.

Proposals shall be delivered to the Authority by hand or mail not later than WEDNESDAY, MARCH 18, 2015. Envelopes containing each set should be clearly marked on the outside that a proposal for Inquiry No. Q15-5809JT is enclosed and showing the Proposer's name, address and agreement title. The outside of the submission shall be marked with large letters "DO NOT OPEN - SEALED PROPOSAL."

The Authority reserves the right not to answer any questions submitted after FRIDAY, MARCH 6, 2015. If questions by the Bidder are not responded to by the Authority prior to the Bid due date; the Bidder must include them with its Proposal.

During the Restricted Period the Bidder must communicate only with the Designated Contract Person for the RFP. The "Restricted Period" is defined to be the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract and ending with the final contract award.

The Authority's Designated Contact Person during the formal bid period is the undersigned Jennifer Travis. No other Authority personnel are authorized to receive, initiate, or communicate information of any kind regarding this RFQ during the "Restricted Period." All inquiries regarding this RFQ must be directed to the undersigned. Failure of



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prospective Bidder to fully comply with this requirement may result in the rejection of its Bid Proposal.

AN EXCEPTION FREE PROPOSAL IS DESIRED AND PROPOSALS WILL BE EVALUATED ACCORDINGLY. THE AUTHORITY RESERVES THE RIGHT TO DISQUALIFY ANY PROPOSAL THAT HAS SIGNIFICANT DEVIATIONS OR EXCEPTIONS TO THE TERMS, CONDITIONS AND/OR SPECIFICATIONS SET FORTH IN THE RFP OR TO WAIVE NON-MATERIAL DEVIATIONS.

Each Proposer shall submit a statement entitled "Deviations and Exceptions" showing the deviations and/or exceptions, if any, from the RFP. Each exception or deviation shall be listed, together with sufficient data to fully explain the scope and the reason therefor. No material submitted which amends or modifies any part of the RFP shall bind the Authority unless contained in a "Deviations and Exceptions" list and expressly agreed to in writing by the Authority.

Incorporation by reference of Proposer's standard terms and conditions, and the transmittal of such terms and conditions in a manner other than as part of the "Deviations and Exceptions" list, shall not be deemed in compliance with this paragraph and shall be of no effect.

Your attention is directed, if applicable, to Appendix "C" entitled Minority and Women-Owned Business Enterprise (M/WBE) Participation Goal Requirement, Appendix "E" entitled The Omnibus Procurement Act of 1992 Requirements, Appendix "G" entitled Equal Employment Opportunities Requirements, Appendix "H" entitled Tax Law Requirements, Appendix "J" entitled Bidder/Proposer Compliance With New York Power Authority Policy Providing For Certain Procurement Disclosures, Appendix "N" The New York State Iran Divestment Act of 2012 - Iranian Energy Sector Divestment, and Appendix "O" Encouraging Use of New York State Businesses In Contract Performance.

Appendix C:

Contractor is to complete Appendix C - NYPA's Minority and Women Owned Business Enterprise (M/WBE) Goal Participation Requirement. The Directory of New York State Certified MWBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>. Please visit the website for assistance in locating and/or identifying M/WBE firms in the area of your work. THIS IS A NEW YORK STATE LAW and must be complied with. Please be further advised that lack of compliance in this area may be evaluative criteria during the bid evaluation process. The Authority's Mr. Damon Williams Supplier Diversity Program Analyst, can be contacted at 914-287-3852 should you require further assistance on obtaining these



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goals.

Appendix D:

Upon Contract/PO award the successful Bidder will be required to comply with "CS 2.1 Background Screening: NYPA's Contractor's Packet" (aka, Appendix D). The actual Appendix will be furnished with the Contract/PO award document to the successful Bidder. The successful Bidder will be required to comply with the appendix's requirements in accordance with directives from the Authority's authorized designee which shall include but is not limited to:

Acknowledgement and compliance with North American Electric Reliability Corporation (NERC) and Critical Infrastructure Protection (CIP) requirements.

Contractor employee background screening requirements

Compliance with escorted and unescorted access requirements

Identification badge requirements

Completion of various associated Appendix D Attachments

Appendix I:

Upon Contract/PO award the successful Bidder will be required to comply with the "New York Power Authority (NYPA), North American Electric Reliability Corporation Critical Infrastructure Protection (NERC CIP) Cyber Access and/or Unescorted Physical Access Training Requirements" (aka, Appendix I). The actual Appendix will be furnished with the Contract/PO award document to the successful Bidder. The successful Bidder will be required to comply with the appendix's requirements in accordance with directives from the Authority's authorized designee which shall include but is not limited to:

Applicability to Independent Contractors

On-line training or off-line training

Record keeping

Appendices C and G

Bidder is informed that its compliance or failure to comply with requirements for M/WBE participation, and EEO participation are evaluation criteria which will be strong factors in the Authority's selection of a successful Bidder.

If there are any questions regarding this Request for Proposal (hereinafter "RFP") §§ 139-J and 139-K of the State Finance Law (SFL), require that all questions must be directed in writing to Jennifer Travis, New York, Power Authority, 123 Main Street, White Plains, New



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Proposers are requested to submit a copy of their annual report with their proposal. All prices quoted shall be in U.S. currency.

All expenses incurred by you in preparation of your proposal will be to your account. The Power Authority will not reimburse any such expenses.

The Power Authority reserves the right to reject any or all proposals.

The terms "Request For Quotation" (RFQ) And "Request For Proposals" (RFP) as used throughout, are synonymous.

The terms "Compensation Schedule", "Pricing Schedule" And "Itemized Proposal" as used throughout, are synonymous.

The terms "Bidder/Proposer", "Bidder", "Consultant", and "Contractor", as may be used throughout, are synonymous.

The terms "Contract", "Contract/P.O.", "Agreement", and Purchase Order Release Against Contract (POR)" as may be used throughout, are synonymous.

ALL PROPOSALS SHALL BE VALID FOR A PERIOD OF (180) DAYS FROM DATE OF RECEIPT BY NYPA UNLESS OTHERWISE EXTENDED, MODIFIED OR WITHDRAWN IN WRITING.

Please acknowledge receipt of this letter, stating whether or not you intend to submit a proposal by returning the Bid/Inquiry Response Form immediately following this page.

INFORMATION FOR PROPOSERS

Proposer shall submit a statement describing its experience with previous services similar to the services it proposes to perform, including a description of the facilities and owners where and for whom such services were performed. Proposer shall submit a statement describing its ability to perform the services according to the provisions of this Request For Proposals. Proposer shall also include the following in its proposals:

All Proposals shall be submitted in accordance with the following REQUIRED INFORMATION for this RFQ; which will be utilized by NYPA in evaluating the proposals:



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- a.A complete description of the Contractor's capabilities to perform this Work. This must include a Scope of Work outlining the Bidder's understanding of the Work and summarizing the basic approaches to providing the requested services; listing of all available equipment, and materials, with an identification of management personnel.
- b.A site-specific organization chart for Home office and job-site.
- c.Identification of key personnel, their qualifications and experience as well as a description of the number of response personnel(back-up personnel) maintained by the Contractor and their job descriptions and qualifications.
- d.Include for all subcontractors: contact names, addresses, phone number ,references, and listing of previous/similar Work performed - with completion dates, prices, and descriptions.
- e.Proposer's Standard Safety & Accident Prevention Program.
- f.Assurance that proper certifications can be supplied for services required to be performed under State, City, and Federal Governmental laws and regulations.
- g.Description of auxiliary services and other relevant information which Proposer wishes the Authority to consider in comparing its proposal with others.
- h.Resumes of all subcontractors key personnel and back-up support personnel.
- i.A complete list and description of all plants that the subcontractors now has or will have available for commencing and executing this work, and its location at the time of opening proposals.
- j.Identification of suppliers for all materials required for the proper performance of the Work of the Contract and a statement that said suppliers have assured delivery of all materials such as to meet all requirements of the Contract Documents.
- k.Documentation/samples of established training programs and certifications.
- l.Experience record(over last five years)of completed work of at least five recent projects of similar size and nature which are now in



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satisfactory service, together with evidence that such service has been continuous and has extended over not less than the last 12 month period prior to the opening of bids hereunder. Provide sufficient information to assist in the evaluation of the Bidder's capability to perform the required services covered in this Proposal. Include (as applicable) Permit Nos., dates of completion, dollar value/price of your work performed, and description of work. Include the name, address and phone number of the contact person(s).

m.Listing of all collective bargaining agreements (by classification) that Bidder may utilize for the work.

n.Copies of any permits and licenses that the Bidder currently possesses to perform this Work.

o.A copy of Bidder's current pre-printed "brochure," if any, or other material, detailing the Bidder's organization chart, office locations, capabilities, expertise etc.

p.Bidder shall list any technical data that qualifies its Proposal and makes acceptance by the Authority a condition precedent to the acceptance of the Proposal.

q.Complete & Submit the Non-Collusive Bidding Certification.

r.SUBMIT a Completed PO ADDRESS FORM "B-1"

s.APPENDIX "A"- SIGN ON THE REVERSE SIDE AND RETURN.

t.APPENDIX "B"-Shall apply

u.1.APPENDIX "C" SUBMIT in detail, a COMPLETED ATTACHMENT NO.1

v.2.M/WBE Listings for reference

w.APPENDIX "E"-Complete & Return Attachments 1,2,& 3.

x.APPENDIX "G"-Submit your EEP POLICY STATEMENT & Completed FORMS G-1 and G-3.

y.APPENDIX "H"-Submit completed forms.

z.APPENDIX "J"-Complete and Submit with your Proposal.



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aa.APPENDIX "N"-Complete & Return

bb.APPENDIX "O"-Complete & Submit FORM 0-1

cc.Proof of Insurance, in accordance with the enclosed Insurance requirements shall be submitted on the attached Authority form prior to Award. Sample of current Certificate(s) of Insurance required.

dd.NYS DOL Prevailing Wage PRC No.2015001588 shall apply.

ee.Submit a completed SAFETY PERFORMANCE QUESTIONNAIRE

INFORMATION FOR BIDDERS

I. PRICING

A completed copy of the Compensation Schedule must be submitted with each copy of the proposal.

PRICES QUOTED SHALL INCLUDE ALL FREIGHT COSTS. Bidders shall disregard any other freight terms that appear elsewhere in this Bid Document.

II. EXAMINATION OF REQUEST FOR PROPOSAL

A. Proposer shall examine the RFP carefully. Any questions with respect to the RFP, including an interpretation of the RFP or clarification of any ambiguity, inconsistency or error therein, shall be addressed to the Authority in writing, (email inquiries acceptable) to the Authority for response. Such inquiries may be answered in writing by the Authority, as it deems necessary, as an addendum to the RFP, and will be posted on the www.nypa.gov website. Any addendum issued becomes part of the RFP, binding on all Proposers whether or not the Proposer receives or acknowledges actual notice of any such addendum.

B. Only written interpretation(s) or correction(s) provided in any addendum shall be binding. Proposers are cautioned that no officer, agent or employee of the Authority is authorized otherwise to explain or interpret the RFP, and the Proposer must not rely upon any such explanation or interpretation, if given. The contract as defined in Article 15 of the AGREEMENT shall constitute the entire AGREEMENT between the Proposer and the Authority.

III. WITHDRAWAL OF PROPOSAL

Permission will not be given to modify or explain any proposal after it has been deposited with the Authority.

No proposal shall be withdrawn or cancelled before the time designated



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in this RFP for opening such proposals except upon such conditions as the Authority may deem to be necessary.

IV. OTHER REQUIREMENTS

A. The proposal and all supplemental data shall be legible and in the English language. Proposals that do not meet these requirements or that contain omissions, erasures, alterations, additions or items not called for in the RFP or that contain irregularities of any kind, may be rejected as informal.

B. The names of the president, secretary and treasurer, the date and state of incorporation and principal place of business shall be given on Page B-1 of this RFP.

C. Payee Identification Numbers. Under the provisions of Chapter 295 of the Laws of 1987, the New York Power Authority is required to report the following information to the New York State Department of Taxation and Finance in connection with your proposal for, or the award of, a contract for these Services.

Your Business Name: _____

Your Business Address: _____

Your Federal Social Security Number: _____

Your Federal Employer Identification Number: _____

If you do not have the above numbers, please state the reason or reasons why:

Such numbers shall only be made available to the public as provided by law.

Questions regarding the requirement for payee identification numbers and the maintenance system for such records should be addressed to:

Jennifer Travis
New York Power Authority
123 Main Street
White Plains, New York 10601
Tel: (914) 681-6630

D. Compliance with the Immigration Reform and Control Act (IRCA): It is the Contractor's responsibility to properly complete and retain Form I-9 for all of its employees assigned to perform work as independent



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contractors at any one of the Authority's facilities, projects, and properties. The Contractor understands, and is in compliance with, its obligations under IRCA. The Contractor warrants that it is not knowingly employing any workers assigned to the Authority who are not authorized to work for the Contractor in the United States. The Contractor agrees to defend and indemnify the Authority for any liability, including attorney's fees, arising out of any claims that the Contractor's employees are not authorized to work in the United States for the Contractor and/or any claims based upon alleged IRCA violations committed by the Contractor.

V. COMPARISON OF BIDS

Wherever applicable, equalizing elements or factors not specially mentioned or provided for herein or any element or factor in addition to price which would affect the best interests of the Authority will be taken into consideration in making an award of an agreement for services. The Authority also reserves the right to take into consideration in making award of an agreement for services the facilities of the Proposer, the ability of the Proposer to provide services within the time specified, and the Authority's previous experience with the Proposer.

VI. EVALUATION CRITERIA:

NYP&A intends to engage the most qualified Bidder and/or Bidders available for this assignment. It is necessary, therefore, that the Bidder's Proposal fully address all aspects of the RFQ. It must provide the Authority with clearly expressed information concerning the Bidder's understanding of the Authority's specific requirements and qualifying the Bidder to conduct the work in a thorough and efficient manner.

Contracts will be awarded based upon technical expertise, experience, schedule compatibility, costs, safety record and additional documents.

A. EXPERIENCE

The Authority will evaluate submitted materials for demonstrated experience and knowledge shown by the previous performance of similar Work. Proposer shall submit a statement describing its experience with previous services similar to the services it proposes to perform, including a description of the facilities and owners where and for whom such services were performed. Proposer shall submit a statement describing its ability to perform the services according to the provisions of this Request For Proposals.

i. Experience - Minimum of ten (10) years; provide record of completed



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work of at least five recent projects of similar size and nature which are now in satisfactory service, together with evidence that such service has been continuous and has extended over not less than the last 12 month period prior to the opening of bids hereunder. Provide sufficient information to assist in the evaluation of the Bidder's capability to perform the required services covered in this Proposal. Include (as applicable) Permit Nos., dates of completion, dollar value/price of your work performed, and description of work.

ii. References - Include the name, address and phone number of the contact person(s).

B. SCHEDULE CAPABILITIES

Bidder to have local presence with capabilities for both Machine Shop and Field Service Maintenance with utility experience. Ability to develop schedule, complete tasks and meet deadlines, on time and within budget.

Resumes of all subcontractors key personnel and back-up support personnel.

A complete list and description of all plants that the subcontractors now has or will have available for commencing and executing this work, and its location at the time of opening proposals.

Identification of suppliers for all materials required for the proper performance of the Work of the Contract and a statement that said suppliers have assured delivery of all materials such as to meet all requirements of the Contract Documents.

Listing of all collective bargaining agreements (by classification) that Bidder may utilize for the work.

Copies of any permits and licenses that the Bidder currently possesses to perform this Work.

C. SAFETY RECORD

i. Proposer's Standard Safety & Accident Prevention Program.

ii. Assurance that proper certifications can be supplied for services required to be performed under State, City, and Federal Governmental laws and regulations.



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iii.Documentation/samples of established training programs and certifications.

D.COSTS

The contract award will be based on the proposal that most meets the overall needs of the Contract. Project cost will not be the sole determining factor. The Bid amount shall be submitted to perform all the Work as indicated in the Bid/Contract Documents.

A completed copy of the Itemized Price List (also known as the Compensation Schedule) must be submitted with each copy of the proposal.

PRICES QUOTED SHALL INCLUDE ALL FREIGHT COSTS. Bidders shall disregard any other freight terms that appear elsewhere in this Bid Document.

E.ADDITIONAL REQUIREMENTS

Financial Statements (i.e. Annual Reports) that represent the overall financial condition of the Bidder for the last (2) two years. Proposers are requested to submit a copy of their annual report with their proposal. All prices quoted shall be in U.S. currency.

Description of auxiliary services and other relevant information which Proposer wishes the Authority to consider in comparing its proposal with others.

A copy of Bidder's current pre-printed "brochure," if any, or other material, detailing the Bidder's organization chart, office locations, capabilities, expertise etc.

Appendices - Bidder responses to all required Appendices.

The Authority desires an Exception-free proposal which will be considered during the evaluation phase.

The Authority reserves the right to award multiple contract(s) for these services.

VII.AWARD OF CONTRACT

Proposer shall note the following:

A. Subject to the rights hereinafter reserved and any other applicable rights, it is the Authority's intention to award an agreement for all or part of the services, within one hundred eighty (180) days after opening of Proposals, to the Proposer whose proposal fully conforms to the requirements of the RFP and complies with all the provisions required to



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render it formal, and as deemed most advantageous to the Authority.

B. The right is reserved, as the interest of the Authority may require, to reject any proposal or all proposals, and any informality in any proposal received. Without limiting the generality of the foregoing, and solely for guidance in preparation of proposals, the Proposer is informed that a proposal may be rejected if the Proposer cannot show to the satisfaction of the Authority:

1. That it has the necessary capital and experience, or that it owns, controls, or can procure the necessary services to commence the service at the time prescribed and thereafter to prosecute and complete the service at the rate, or within the time specified, or that it is not already obligated for the performance of other service which would delay the commencement, prosecution, or completion of the service contemplated by the Agreement.

2. Any proposal which, in the opinion of the Authority is unbalanced may be rejected.

3. The facts as to business and technical organization, prior determinations of non-responsibility, financial and other resources, or business experience as related to the services proposed upon.

Award of this Proposal to the successful Proposer shall be made by issuance of the attached Agreement, properly completed and executed by the Authority and the Proposer and incorporating the portions of Proposer's proposal acceptable to the Authority.

VIII. PRIVACY LAW NOTIFICATION

SECTION 941(1)(d) OF THE NEW YORK PUBLIC OFFICERS LAW REQUIRES THIS NOTICE TO BE PROVIDED WHEN COLLECTING PERSONAL INFORMATION FROM ENTITIES DOING BUSINESS WITH THE NEW YORK POWER AUTHORITY.

This information is requested pursuant to Article 5, Title I of the Public Authorities Law and Section 6041 of the Federal Internal Revenue Code. The principal purpose for which the information is collected is to comply with requirements of the Federal Internal Revenue Code in accordance with Section 96(1) of the Personal Privacy Protection Law, particularly subdivisions (b), (e) and (f). Because services providers doing business as 1099 status Contractors typically submit their personal social security numbers and residential addresses to the Authority for business use and tax requirements, such personal information must be maintained by the Authority in accordance with New



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York's Personal Privacy Protection Law.

Failure to provide the requested information may result in fines by the Federal Government for failure to properly report income.

This information will be maintained by the Office of Procurement at the Power Authority of the State of New York located at 123 Main Street, 5th Floor, White Plains, New York, 10601, or when appropriate, at one of the various Authority facilities.

IX. NEW YORK STATE FREEDOM OF INFORMATION LAW (FOIL)

All documents submitted by the Bidder are subject to disclosure under the New York State Freedom of Information Law (Public Officers Law, Article 6). Accordingly, confidential information, trade secrets, proprietary materials or other information, the disclosure of which would cause a substantial injury to the competitive position of your firm must be clearly marked and identified as such in your proposal [Public Officers Law, Section 87(2)(d)].

THE BIDDING DOCUMENTS ENCLOSED CONSISTS OF:

RFQ NO. 6000155906/Inquiry No. Q15-5809JT

Non-Collusive Form

Safety Performance Questionnaire

PO Address Form

Agreement

Compensation Schedule

Schedule of Services

Commercial Appendices:

Appendix A - Statutory Requirements

Appendix B - Prompt Payment Policy

Appendix C - MWBE Goals

Appendix E - Omnibus Procurement Act

Appendix G - EEO Requirements

Appendix H - Tax Law Requirements

Appendix J - Procurement Disclosure Reporting

Appendix N - The NYS Iran Divestment Act of 2012

Appendix O - Encouraging Use of New York State Businesses In Contract Performance

Bid Response Form

NYPA Certificate of Insurance

PWR NO.2015001588 located at [www.http://wpp.labor.state.ny.us/](http://wpp.labor.state.ny.us/)
and any other documentation INCLUDED AND/OR REFERENCED HEREIN.

No onsite work shall commence until the Authority is provided with evidence of insurance coverage submitted only on the New York Power Authority Certificate of Insurance form and C105.2 Worker Compensation



SEND YOUR QUOTATION TO:

NEW YORK POWER AUTHORITY
ATTN: PROCUREMENT DIVISION
123 MAIN STREET
WHITE PLAINS, N.Y. 10601

**THIS IS NOT A PURCHASE ORDER
BIDDER MUST SUBMIT QUOTATION ON THIS FORM**

TO ALL BIDDERS:

RFQ number/date

Page

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. NY 00000

6000155906 / 02/25/2015 15

Forms. (ACORD FORMS WILL NOT BE ACCEPTED).

SCHEDULE OF WAGES AND SUPPLEMENTS:

Contractor must ensure payment of the highest labor rates from one of the following two (2) links provided below as assistance.

a) New York State Dept. of Labor Prevailing Wage Rate PRC #2015001588, assigned for this Work, is available via the link provided below for information purposes only:
<http://wpp.labor.state.ny.us>

b) City of NY: (see 220 Schedule and 200 Apprentice Schedule
<http://www.comptroller.nyc.gov/bureaus/bll/schedules.shtm>

Contractor will be accountable for ensuring use/payment of the proper State or City wage rate.

Certified Payroll Submittals:

The Contractor and each subcontractor shall submit to the Authority, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The filing of the payrolls by the Contractor, with the Authority, as required by Labor Law Section 220, is a condition precedent to payment of any sums due and owing the Contractor for the work.

Questions relating to submission of certified payrolls shall be directed to the Authority's designated contact person: Mr. John Canale, Acting Vice President of Procurement, New York Power Authority, 123 Main St., White Plains, NY 10601.

NON-COLLUSIVE PROPOSAL CERTIFICATION

Proposer shall submit one signed non-collusive proposal certificate with each copy of its proposal submitted.

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies as to its own organization, under penalty of perjury, that to the best of his /her knowledge and belief:
1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other or to any competitor; and
 3. No attempt has been made or will be made by the Proposer to include any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- B. A proposal shall not be considered for award nor shall any award be made where A. 1, 2 and 3, above have not been complied with; provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where A.1, 2 and 3, above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- C. Each proposal made by one or more corporations individually or as members or a joint venture or partnership shall be deemed to have been authorized by Proposer's respective board or boards of directors as the case may be, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of this non-collusive proposal certification as the act and deed of such respective corporations.

FIRM NAME: _____

BY: _____
(Name-Signed)

BY: _____
(Name-Signed)

TITLE: _____

DATE: _____

SAFETY PERFORMANCE QUESTIONNAIRE

Provide information below for the years noted in accordance with Recordkeeping Guidelines for Occupational Injuries and Illnesses under the Occupational Safety and Health Act of 1970 (29USC651) and 29 CFR Part 1904.

A	Workman's Compensation Interstate Experience Modification Record (EMR)	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>YTD</u>
B	Recordable Injury Incidence Rate *					
C	Lost Workday Injury Incidence Rate *					
D	FROM OSHA 300 LOG Number of Injuries With Lost Workdays					
E	Number of Injuries Without Lost Workdays					
F	Number of Injury Related Fatalities					
G	Number of Cases with First Aid Attention Only					
H	Employee Hours Worked/Year					

$$* (B) \text{ Rate} = \frac{D + E}{H} \times 200,000$$

$$* (C) \text{ Rate} = \frac{D}{H} \times 200,000$$

SAFETY STAFF

List the highest ranking safety professional in your organization

Name _____ Title _____

Contractor _____

Address _____

P.O. ADDRESS OF THE BIDDER

Company Name/dba

Street Address

City, State/Province and

Zip Code

Country _____ Email _____

Telephone No. _____ Ext.: _____ Fax No. _____ Fed ID No. _____

E Mail Address: _____

ADDRESS FOR CHECK PAYMENTS (if different from above)

Street

City, State/Province

Country and Zip Code

If a Corporation

NameAddress

_____, President _____

_____, Secretary _____

_____, Treasurer _____

Date and State or Province of Incorporation_____

If a Partnership

Name of General PartnersAddress

If an Individual

Name of IndividualAddress

If a Joint Venture

Name of Organizations

Addresses

SOUTH EAST NEW YORK (SENY) FACILITIES

AGREEMENT

FOR

FIRE ALARM AND PROTECTION SYSTEM INSPECTION

AND

MAINTENANCE SERVICES

AGREEMENT NO. TBD

BETWEEN

Power Authority of the State of New York
123 Main Street
White Plains, NY 10601
ATTN: Jennifer Travis

Insert Company Name
Insert Company Address

ATTN:

SAMPLE AGREEMENT

THIS AGREEMENT effective the _____ day of _____, is between the POWER AUTHORITY OF THE STATE OF NEW YORK, (hereinafter referred to as “Authority”) a corporate municipal instrumentality of the State of New York, having a principal place of business at 30 South Pearl Street, Albany, New York, 12207, and an office located at 123 Main Street, White Plains, New York, 10601, and _____ (hereinafter referred to as “Contractor”), a _____, organized and existing under the laws of the State of _____, having its principal place of business at _____.

WHEREAS, the Authority desires to retain the Services of the Contractor for the purpose of providing Fire Alarm and Protection System Inspection and Maintenance for the Authority's South East New York (SENY) Power Plants as more fully described in the annexed Schedule of Services;

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

ARTICLE 1. – Schedule of Services and Time of Completion

- A. The Contractor will perform Fire Alarm and Protection System Inspection and Maintenance for the Authority's South East New York (SENY) Power Plants (“the Services”) as more fully described in the Schedule of Services, attached hereto and made a part hereof. All Services will be performed within the time period(s) set forth in the Schedule of Services, or if none is set forth, in such time and in such sequence as the Authority shall direct. Time is of the essence in the performance of all Services hereunder.
- B. The term of this Agreement shall be from on or about August 1, 2015 through on or about July 31, 2020.

ARTICLE 2. – Compensation

- A. The Authority shall pay, and the Contractor shall accept as full compensation for the Services to be performed hereunder, including all costs and expenses of any kind, the amount set forth in the annexed Compensation Schedule. The Authority makes no representation as to the amount of Services intended or expected to be performed hereunder.
- B. Compensation Limitation(s) – Except for correction of defective work pursuant to Article 5 “Warranty” and in emergencies, no work shall be performed under this Agreement

except as specifically authorized by separate written Work Request(s). Such Work Requests shall advise the Contractor of the work expected to be performed, the total dollar amount (the Compensation Limitation(s) authorized for such work, and the expected duration thereof.

- C. Prior to the start of any Work at the facility, separate Work Requests will be issued by the Plant detailing the specific tasks to be performed and authorized funding allocated for such tasks.

ARTICLE 3. – Relationship of Parties

- A. Contractor is an independent Contractor and not an agent or employee of the Authority.
- B. All personnel furnished by the Contractor pursuant to this Agreement shall be employees of the Contractor, compensated and treated by the Contractor as such and not as independent Contractors. Contractor shall make all appropriate federal and state withholdings from, and contributions on behalf of, such personnel, including income tax, social security tax (FICA), unemployment insurance and workers' compensation insurance payments. Contractor will issue Internal Revenue Service W-2 Forms, for such personnel, and not IRS 1099 Forms, for all work performed at the Authority.
- C. With respect to furnished personnel, Contractor shall be responsible for all administrative obligations associated with its employment of the personnel furnished, and shall make all other submissions and payments to governmental agencies which are required for employees, including but not limited to, workers' compensation and unemployment insurance; and where applicable: pension benefits, health and life insurance benefits, and vacation benefits.
- D. Upon request the Contractor shall provide sufficient assurances (including allowing inspections and providing copies of all relevant documents, such as but not limited to Form I-9) that the Contractor is complying with all of its obligations in respect of such personnel.
- E. If any Services are sub-contracted, Contractor shall be responsible for compliance with the foregoing requirements by its subcontractors.

ARTICLE 4. – Termination

- A. The Authority, within its sole discretion, and for any reason or for no reason may terminate this Agreement at any time, as to all or any part of the Services thereof, upon notice in writing to the Contractor. Unless otherwise specified in such notice, the Contractor shall immediately discontinue all terminated Services, and the placing of any orders for materials, facilities or supplies in connection with such Services, shall proceed to cancel promptly any existing orders, and shall terminate sub-contracted work.

- B. The Authority reserves the right to terminate this Agreement in the event it is found that the Contractor Certification of Compliance (contained in Appendix J) filed by the Contractor in accordance with New York State Finance Law § 139-k 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 Article 9 of this Agreement.
- C. Except in the event of termination for non-performance and/or unsatisfactory performance by the Contractor, the Authority shall pay the Contractor for all Services satisfactorily performed to the date of termination and for such other Services as the Authority may direct the Contractor to perform to bring the terminated part of Services to an orderly conclusion. Such payment shall be in accordance with Article 2 “Compensation”, and such payment shall relieve and discharge the Authority from any further claims of, or liability to, the Contractor.

ARTICLE 5. – Warranty

A. Workmanship

Contractor warrants that all work shall be performed by it and its subcontractors in accordance with applicable governmental regulations, sound engineering practice and established Authority procedure as may be directed and in accordance with such drawings and specifications as may be provided. Contractor shall be required to correct any defects due to its faulty materials or workmanship which may appear during a period of one (1) year from the date of final acceptance of the completed work under any Work Request.

- B. In addition to any remedies otherwise available to the Authority for breach of the foregoing warranty, should such breach occur, Contractor will, at the option of the Authority, re-perform the Services which fail to meet that warranty on an accelerated basis at no cost to the Authority.

C. Material

All materials which are furnished by the Contractor shall be new and first class, and, where detail design and requirements are prescribed, shall conform in all respects to such design criteria and specifications. Contractor shall advise the Authority of manufacturer’s standard guarantees or warranties with respect to all such materials procured and furnish the Authority with copies of such guarantees and warranties. Contractor’s liability with respect to materials and equipment provided under each subcontract or purchase order is limited to procuring such warranties and assisting the Authority in enforcing same to their full extent.

ARTICLE 6. – Insurance**A.** General Requirements

The Contractor, and each subcontractor, will keep in force at its own cost, until final acceptance of the Work, the insurance coverages listed herein. The Contractor will not commence Work until the Authority has been furnished a completed certificate or certificates of insurance. Contractor shall ensure that all subcontractors comply with these requirements, and that these requirements are expressly incorporated in each of the Contractor's sub-contractor agreements. Failure to maintain the required insurance throughout the term of the Contract, including any Contract term modifications, is a material breach of the Contract and may result in a stop work order or termination of the Contract for cause.

All coverages, except Workers' Compensation (see b).i., below), should be evidenced on: 1) the Authority's annexed form; or 2) an Acord form accompanied by the following two (2) endorsements: **Additional Insured** with the identifying policy number, specifically naming the New York Power Authority and the State of New York as additional insureds to the policy and **Waiver of Subrogation** endorsement. The insurance afforded to the additional insureds shall be at least as broad as that afforded the first named insured.

The form and sufficiency of each insurance policy required to be obtained herein will be subject to the Authority's approval and with insurance companies acceptable to the Authority. The Contractor shall notify the Authority no later than 10 days prior to the effective date of a change to or cancellation of insurance policies required herein. The Contractor will deliver or cause to be delivered to the Authority, upon request, a copy of each such insurance policy.

B. Any and all deductibles or self insured retentions, in or relating to the below described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

i) Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation/Occupational Disease Laws, including Employer's Liability Insurance with a minimum limit of \$1,000,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act (44 U.S.Stat 1424) and the Jones Act (41 U.S. Stat 988). Under Sections 57 & 220 Subd. 8 of the New York State Workers' Compensation Law, it is required that Contractors doing business with a Municipal or State entity evidence proof of workers' compensation coverage on approved forms, as listed below:

1. If coverage is with a private insurance carrier, the entity must provide evidence of coverage on a completed C105.2 form. The C105.2 form is supplied and completed by the insurance carrier or its authorized agent.
2. If coverage is with the State Insurance Fund, the entity must provide a completed U-26.3 form provided by the Fund.
3. If the business entity has been approved by the Workers' Compensation Board's Office of Self Insurance as a qualified self insurer, a completed SI-12 form is required. The SI-12 form is provided by the Board's Office of Self Insurance.

- ii) Commercial General Liability Insurance, which includes Contractual Liability and Products/Completed Operations Liability coverages covering all operations required to complete the Work and where applicable coverage for damage caused by any explosion or collapse with minimum limits of \$5,000,000 per occurrence for bodily injury and \$5,000,000 per occurrence for property damage liability.

Umbrella/Excess Liability insurance in an umbrella form and on an occurrence basis, with limits of at least \$5,000,000 per occurrence. This insurance shall follow form to the underlying insurance and “drop down” for defense and indemnity in the event of the exhaustion of the underlying insurance.

1. The limits contained on the Insurance Policies Declaration page must be equal to or greater than the limits stated herein.
 2. The Authority and the State of New York must be named and scheduled as additional insureds to the Contractor’s policy and, if applicable, each subcontractor’s policy, including cross-liability coverage evidenced on the certificate(s) furnished to the Authority. The policy must contain an endorsement stating that the insurer will have no right of recovery or subrogation against the Authority and the State of New York. The Contractor must submit evidence satisfactory to the Authority of its compliance with this requirement. It is the intent of the parties that the insurance placed in accordance with the provisions of this paragraph will be primary insurance and will protect the Contractor, the Authority and the State of New York for all losses arising from all operations, activities, work, services, items or performance relating to the Contract. The insurance afforded to the additional insureds shall be at least as broad as that afforded the first named insured.
 3. The Products/Completed Operations Liability coverage will be provided for a period of at least two (2) years after the completion of the Work.
 4. The Contractual Liability Insurance coverage will insure the performance of the contractual obligations of the Contractor contained in this Contract, including, without limitation, all contractual indemnity obligations.
- iii) A Business Automobile Policy protecting the Contractor and each subcontractor for automobile bodily injury and property damage liability, including coverage for liability arising out of owned, hired or non-owned vehicles. Such insurance will cover all vehicles bearing, or required to bear by the motor vehicle laws of the state of registry, licenses or registration plates in limits of at least \$1,000,000 each accident.
- iv) If the Work requires professional services, such as, but not limited to, accounting, architectural, engineering, legal, medical and surveying, a standard professional liability insurance policy with a minimum limit of \$1,000,000. If applicable, the policy is to be endorsed to include “fee for service” coverage and evidence of endorsement must be furnished to the Authority. An additional insured endorsement is not required for the professional liability policy.

- v) If the Work requires the use of watercraft or aircraft, Watercraft Liability, including water quality coverage, or Aircraft Liability Insurance with a minimum limit of \$1,000,000 per occurrence is required.
 - vi) If the Work poses an environmental risk, known or suspected, Pollution Liability with minimum limits of \$1,000,000 per occurrence is required.
- C. At the execution of this Agreement and on an annual basis during the term of this agreement and any extended period for during which insurance must be maintained, each insuring party will deliver to the Authority the forms required under Section a) General Requirements above for all coverage required hereunder. The Authority has no obligation either to review the forms or policies or to inform any insuring party if the forms and or underlying policies do not comply with the requirements of this agreement. The Authority will be given at least 30 days notice of cancelation, material modification or expiration of the aforementioned insurance.

If the contractor or any other insuring party fails to furnish the forms or maintain the coverage required under this section or if any of the insurance is canceled, the Authority may (1) immediately terminate this agreement and Contractor will reimburse the Authority for any and all losses resulting from Contractor's failure to have the insurance required hereunder, or (2) the Authority may procure such insurance and the insuring party which failed to maintain the required insurance shall reimburse the Authority for all associated costs including insurance premiums or such costs will be offset against amounts otherwise payable to such insuring party under this agreement. In the event any insuring party's failure to comply with any aspect of this Insurance Section results in payment for defense or indemnity by any indemnitee's insurance, such indemnitee's remedy against such insuring party shall include the amount of coverage (payment of defense, indemnity, etc.) that would have been available to such indemnitee had the insuring party complied with this Insurance Section, and such insuring party shall not be entitled to an off-set for any amounts indemnitee receives, or is entitled to receive, from any other insurance.

- D. In lieu of Commercial General Liability Insurance, at the Authority's discretion, it may agree to accept an Owners and Contractors Protective Liability Policy naming the New York Power Authority and the State of New York as the named insureds, and with the following minimum limits:

Bodily Injury Liability	\$10,000,000 per occurrence
Property Damage Liability	\$10,000,000 per occurrence

This policy, the cost of which will be borne by the Contractor, will cover the liability of the Authority and the State of New York with respect to the Work, services, or items to be furnished hereunder, or contract to be performed, including omissions or supervisory acts of the Authority, if any.

Such insurance will contain provisions which state that the policy will also respond to claims or suits by employees of the Contractor or subcontractor against the Authority or the State of New York or by the Authority or the State of New York against the Contractor or any other insured thereunder.



This Article 6 Insurance is independent of and does not reduce or diminish any other obligation or requirement of the Contractor under any other provision of this Contract.

ARTICLE 7. – Records, Accounts, Inspection and Audit

- A. The Contractor, without additional compensation therefore, shall keep records and books of account, showing the actual cost to it of all items of labor, material, equipment, supplies, services and other expenditures of whatever nature for which reimbursement is authorized under this Agreement. The system of accounting to be employed by the Contractor shall conform with the Contractor's normal practice.
- B. The Contractor's correspondence, records, general ledgers, cancelled checks, time sheets, vouchers and books of account insofar as they pertain to the direct cost of the Services performed or disbursements made for the Authority's account under this Agreement will be open at all reasonable times during the period of this agreement, and for three (3) years from the date of final payment under this agreement, for inspection by the Authority or any authorized government representative. Copies shall be furnished if requested, at no cost to the Authority. No additional compensation will be paid for the preservation of such papers.
- C. The Authority shall at reasonable times have access to the premises, Services and materials, correspondence, instructions, working papers, plans, drawings, specifications, and memoranda of the Contractor pertaining to said Services and the Contractor shall provide facilities adequate for examination and audit of same by Authority. No additional compensation will be paid to the Contractor for audit support.

ARTICLE 8. – Assignment and Subcontracting

Any assignment, subcontracting or transfer of any obligation of Contractor under this Agreement shall be entirely void without the prior written consent of the Authority. The Contractor's choice of subcontractors shall be subject to the Authority's approval prior to commencing any Services hereunder. No contractual relationship shall exist between the Authority and any subcontractor. The Contractor shall not be relieved of any of its obligations imposed by the terms of this Agreement for any part of the subcontracted Services.

ARTICLE 9. - Management of the Work

- A. Direction By the Authority. In connection with the Work to be performed hereunder, the Authority shall have the right, in its sole discretion to determine the number of Contractor's personnel, and their skills to be used for the work; to determine work methods and procedures including observance of all of the provisions of this Agreement and applicable governmental statutes and regulations; to determine working hours and the amount of work to be performed by individual personnel or skill classifications; and generally to direct, plan

and control each and every aspect of the Work without limitation or restriction. The Authority may, in writing, require the Contractor to remove promptly from the work Contractor's employees the Authority deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed by the Authority to be contrary to the public interest, and such employee shall not be again employed by the Contractor in connection with the work of this Agreement.

- B. Contractor's Assurance. Contractor shall take all necessary steps to ensure the personnel it provides to perform the Work hereunder shall work harmoniously and side by side if necessary, with the employees of the same or different skill classifications of the Authority or others; shall not engage in any activities which would hinder progress of the Work; shall cooperate fully with and follow all directions by the Authority. If any labor disputes arise, Contractor shall use its best efforts to ensure that the Work continues unimpeded while taking all necessary steps to negotiate and resolve such disputes.

ARTICLE 10. - Inspection and Tests

All materials, equipment and services furnished by the Contractor will be subject to inspection and testing by the Authority in conformance with the procedures specified in the Agreement, or if not specified, in conformity with applicable manufacturer's drawings, specifications or instructions, governmental regulations or other applicable codes and standards, and in conformity with sound engineering practice and industry practice for the particular type and class of work. The Authority shall have the right to halt the performance of any work which is not being performed in accordance with applicable procedures, regulations or standards, as the case may be, and Contractor shall have no claim therefore.

ARTICLE 11. - Rates of Wages and Supplements

- A. The rates of wages and supplements determined by the Commissioner of Labor as prevailing in the locality of the Facilities at which the Services as herein specified will be performed are attached herein.
- B. If pursuant to the Amendment to Section 220 of the Labor Law by Chapter 752 of the laws of 1975 any re-determination of prevailing rates of wages or practices is later made by the Industrial Commissioner of the schedule of wages and supplements, any and all such re-determinations shall be annexed to and made part of this Agreement. Notwithstanding discrepancies or charges in the wage rates or supplements affected by any re-determination there shall be no changes in any price under this Agreement.
- C. Section 220 of the Labor Law provides, among other things, that it shall be the duty of the Commissioner of Labor to make a determination of the schedule of wages to be paid to all laborers, workers and mechanics employed on public work projects including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or

dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

- D. Section 220 of the Labor Law also provides that the supplements to be provided to laborers, workers and mechanics upon public work ".shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed in the schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Commissioner of Labor may require the Contractor to provide additional supplements.
- E. The Contractor shall provide statutory benefits for disability benefits, workers' compensation, unemployment insurance and social security.
- F. The job classifications set forth in the schedule and in any such re-determinations shall in no event be construed as a representation by the Authority that no other classification will be necessary in the course of the performance of the Agreement; or that all such enumerated classifications will be utilized during such performance; or that such classifications are accurate; or that the offer of payment of the stipulated rates will insure an adequate labor supply for the Contractor or any of its subcontractors.
- G. Following the Contractor's acceptance of the Authority's contract award, but prior to the commencement of its activities, the Contractor shall submit to the Authority, for review and approval, the Contractor's proposed format of payroll reporting demonstrating its compliance. The Contractor's payroll records shall indicate, but not be limited to, the following:
 - 1) Each employee's full name, home address, home phone number, badge number, social security number, local union classification, and the applicable payroll reporting period.
 - 2) Hours worked by each employee during the reporting period, and the wage rate paid for straight time and premium time hours worked.
 - 3) Gross amount paid that employee, during the applicable reporting period, only for Services performed under this Agreement.
 - 4) All deductions from each employee's gross amount earned for Federal and State income taxes withheld, F.I.C.A. (social security tax) withheld, mandated deductions for workers' compensation and disability insurance, and all deductions permitted by the employee in accordance with any applicable local union agreement.
 - 5) All amounts contributed by the employer to the various funds administered by the local unions, in accordance with the current local union agreements, for the employees' benefit as a result of the hours worked or amounts earned by each employee.

- 6) All amounts required by Federal or State law to be paid by the employer, such as the employer's contributions for F.I.C.A., Federal and State unemployment insurance, and Workers' Compensation, as a result of the hours worked or amounts earned by each employee.
- 7) All such payroll records shall be preserved for seven years from the date of termination of this Agreement.
- H. The Contractor and all subcontractors shall submit to the Authority, within thirty (30) days after issuance, of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The filing of the payrolls by the Contractor, with the Authority, as required by Labor Law Section 220, is a condition precedent to payment of any sums due and owing the Contractor for the work.

ARTICLE 12. – Notices

- A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
 - (a) via certified or registered United States mail, return receipt requested;
 - (b) by facsimile transmission;
 - (c) by personal delivery;
 - (d) by expedited delivery service; or
 - (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**NEW YORK POWER AUTHORITY
PROCUREMENT DIVISION**

Name: Mr. John Canale
Title: Acting Vice President of Procurement
Address: 123 Main Street
 White Plains, NY 10601
Telephone Number: 914-681-6706
Facsimile Number: 914-681-6783
E-Mail Address: John.Canale@nypa.gov



with a copy to:

NEW YORK POWER AUTHORITY
LAW DEPARTMENT

Name: Mr. Gerald Goldstein
Title: Assistant General Counsel
Address: 123 Main Street
White Plains, NY 10601
Telephone Number: (914) 390-8090
Facsimile Number: (914) 681-6783
E-Mail Address: Gerald.Goldstein@nypa.gov

[Contractor Name] TBD

Name:
Title:
Address:
Telephone Number:
Facsimile Number:
E-Mail Address:

- B. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- C. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

ARTICLE 13. – Safety Requirements and Performance Data

- A. All Contractors supplying personnel, or sub-contracted personnel, to Authority facilities, are responsible for reporting any injuries or illnesses arising at these facilities to the Authority within 24 hours.
- B. Each employer who is subject to the record keeping requirements of the Occupational Safety and Health Act (OSHA) 1970 must maintain a log of all recordable occupational injuries and illnesses. “OSHA Form 300” entitled “Log of Work-Related Injuries and Illnesses,” may be used to log and summarize occupational injuries and illnesses.

- C. On a monthly basis, each Contractor shall submit a copy of their OSHA Form 300 (or if accepted by the Authority a substitute report) to the Authority's facility safety representative or designee, as follows:

WPO -	Vice President of Environment Health and Safety
500 MW -	Environmental & Safety Engineer
IN-CITY -	Environmental & Safety Engineer
POL -	Environment & Safety Engineer
FLYNN -	Maintenance Superintendent

(Note to Contractor: submit OSHA Form 300 only to the respective safety representative at the facility where the contract work is being performed.)

- D. To prevent personal injury or damage to property, all tests, rentals or other equipment of any kind, furnished by the Contractor or vendor must be in good working order and condition; properly tested, grounded, fit or otherwise suitable for its intended purpose or use; and free of defect. Proof of inspection and maintenance is required.
- E. In addition to the above, all Contractors supplying their personnel, or sub-contracted personnel, to Authority facilities, are responsible for reporting on a monthly basis the number(s) of personnel working at the facility, and person-hours worked by each.
- F. In addition, all Contractors supplying their personnel or sub-contracted personnel shall ensure that those personnel have the training and certifications that are required by industry standard, state and federal law and provide documentation of training and certifications when requested.

ARTICLE 14. - General Work Rules

- A. Contractor will provide the Authority with copies of all collective bargaining agreements (if any) with representatives of employees engaged in work under this Agreement
- B. The Authority shall have the right of approval of all supervisors assigned to the site and, if directed by the Authority, Contractor will discontinue the services of such supervisor(s) on Authority work. In addition, the Authority shall have the right to interview all essential management personnel of the Contractor prior to their assignment to work pursuant to this Agreement.
- C. Disciplinary action, including termination from the work of this Agreement, shall be taken by the Contractor with respect to employees for detrimental or improper behavior at the jobsite including, but not limited to, the following:
1. Gambling.
 2. Fighting.

3. Smoking in unauthorized areas, and possession or use of intoxicants or drugs (other than for medicinal purposes).
 4. Refusal to work as directed or in accordance with Work Clearances in operating areas of the Plant.
 5. Theft or willful damage of property of others.
 6. Failure to comply with established working hours.
 7. Infractions of a non-compliance with established Safety Regulations.
 8. Insubordination.
 9. Any employee permitting any other person to use his badge, or using another person's badge.
 10. Littering of site or buildings.
 11. Failure to comply with established security procedures.
 12. Harassment of other personnel.
- D. When requested, Contractor will mark-up Authority supplied drawings to reflect any modifications of plant equipment that may be made under this Agreement.
- E. Contractor will certify to prevailing standards, welders who have not worked in their employ for 3 months.
- F. All Contractor's subcontractors and material suppliers will be subject to prior approval by the Authority. Contractor shall endeavor to procure all outside materials at the lowest possible cost consistent with the quality of work and good purchasing procedure, utilizing competitive bidding where applicable.
- G. The Contractor shall conduct its labor relations in a harmonious manner with the objectives that the Work hereunder proceeds in an orderly and economic manner. It shall keep the Authority informed of controversial or unusual matters which have the potential of causing a disruption of the timely and economic prosecution of the work.
- H. No rules, customs or practices shall be permitted that limit production or increase the time required to do the work, and no limitation shall be placed upon the amount of work which Contractor's personnel shall perform, nor shall there be any restrictions against the use of any lawful kinds of machinery, tools or labor saving devices.
- I. Contractor's personnel shall perform all work in accordance with good safety rules and regulations including compliance with OSHA standards.
- J. The following holidays shall be observed during the performance of Work under this Agreement, unless otherwise mutually agreed by the parties:

Holidays

Lincoln's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day

Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day
New Year's Day

ARTICLE 15. – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provisions there to shall be instituted by the Contractor only in the courts of the State of New York.

ARTICLE 16. – Proprietary Nature of Work

- A. The Contractor's Services under this contract shall be the exclusive property of the Authority. All plans, drawings, and working papers and specifications of the Contractor, and all other data, pertaining to the Services shall be the property of the Authority and shall be turned over to the Authority upon completion of the Services by the Contractor, or upon termination of this Agreement.
- B. All data, reports or other written records of the Services, and all information pertaining to the Services, shall be considered proprietary to the Authority by the Contractor and held in confidence. The Contractor shall not publish or otherwise disclose to others such data, reports, written records or information without the prior written consent of the Authority.

ARTICLE 17. – Confidentiality

- A. As used in this Agreement, "Confidential Information" shall mean (i) any and all information (whether written, digital or in any other form) contained in or relating to the Services, (ii) oral disclosures of information or data relating to the Services, or (iii) information or data obtained as a result of visual access to such information during site visits to Authority premises.

The Contractor shall only use the Confidential Information for the purpose of providing the Services or receiving the Services pursuant to the Agreement.

- B. In order to preserve the confidentiality of the Confidential Information, the Contractor shall:

- i) protect and preserve the confidential and proprietary nature of all Confidential Information and use the same care and discretion to avoid disclosure of Confidential Information as the Contractor uses with respect to its own confidential information;
 - ii) hold the Confidential Information in the strictest confidence and not disclose any Confidential Information to any persons other than the Contractor's employees or representatives of the Contractor who need to know the Confidential Information for the purposes described in the Agreement;
 - iii) not use or make any records or copies of, or permit anyone else to use or make any copies of, the Confidential Information, except as may be required for the purposes of the Agreement;
 - iv) notify the Authority immediately of any loss or misplacement of Confidential Information, in whatever form;
 - v) comply with reasonable security procedures as may be requested by the other from time to time for protection of the Confidential Information, including without limitation, procedures concerning the transportation, storage and use of Confidential Information and computer and/or data processing media containing any Confidential Information.
- C. In the event the Contractor is required by subpoena, court order or other similar process to disclose Confidential Information, it shall (unless prohibited from doing so by law or by court order) provide the Authority with immediate written notice and documentation thereof, so that the Authority may seek a protective order or other appropriate remedy.
- D. In no event, however, shall the Contractor disclose Confidential Information at any time which is deemed confidential by operation of law, rule, regulation or other governmental order.
- E. For the avoidance of doubt, Confidential Information shall remain at all times the exclusive property of the Authority.
- F. The Contractor shall not make any public announcements relating to this Agreement without the prior written approval of the Authority, except for (i) and announcement intended solely for internal distribution within the Contractor's entity, or (ii) any disclosure required by law, regulation, or government agency request.
- G. The obligations of the Contractor under this Article shall remain in effect as long as the Contractor is in possession of Confidential Information and this Article shall survive termination or expiry of this Agreement.

ARTICLE 18. – Publicity

No marketing, publicity, promotion or advertising regarding this Agreement will be issued by the Consultant without the Authority's prior written approval, and, if applicable, also with the prior written approval from the Authority's customer where the Service will be or is being performed, which approval will not be unreasonably withheld. Any responses to news media inquiries developed by the Consultant, related to the Agreement, must be coordinated with the Authority for review and approval. Letters, speeches, news and/or press releases, articles for publication, etc. related to the Agreement, will be coordinated with the Authority for review and approval prior to release. Any and all communications, whether verbal or written, must be submitted to the Authority's Corporate Communication Business Unit for prior review and approval.

Consultant agrees to abide by these terms regarding public announcements for a period of two (2) years following the expiration of this Agreement.

ARTICLE 19. – Entire Agreement

The terms and conditions of this Agreement are contained in this Article 19, the foregoing Articles 1 through 18, and the following attached documents:

- A. RFQ No. 6000155906/Inquiry No. Q15-5809JT
- B. Compensation Schedule
- C. Schedule of Services
- D. Appendices A, B, C, D, E, G, H, J, N and O
- E. Safety Performance Questionnaire
- F. Certificate of Insurance including copy of WC 105.2 Form

which collectively shall constitute the entire agreement between the parties with respect to the subject matter thereof. All other letters, agreements or communications whatsoever between the parties, whether oral or written, with respect to the subject matter are superseded by this Agreement and shall not be binding upon either party. This Agreement may not be changed orally. Any purported change, or waiver of any provision, which is not in writing and has not been signed by the parties shall be entirely void.

COMPENSATION SCHEDULE

I. STAFF PERSONNEL

- A. For the Services of its Field Personnel (as required), the Authority will pay the Contractor as full compensation the all-inclusive hourly billing rate as set forth below. This rate will remain firm for one (1) year after the effective Award date. Bidder must provide escalation rates for years two, three, four and five.

Daily rate for inspection/testing of fire alarm & protection system _____

Pricing should be based on an 8 hour workday at the sight and shall be inclusive of labor, equipment, travel to and from the sight.

Daily rate for maintenance, repairs & service of fire systems _____

Pricing should be based on an 8 hour workday at the sight and shall be inclusive of labor, equipment, travel to and from the sight.

Overtime rate for hours worked in excess of 8 hours _____

Per Technician utilized

Additional charges for weekend or holiday work _____

Per Technician Utilized

B. Straight time /S.T. rates may be charged for the following:

- (1) Hours worked during the normal work-week, hereby defined as hours worked Monday through Friday, eight (8) hours per day. (Regardless of Shift).
- (2) Holidays which are legally observed during the normal work-week. Payment for such Holidays shall be limited to a maximum of eight (8) hours.

*** See Paragraph D

No Field Staff Personnel shall be assigned to the Services hereunder without the prior written approval of the Authority.

- (3) Stand-by time, as mutually agreed upon, hereby defined to be hours which Contractor's Staff Personnel are ready, able, and willing to perform assigned work at the Plant which cannot be performed by reason of Plant system unavailability or acts of the Authority.

- C. Overtime rates/O.T. may be charged for overtime worked during the week in excess of eight (8) hours per day and for all time worked on Saturday, Sundays and Holidays (Regardless of Shift), provided the Authority and/or Contractor has authorized such overtime.
- D. The rates for the Staff proposed shall be the total and exclusive compensation, to be paid including all salary, expenses, per diem, payroll taxes, insurance, fringe benefits, overhead and profit, and any other assessment or cost of any kind.
- E. For services performed after the first year of award, Field Staff rates shall be subject to upward or downward adjustment of each subsequent year for a maximum of 3% of each individual hourly rate.
- F. Holidays shall be those stated in the Agreement Article 14.
- G. Hourly rates (applicable to Straight Time only) shall include Contractors charges for craft tools and equipment required by each trade. Tools or equipment with a value greater than \$250.00 will be considered rentals.

II. OTHER MATERIALS

- A. For materials Contractor is requested by the Authority to purchase or otherwise obtain for the work, Contractor shall be reimbursed the actual and reasonable cost it actually pays for such plus an amount equal to ____*. All materials purchased by the Contractor for the Authority shall become the property of the Authority.
- B. There shall be deducted from the sums to be reimbursed pursuant to subparagraph A of this paragraph III, all applicable discounts including discounted terms of payment offered by supplier of materials or services regardless of whether Contractor avails itself or such discount, rebates, commissions and return of security to which Contractor is entitled.
- C. For subcontracted services, which the Authority authorizes the Contractor to provide, the Contractor shall be reimbursed the actual and reasonable cost plus ____*.

*** To be advised by Bidder/Proposer.**

III. EQUIPMENT

- A.** For the use of equipment rented and supplied by Contractor for work pursuant to this contract, as may be requested by the Authority, Contractor shall be paid 70% of the Rental Rate Blue Book for Construction Equipment subject to the applicable terms and conditions governing such rentals therein, without any additional mark-up. Pricing shall be inclusive of all operating, maintenance and fueling expenses.
- B.** For the use of Contractor owned equipment, Contractor shall be paid the rates set forth in the Equipment Schedule (ERC-2), submitted by the Contractor, without any additional markup. Form ERC-1, Equipment Rental Conditions, contains the terms and conditions which shall govern all rentals pursuant to the paragraph. Contractor's Equipment shall be well maintained and meet NYC requirements for use on this project. NYPA maintains the right to reject any Contractor's equipment that does not meet codes and standards.

IV. SUBCONTRACTOR SERVICES

For Subcontracted services required by the Authority to obtain for the work, Contractor shall be reimbursed the actual and reasonable cost it actually pays for such services plus an amount equal to ____*____.

V. COMPENSATION LIMITATION

- A.** Contractor is not authorized to proceed with and shall not be paid for any services after an accumulation of the total compensation to be paid for the services performed equals the Compensation Limitation, without the specific written direction of the Authority. The Authority shall be informed in writing when 80% of the Compensation for services authorized under the Agreement have been earned so that timely advance notice is given to allow consideration of whether the Contractor shall be authorized to perform any further services for Compensation in excess of such amount.
- B.** The total Compensation Limitation shall not exceed ____**____. Any costs incurred beyond this amount without written consent of the Authority will be to Contractor's account.

*** To be advised by Bidder/Proposer.**

**** To be determined.**

VI. INVOICING INSTRUCTIONS

- A. Email is now the preferred method for invoice submittal. All invoices can be sent via email as a PDF attachment to APIInvoices@nypa.gov. The email "subject" and file name must contain the vendor name and PO number (e.g.: ABC Construction, 4500123456).
- B. Invoices for compensation shall be submitted by the Contractor weekly for Services/Work actually performed that have been authorized in writing by the Authority by Agreement and/or Change Order.
- C. Invoices shall be payable by the Authority in accordance with the provisions of its Prompt Payment Policy (Appendix "B" attached hereto). Invoices shall be subject to post-audit by the Authority and adjustment. Such adjustment shall be applied against the invoices next received after the amount of the adjustment has been determined. Where time charges are a basis for compensation, no payment will be made by the Authority for time charges which the Contractor cannot support by applicable time card information and/or other records relating to the actual time Contractor's personnel were engaged in providing the Services.
- D. Invoices will list each individual's time charges (if such time charges are the basis of compensation) together with details of any authorized reimbursable expenses for which compensation is sought. Time charges shall state the amount of time charged on each date(s) the Services were rendered and a description of the nature of the Services.
- E. Payment for invoices submitted shall be rendered electronically unless payment by paper check is expressly authorized by the Authority upon documentation by the Contractor that acceptance of electronic payment from the Authority is not possible.
- F. In order to be paid electronically, the Contractor is requested to provide on company letterhead, a responsible parties contact information, signed by a financial official within ten (10) days of execution of this Contract, **Automated Clearing House (ACH)** Bank Instructions, which must include the following:

- Bank Name: _____ *
- Bank ABA No.: _____ *
- Bank Account No.: _____ *



G. In order to provide payment information, the following Accounts Receivable information is also requested:

- Contact person's name: _____ *
- Phone number: _____ *
- E-mail: _____ *
- Fax number: _____ *

H. Send the written requested information directly to the attention of:

NYPA Procurement Rep.: Jennifer Travis

Email: Jennifer.Travis@nypa.gov

Fax: (914) 681-6783 _____

Note: It is very important to provide NYPA the **ACH Bank Instructions, not Wire Transfer Bank Instructions**).

I. **Refer to IV.A. above.** Invoices shall be submitted in duplicate to the Authority's "Designated Payment Office" at the following address:

New York Power Authority
P.O. Box 437
White Plains, NY 10602-0437
Attn: Accounts Payable

All invoices shall reference Agreement No. _____ **

J. One that is accompanied with a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

K. A "Proper Invoice" under this Contract shall include all of the above required information, and the following:

- The Purchase Order (PO) number. PO numbers start with "4500" and are followed by six additional digits (i.e., 4500123456).
- Each invoice line item that corresponds to the specific PO line item number in the Contract Document.
- Written in English, clear, legible and in U.S. currency.
- Any and all required additional supporting documentation.
- One that has been submitted to the Engineer and/or Construction Manager for verification and sign off prior to submittal to the "Designated Payment Office" for payment.

- L. The Authority shall have no liability to the Contractor under Section 2880 of the Public Authorities Law in the event the Contractor shall fail to provide a Proper Invoice to the Authority's Designated Payment Office.

* To be completed by Successful Bidder/Proposer.

** To be determined.

VII. TRAVEL REIMBURSEMENT REQUIREMENTS

Subject to NYPA's prior approval, when Consultant is traveling on NYPA business on a cost reimbursable contract, NYPA will reimburse the Consultant for the actual and reasonable costs of necessary travel and lodging.

The Consultant is required to utilize NYPA's Travel Desk in order to be reimbursed for business travel expenses. The Consultant shall contact the NYPA's Travel Desk at Travel.Desk@nypa.gov or at 914-287-3191 to arrange for travel. When arranging for travel, the Consultant will be requested to provide the traveler's profile which includes company name, passenger name and contact information along with the contract number and the name and approval of the NYPA's contact person. This Profile is available to be downloaded on the nypa.gov website at:

<http://www.nypa.gov/doingbusiness/procurement/contractorprofile/default.htm> .

The NYPA Travel Itinerary issued to the Consultant upon acknowledgment of travel arrangements, **must** be included with each invoice for travel expenses in order for the Consultant to be reimbursed.

NYPA's Travel Desk will arrange air, hotel and ground transportation services such as car rental services. For cost reimbursable contracts issued by the Authority's WPO office, in the event NYPA's Travel Desk is not used, the Consultant shall bear any additional costs above government rate as referenced on the GSA web site: <http://www.gsa.gov/portal/category/21287>.

The Consultant shall promptly advise NYPA's Travel Desk of any cancellations or changes in travel arrangements. Consultant will not be reimbursed for any avoidable cancellation/change charges, such as penalties on airfares and "no-show" charges for hotels and cars.

Air and train travel will be reimbursed based upon normal coach fare by the most direct route to and from the destination. Ground transportation such as rental cars will be reimbursed based upon an intermediate sized vehicle or smaller. Any rental car upgrade will not be reimbursed and will be deducted from the Consultant's travel expense invoice. Travel by private automobile will be reimbursed at then current rate established by the IRS for mileage reimbursement plus tolls and reasonable parking fees.

MEAL ALLOWANCES:

\$55/day for Upstate New York (Albany, BG, CEC, Niagara, and STL)

\$70/day for downstate New York (White Plains and southeastern New York State).

No meal receipts are required to be submitted within the above thresholds.

VIII. NO OTHER PAYMENT

Contractor shall be paid no sums, nor reimbursed any expenses, whether for costs, overhead or profit, except as expressly set forth in the preceding paragraphs of this Compensation Schedule, and the amounts herein set forth shall be Contractor's sole and exclusive compensation for performing the contract Services.

EQUIPMENT RENTAL CONDITIONS

1. Rental rates shall be based on an 8-hour day, 40-hour week, or 176-hour month. The actual equipment will be made available on a 24 hrs/day/ 7 days per week basis to support start-up activities. The Authority retains the option to select the most economical rental rate after actual equipment use. Rental rates will only be billed for the 8 hour day, 40-hour week, or 176-hour month Rates. Rates to be submitted are to be all inclusive of transportation, maintenance, etc. The only additional charges allowed are identified below.
2. The rental period shall start when equipment is delivered to the Plant in usable condition and shall continue until shipped away from the Plant unless it is kept on the jobsite, with the Authority's prior approval, by Contractor after notification by the Authority that the equipment is no longer needed.
3. Additional Charges. In addition to the rates set forth in paragraph (1) above, the Authority shall pay the actual and reasonable cost of the following:
 - A. Unloading and assembly upon delivery.
 - B. Disassembly and loading for shipment.
 - C. Operating personnel wages and fringe benefits in accordance with applicable collective bargaining agreements.



SENY Region Power Plants
31 – 03 20th Avenue
Astoria, New York 11105

New York Power Authority
Southeastern New York (SENY) Region
Services Contract Specification
For
Fire Alarm and Protection System Inspection and Maintenance
Calendar Year 2015 thru 2019

Specification Written
June 2014

Prepared By
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New York Power Authority SENY
Fire Alarm and Protection System Inspection and Maintenance
Bid Specification

I. General

The New York Power Authority's (Hereafter referred to as the 'Authority') Southeastern New York (SENY) Region consists of nine (9) power plants in the following locations:

Two Combined Cycle Power Plants

- 500 MW Combined Cycle Power Project located in Astoria, NY
- Richard M. Flynn Combined Cycle Plant located in Holtsville, NY

Seven (7) Small Clean Power Plants (SCPP) simple-cycle plants

- Brentwood Gas Turbine Facility located in Brentwood, NY
- Hell Gate Power Plant located in the Bronx, NY
- Harlem River Yards Power Plant located in the Bronx, NY
- Vernon Power Plant located in Queens, NY
- Kent Power Plant located in Brooklyn, NY
- Gowanus Power Plant located in Brooklyn, NY
- Pouch Power Plant located in Staten Island, NY

The Authority is now soliciting pricing by qualified contractors to provide such services for a five (5) year period beginning on or about August 1, 2015. Bids will be evaluated based on the submitted pricing for inspections and maintenance as well as the demonstrated capabilities of the contractor.

The Authority is soliciting bids only from Contractors that are experienced and qualified in conducting fire protection and alarm system inspections in accordance with New York City and State Fire Regulations. Contractor shall provide a list of similar work that has been successfully completed and at least two 3rd Party Contacts as references, who can be contacted by The Authority regarding past work and performance.

The contractor shall provide daily pricing for services based on an 8 hour work day on site at the Authority's SENY Facilities. In addition overtime rates for hours worked in excess of 8 hours in any given day shall also be submitted as part of this bid response. Contractors responding to this specification shall verify in writing that they are capable and able to respond within 24 hours if contacted by the Authority for emergency type work during the period of the contract.

II. Services by Seller

Services furnished by the seller shall include but are not limited to:

- The alarm system shall be inspected on a semi-annual basis (two [2] times a year) and include inspection/testing of the following:
 - Fire Alarm Control Panels
 - Initiating Devices – manual pull stations, waterflow switches, tamper switches, low/high air pressure switches, smoke detectors, heat detectors, supervisory devices & Elevator Recalls and Shunt Trip.
 - Indicating Devices – Horns, Strobes, Bells
 - System Outputs – Fan shutdowns, solenoid release valves, elevator recalls & shut trips, graphic annunciator
 - Purge System – smoke control
- Semi-annual inspection/testing of the wet pipe fire sprinkler system to include:
 - Visual inspection of valves, placards, gauges and fire dept. connections from floor level only
 - Verification of operations of audible alarms, water flow alarms and remote monitoring
 - Perform main drain flow test and record pressures
 - Verify operation of valve supervisory switches to building Fire Alarm
 - Affix inspection tags, date and initial
- Annual inspection/testing of the wet pipe fire sprinkler system to include:
 - Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only
 - Operate all known control valves, and seal valves in proper position
 - Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only
 - Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet
- Semi-annual inspection/testing of the dry pipe fire sprinkler system to include:
 - Visual inspection of valves, hydraulic placards, gauges and fire dept. connections from floor level only
 - Verification of operations of audible alarms, water flow alarms and remote monitoring
 - Verify operation of low/high air alarm to building Fire Alarm Panel and

- remote monitoring facility (If equipped with low air test valve)
- Test quick opening device (if equipped).
- Perform main drain flow test and record static and residual pressures
- Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped)
- Check system and air maintenance device air pressures (if equipped)
- Drain and blow out all known low point drains
- Affix inspection tags, date, and initials
- Annual inspection/testing of the dry pipe fire sprinkler system to include:
 - Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, and hangers from floor level only
 - Operate all known control valves, and seal valves in proper position
 - Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only
 - Verify appropriate quantities and types of sprinkler heads and wrenches in cabinet
 - Test air compressor (if equipped) for proper operation, condition and automatic sequencing. Check position and condition of air supply valves, inspect air supply line and check valve for proper operation (if equipped)
 - Perform trip test of the dry pipe valve; check the interior condition of the valve, clapper, latching devices, and facings, only when face plate is removed for resetting
- Triennial inspection/testing of the dry pipe fire sprinkler system to include:
 - Perform full flow trip test, record observations and results
- Semi-Annual inspection/testing of standpipe and hose system to include:
 - Verify operation of water flow alarm on automatic standpipe systems to Building Fire Alarm Panel and remote monitoring facility (if equipped)
 - Verify operation of valve supervisory switches on automatic standpipe systems to building Fire Alarm Panel and remote monitoring facility (if equipped)
 - Affix inspection tags, date, and initial
- Annual inspection/testing of standpipe and hose system to include:
 - Attempt to visually inspect all known portions of system for exterior condition of standpipe system for leaking pipes, loose hangers, gauges, and hose connections from floor level only

- Attempt to visually inspect condition of all known valves, hydraulic placard, gauges, fire department connection from floor level only
- Attempt to visually inspect fire hose for cuts, deterioration, mildew, and ensure that they have been properly rolled and racked (if equipped)
- Operate all known control valves, lubricate stems (if necessary), and seal valves in proper position
- Perform main drain flow test and record static and residual pressures on automatic standpipe systems
- Semi-Annual inspection/testing of pre-action and deluge fire sprinkler system in coordination with FDNY observation when required to include:
 - Verify operation of water flow alarm to building Fire Alarm Panel and remote monitoring facility (if equipped).
 - Verify operation of low/high air alarm equipped with test valve to building Fire Alarm Panel and remote monitoring facility (if equipped)
 - Test quick opening device (if equipped)
 - Verify operation of valve supervisory switches to building Fire Alarm Panel and remote monitoring facility (if equipped).
 - Check priming water level and adjust if necessary.
 - Check system and air maintenance device air pressures (if equipped).
 - Test air compressor (if equipped) for proper operation, condition and automatic sequencing. Check oil level and belt condition. Drain condensation from the air reservoir, check position and condition of air supply valves, inspect air supply line and check valve for proper operation
 - Drain and blow out all known low point drains
 - Affix inspection tags, date, and initial
- Annual inspection/testing of pre-action and deluge fire sprinkler system in coordination with FDNY observation when required to include:
 - Attempt to visually inspect all known portions of system for exterior condition of sprinklers, piping, hangers, valves, gauges, fire department connection from floor level only
 - Operate all known control valves, lubricate stems (if necessary), and seal valves in proper position
 - Attempt to visually verify proper sprinkler orientation, temperature rating, and obvious obstruction from floor level only
 - Perform main drain flow test and record static and residual pressures

- Perform full flow trip test (where possible) by manual pull only, check the interior condition of the valve, clapper, latching devices, and facings at the time the face plate is off for the valve to be reset
- Annual Inspection/Testing of Electric Fire Pump to include:
 - Visually inspect condition of pump assembly, piping, hangers, valves, gauges, fire department connection, and test header from floor level only
 - Operate all known control valves, and seal in proper position
 - Normal lubrication of bearings and gear drives
 - Adjust packing glands (if necessary)
 - Verify fire and pressure maintenance (jockey) pump start/stop pressures
 - Start electric driver by automatic and manual means
 - Perform full flow discharge test, (triennial) if equipped with flow meter assembly
- Annual Inspection/Testing of Diesel Fire Pump to include:
 - Visually inspect condition of pump assembly, piping, hangers, valves, gauges, fire department connection, and test header from floor level only
 - Operate all known control valves, and seal in proper position
 - Check battery condition and electrolyte level
 - Verify engine fuel tank level
 - Normal lubrication of bearings and gear drives
 - Adjust packing glands (if necessary)
 - Verify fire and pressure maintenance (jockey) pump start/stop pressures.
 - Start diesel driver by automatic and manual means
 - Perform full flow discharge test, (triennial) if equipped with flow meter assembly
- Furnish completed inspection/test forms for all of the inspections detailed above
- Provide maintenance, service and upkeep of the systems to include:
 - Availability 24/7 for repairs and service calls
 - Ability to maintain fire alarm panels and protection systems
 - Having required parts in stock or quick turnaround if need to order
 - Ability to maintain and upgrade all Leap Panels
 - Ability to add new Leap Panels if required

III. Deviations

- Seller shall direct all requests to deviate from this specification in writing to The Authority buyer, who shall forward the request to Authority subject matter experts for consideration. It is recognized that the Seller may find it necessary to take some exceptions because of unique characteristics of his equipment and operation. Such exceptions must be clearly defined in the Seller's proposal. It shall be the responsibility of the seller to fully meet the intent and requirement of the specification within the quoted pricing.

IV. Codes & Standards

- Codes and standards of the following organizations and agencies are part of this specification, as referenced:
 - a. NFPA 25 Inspection, Testing and Maintenance of Water-based Fire Protection Systems.
 - b. NFPA 72, Fire Alarm Systems
 - c. NFPA 17, Dry/Wet Chemical
 - d. Occupational Safety and Health Administration

V. Services Supplied By the New York Power Authority

- Ladders, lifts and scaffolds where required to be provided by NYPA.
- Safe non-restricted work place.
- Elevator company representative to be present to assist with the testing of the elevator recalls and shunt trips.
- The Authority shall designate an individual as the contractor's site contact with authority to certify completion of the work and sign timesheets. This individual shall be available at all times Contractor is on site during the project.

VII. Contractor Performance and Requirements

- Contractor must have extensive experience in power generation facilities including natural gas compressor building with trips and interlocks.
- Contractor must be able to be badged via cardco system
- Contractor must have detailed experience on notifier / simplex system / communication system
- Contractor must be familiar with siemens / model MXL and with fire system / hvac interlocks
- Contractor must be familiar with fire system HVAC interlocks
- Contractor must assist NYPA with FDNY inspections and correcting violations
- Contractor must be familiar with NYS Fire Code

- Contractor shall comply with all OSHA General Industry safety and health standards as well as NYPA on sight safety requirements.
- Contractor shall utilize only individuals qualified and experienced in the inspection, testing, and maintenance of fire alarm systems. Examples of qualified personnel shall be permitted to include, but shall not be limited to, individuals who are:
 - Factory trained and certified.
 - National Institute for Certification in Engineering Technologies fire alarm certified.
 - International Municipal Signal Association fire alarm certified.
 - Certified by a state or local authority.
 - Trained and qualified personnel employed by an organization listed by a national testing laboratory for the servicing of fire alarm systems.
 - All individuals who inspect, test and service fire alarm systems in New York City must be certified by the FDNY - Certificate of Fitness (C of F) for Fire Alarm Systems Inspection, Testing and Service Technician (S-97)
 - OSHA 10 hour General Industry certified

IX. Documentation Requirements

Documentation requirements by the Contractor when performing work on sight include but are not limited to:

1. The required fire alarm and protection system report shall be completed and a copy left at the facility. Any issues that are documented on the report shall be reviewed and a revisit shall be scheduled to fix/repair those items.
2. Log books for fire protection systems shall be supplied and filled out after each inspection by Contractor (as required by F.D.N.Y.)
3. Daily Timesheets for Technicians must be signed daily by a NYPA representative and must be submitted with any invoice.

APPENDIX "A"

I. LIEN LAW

The attention of the Contractor* is specifically called to the provisions of Section 25 and Article 3A of the lien law of the State of New York, as amended, wherein funds received by a contractor for a public improvement are declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Authority a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any subcontractor refuses to furnish a release or receipt; in full, furnish a bond satisfactory to the Authority, to indemnify it against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Authority all monies that the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fee.

II. WORKER'S COMPENSATION LAW

A. The Contractor specifically agrees, as required by the New York Finance Law, Section 142 that:

- (1) He will secure Workers' Compensation for the benefit of, and keep insured during the Contract period, such employees as are required to be insured by the provisions of Chapter 41 of the Laws of 1914, as amended, known as the Workers' Compensation Law.
- (2) The Contract shall be void and of no effect unless the Contractor complies with this section.

III. PAYMENT OF TAXES

- A. Except as provided in the following paragraphs of this section, the Contractor shall pay all applicable New York and local sales and compensating use taxes on sales to, or use by, the Contractor of tangible personal property and services employed by the Contractor in the performance of the Contract. The contractor shall include all costs in connection therewith in the applicable lump sums, unit process or other payment terms bid in the schedule. The Authority will not reimburse the Contractor for such taxes paid except taxes for which exemption is not provided by law which are part of actual expenses paid by the Contractor which the Contract expressly provided reimbursement for.
- B. Under the provisions of the New York State Sales and Compensating Use Tax Act, the Authority is an organization exempt from the payment of such state and municipal taxes on sales to the Authority of tangible property or services. The Authority is not required to furnish exemption certificates, and the Authority's contract may be accepted in lieu of an exemption certificate with the Contractor's copy as proof that the sales are exempt.
- C. Pursuant to New York State Law Sections 1115(a); 1116(a) and 1210(a), receipts from tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of the Authority or adding to, altering or improving real property, property or land of the Authority, as the terms real property, property or land are defined in the Real Property Tax Law, are exempt from the tax on retail sales imposed under Section 1105 of the Tax Law and the compensating use tax imposed under Section 1110 of the Tax Law and corresponding City and Country sales and use taxes; provided, however, such tangible personal property is to become an integral component of such structure, building or real property.
- D. Pursuant to Paragraph 12 of subdivision (a) of Section 1115 of the New York State Tax Law and Section 1210(a)(1) as it applies to cities of less than one million, receipts from machinery or equipment for the use or consumption, directly and predominantly in the production of tangible personal property, electricity or steam for sale by manufacturing, processing, generating or assembling (but not including parts with a useful life of one year or less or tools or supplies used in connection with such machinery, equipment or apparatus) are exempt from the tax on retail sales imposed under Section 1105 of the Tax Law, and the Compensating Use Tax imposed under Section 110 of the Tax Law, and imposed by any county (except one wholly a city) or city of less than one million.
- E. If Contractor is billed for any New York State or local sales or compensating use tax with respect to such machinery or equipment or with respect to such tangible personal property for use in erecting such structure or building and which is to become an integral component part of such structure, building or real property, he shall pay such tax under protest, preserving his right to a refund, and shall notify the Authority of any such payment within 15 days of making it. The Authority will assist the Contractor in obtaining a refund of any such tax. If any such tax is finally determined to be payable by the highest authority from which the Authority elects to seek a determination as to the legal necessity of such payment, the Authority will reimburse Contractor for the amount paid, including any penalty or interest.

If requested by Contractor, the Authority will reimburse the Contractor prior to such final determination for any such tax paid under protest upon assignment by Contractor to Authority of all Contractor's rights.

- F. The Contractor will not be paid as to any item of tax on the sale or use of tangible personal property which became an integral component part of such structure, building or real property unless he furnishes evidence that any such tax paid thereon under protest.

IV. STATE FINANCE LAW LOBBYING PROVISIONS

For purposes of this Section, "Contacts" shall mean any oral, written or electronic communication with the Authority under circumstances where a reasonable person would infer that the communication was intended to influence the procurement.

Pursuant to State Finance Law §§139-j and 139-k, restrictions are imposed on certain communications between the Authority and a Bidder/Contractor during the procurement process. A bidder/contractor is restricted from making Contacts from the earliest invitation for a bid or request for proposal through the final award and approval of the procurement contract by the Authority ("Restricted Period") to Authority employees, other than those designated for such purpose in the initial solicitation, unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Authority employees are also required to obtain certain information when Contacted during the Restricted Period. The Authority shall make a determination of the responsibility of the bidder/contractor in compliance with these two statutes. Certain findings of non-responsibility can result in a rejection for contract award and in the event of two findings within a four year period, the bidder/contractor is debarred from obtaining governmental procurement contracts. Further information about these

* As used throughout this Appendix, the term "Contractor" shall mean the party performing the work hereunder for the Authority.

requirements can be found in Appendix J.

V. OTHER APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with all applicable laws, rules and regulations of such governments and governmental agencies as have jurisdiction with respect to its business and the work to be performed under this Contract. Violation of such rules and regulations, or conditions or practices prescribed thereby, occurring in the performance of the work hereunder by the Contractor shall not relieve the Contractor of any of his obligations set forth herein, and any penalties or expense resulting shall be the responsibility of the Contractor and not of the Authority.

VI. LABOR PROVISIONS

A. The execution of the Contract by the Contractor binds him to the following specific requirements. The Contractor specifically agrees that:

- (1) No laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the work included in this Contract shall be permitted or required to work more than 8 hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- (2) The wages to be paid to, and the supplements (fringe benefits) to be provided for, the laborers, workers and mechanics so employed in the performance of the Contract shall be not less than the prevailing hourly rate wages and supplements listed in the prevailing rate schedules, if any, annexed to the specifications for the work, and any re-determinations, (updating) of such schedules by the Commissioner of Labor after the Contract is let. Such re-determination shall be deemed part of the contract to be effective as prescribed in the re-determination. The failure to have the initial prevailing rate schedules annexed to the specifications shall not relieve the Contractor, subcontractor or other person from doing or contracting to do the work from the requirements with respect to paying and providing the prevailing wages and supplements.
- (3) In situations in which there are not sufficient laborers, workers and mechanics who may be employed to carry on expeditiously the work contemplated by the Contract and the immediate commencement or prosecution or completion without undue delay of the work is necessary for the preservation of the contract site and for the protection of the life and limb of the persons using same, such laborers, workers and mechanics shall be permitted or required to work more than 8 hours in any one calendar day; provided however, that upon application of the Contractor, the Authority shall have first certified to the Commissioner of Labor of the State of New York that such public work is of an important nature and that any delay in carrying it to completion would result in serious disadvantage to the public; and provided further that such Commissioner of Labor shall have determined that such an emergency does in fact exist, as provided in Subdivision 2 of Section 220 of the Labor Law.
- (4) Failure of the Authority to make certification to the Commissioner of Labor shall not entitle the Contractor to any damages whatsoever.
- (5) The Contractor and all subcontractors shall submit to the Authority, within thirty (30) days after issuance, of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The filing of the payrolls by the Contractor, with the Authority, as required by Labor Law Section 220, is a condition precedent to payment of any sums due and owing the Contractor for the work. The Contractor and each subcontractor shall furnish to the Authority on demand any other information required by the Authority to satisfy it that the provisions of the Labor Laws as to the hours of employment and rates of wages are being performed.
- (6) The Labor Law provides that the Contract shall be forfeited and no sum paid for any work done thereunder on a second conviction for willfully paying less than the stipulated wage scales as provided in Labor Law, Section 220, Subdivision 3 as amended.

B. The Contractor specifically agrees as required by the provisions of the Labor Law, Section 220-e as amended, that:

- (1) In hiring of employees for the performance of the work under this contract or any subcontract hereunder, neither he nor any of his subcontractors, nor any person acting on his or their behalf shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
- (2) Neither her nor any of his subcontractors, nor any person acting on his or their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of the work under the Contract or a subcontract on account of race, creed, color, disability, sex or national origin.
- (3) There may be deducted from the amount payable to the Contractor by the Authority under the Contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and the Contract may be cancelled or terminated by the Authority, and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (4) The provisions of Section 220-e covering manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

VII. NO COLLUSION OR FRAUD

Contractor hereby agrees that the only person interested as principal or principals in the proposal submitted by Contractor for this agreement are named therein, and that no person other than those mentioned therein, has any interest in the above-mentioned proposal or in the securing of the award and that this Contract has been secured without any connection with any person or persons other than those named and that the proposal is in all respects fair and was prepared and the Contract was secured without collusion or fraud and that neither any officer nor employee of the Authority has or shall have a financial interest in the performance of the Contract of in the supplies, work or business to which it relates or in any portion of the profits thereof.

ACCEPTED AND AGREED TO:

NAME OF CONTRACTOR

NAME OF OFFICER-SIGNED

Title _____

NAME OF OFFICER/PRINTED/TYPED

Date _____

* As used throughout this Appendix, the term "Contractor" shall mean the party performing the work hereunder for the Authority.

APPENDIX "B"

A. GENERAL

1. This statement is intended to establish rules and regulations as required under Section 2880 of the Public Authorities Law describing the policy of the Power Authority of the State of New York (the "Authority") to promptly pay all proper invoices submitted by any Contractor. Subject to the conditions and exceptions set forth in Section 2880 and herein, in the event any proper invoice is not paid promptly, the Authority shall be liable for the payment of interest on late payments. This policy shall apply to all Contracts entered into on or after April 30, 1988.

B. DEFINITIONS

1. "CONTRACT" means an enforceable agreement entered into between the Authority and a Contractor.
2. "CONTRACTOR" means any person, partnership, private corporation or association: a) selling materials, equipment or supplies or leasing property or equipment to the Authority; b) constructing, reconstructing or repairing buildings, highways or other improvements for or on behalf of the Authority; or c) rendering or providing services to the Authority pursuant to a Contract.
3. "DESIGNATED PAYMENT OFFICE" means the office designated by the Authority to which a proper invoice is to be submitted by a Contractor.
4. "PROPER INVOICE" means a written request for a Contract Payment that is submitted by a Contractor to the Authority's designated payment office setting forth the description, price and quantity of goods, property or services delivered or rendered in accordance with the terms of the Contract, in such form and supported by such other substantiating documentation as the Authority may reasonably require.
5. "RECEIPT OF AN INVOICE" and "INVOICE RECEIVED DATE" mean (a) the date on which proper invoice is actually received in the designated payment office, or (b) the date on which the Authority receives the purchased goods, property or services covered by the proper invoice, whichever is later. With regard to final payments on construction contracts, (b) shall mean the date on which all the Contract Work has been accepted as completed by the Authority in accordance with the Contract terms.
6. "SET-OFF" means the reduction by the Authority of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to the Authority.

C. RESPONSIBILITY FOR PROMPT PAYMENT

1. The Authority's Controller shall have the responsibility for the implementation of the Prompt Payment Policy and the prompt payment of all proper invoices under the general guidance and supervision of the Executive Vice President & Chief Financial Officer.

D. PROMPT PAYMENT PROCEDURE

1. A Contractor shall request payment under a Contract by submitting a proper invoice to the Authority at its designated payment office at the time and in the manner specified in the Contract.
2. The Authority shall have fifteen (15) calendar days after receipt of an invoice at its designated payment office to notify the Contractor of certain facts and conditions, including but not limited to those listed below, which, in the opinion of the Authority's Controller, justify extension of the statutory payment period.
 - a) there is a defect in the delivered goods, property or services;
 - b) there is a defect in the invoice;
 - c) there are suspected defects or improprieties of any kind the existence of which prevent the commencement of the statutory payment period;
 - d) prior to payment, a statutory or contractual provision requires an inspection period or an audit to determine the resources applied or used by the Contractor in fulfilling the contract terms;
 - e) a proper invoice must be examined by the federal government prior to payment;
 - f) the Authority is prevented from making payment by reason of the filing of a lien, attachment, other legal process or requirement of law.

Any time taken to satisfy or rectify any such facts or conditions shall extend the date by which contract payment must be made in order for the Authority not to become liable for interest payments by an equal period of time.

3. Should the Authority fail to notify a Contractor of such facts and conditions within fifteen calendar days of the invoice received date, the number of days allowed for payment of the corrected proper invoice will be reduced by the number of days between the fifteenth day and the day that notification was transmitted to the Contractor. Should the Authority, in such situations, fail to provide reasonable grounds for its contention that a fact or condition justifying a time extension exists, the date by which contract payment must be made in order for the Authority not to become liable for interest payment shall be calculated from the invoice received date.
4. The Authority shall make payment within forty five (45) calendar days after the invoice received date. Effective July 1, 1989, the Authority shall make payment within thirty (30) calendar days, excluding legal holidays, after invoice received dates occurring after that date.
5. Except for the payments described in Paragraph E, every payment by the Authority to a Contractor pursuant to a Contract is eligible for interest should the Authority fail to make such payment within forty five (45) days after the invoice received date for contracts entered into between April 30, 1988 and June 30, 1989 and within thirty (30) days for contracts entered into on or after July 1, 1989.
6. The Authority shall not be liable for interest on any retention amounts withheld by the Authority in accordance with the terms of the Contract.
7. Interest shall be computed at the rate set by the state tax commission for corporate taxes pursuant to paragraph one of subsection (e) of section 1096 of the tax law, but the Authority shall not be liable for payment of interest when such interest is less than ten dollars.
8. The Authority has available funds in its custody to pay all interest penalties.

E. EXCEPTIONS

1. Payments are not eligible for interest when they are due and owing by the Authority:
 - a) under the eminent domain procedure law;
 - b) as interest allowed on a judgement by a court pursuant to any provision of law other than section 2880 of the Public Authorities Law;
 - c) to the federal government; to any state agency or its instrumentalities; to any duly constituted unit of local government including but not limited to, counties, cities, towns, villages, school districts, or any of their related instrumentalities; to any other public authority or public benefit corporation; or to its employees when acting in, or incidental to, their public employment capacity;
 - d) in situations where the Authority exercises a legally authorized set-off against all or part of the payment due the Contractor.

APPENDIX C – (FOR BID PURPOSES ONLY)

Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified M/WBE's and Equal Employment Opportunities for Minority Group Members and Women

NYS Law

Pursuant to New York State Executive Law Article 15-A, the New York Power Authority, hereinafter referred to as "NYPA" recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women Business Enterprises (M/WBE)s and the employment of minority group members and women in the performance of NYPA contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that NYPA establish goals for maximum feasible participation of New York State Certified M/WBEs and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for M/WBEs

For the purposes of this solicitation, NYPA hereby establishes an overall goal of 30 % for M/WBE participation, 15 % for MBE participation and 15 % for WBE participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the Contract must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that NYPA may withhold payment pending receipt of the required M/WBE documentation. The directory of New York State Certified M/WBEs can be viewed at: <http://www.esd.ny.gov/mwbe.html>. For guidance on how NYPA will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the

Contract, such finding constitutes a breach of Contract and NYPA may withhold payment from the Contractor as liquidated damages .

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract, or as specified under the terms of the Authority's contract documents.

By submitting a bid or Proposal, a Proposer agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Proposers are required to submit a Utilization Plan Form (Attachment No.1) with their bid or Proposal.. Any modifications or changes to the Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised Utilization Plan and submitted to NYPA.

B. NYPA will review the submitted Utilization Plan and advise the Proposer of NYPA's acceptance or issue a Notice of deficiency within 30 days of receipt.

C. If a Notice of deficiency is issued, Proposer agrees that it shall respond to the Notice of deficiency within seven (7) business days of receipt by submitting to NYPA, at the address specified in this RFP or by facsimile at 914-681-6783, attention Supplier Diversity Program or a written remedy in response to the Notice of deficiency. If the written remedy that is submitted is not timely or is found by NYPA to be inadequate, NYPA shall notify the Proposer and direct the Proposer to submit, within five (5) business days, a request for a partial or total waiver of MBE/WBE participation goals (Attachment No. 2) Failure to file the waiver form in a timely manner may be grounds for disqualification of the Bid or Proposal.

D. NYPA may disqualify a Proposer as being non-responsible under the following circumstances:

- 1) If a Proposer fails to submit a Utilization Plan;
- 2) If a Proposer fails to submit a written remedy to a notice of deficiency;
- 3) If a Proposer fails to submit a request for waiver; or
- 4) If NYPA determines that the Proposer has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any M/WBE identified within its Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to the Contract award may be made at any time during the term of the Contract to NYPA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Upon award, Contractor is required to submit a Contractor's M/WBE Contractor Compliance & Payment Report to NYPA on a monthly basis over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

Equal Employment Opportunity Requirements

The Contractor is required to ensure that it shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract or (ii) employment outside New York State.

Proposer further agrees, where applicable; to submit with the Proposal, a Staffing plan using Form G-1 from Appendix G identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to NYPA a workforce utilization report identifying the workforce actually utilized on the Contract, if known.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other New York State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.

Other than the Utilization Plan Form, all other applicable forms, Waiver Requests, Compliance and Payment Forms and EEO related forms shall be included in the final contract documents and found in Appendix C – “For Award”.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as are allowed by the Contract.

M/WBE Utilization Plan Form

Attachment 1

Contract No. Q15-5809JT Contract Title: SENY Fire Protection Services Total Dollar Value (\$)_____

Business Name, Address, Telephone Number of MBE's and WBE's, including Contact Person and Federal I.D #	Indicate if MBE or WBE	Description of Work, Products and/or Services to be provided	MBE and WBE Subcontract Value (\$)	M/WBE % of Work Performed in New York State	M/WBE Projected Start and Completion Date

If the Contractor is a corporation, partnership, or joint venture, this form must be signed respectively, by the president of the corporation, a general partner, or the president/general partner of one of the joint ventures. If it is signed by anyone else, you must include appropriate proof (such as certified copy of the by-laws, partnership agreement or joint venture agreement) which confirms that the person signing this form is authorized to do so. By signing below, the Contractor authorizes the Authority to verify all information provided on this form.

Contractor:**Authorized Signature:****Title:**

Address: _____ Telephone Number: _____

Federal Identification Number: _____ Date: _____

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.		
Bidder/Contractor Name:	Federal Identification No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	M/WBE Goals: MBE % WBE %	
By submitting this form and the required information, the bidder/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.		
Contractor is requesting a: 1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial 3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development.) Date of such filing with Empire State Development: _____		
PREPARED BY (Signature): SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.	Date:	
Name and Title of Preparer (Printed or Typed):	Telephone Number:	Email Address:
Submit with the bid/proposal or after award to: <u>Supplier Diversity</u> <u>Nypasdp@nypa.gov</u>	****FOR SUPPLIER DIVERSITY STAFF USE ONLY****	
	REVIEWED BY:	DATE:
	Waiver Granted: <input type="checkbox"/> YES <input type="checkbox"/> NO MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____	

Comments:

**REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS
FOR WAIVER REQUEST**

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Bidder/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of Bidder/Contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, the Bidder/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by NYPA, to determine M/WBE compliance.

STAFFING PLAN

Submit with Bid or Proposal – Instructions on page 2

Solicitation No.:	Reporting Entity:	Report includes Contractor's/Subcontractor's: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force
Bidder's Name:		<input type="checkbox"/> Bidder <input type="checkbox"/> Subcontractor Subcontractor's name _____
Bidder's Address:		

Check applicable categories:

(1) Staff Estimates include:

Contract/Project Staff

Total Work Force

Subcontractors

(2) Type of Contract:

Construction Consultants

Commodities

Services/Consultants

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification										Disabled (M) (F)		Veteran (M) (F)	
		Total Male (M)	Total Female (F)	White		Black		Hispanic		Asian		Native American					
				(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)				
Officials/Administrators																	
Professionals																	
Technicians																	
Sales Workers																	
Office/Clerical																	
Craft Workers																	
Laborers																	
Service Workers																	
Temporary /Apprentices																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.:	DATE:
	EMAIL ADDRESS:	
NAME AND TITLE OF PREPARER (Print or Type):		

STAFFING PLAN

Submit with Bid or Proposal – Instructions

General instructions: All Bidders and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form G-2)) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Bidder shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Bidder shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Bidder.
2. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Bidders' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the OM/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
 - has a physical or mental impairment that substantially limits one or more major life activity(ies)
 - has a record of such an impairment; or
 - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

GENDER **Male** **or** **Female**



Procedure Title: CS 2.1 Background Screening:
NYPA Contractor's Packet
(Appendix D)

Procedure Number: O-TC-32-018-R00

Revision Date 12/30/2013

Approved By: Randy Crissman
Vice President, Technical Compliance

Content Owner: Dayton Richardson
Director, Corporate Security

FOR BID INFORMATION PURPOSES ONLY

Bidder(s) are not required to complete and submit any of the Attachments/Forms referenced herein with its bid proposal.

Attachment 8.1, pages '8 through 10 of 16' are intentionally excluded and will be provided to the successful bidder upon contract award.

Procedure Title:
**CS 2.1 Background Screening: NYPA Contractor's Packet
(Appendix D)**Page:
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Revision Date	Revision	Description/Modification	Author and Title
12/30/2013	0	Original Issue of CS 2.1. Formerly part of CS 2 Background Screening Program. Describes requirements for Contractors seeking unescorted access to NYPA facilities.	Thomas Carpenter Senior Security Specialist
Refer to last page of document for electronic approvals of latest revision.			

**CS 2.1 Background Screening: NYPA Contractor's Packet,
(Appendix D)****1 PURPOSE**

The purpose of this procedure shall be to provide guidance for contractors who require unescorted access (ability to enter facility independent of someone else being with you) to New York Power Authority (NYPA) Facilities.

2 SCOPE

Provides step-by-step (everything you need to do) process for contractor's/private citizens desiring access approval.

3 APPLICABILITY

This procedure applies to all hired contractors requiring unescorted access inside NYPA facilities.

BIDDER MUST NOT SUBMIT COMPLETED FORMS FOR ANY OF ITS PERSONNEL TO CARCO.

ONLY THE FIRM AWARDED A NYPA CONTRACT WILL BE PROVIDED ATTACHMENT 8.1, AND IS REQUIRED TO COMPLY WITH THE REQUIREMENTS OF CS 2.1.

4 DEFINITIONS

Definitions are defined within text.

5 PROCEDURE IMPLEMENTATION**Frequently Asked Questions**

The following has been prepared in a question and answer format to provide easy, quick reference:

5.1 Who needs background screening and when should I apply? What do they check?

Contractors who have been awarded a contract (hired) with NYPA will find this procedure attached to it and referenced as "Appendix D & I". Hired Contractors need to first ensure that their assigned Point of Contact (POC NYPA Management person) approves that they are to apply for Background Screening. This is necessary because contractors solely assigned work outside NYPA facility structures may not need to apply. Once the POC advises you to apply, you can apply using Attachment 8.1. As described in Attachment 8.1, your personal identity will be confirmed and a check of your seven year criminal history record (if any) will be prepared by our background vendor for review by NYPA. Make sure your POC pre-approves how many contractors need to apply. ***While NYPA pays for the entire cost of background screening, contractors are obligated to only submit the minimum necessary.***

Procedure Title:
**CS 2.1 Background Screening: NYPA Contractor's Packet
(Appendix D)****5.2 My POC decided I need to apply for background screening. How do I do that?**

Once POC approves and gives you a start date you want to ***apply at least 30 days before you expect to start work*** so your application for background screening has time to process. ***Utilize Attachment 8.1 to apply for unescorted access.*** Completely fill out every section in attachment and ask POC for help if needed prior to submitting. It's very important to list your POC because they will be receiving the information regarding your background screening status once submitted. You also need to ensure that you have carefully read and signed the permission statement allowing a background screening to be performed and evaluated for approval. Should NYPA's background screening company (name listed on attachment) contact you for additional information, respond back immediately with necessary information, as not doing so or not completing your application completely upon submittal can delay or stop your application from being processed.

5.3 I have fully completed Attachment 8.1 making sure my POC is listed on the attachment and listed any periods of time in the last seven years that I did not reside in U.S. How do I submit the application?

You can either submit electronically (POC can provide you with information as to how, provided you have access to a computer) or you can FAX the application to number appearing on Attachment 8.1.

5.4 I have submitted my complete application for myself and if I am a supervisor I have ensured my employees have properly as outlined above done so as well. I advised my POC that I have done so. What needs to be done in the meantime as I await processing results?

You also need to ensure through your POC that your training is performed. You will also make sure you supply in a timely fashion any additional information requested of you. Your POC should advise you of areas needed to access at NYPA and what needs to be done to acquire approval of such access. Contact your POC if you have any questions or concerns.

5.5 During the waiting process I have been advised that an adverse finding or concern was discovered in relation to my background screening investigation. What does this mean and, if I disagree with final decision, can I appeal?

In almost all circumstances you will deal directly with your POC for guidance and direction in applying for unescorted access; however NYPA shall restrict certain personal information from POC and others in an effort to protect your personal privacy and therefore have limited the NYPA review process for Contractors to NYPA Corporate Security & Legal. In a number of cases you may be contacted by either NYPA background screening company and/or Corporate Security to provide either clarification or additional information regarding a concern. Your prompt response, with needed information, will aid in allowing for a timely final decision to be made. You are provided in your Appendix D packet two advisory documents. The first is Attachment 8.2 "Fair Credit Reporting Act", which describes your rights including access to personal file information and how your personal information obtained shall be handled. Attachment 8.3 "New York Correction Law Article 23-A", describes how the evaluation process by NYPA shall be handled to include: applicability, prohibited unfair discrimination, previous criminal

**CS 2.1 Background Screening: NYPA Contractor's Packet
(Appendix D)**

conviction factors and written denial statement process. All timely appeals initiated by applicant only shall be reviewed by NYPA Legal for possible re-consideration of initial final decision. Applicant shall be made aware of final appeal decision in writing from NYPA.

Be advised that in certain circumstances you may be denied solely because certain foreign countries do not participate with releasing information. Your denial of access letter shall contain reason (s) for denial.

- 5.6 My POC has advised me that my employees (if applicable) and I have been approved for unescorted access. I realize that means I can enter approved facilities by myself but are there any restricted areas of facility I may not be allowed to enter?**

Yes, NYPA is part of a regulated power industry and as such must comply with both federal and state laws, regulations and standards established. FERC (Federal Energy Regulatory Commission) has mandated NYPA to restrict certain areas and materials to authorized personnel only. Very few contractors are granted such access to either physically or electronically restricted areas/materials. Your POC will advise you if you are to be approved for such access and shall provide you with additional information at that time. Contractors are advised that unless they are approved by POC to enter such restricted areas they are NOT TO ENTER. Remember: "When in doubt, stay out". Restricted areas are clearly marked stating such on outside doors/cabinets. Contractors authorized for such restricted areas need to receive additional related training both initially (prior to entry/material access) and annually and need to re-apply for background screening every year (in both cases must complete prior to 365 days from prior approval). Contact your POC regarding any questions concerning required annual training/background screening compliance.

- 5.7 I understand I have to produce proper identification when entering a NYPA facility. What types of identification are acceptable?**

Official photo identification is always preferred. These include: US driver's license, DMV photo identification card, passport, permanent resident (green card), government, law enforcement or company document, etc. or two forms of non-photo identification to include: birth certificate, social security card, credit card, DD214 military document, company/school document, etc. All documents must be valid (not expired); readable and equivalent foreign documents described above are acceptable in certain cases provided they are officially transcribed to English language.

Proper identification must be in possession of contractor while on NYPA facilities and contractors are to visibly wear all issued security badges above waist. Return to Security/POC all security badges no longer needed.

- 5.8 Who do I notify when I leave, am reassigned to other duties or have a break in service to NYPA?**

Always notify your POC of any change in your working situation at NYPA. If you are ending work, re-assigned or have work duties changed or plan to have a break in service (i.e. stop work at NYPA then begin again at some in the future), notify your POC of details and provide them with as much notice as possible. Supervisors/Company Management of other contractor employees or subcontractors is required to provide details to POC as

**CS 2.1 Background Screening: NYPA Contractor's Packet
(Appendix D)**

quickly as possible (*no less than within 24 hours before occurrence begins*). Attachment 8.4 "Revocation of Access" can be utilized and handed in as notification of all terminations. Written correspondence such as e-mails/business letters are also acceptable to provide contractor work status changes notification.

All terminations (particularly "for cause", i.e. performance) shall be reported within 24 hours (seven days a week) to POC and if not available to Security.

Be advised that breaks in service for calendar duration for longer than 365 days shall warrant retraining and an update of background screening status regardless of whether unescorted access was granted for general and/or restricted access.

5.9 Compliance with the Immigration Reform and Control Act (IRCA)

Contractor has responsibility to properly complete and retain Form I-9 for all of its employee's assigned work for NYPA in any work capability.

Contractor understands, and is in compliance with its obligations under IRCA.

Contractor warrants that it is not knowingly employing any workers assigned to NYPA who are not authorized to work for the contractor in the United States.

Contractor agrees to defend and indemnify NYPA for any liability arising out of claims that the Contractor's employees are not authorized to work in the United States for the Contractor and/or any claims based upon alleged IRCA violations committed by the Contractor or Contractor personnel.

6 REQUIRED COMPLIANCE INFORMATION

The following information illustrates compliance with the Procedure.

Identifier	Procedure Name
CS 2.0	Background Screening: Program Overview and Guidelines

7 EXPIRATION AND DATA RETENTION

This procedure shall be reviewed every two years unless changes to the procedures underlying assumptions require a change before the review cycle. The outcome of each change is a new revision. If the document requires no changes as a part of the review, the Content Owner shall acknowledge that no changes are required and the acknowledgement shall be captured in the revision history table. The background records will be maintained for three years.

Records shall be retained in accordance with NYPA's approved records retention schedules and/or in compliance with all applicable legal requirements pertaining to NYPA.

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7 of 16**8 ATTACHMENTS**

- 8.1 Independent Contractors Screening Data Entry Cover Sheet**
- 8.2 A Summary of Rights Under the Fair Credit Reporting Act**
- 8.3 New York Correction Law Article 23-A**
- 8.4 Revocation of Access Form**

ATTACHMENT 8.2: A Summary of Rights under the Fair Credit Reporting Act*A Summary of Your Rights
Under the Fair Credit Reporting Act*

Para informacion en espanol, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.**

Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.**

You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- A person has taken adverse action against you because of information in your credit report;
- You are the victim of identity theft and place a fraud alert in your file;
- Your file contains inaccurate information as a result of fraud;
- You are on public assistance;
- You are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.**

Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

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- **You have the right to dispute incomplete or inaccurate information.**

If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.**

Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.**

In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.**

A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.**

A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.**

Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT(1-888-567-8688).

- **You may seek damages from violators.**

If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.**

For more information, visit www.ftc.gov/credit.

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States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	PLEASE CONTACT:
Consumer Reporting Agencies, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, D.C. 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, D.C. 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Consumer Help (FRCH) P O Box 1200 Minneapolis, MN 55480 Telephone: 888-851-1920 Website Address: www.federalreserveconsumerhelp.gov Email Address: ConsumerHelp@FederalReserve.gov
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Complaints Washington, D.C. 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100, Kansas City, MO 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, D.C. 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, D.C. 20250 202-720-7051

12/13/2013

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(Appendix D)****ATTACHMENT 8.3: New York Correction Law Article 23-A****NEW YORK CORRECTION LAW ARTICLE 23-A****LICENSURE AND EMPLOYMENT OF PERSONS PREVIOUSLY CONVICTED ON
ONE OR MORE CRIMINAL OFFENSES**

§750. Definitions. For the purposes of this article, the following terms shall have the following meanings:

- (1) "Public agency" means the state or any local subdivision thereof, or any state or local department, agency, board or commission.
- (2) "Private employer" means any person, company, corporation, labor organization or association which employs ten or more persons.
- (3) "Direct relationship" means that the nature of criminal conduct for which the person was convicted has a direct bearing on his fitness or ability to perform one or more of the duties or responsibilities necessarily related to the license, opportunity, or job in question.
- (4) "License" means any certificate, license, permit or grant of permission required by the laws of this state, its political subdivisions or instrumentalities as a condition for the lawful practice of any occupation, employment, trade, vocation, business, or profession. Provided, however, that "license" shall not, for the purposes of this article, include any license or permit to own, possess, carry, or fire any explosive, pistol, handgun, rifle, shotgun, or other firearm.
- (5) "Employment" means any occupation, vocation or employment, or any form of vocational or educational training. Provided, however, that "employment" shall not, for the purposes of this article, include membership in any law enforcement agency.

§751. Applicability. The provisions of this article shall apply to any application by any person for a license or employment at any public or private employer, who has previously been convicted of one or more criminal offenses in this state or in any other jurisdiction, and to any license or employment held by any person whose conviction of one or more criminal offenses in this state or in any other jurisdiction preceded such employment or granting of a license, except where a mandatory forfeiture, disability or bar to employment is imposed by law, and has not been removed by an executive pardon, certificate of relief from disabilities or certificate of good conduct. Nothing in this article shall be constructed to affect any right an employer may have with respect to an intentional misrepresentation in connection with an application for employment made by a prospective employee or previously made by a current employee.

§752. Unfair discrimination against persons previously convicted of one or more criminal offenses prohibited. No application for any license or employment, and no employment or license held by an individual, to which the provisions of this article are applicable, shall be denied or acted upon adversely by reason of the individual's having been previously convicted of one or more criminal offenses, or by reason of a finding of lack of "good moral character" when such finding is based upon the fact that the individual has previously been convicted of one or more criminal offenses, unless:

- (1) There is a direct relationship between one or more of the previous criminal offenses and the specific license or employment sought or held by the individual; or
- (2) the issuance or continuation of the license or the granting or continuation of the employment would involve an unreasonable risk to property or to the safety or welfare of specific individuals or the general public.

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§753. Factors to be considered concerning a previous criminal conviction; presumption. 1. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall consider the following factors:

- (a) The public policy of this state, as expressed in this act, to encourage the licensure and employment of persons previously convicted of one or more criminal offenses.
- (b) The specific duties and responsibilities necessarily related to the license or employment sought or held by the person.
- (c) The bearing, if any, the criminal offense or offenses for which the person was previously convicted will have on his fitness or ability to perform one or more such duties or responsibilities.
- (d) The time which has elapsed since the occurrence of the criminal offense or offenses.
- (e) The age of the person at the time of occurrence of the criminal offense or offenses.
- (f) The seriousness of the offense or offenses.
- (g) Any information produced by the person, or produced on his behalf, in regard to his rehabilitation and good conduct.
- (h) The legitimate interest of the public agency or private employer in protecting property, and the safety and welfare of specific individuals or the general public.

2. In making a determination pursuant to section seven hundred fifty-two of this chapter, the public agency or private employer shall also give consideration to a certificate of relief from disabilities or a certificate of good conduct issued to the applicant, which certificate shall create a presumption of rehabilitation in regard to the offense or offenses specified therein.

§754. Written statement upon denial of license or employment. At the request of any person previously convicted of one or more criminal offenses who has been denied a license or employment, a public agency or private employer shall provide, within thirty days of a request, a written statement setting forth the reasons for such denial.

§755. Enforcement. 1. In relation to actions by public agencies, the provisions of this article shall be enforceable by a proceeding brought pursuant to article seventy-eight of the civil practice law and rules. 2. In relation to actions by private employers, the provisions of this article shall be enforceable by the division of human rights pursuant to the powers and procedures set forth in article fifteen of the executive law, and, concurrently, by the New York City commission on human rights.

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16 of 16**ATTACHMENT 8.4: Revocation of Access Form****NYPA ACCESS AUTHORIZATION – BACKGROUND SCREENING SECURITY PROGRAM
REVOCATION OF ACCESS FORM**

Company: _____ Effective Date: _____

NYPA Locations:

<input type="checkbox"/> Albany Headquarters	<input type="checkbox"/> Blenheim-Gilboa (B-G)	<input type="checkbox"/> Niagara (NIA)
<input type="checkbox"/> Small Clean Power Plants	<input type="checkbox"/> Flynn (HOL)	<input type="checkbox"/> Other / Specify: _____
<input type="checkbox"/> Poletti (POL) / 500MW	<input type="checkbox"/> St. Lawrence (STL)	
<input type="checkbox"/> White Plains Office	<input type="checkbox"/> Clark Energy Center (CEC)	

The independent contractor(s) listed below no longer require access to NYPA Facilities:

Independent Contractor Name: _____

Address: _____

Date of Birth: _____

NYPA Badge Number: _____ Returned on: _____

Reason for Revocation: _____

_____ Company Representative	_____ Signature	_____ Title
_____ Company Name	_____ Telephone	_____ Date

NOTE: Terminations / Removal from NYPA job location or removal of need for NERC CIP CCA access warrants an immediate notification (within 24 hours) to Corporate / Site Security and paperwork to follow-up within 7 calendar days.

APPENDIX "E"

OMNIBUS PROCUREMENT ACT OF 1992 REQUIREMENTS

A. DECLARATION OF POLICY

It is the policy of New York State to encourage the use of New York state subcontractors and suppliers, and to promote the participation of minority and women-owned businesses where possible, in the procurement of goods and services.

1. A New York State Business Enterprise shall mean a business enterprise, including a sole proprietorship, partnership, or corporation which offers for sale or lease or other form of exchange, goods which are sought by the Authority and which are substantially manufactured, produced or assembled in New York State or services which are sought by the Authority and which are substantially performed within New York State.
2. A New York Resident means a natural person who maintains a fixed, permanent and principal home located within New York State and to which such person, whenever temporarily located, always intends to return.
3. A Foreign Business Enterprise means a business enterprise, including a sole proprietorship, partnership of corporation, which offers for sale, lease or other form of exchange, goods which are sought by the corporation and which are substantially produced outside New York State, or services, other than construction services sought by the corporation which are substantially performed outside New York State. For purposes of construction services, foreign business enterprise shall mean a business enterprise, including a sole proprietorship, partnership of corporation, which has its principal place of business outside New York State.

B. Information concerning the availability of New York State subcontractors and suppliers and the directory of Certified Minority and Women-Owned Business Enterprises is available from:

New York State Department of Economic Development
Division for Small Business
One commerce Plaza
Albany, New York 12245
Phone: (518) 474-7756
Fax: (518) 468-6416

C. For all contracts the Authority requires bidders to identify the location of the plant where equipment is substantially manufactured, produced or assembled or where services are substantially performed using the Geographic Origin Form, annexed hereto as Attachment 1.

D. A bidder located in a foreign country will cooperate with any effort to obtain offset credits from foreign countries as a result of the contract. The Authority may assign or otherwise transfer offset credits created by this contract to third parties located in New York State.

E. CONTRACTS EQUAL TO OR GREATER THAN ONE MILLION DOLLARS

1. For any contract let by the Authority in an amount equal to or greater than one million dollars, the bidder shall, as supplementary materials to its bid: Document its efforts that it has (a) solicited bids, in a timely and adequate manner, from New York State Business Enterprises including certified Minority and Women-Owned Business, or (b) contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises, or (c) placed notices for subcontractors and suppliers in newspapers, journals and other trade publications distributed in New York State, or (d) participated in bidder outreach conferences. If the Bidder determines that New York State Business Enterprises are not available to participate on the contract as subcontractors or suppliers, the bidder shall provide a statement to the Authority indicating the method by which such determination was made. If the Bidder does not intend to use subcontractors on the contract, the Bidder shall provide a statement to the Authority verifying such intent.
2. As documentation of its efforts to encourage the participation of New York State Business Enterprises and Minority and Women Owned Businesses as suppliers and subcontractors pursuant to this section, the bidder shall submit the Documentation Checklist, annexed hereto as Attachment 2. The bidder's notification to New York State residents can be provided by telecopying a Fast Fax Job Order form to the Community Service Division of the New York State Department of Labor. A Fast Fax Job Order form is annexed hereto as Attachment 3. The bidder may attach a completed Fast Fax Job Order form as documentation of its efforts to provide notification pursuant to this section.
3. Following the award of any procurement contract equal to or greater than 1 million dollars, the contractor shall submit the Post-Award Compliance Report, annexed hereto as Attachment 4, documenting its notification efforts.
4. By submission of its bid, the bidder attests to compliance with the federal equal employment opportunity act of 1972 (P.L. 92-261), as amended.

NEW YORK POWER AUTHORITY
GEOGRAPHIC ORIGIN FORM

Bidder:

IMPORTANT NOTE TO BIDDERS

Pursuant to the Omnibus Procurement Act of 1992, the Authority is required to determine whether each award is designated as a NYSBE or FBE. Please complete this form to identify the location of the plant where each item in this bid package is substantially manufactured, produced or assembled or where services will be substantially performed. If necessary, please contact the manufacturer to insure the accuracy of this information.

RETURN THIS FORM WITH YOUR PROPOSAL.

- NOTE: (a) If all items are substantially manufactured in the same location, complete only item 1 indicating same.
(b) If all items are not substantially manufactured in the same location, complete a section for each item in this bid package.

PLEASE copy this form as needed for additional items.

EQUIPMENT

ITEM NO.	DESCRIPTION & MODEL NUMBER	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1.		\$ _____	\$ _____	\$ _____
Manufacturer: _____ City: _____ State: _____				
Address of plant where item is substantially manufactured: _____				
2.		\$ _____	\$ _____	\$ _____
Manufacturer: _____ City: _____ State: _____				
Address of plant where item is substantially manufactured: _____				
3.		\$ _____	\$ _____	\$ _____
Manufacturer: _____ City: _____ State: _____				
Address of plant where item is substantially manufactured: _____				
4.		\$ _____	\$ _____	\$ _____
Manufacturer: _____ City: _____ State: _____				
Address of plant where item is substantially manufactured: _____				
5.		\$ _____	\$ _____	\$ _____
Manufacturer: _____ City: _____ State: _____				
Address of plant where item is substantially manufactured: _____				

SERVICES

Please indicate the location where services will be substantially performed:

NEW YORK POWER AUTHORITY
DOCUMENTATION CHECKLIST
(FOR PROCUREMENT CONTRACTS EQUAL TO OR GREATER THAN \$1 MILLION)

BIDDER: _____ INQUIRY NUMBER: _____

Pursuant to the Omnibus Procurement Act of 1992 and Section 2879 of the Public Authorities Law, the bidder is required to document its efforts to encourage participation of New York State Business Enterprises and Certified Minority and Women Business Enterprises as supplier and subcontractors.

A. The Bidder shall document its efforts to show that it has:

1. Solicited bids in a timely and adequate manner from New York State Business Enterprises including Certified Minority and Women Owned Businesses; or
2. Contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises and Certified Minority and Women Owned Businesses for opportunities as subcontractors and suppliers in this procurement contract; or
3. Notified New York State Residents of opportunities as subcontractors and suppliers in this procurement contract by one or more of the following methods:
 - a. Placing advertisements in newspapers, journals or other trade publications distributed in New York State.
 - b. Contacting the New York State Community Service Division via the attached Fast Fax Job Order form (annexed hereto as Attachment 3).
 - c. Participating in Bidder Outreach Conferences.

B. Where there are no New York State Business Enterprises available to participate as subcontractors or suppliers, the successful bidder will provide the Authority with a statement indicating the method by which such determination was made.

C. Where the successful bidder does not intend to use any subcontractors or suppliers in this procurement contract, a statement shall be provided to the Authority indicating such.

The undersigned assures related documentation is on file and available upon request to the Authority or New York State.

BY: _____
SIGNATURE

BY: _____
NAME/TITLE PRINTED



New York State Department of Labor

Job Order

Employer: Please complete one Job Order for each job title and fax/mail to us. It is only necessary to notify one office of your opening. By using this form to post your openings you will reach all Department of Labor offices.

Company _____		Unemployment Insurance Employer Registration No. _____	
Address _____		City _____	State _____ Zip _____
Telephone # () _____	Ext. _____	Fax # () _____	
What goods or services does your Company produce? _____			
Person to contact for interview _____		Title _____	
E-mail address _____		Worksite, if different from company address _____	
Travel Directions (Include public transportation, if available): _____			

Does your Company have a Federal Contract requiring job openings to be listed with the Department of Labor (FCIL)? Yes _____ No _____

Does your Company wish to receive more information on tax incentives for hiring from targeted groups? Yes _____ No _____

Title Of Job Opening _____ Number Of Job Openings _____

Referral Instructions: Fax/Send Resume _____ Send Direct _____ Call Before Sending _____

Number of Persons You Wish to Interview _____ Number of Resumes You Wish to Review _____

Job Requirements

Years of Education Needed _____ Specialized Education? (Type of Degree) _____

Years of Experience Required _____ Will you accept a trainee? Yes _____ No _____

Will you accept related experience? Yes _____ No _____ If Yes, specify: _____

Job is: Full Time _____ Part-Time _____ Regular _____ Temporary _____ (From _____ to _____)

Work Hours: From: _____ To: _____ Total hours per week _____ Overtime: Yes _____ No _____ Circle Work Days: S M T W T F

Salary Range: From \$ _____ To \$ _____ Per _____ Pay Period: _____ Weekly _____ Bi-Weekly _____

Salary Negotiable? Yes _____ No _____ Monthly _____ Bi-Monthly _____

Other Hiring Requirements/Benefits

Driver's License	Yes _____ No _____	Class _____	Health Insurance	Yes _____ No _____
Own Tools	Yes _____ No _____		Life Insurance	Yes _____ No _____
*Physical Exam	Yes _____ No _____		Dental Insurance	Yes _____ No _____
Drug Screening	Yes _____ No _____		Paid Vacation	Yes _____ No _____
Employment/Security Test	Yes _____ No _____	Name _____	Paid Sick Leave	Yes _____ No _____
Other Tests	Yes _____ No _____		Retirement Plan	Yes _____ No _____
Must Join Union	Yes _____ No _____		Other _____	
Bondable	Yes _____ No _____			

Job Description

Please describe your job opening. List your special knowledge, skills, aptitudes, abilities required; equipment used or operated; special physical demands or working conditions. If available, provide a detailed job description. Include the worksite location, if different from the company address. Attach additional sheets if necessary.

Job Description: _____

*Required only after job offer and if relevant to job opening.

All hiring requirements must be bonafide occupational qualifications

NEW YORK STATE DEPARTMENT OF LABOR
Division of Employment Services

The information you provide on the other side of this form will help us to understand your hiring needs, and to locate and select suitable candidates. Please review the information below, and use it as a guide when completing the Job Order form. Then mail or fax the form to the office nearest you, or use the form as a guide if you prefer to telephone us with your job order.

Unemployment Insurance Employer Registration Number: Please provide this number when faxing or calling in a job order. This verifies that you are authorized to operate within New York State. If you are a new employer and have just applied for this number, please advise us; we will use your Federal Tax I.D. number on an interim basis.

Referral Instructions: On job listings made available for job seekers' review, the Department of Labor withholds the employer's name, address, and contact information. This allows our staff to screen individuals' qualifications before referring them to you, and to send only the number of candidates or resumes you have requested.

Referral Results: It is critical for us to get feedback concerning the quantity and quality of the referrals that we make to your company. This will help us in our constant goal of improving our service to you and to the business community. For this reason, if we do not hear from you about referral results, Department of Labor staff may contact you for this information.

National Exposure: America's Job Exchange (AJE) is a nationwide network of job banks from other states that includes an Internet site. Your job openings will reach a nationwide audience of job seekers.
(www.americasjobexchange.com)

Veterans Preference: The Department of Labor makes every effort to find the most suitable candidates for your job opening(s). Our job seeker file contains military veterans skilled in many occupations and job duties. Department of Labor policy is to refer qualified veterans to job openings before qualified non-veterans.

Benefits: To attract the best applicants, it is important for you to let potential employees know the benefits that you offer with your job. To some individuals, the benefits you provide may be more important than salary.

Technology

The New York State Department of Labor helps employers fill thousands of job openings with qualified workers each year. Like any other service agency, we are always looking for ways to make our operation more efficient and responsive to the people we serve. As part of this continuing effort, we have introduced some enhancements for matching candidates to job openings, using computer technology:

- **Computer Matching** - A computerized pre-screening and notification system that alerts potential candidates of your job opening, matching your job requirements with an applicant's special skills and abilities.
- **Internet** - Job openings listed with the Department of Labor can be viewed on our Internet Home Page. This web site includes a direct link to America's Job Exchange, as well as a variety of resource information for both employers and job seekers. Visit our web site at <http://www.labor.state.ny.us> to access economic and demographic data, including wages, occupational projections and other labor Market information relevant for business customers.

NEW YORK POWER AUTHORITY
POST-AWARD COMPLIANCE REPORT
(FOR PROCUREMENT CONTRACTS EQUAL TO OR GREATER THAN \$1 MILLION)

To be completed by contractor upon notification of award.

Pursuant to the Omnibus Procurement Act of 1992, the Authority requires the contractor to complete this form.

NAME OF CONTRACTOR: _____ CONTRACT NUMBER: _____

1. The contractor has made all reasonable efforts to encourage the participation of NYS Business Enterprises as suppliers and subcontractors in this procurement contract.

YES ____ NO

If no, please explain:

2. The contractor has contacted the NYS Department of Economic Development to obtain listings of NYS subcontractors and suppliers for products and services currently purchased from out-of-state/foreign firms.

YES ____ NO

If no, please explain:

3. The contractor has utilized other source(s) to identify NYS subcontractors and suppliers.

YES ____ NO

If yes, please identify source(s):

If no, please explain:

4. The contractor has complied with the federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

YES ____ NO

5. The contractor has provided NYS residents notice of new employment opportunities resulting from this procurement contract by listing any such positions with the Job Service Division of the NYS Department of Labor via Fast Fax form or other method consistent with collective bargaining agreements or contracts.

YES ____ NO

Attach documentation of notification; if none, please explain:

By signing this Post-Award Compliance Report the contractor assures the above information is true and supporting documentation is available (upon request by New York State or the Authority).

BY: _____
SIGNATURE

BY: _____
NAME/TITLE PRINTED

APPENDIX G

EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS

During the performance of this contract, the Contractor agrees as follows:

I. EQUAL EMPLOYMENT OPPORTUNITIES (EEO) REQUIREMENTS [Applicable to all Contracts valued at \$25,000 or less]

- A. The Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, sex, national origin, marital status or disability (as defined in Section 312 of the Executive Law) and will take affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination on the basis of age, race, creed, color, sex, national origin, marital status or disability. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- B. The Contractor will send to each employment agency, labor union or authorized representative of workers with which it is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Division of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses (a) through (g) (hereinafter called "nondiscrimination clauses"). At the request of the Authority, the Contractor shall request such employment agency, labor union or representative to furnish it with a written statement that such employment agency, labor union or authorized representative will not discriminate on the basis of age, race, creed, color, sex national origin, marital status or disability and that such employment agency, labor union or authorized representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these nondiscrimination clauses or that is consistent and agrees that recruitment, employment and the terms and conditions of employment under this Contract shall be in clauses. If such employment agency, labor union or authorized representative fails or refuses to comply with such request that it furnish such a statement, the Contractor shall promptly notify the Authority of such failure or refusal.
- C. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Division of Human Rights setting forth the substance of the provisions of clauses A. and B. and such provisions of the State's laws against discrimination as the State Division of Human Rights shall determine.
- D. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that, in performance of the Authority's contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of age, race, creed, color, sex, national origin, marital status or disability.
- E. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and with the Civil Rights Law, will furnish all information and reports deemed necessary by the State Division of Human Rights under these nondiscrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the Authority, the State Division of Human Rights, the Attorney General and the Commissioner of Labor for purposes of investigation to ascertain compliance with these nondiscrimination clauses and such section of the Executive Law and Civil Rights Law.

II. EQUAL EMPLOYMENT OPPORTUNITIES (EEO) REQUIREMENTS [Applicable to all Contracts valued over \$25,000]

- A. In accordance with the Authority's Minority and Women Owned Business Enterprise Policy and with Article 15-A of the Executive Law and the regulations promulgated thereto, the Authority has established the following Equal Employment Opportunity Requirements. The EEO requirements are applicable to all Authority Contracts issued in excess of \$25,000 and/or where a Contractor has a work force of 10 employees or more working on an Authority Contract.
- B. The Contractor shall designate and make known to the Authority an EEO officer who will have the responsibility for and the authority to effectively administer their EEO program.
- C. **IF A CONTRACTOR DOES NOT SUBMIT, WITH ITS BID PROPOSAL, AN EEO POLICY STATEMENT AND STAFFING PLAN OR TOTAL WORK FORCE INFORMATION, THE BID WILL BE REJECTED UNLESS REASONABLE JUSTIFICATION FOR SUCH FAILURE IS PROVIDED IN WRITING OR A COMMITMENT IS MADE TO PROVIDE SUCH DOCUMENTS BY A DATE SPECIFIED BY THE AUTHORITY.**

EEO POLICY

It is the policy of the Authority to afford Equal Employment Opportunities regardless of race, creed, color, national origin, sex, age, disability or marital status. The EEO requirements also provide methods for Contractors to identify, recruit, and employ minority group members and women on State contracts. The parties agree as a condition of an Authority Contract to be bound by the provisions of Section 312 of Article 15-A of the Executive Law, as well as to any other applicable provisions under the law and this Contract.

1. DEFINITIONS

- A) Business Enterprise. Any entity, including a sole proprietorship, partnership or corporation which is authorized to and engages in lawful business transactions in accordance with New York State Law.
- B) Contractor. The person, partnership or corporation to whom the Authority's Procurement/Service Contract for Goods/Materials or Services is awarded.
- C) Equal Employment Opportunities (EEO). A Contractor and subcontractor's concurrence and active efforts to afford employment opportunities for minority group members and women without discrimination because of race, creed, color and national origin, sex, age, disability or marital status, and to employ and utilize minority group members and women in their work forces on Authority Contracts.
- D) Labor Force Availability Data. Data pertaining to the relevant availability and expected levels of participation of minority group members and women on Authority Contracts. The data are developed by the New York State (NYS) Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) and are based upon the most recent census data provided by the NYS Department of Labor, Bureau of Labor Market Information, aggregated into nine (9) Federal Occupational Categories. The nine Occupational Categories include: Official and Admin., Professionals, Office and Clerical, Skilled Craft, Operatives, Laborers, Technicians, Service Workers, and Sales Workers.
- E) Minority Group Member. A United States Citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - 1) Black persons having origins in any of the Black African racial group;
 - 2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;

- 3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - 4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- F) Staffing Plan (Form G-1). Describes the anticipated work force on an Authority Contract broken down by ethnic background, gender and specified occupational categories and required for all non-construction Contracts subject to EEO requirements, **prior to award**. The form of the staffing plan shall be provided by the Authority.
- G) Work Force Employment Utilization Reports (Form G-2, G-3 & G-4). **Required within ten (10) days of all contract awards**. It requires a breakdown of total hours worked by Federal Occupational Category, by number of employees, by gender and by ethnic categories for Non-Construction Contracts. Work Force Employment Utilization Reports shall be provided by the Authority.
- 1) Project Specific Work Force Reports. Required where the work force on an Authority Contract **can** be separated out from a Contractor's total work force. (Required quarterly)
 - 2) Total Work Force Reports. Required where work force on an Authority Contract **cannot** be separated out from a Contractor's total work force. (Required semi-annually)
- H) Monthly Work Force Employment Utilization Report - Construction (Form G-5). **Required within ten (10) days of all contract awards**. It requires a breakdown of total hours worked by Job Category, by number of employees by Federal occupational categories, by gender and by ethnic categories for Construction Contracts. The Monthly Work Force Employment Utilization Report - Construction shall be provided by the Authority.
- Referencing subparagraphs G1), G2), and H) above, if there has been no change in the work force quarterly, semi-annually or monthly, respectively, a written notice of such must be provided to the Authority.
- I) Goal. The term referring to the aim of ensuring that minority group members and women and certified businesses be given the opportunities for meaningful participation in employment on and in the performance of and Authority contract.

III. SUMMARY OF EQUAL EMPLOYMENT OPPORTUNITY REGULATIONS

- A. The new Equal Employment Opportunity (EEO) regulations provide methods for Contractors to identify, recruit and employ minority group members and women on State contracts. The regulations enable the State, with regard to minority group members and women, to measure utilization and to assist Contractors in expanding employment opportunities.
- B. The regulations are in accordance with Section 312 of Executive Law, Article 15-A, and are consistent with the State's policy of affording equal employment opportunities regardless of race, creed, color, national origin, sex, age, disability or marital status. The regulations apply to all State contracts, as defined by Article 15-A.
- C. RESPONSIBILITIES OF CONSTRUCTION CONTRACTORS ARE TO:
1. undertake or continue existing programs of affirmative action;
 2. submit to the Authority, prior to the award of the Contract, an EEO Policy Statement;
 3. ensure that all subcontractors comply with the EEO requirements;
 4. submit to the Authority, within ten (10) days of Contract award, a Work Force Employment Utilization Report including the same information now mandated by the federal government, such as employees' hours worked on activities related to the Contract broken down by specified ethnic background, gender and the construction related job titles; and
 5. provide the Authority with a Work Force Employment Utilization Report on a monthly basis throughout the life of the Contract.
 6. within five (5) business days of contract award, obtain from the Authority a copy of the New York State Labor Force Availability data document for its use in complying with EEO requirements.
- D. RESPONSIBILITIES OF COMMODITIES, SERVICES/CONSULTING, AND PROFESSIONAL CONSTRUCTION CONSULTANT CONTRACTORS ARE TO:
1. undertake or continue existing programs of affirmative action;
 2. submit to the Authority an EEO policy statement after a bid opening, but before the Contract is awarded;
 3. ensure that all subcontractors comply with the EEO requirements;
 - 4(a). submit to the Authority, pre-award, a staffing plan that describes the anticipated work force on the contract broken down by ethnic background, gender and specific occupational categories;
 - 4(b). or alternatively submit, pre-award, where the work force on the Contract can not be separated out from the contractor's total work force, information on the total work force broken down by ethnic background, gender and specified occupational categories;
 - 5(a). submit to the Authority, within ten (10) days of Contract award, a Work Force Employment Utilization Report including the total number of actual employees working on the Contract broken down by ethnic background, gender and specified occupational categories;
 - 5(b). or alternatively submit, within ten (10) days of Contract award, where the work force on the Contract cannot be separated out from the Contractor's total work force, semi-annual information on the total work force; and
 6. provide to the Authority, when the work force utilization information changes, revised work force utilization reports on a quarterly basis throughout the life of the Contract.
- E. RESPONSIBILITIES OF STATE AGENCIES ARE TO:
1. revise their annual goal plans to include steps that will be taken to implement and ensure compliance with the EEO requirements and any proposed modifications to the implementation of these requirements;
 2. supply to the successful Contractor a copy of New York State's Economic Development Labor Force Availability Data. The data is provided as a tool to aid in determining the expected level of participation consistent with the labor force availability and geographic locations of minority and women in the county where the work is being performed.
 3. provide quarterly reports to the DMWBD on Contractors' work force information broken down by ethnic background, gender and specified occupational categories;
 4. monitor Contractors' compliance with the EEO regulations and provide the DMWBD with written compliance findings annually;
 5. resolve noncompliance matters with Contractors. Those matters that cannot be resolved must be submitted to the Executive Director of the DMWBD; and
 6. conduct, on selected Contracts, in-depth analysis, evaluating whether, with regard to minority group members and women, the Contractor:
 - a) maintains a list of recruitment sources (available from DMWBD);
 - b) provides written notification to recruitment sources of job openings;
 - c) disseminates its EEO policy by including it in advertising; and
 - d) supports recruiting, hiring, apprentice training and internal EEO policies and procedures.



CONTRACTOR STAFFING PLAN

Form G-1

Project/RFP Title _____

Location of Contract:

County

ZIP

Contractor/Firm Name _____

Address

City

State

ZIP

Check applicable categories:

(1) Staff Estimates include:

☐ Contract/Project Staff

☐ Total Work Force

☐ Subcontractors

(2) Type of Contract:

☐ Construction Consultants

☐ Commodities

☐ Services/Consultants

Total Anticipated Work Force											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company Official's Name _____ Title _____

Company Official's Signature _____ Date _____

Telephone Number (____) _____



CONTRACTOR WORK FORCE EMPLOYMENT UTILIZATION REPORT
PROFESSIONAL CONSTRUCTION CONSULTANT FIRMS

Form G-2

Agency New York Power Authority /Code 99905

Reporting Period
Check one: ☐ Quarterly Report ☐ Semi-Annual Report

Contractor Firm Name _____

Address _____

City _____

State _____

Zip _____

Type of Report: ☐ Contract Specific

☐ Work Force

☐ Total Work Force

☐ Check if NOT-FOR-PROFIT

Federal ID/Payee Id No. _____

Check One: ☐ Prime Contractor ☐ Subcontractor

Contract Amount: \$ _____

Contract No. _____ Location of Work _____

County _____

ZIP _____

Product/Service Provided: _____

Contract Start Date: _____

Percent of Job Completed _____

Number of Employees

Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native		Total Percent Minority Employees	Total Percent Female Employees
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company Official's Name _____ Title _____

Company Official's Signature _____ Date _____

Telephone Number (____) _____

**WORK FORCE EMPLOYMENT UTILIZATION REPORT
PROFESSIONAL CONSTRUCTION CONSULTANT FIRMS
INSTRUCTIONS FOR COMPLETION**

PURPOSE: The *Work Force Employment Utilization Report for Professional Construction Consultant Firms* is prepared by all contractors, and subcontractors if any, providing professional construction (e.g. architectural, engineering) services to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the *contract specific work force* can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force *cannot* be separated out, the contractor's *total work force* is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Name of contracting state agency** and state agency code (five digit code).
2. **Reporting period** covered by report (mm/dd/yy to mm/dd/yy); **check** to indicate *Quarterly or Semi-Annual* Report.
3. **Contractor firm name** (prime contractor on summary report submitted to agency) and **address** (including city name, state and zip code); **check** if the contractor is a NOT-FOR-PROFIT.
4. **Type of Report:** **check** to indicate whether report covers (i) the *Contract Specific Work Force* or (ii) the *Company's Total Work Force* (in the event the contract specific work force cannot be separated out).
5. Contractor **Federal Employer Identification number** or payee identification number (prime contractor i.d. on summary report); **check** to indicate prime or subcontractor report.
6. **Contract Amount** is dollar amount based on terms of the contract.
7. **Contract number** is the agency assigned number given to the contract.
8. **Location of work** including county and zip code where work is performed.
9. Indicate **Product or Service provided** by contractor (brief description).
10. **Contract start date** is month/day/year work on contract actually began.
11. Contractor's **estimate of the percentage of work completed** at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine **Federal Occupational Categories (FOC's)** consistent with the Federal government's EEO-1 categories for the private sector labor force. These are: *Officials and Manager, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operative, Laborers and Service Workers*. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the *total number of all persons employed* in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) through (10) report the numbers of male and female *minority group members* employed, based on the following defined groups:

- ☐ **Black (not of Hispanic origin):** all persons having origins in any of the Black African racial groups;
- ☐ **Hispanic:** all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race;
- ☐ **Asian or Pacific Islander:** all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or Pacific Islands;
- ☐ **Native American or Alaskan Native:** all persons having origins in any of the original peoples of North America.

TOTAL % MINORITY = sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL % FEMALE = total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: column totals should be calculated (sum each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The Work Force Employment Utilization Report is to be completed by both prime and subcontractors and **signed and dated** by an *authorized representative* before submission. This **Company Official's name, official title and telephone number** should be printed or typed where indicated on the bottom of the form.

The *prime contractor* shall complete a report for its own work force, **collect** reports completed by each subcontractor, and **prepare a summary report for the entire combined contract work force**. The reports shall include the total number of employees in each occupational category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by *Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law*.



CONTRACTOR WORK FORCE EMPLOYMENT UTILIZATION REPORT
COMMODITIES FIRMS

Form G-3

Agency New York Power Authority /Code 99905

Reporting Period

Check one:

☐ Quarterly Report

☐ Semi-Annual Report

Contractor Firm Name _____

Address _____

City _____

State _____

Zip _____

Type of Report: ☐ Contract Specific

☐ Work Force

☐ Total Work Force

☐ Check if NOT-FOR-PROFIT

Federal ID/Payee Id No. _____

Check One: ☐ Prime Contractor ☐ Subcontractor

Contract Amount: \$ _____

Contract No. _____ Location of Work _____

County _____

ZIP _____

Product/Service Provided: _____

Contract Start Date: _____

Percent of Job Completed _____

Number of Employees											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												

Company Official's Name _____ Title _____

Company Official's Signature _____ Date _____

Telephone Number (____) _____

WORK FORCE EMPLOYMENT UTILIZATION REPORT
COMMODITIES FIRMS
INSTRUCTIONS FOR COMPLETION

PURPOSE: The *Work Force Employment Utilization Report for Commodities Firms* is prepared by all contractors, and subcontractors if any, providing goods, products or merchandise to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the *contract specific work force* can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force *cannot* be separated out, the contractor's *total work force* is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Name of contracting state agency** and state agency code (five digit code).
2. **Reporting period** covered by report (mm/dd/yy to mm/dd/yy); **check** to indicate **Quarterly or Semi-Annual** Report.
3. **Contractor firm name** (prime contractor on summary report submitted to agency) and **address** (including city name, state and zip code); **check** if the contractor is a NOT-FOR-PROFIT.
4. **Type of Report:** **check** to indicate whether report covers (i) the **Contract Specific Work Force** or (ii) the **Company's Total Work Force** (in the event the contract specific work force cannot be separated out).
5. Contractor **Federal Employer Identification number** or payee identification number (prime contractor i.d. on summary report); **check** to indicate prime or subcontractor report.
6. **Contract Amount** is dollar amount based on terms of the contract.
7. **Contract number** is the agency assigned number given to the contract.
8. **Location of work** including county and zip code where work is performed.
9. Indicate **Product or Service provided** by contractor (brief description).
10. **Contract start date** is month/day/year work on contract actually began.
11. Contractor's **estimate of the percentage of work completed** at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine **Federal Occupational Categories (FOC's)** consistent with the Federal government's EEO-1 categories for the private sector labor force. These are: *Officials and Manager, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operative, Laborers and Service Workers*. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the *total number of all persons employed* in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) through (10) report the numbers of male and female *minority group members* employed, based on the following defined groups:

- ☐ **Black (not of Hispanic origin):** all persons having origins in any of the Black African racial groups;
- ☐ **Hispanic:** all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race;
- ☐ **Asian or Pacific Islander:** all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or Pacific Islands;
- ☐ **Native American or Alaskan Native:** all persons having origins in any of the original peoples of North America.

TOTAL % MINORITY = sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL % FEMALE = total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: column totals should be calculated (sum each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The Work Force Employment Utilization Report is to be completed by both prime and subcontractors and **signed and dated** by an *authorized representative* before submission. This **Company Official's name, official title and telephone number** should be printed or typed where indicated on the bottom of the form.

The **prime contractor** shall complete a report for its own work force, **collect** reports completed by each subcontractor, and **prepare a summary report for the entire combined contract work force**. The reports shall include the total number of employees in each occupational category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by *Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law*.



CONTRACTOR WORK FORCE EMPLOYMENT UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS

Form G-4

Agency New York Power Authority /Code 99905

Reporting Period
Check one: ☐ Quarterly Report ☐ Semi-Annual Report

Contractor Firm Name _____

Address _____

City _____

State _____

Zip _____

Type of Report: ☐ Contract Specific

☐ Work Force

☐ Total Work Force

☐ Check if NOT-FOR-PROFIT

Federal ID/Payee Id No. Check One: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor Contract Amount: \$				Contract No. _____ Location of Work _____ County _____ ZIP _____ Product/Service Provided: _____ Contract Start Date: _____ Percent of Job Completed _____								
Number of Employees											Total Percent Minority Employees	Total Percent Female Employees
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin.												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers												
Operatives												
Laborers												
Service Workers												
TOTALS												
Company Official's Name _____ Title _____												
Company Official's Signature _____ Date _____												
Telephone Number (____) _____												

WORK FORCE EMPLOYMENT UTILIZATION REPORT
SERVICE and/or CONSULTANT FIRMS
INSTRUCTIONS FOR COMPLETION

PURPOSE: The *Work Force Employment Utilization Report for Service and/or Consultant Firms* is prepared by all contractors, and subcontractors if any, providing services (skilled or non-skilled) or professional consulting services to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the *contract specific work force* can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force *cannot* be separated out, the contractor's *total work force* is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Name of contracting state agency** and state agency code (five digit code).
2. **Reporting period** covered by report (mm/dd/yy to mm/dd/yy); **check** to indicate **Quarterly or Semi-Annual** Report.
3. **Contractor firm name** (prime contractor on summary report submitted to agency) and **address** (including city name, state and zip code); **check** if the contractor is a NOT-FOR-PROFIT.
4. **Type of Report:** **check** to indicate whether report covers (i) the **Contract Specific Work Force** or (ii) the **Company's Total Work Force** (in the event the contract specific work force cannot be separated out).
5. Contractor **Federal Employer Identification number** or payee identification number (prime contractor i.d. on summary report); **check** to indicate prime or subcontractor report.
6. **Contract Amount** is dollar amount based on terms of the contract.
7. **Contract number** is the agency assigned number given to the contract.
8. **Location of work** including county and zip code where work is performed.
9. Indicate **Product or Service provided** by contractor (brief description).
10. **Contract start date** is month/day/year work on contract actually began.
11. Contractor's **estimate of the percentage of work completed** at the end of this reporting period.

FEDERAL OCCUPATIONAL CATEGORIES: The contractor's work force is broken down and reported by the nine **Federal Occupational Categories (FOC's)** consistent with the Federal government's EEO-1 categories for the private sector labor force. These are: *Officials and Manager, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operative, Laborers and Service Workers*. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

TOTAL NUMBER OF EMPLOYEES: Record the *total number of all persons employed* in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) through (10) report the numbers of male and female *minority group members* employed, based on the following defined groups:

- ☐ **Black (not of Hispanic origin):** all persons having origins in any of the Black African racial groups;
- ☐ **Hispanic:** all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race;
- ☐ **Asian or Pacific Islander:** all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or Pacific Islands;
- ☐ **Native American or Alaskan Native:** all persons having origins in any of the original peoples of North America.

TOTAL % MINORITY = sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

TOTAL % FEMALE = total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

TOTALS: column totals should be calculated (sum each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

SUBMISSION: The Work Force Employment Utilization Report is to be completed by both prime and subcontractors and **signed and dated** by an *authorized representative* before submission. This **Company Official's name, official title and telephone number** should be printed or typed where indicated on the bottom of the form.

The **prime contractor** shall complete a report for its own work force, **collect** reports completed by each subcontractor, and **prepare a summary report for the entire combined contract work force**. The reports shall include the total number of employees in each occupational category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by *Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law*.

CONTRACTOR MONTHLY WORK FORCE EMPLOYMENT UTILIZATION REPORT - CONSTRUCTION

Form G-5

Agency New York Power Authority /Code 99905 Reporting Period

Contractor Firm Name _____ Address _____ City _____ State _____ ZIP _____

Federal Id/Payee Id No. _____ Check One: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor Contract Amount \$ _____				Contract No. _____ Location of Work _____ County _____ ZIP _____ Contract Start Date: _____ Percent of Job Completed: _____														
F=Foreman/Supv. J=Journeyworker A=Apprentice/Trainee	Job or Trade Category	**	Total Hours Worked During Reporting Period										Minority %	Female %	Total Number of Employees		Total Number of Minority Employees	
			Total Hours Worked All Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/Alaskan Native				M	F	M	F
			M	F	M	F	M	F	M	F	M	F						
Field Office Staff:																		
Professionals																		
Office/Clerical																		
Laborers	F																	
	J																	
	A																	
Equipment Operators	F																	
	J																	
	A																	
Surveyors	F																	
	J																	
	A																	
Truck Drivers	F																	
	J																	
	A																	
Iron Workers	F																	
	J																	
	A																	
Carpenters	F																	
	J																	
	A																	
Cement Masons	F																	
	J																	
	A																	
Painters	F																	
	J																	
	A																	
Electricians	F																	
	J																	
	A																	
Plumbers	F																	
	J																	
	A																	
Other:	F																	
	J																	
	A																	
GRAND TOTALS																		
Company Official's Name _____ Title _____																		
Company Official's Signature _____ Date _____																		
Telephone Number (____) _____																		

MONTHLY WORK FORCE EMPLOYMENT UTILIZATION REPORT - CONSTRUCTION
INSTRUCTIONS FOR COMPLETION

PURPOSE: The *Monthly Work Force Employment Utilization Report* is prepared by all construction contractors, and subcontractors to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government (e.g. U.S. Department of Labor) for reporting equal employment opportunity data. The report covers all hourly workers, including foremen, supervisors or crew chiefs, journey workers and apprentices or trainees working on the project. Professional and office clerical field office staff working on the contract shall also be reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. **Name of contracting state agency** and state agency code (five digit code).
2. **Reporting period** covered by report (month/year).
3. **Contractor or subcontractor firm name** (prime contractor on summary report submitted to agency) and **address** (including city name, state and zip code).
4. Contractor or subcontractor **Federal Employer Identification number** or payee identification number (prime contractor i.d. on summary report); **check** to indicate prime or subcontractor report.
5. **Contract Amount** is dollar amount based on terms of the contract.
6. **Contract number** is the agency assigned number given to the contract.
7. **Location of work** including county and zip code where work is performed.
8. **Contract start date** is month/day/year work on contract actually began.
9. Contractor's **estimate of the percentage of work completed** at the end of this reporting period.

JOB OR TRADE CATEGORIES: A field office staff category plus ten job categories are printed on the form. These are trades commonly used in construction. The categories are intended to be general in nature, and may include several occupational job titles. *IF trades other than those identified are required to perform work on the contract*, this work should be combined and reported in the "Other" category. Work level designations of foreman/supervisor (F), journeyworker (J), and apprentice/trainee (A) are included as separate entries for each standard job category; hours worked must be recorded opposite the appropriate work level for each.

TOTAL HOURS WORKED DURING REPORTING PERIOD: Record the total hours worked by all employees during the reporting period, regardless of ethnicity, under each job category in column (1) for males (M) and column (2) for females (F). In columns (3) thru (10) report the total hours worked by male and female *minority group members* of one of the following defined groups:

- ☐ **Black (not of Hispanic origin):** all persons having origins in any of the Black African racial groups;
- ☐ **Hispanic:** all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race;
- ☐ **Asian or Pacific Islander:** all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or Pacific Islands;
- ☐ **Native American or Alaskan Native:** all persons having origins in any of the original peoples of North America.

MINORITY % = sum of all minority group members (M and F) in job category divided by the total hours worked by all employees in that job category (column 1 + column 2).

FEMALE % = total hours worked by all female employees in the job category (column 2) divided by the total hours worked by all employees in that job category (column 1 + column 2).

TOTAL NUMBER OF EMPLOYEES: record the *total number of all persons employed* during the reporting period, regardless of ethnicity; report the numbers of male (M) and female (F) employees separately.

TOTAL NUMBER OF MINORITY EMPLOYEES: record the *total number of minority persons employed* during the reporting period; report the numbers of minority male (M) and minority female (F) employees separately.

GRAND TOTALS: column totals should be calculated for all job categories combined. Total minority and female percentages should be calculated as shown above, based on the column grand totals.

SUBMISSION: The **monthly** Work Force Employment Utilization Report is to be completed by both prime and subcontractors and **signed and dated** by an *authorized representative* before submission. This **Company Official's name, official title and telephone number** should be printed or typed where indicated on the bottom of the form.

The **prime contractor** shall complete a report for its own work force, **collect** reports completed by each subcontractor, and **prepare a summary report for the entire combined contract work force**. The reports shall include the total work hours for all employees in each work category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by *Part 542 of Title 9 Subtitle N of the NYCRR pursuant to Article 15-A of the Executive Law*.

APPENDIX H

TAX LAW REQUIREMENTS

New York State Tax Law Section 5-a became effective August 20, 2004 for all covered procurements initiated on or after January 1, 2005 and was subsequently amended effective April 26, 2006. It applies to contracts where (1) the total amount of contractor's sales delivered into New York State are in excess of \$300,000 for the four sales tax quarters immediately preceding the quarterly period in which the certification is made, and with respect to any contractors, subcontractors, or affiliates of contractors whose sales delivered into New York State exceeded \$300,000 for the four sales tax quarters immediately preceding the quarterly period in which the certification is made, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services have a value in excess of \$100,000. This law imposes upon contractors the obligation to certify, prior to the effective date of the contract, whether or not the contractor, its subcontractors, and affiliates of the contractors are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (DTF).

Contractor certification forms and instructions for completing the forms can be found at the website noted below. Proposed contractors should complete and return the certification forms within two business days of request prior to any contract award. Failure to respond timely may render a proposed contractor non-responsive and non-responsible. Proposed contractors shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law. In addition, if the contractor fails to make the certification required by New York Tax Law Section 5-a, or if, during the term of the contract, the approving agency discovers that such certification was false when made, then such failure or false certification will be a material breach of the contract, and the contract may be subject to termination if the approving agency determines that such action is in the best interests of the State of New York.

IMPORTANT NOTICE

In the case of a contract in which the terms provide for renewal upon expiration of an initial or subsequent term, the contractor must submit a certification document to the Authority, by the day prior to the commencement date of the next succeeding term of the contract. All covered contracts awarded, amended, extended, renewed or assigned on or after April 26, 2006 require form ST-220-CA to be filed with the Authority which certifies that ST-220-TD has been filed with the DTF and is up to date.¹

Contractors may call the DTF at 1-800-698-2931 for any and all questions relating to Tax Law Section 5-a and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.nystax.gov>

¹ All covered procurements initiated on or after January 1, 2005 and awarded prior to April 26, 2006 shall be governed by the former rules and procedures as described in <http://www.osc.state.ny.us/agencies/gbull/g222.htm>

Contractor Certification to Covered Agency

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

ST-220-CA

(6/06)

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	
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

[illegible]

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. This publication is available on our Web site, by fax, or by mail. (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.

If you have questions, please call our information center at 1 800 698-2931.

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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from
8:00 A.M. to 5:00 P.M. (eastern time),
Monday through Friday. 1 800 698-2931

To order forms and publications: 1 800 462-8100

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



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, please call 1 800 972-1233.

APPENDIX J
BIDDER/CONTRACTOR COMPLIANCE WITH
STATE FINANCE LAW §§ 139-J AND 139-K
PROVIDING FOR CERTAIN PROCUREMENT
DISCLOSURES

I. Disclosure of Persons or Organizations

This bid document, and any resulting contract, is subject to the provisions of New York State Finance Law §§ 139-j and 139-k providing for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions.

The State Finance Law requires the Authority to obtain identifying information on every individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity that contacts the Authority where a reasonable person would infer that the communication was intended to influence the Authority procurement during the Restricted Period. The “Restricted Period” refers to the period of time commencing with the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from bidders intending to result in a procurement contract and ending with the final contract award. The Authority is also obligated to collect information on whether such person or organization has a financial interest in the procurement.

Thereafter, the State Finance Law also requires the Authority to obtain such identifying information on every person or organization subsequently retained, employed or designated by or on behalf of the contractor to attempt to influence the procurement process. A covered agency or authority shall ensure that a contractor informs such agency or authority of persons or organizations subsequently retained, employed or designated by or on behalf of the contractor before the agency or authority is contacted.

In order to comply with these requirements, the bidder/contractor shall provide the Authority, as part of its proposal, with the names, addresses and other pertinent information as shown on the attached Form “J-1”, of all employees, outside firms, or other entities retained, employed, or designated by or on behalf of the contractor to attempt to influence the procurement process including, but not limited to, negotiation of any contract arising from the bid solicitation.

II. Bidder/Contractor Disclosure of Prior Non-Responsibility Determinations

The State Finance Law requires the Authority to make a determination of responsibility of the proposed awardee for a procurement contract. It also mandates consideration of whether a contractor has intentionally provided false or incomplete information under such provisions within the last five years, and whether a contractor has failed to timely disclose accurate and complete information or otherwise cooperate in the implementation of such provisions.

A failure to timely disclose such information shall be considered in the Authority's determination of responsibility of the bidder/contractor.

In order to assess this information, bidder/contractor shall complete the attached Form "J-2."

III. Bidder/Contractor Certification of Compliance

The State Finance Law requires that every procurement contract subject to its provisions contain a certification that all information provided to the Authority, as required by this Appendix J, is complete, true and accurate.

A procurement contract may be terminated upon a finding that an awardee intentionally provided false or incomplete information to the Authority as required by this Appendix J.

Bidder/Contractor shall complete the attached Form "J-3."

BIDDER/CONTRACTOR DISCLOSURE OF CONTACTS FORM**Procurement ID Number (RFP or Q No.):** _____**Bidder/Contractor Name:** _____**Address:** _____ **City:** _____ **State:** _____ **Zip Code:** _____**Person submitting this form:****Name:** _____**Title:** _____ **Telephone No.:** _____**(A) Bidder/Contractor Personnel** *(Include company officers, sales or marketing personnel, engineers, lawyers, insurance specialists and other personnel)*

	Name	Location	Title	Telephone No.	Financial Interest in the Procurement?
1.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

BIDDER/CONTRACTOR DISCLOSURE OF CONTACTS FORM**Procurement ID Number (RFP or Q No.):** _____**Bidder/Contractor Name:** _____**Address:** _____ **City:** _____ **State:** _____ **Zip Code:** _____**(B) Outside Person or Organization**

	Name and Company	Address	Title	Telephone No.	Financial Interest in the Procurement?
1.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.	_____	_____	_____	_____	<input type="checkbox"/> Yes <input type="checkbox"/> No

Contractor Disclosure of Prior Non-Responsibility Determinations

Bidder/Contractor Name: _____

Address: _____ **City:** _____ **State:** _____ **Zip Code:** _____

Person submitting this form:

Name: _____

Title: _____ **Telephone No.:** _____

Has any covered agency or authority made a finding of non-responsibility regarding the Contractor in the last five years?

☐ No ☐ Yes

If yes, was the basis for the finding of the Contractor's non-responsibility due to the intentional provision of false or incomplete information required by New York Power Authority or another state agency regarding certain procurement disclosures?

☐ No ☐ Yes

Covered Agency or Authority: _____

Year of Finding on Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

Contractor Certification of Compliance

Contractor certifies that all information provided to the Authority with respect to the Authority's updated procedures, consistent with New York State Finance Law §§ 139-j and 139-k, providing for certain disclosures is complete, true and accurate. Contractor affirms that it understands and agrees to comply with the practices of the Authority relative to permissible contacts as required by New York State Finance Law §§ 139-j(3) and 139-j(6)(b).

Bid/Contract Number _____

CONTRACTOR CERTIFICATION:

I certify that all information provided to the Authority with respect to the Authority's practices providing for certain disclosures is complete, true and accurate.

By (signature:) _____ Date: _____

Name (printed or typed:) _____

Title: _____

Contractor: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Appendix “N”
The New York State Iran Divestment Act of 2012
Iranian Energy Sector Divestment

This bid document and any resulting contract are subject to the provisions of New York State Public Authorities Law § 2879-c Iranian Energy Sector Divestment. This Appendix requires persons or organizations to certify that they do not ‘engage in investment activities” (as defined in section 2 below) in an energy sector of Iran and if they do, to take certain other actions.

1. As used in this section [§ 2879-c]:
 - a) “Energy sector” of Iran means activities to develop petroleum or natural gas resources or nuclear power in Iran.
 - b) “Financial institution” means the term as used in Section 14 of the Iran Sanctions Act of 1996 (Public Law 104-172; 50 U.S.C. 1701 note).
 - c) “Investment” means a commitment or contribution of funds or property, a loan or other extension of credit; and the entry into or renewal of a contract for goods or services.
 - d) “Iran” includes the government of Iran and any agency or instrumentality of Iran.
 - e) “Person” means any of the following:
 - i) A natural person, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
 - ii) Any governmental entity or instrumentality or a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act (22 U.S.C. 262r(c)(3).).
 - iii) Any successor, subunit, parent entity, or subsidiary of, or any entity under common ownership or control with, any entity described in subparagraph one or two of this paragraph.
2. For purposes of this section [§ 2879-c], a person engages in investment activities in Iran if:
 - a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or
 - b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on The List of Entities created by the Commissioner of General Services at www.ogs.ny.gov.
3. Notwithstanding any other provision of § 2879-c or any other law to the contrary, no state or local public authority or an interstate or international authority, or subsidiary thereof, shall enter into any contract for work or services performed or to be performed or goods sold or to be sold, with a person that is identified on a list created by the Commissioner of General Services pursuant to paragraph (b) of subdivision three of section one hundred sixty-five-a of the state finance law as a person engaging in investment activities in Iran as described in subdivision two of the section.

Appendix "N"

Contractor Certification of Compliance

Contractor certifies that all information provided to the Authority regarding Contractor's investment activities in the Iranian energy sector is complete, true, and accurate. Contractor affirms that it understands and agrees to comply with the practices of the Authority relative to permissible contacts as required by New York State Public Authorities Law § 2879-c and New York State Iran Divestment Act of 2012.

Bid/Contract Number: _____

CONTRACTOR CERTIFICATION:

"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 of Entities created by the Commissioner of General Services pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law."

By (signature): _____ Date: _____

Name (printed or typed): _____

Title: _____

Contractor: _____

Address: _____

City: _____ State: _____ Zip Code: _____

APPENDIX O

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

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

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

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

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

Definitions

For the purposes of this provision, a New York State Business refers to a business enterprise, including a sole proprietorship, partnership, or corporation which offers for sale or lease or other form of exchange, goods which are sought by the Authority and which are substantially manufactured, produced, assembled or distributed in New York State or services which are sought by the Authority and which are substantially performed within New York State.

Procurement ID Number (RFQ or Q No.):			
Bidder/Proposer Name:			
Address:	City:	State:	Zip Code:
Contact Name:			
Title:		Telephone No.:	

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

If yes, please identify New York State businesses that will be used if your firm is awarded this contract (if Not Applicable, enter “N/A” below):

	Name of Proposed NY Subcontractor or Supplier	Address (Street)	City	State	Zip	Indicate: “Subcontractor” or “Supplier”	Approx. Dollar Value of Sub/Supplier Contract, where available
1.							
2.							
3.							
4.							
5.							

AWARDEE'S NEW YORK SUBCONTRACTOR/SUPPLIER FORM
[To be submitted upon Contract Award]

Procurement ID Number (CONTRACT No.):			
Awardee Name:			
Address:	City:	State:	Zip Code:
Contact Name:			
Title:		Telephone No.:	

Please identify the New York State businesses that will be used for this contract:

	Name of NY Subcontractor or Supplier	Address (Street)	City	State	Zip	Indicate: “Subcontractor” or “Supplier”	Approx. Dollar Value of Sub/Supplier Contract, where available
1.							
2.							
3.							
4.							
5.							

BID/INQUIRY RESPONSE FORM

PLEASE READ AND RETURN IMMEDIATELY



New York Power Authority
123 Main Street
White Plains, New York 10601
Attention: Jennifer Travis

Bid/Inquiry No: Q15-5809JT
Due Date: Wednesday, March 18, 2015

RESPONSE (CHECK ONE)

- ☐ Yes, we will submit a proposal for the above Bid/Inquiry.
☐ No, we are unable to submit a proposal at this time.

REASON(S) FOR NOT BIDDING (Check all applicable boxes)

- ☐ Not our scope of work.
☐ Present work load too heavy at this time.
☐ Scope of work too small.
☐ Scope of work too large.
☐ Not enough time to bid. How much more time needed? _____
☐ Specification requirements too stringent (Please explain on separate paper).
☐ Commercial requirements too stringent (Please explain on separate paper).
☐ Contract Reporter notification received too late to respond. Date Received _____.
☐ Unable to meet Bond Requirements.
☐ Unable to meet Insurance Requirements.
☐ Unable to submit a competitive bid at this time.
☐ Key personnel unavailable at this time.
☐ Cannot meet Delivery or Schedule Requirements.
☐ Lack of experience.
☐ Other (Please Explain).

IF YOU ARE UNABLE TO SUBMIT A BID, DO YOU WISH TO RECEIVE FUTURE SOLICITATIONS FROM THE NEW YORK POWER AUTHORITY? ☐ YES ☐ NO

Name _____ Company _____
(Please Print)

Date _____ Telephone No. _____

(Mail or Fax this form to FAX No. (914) 681-6783)

Certificate of Insurance



This is to certify that the policies of insurance listed in this Certificate have been issued to the Named Insured and are in force and effect as of the date of this Certificate.

NYPA Contract No. Q15-5809JT	Description of Operations
Named Insured <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Sub Contractor	Address

Certificate Holder: **New York Power Authority**
123 Main Street
White Plains, New York 10601
Attn: Jennifer Travis

Type of Insurance	Insurance Co./ Policy #	Effective Date	Expiration Date	Limits per occurrence (thousands)	Deductible per occurrence (thousands)
General Liability _ Comprehensive Form _ Occurrence Form _ Claims Made Form _ Contractual Coverage _ Products/Compl. Ops.				BI PD CSL	
Auto Liability _ Any Auto _ All Owned Autos _ Scheduled Autos _ Hired Autos _ Non-Owned Autos				BI PD CSL	
Excess Liability _ Umbrella Form _ Other than Umbrella Form					
Other					

The issuer verifies that: 1) The New York Power Authority and the State of New York, have been named as additional insureds on the policies specified herein, excluding Workers' Compensation, Employer's Liability and Auto Liability, with respect to all operations, activities, work, services, items or performance relating to the contract indicated on this form; 2) The specified insurance policies have been endorsed to a) be primary to any and all other insurance coverage; b) contain cross liability coverage; and c) provide that the insurer has no right of recovery or subrogation against the Authority or the State of New York.

Date Issued	Name of Issuer	Title
Company	Address	
Signature of Authorized Representative		