



Request for Qualifications

For

Renewable Energy Project Co-Development

and/or Co-Investment Opportunities

RFQ No. Q24-7540KM RFQ

Release Date: March 12th, 2024

Questions Due: March 28th, 2024

Proposal Due Date: April 9th, 2024

All questions regarding this RFQ must be directed in writing to Kylie Murphy at NYPA.Bids@nypa.gov, subject of email to reference “RFQ Q24-7540KM RE Project Development & Investment Opportunities”. ***Deadline for submission of questions shall be 4PM EST, March 28th, 2024 close of business.*** All bid documents will be provided via email upon request.

All responses must be submitted via email to NYPARenewables@nypa.gov no later than **4:00PM EST Tuesday, April 9th, 2024.** **Subject of email should be “RFQ Q24-7540KM [YOUR COMPANY NAME] RESPONSE”.**



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1. EXECUTIVE SUMMARY

Through this request for qualifications (“RFQ”), the New York Power Authority (“NYPA” or “Authority”) seeks to engage one or more potential renewable energy project developers and/or investors (“Respondents”) based on their interest, background, and experience in relation to NYPA’s new expanded authority to develop, design, finance, build, own, and operate renewable energy generation and energy storage technologies including but not limited to solar photovoltaics (“PV”), wind, battery energy storage systems, green hydrogen, e-fuels, geothermal electricity, and related transmission projects (individually, “Project”).

The primary focus of this solicitation is to pre-qualify such Respondents for one or more of the categories of co-development including build-transfer and investment, and for one or more technologies listed above, to collaborate with NYPA for it to (1) acquire Projects under a sale and purchase agreement, build transfer agreement or other mutually agreed upon arrangement; (2) co-develop Projects under a joint development agreement or other mutually agreed upon arrangement; or (3) for investors to co-invest in said Projects developed by NYPA alone or in partnership with a private entity.

2. BACKGROUND

NYPA is a corporate municipal instrumentality and political subdivision of the State of New York (the “State”). NYPA was created in 1931 by Title 1 of Article 5 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State, as amended (the “Act”), to help provide a continuous and adequate supply of dependable electric power and energy to the people of the State.

The Authority generates, transmits, purchases and sells electric power and energy as authorized by law. The Authority’s customers include municipal and rural electric cooperatives located throughout the State of New York, investor-owned utilities, high load factor industries, commercial/industrial and not-for-profit businesses, and various public entities located within the metropolitan area of The City of New York (the “City”), including the City, and certain neighboring states.

On electricity generation, the Authority owns and operates five major generating facilities, eleven small electric generating units, and four small hydroelectric facilities in the State, with a total installed capacity of approximately 6,051 megawatts (“MW”). Approximately 80% of power produced by NYPA is low-cost, clean and renewable hydropower.

The Authority owns and maintains more than 1,400 circuit miles of high voltage (115 kV-765 kV) transmission lines helping to form the backbone of the statewide grid for electric power distribution in the State. These transmission lines carry power from generation sources to substation distribution centers, where they feed the lines that connect to individual customers. From power transformers and other major equipment to advanced monitoring and automated, instantaneous response capability, NYPA, coordinating with other transmission operators and the

New York Independent System Operator (“NYISO”), NYPA is continuously improving New York’s grid. NYPA undertakes transmission projects as authorized by the Act, and other state and federal statutes, and in coordination with other transmission owners to meet New York State environmental, electric reliability and economic needs. When a potential Authority transmission project is identified, the facilities are planned according to standards and criteria set forth by the NYISO, the New York State Reliability Council, the Northeast Power Coordinating Council and the North American Electric Reliability Corporation. In total, the Authority owns over 37% of the circuit miles of high voltage transmission in the State, and 14% of all circuit miles of transmission in the State.

NYPA aims to continue its history of innovation through support of renewable development in New York State. From smart generation and transmission to renewable energy, transportation and beyond, and with excellent corporate credit ratings (S&P: AA, Moody’s: Aa2; Fitch: AA), NYPA is well-positioned to help move the State into the new era of energy production, and towards meeting the State’s clean energy goals.

On May 3, 2023, Chapter 56 of the Laws of 2023 was enacted as a part of the 2023-2024 Enacted State Budget. Part QQ of Chapter 56 amended the Power Authority Act to give NYPA enhanced authority to, among other things: (1) build renewable energy generating projects to help the State of New York meet its climate change energy targets established in the Climate Leadership and Community Protection Act (“CLCPA”), provide or maintain an adequate and reliable supply of electrical power to the State, and establish and support the Renewable Energy Access and Community Help (“REACH”) Program to provide bill credits to low-income or moderate-income end-use electricity consumers in Disadvantaged Communities This new authority is codified primarily in subdivisions 27-a, and 27-b of Section 1005 of the Public Authorities Law (“PAL”) (collectively, “Enhanced Authority”).

On November 30, 2023, NYPA released its first annual Conferral Report called for by PAL §1005 (27-a), which addresses the State’s progress on meeting CLCPA goals, and the relationship between the NYISO generator interconnection process and the state’s progress on CLCPA goals, and summarizes the results of NYPA’s conferral on these issues with approximately 50 interested stakeholder groups.¹ Through the conferral process, private sector renewable developers, contractors, and companies expressed interest in opportunities to collaborate with NYPA to implement NYPA's Enhanced Authority.

By identifying potential partners to collaborate with on future renewable energy related projects, this RFQ facilitates NYPA’s implementation of its Enhanced Authority, and extend its support of and accelerate the State’s goals as codified in the CLCPA.

¹ [20231130-conferral-report \(nypa.gov\)](https://www.nypa.gov/20231130-conferral-report)

3. RESPONSE ELEMENTS & QUALIFICATIONS

Respondents are requested to outline their experience and qualifications as detailed below, and may provide additional information that they believe will help NYPA in determining its evaluation for pre-qualification. NYPA anticipates inviting Respondents that are qualified pursuant to this RFQ under future Requests for Proposals or other procurement functions where there will be the opportunity to submit complete project proposals, including terms and costs to explore opportunities further.

NYPA requests Respondents to limit their responses to no more than ten pages, not including any supporting documentation related to the response to any qualification elements below, and should clearly identify which element below is being addressed. Respond as “N/A” for any questions not applicable to your organization or proposed collaborative structure.

3.1. Preferred Qualification Category

Select your preferred category and technology of qualification. Multiple options may be selected.

- 3.1.1. Co-development (including build-transfer)
- 3.1.2. Co-investment
- 3.1.3. Preferred technology (solar PV, offshore wind, land based wind, battery or other energy storage technologies (specify other), green hydrogen and e-fuels, transmission)

3.2. Company Background

General background information including the following:

- 3.2.1. Company Name
- 3.2.2. Size
- 3.2.3. State of Incorporation
- 3.2.4. Geographic Location(s). Please provide office locations, and regions where you operate projects.
- 3.2.5. Does your company have any affiliate businesses?
- 3.2.6. Primary Contact (person’s name, email address, telephone number)

3.3. Experience

Description relating to the development and implementation of projects or other similar investment in the renewable energy sector. Any experience specific to the New York market should be highlighted in the RFQ response.

- 3.3.1. Outline your organization's experience: Depth and years of experience in developing or investing in projects related to technologies detailed in the Executive Summary of this RFQ. Supplement evidence with organization charts and/or resumes of relevant key personnel.
- 3.3.2. Outline your experience working with public entities as partners and counterparties.
- 3.3.3. Specify technologies your organization typically pursues or utilizes (e.g. solar photovoltaics ("PV"), land-based wind, offshore wind, hydroelectric, geothermal electricity, battery energy storage or other energy storage technologies, others please specify).
- 3.3.4. Outline relevant technical capabilities including but not limited to siting, site control or land acquisition, interconnection and permitting, of relevant projects and experience of the core team you intend to be collaborating with NYPA.
- 3.3.5. Outline relevant financial capabilities such as securing tax equity or monetizing federal tax benefits, and experience of the core team you intend to be collaborating with NYPA.
- 3.3.6. Outline relevant operational and maintenance including asset management and intelligence, capabilities and experience of your organization, as applicable.
- 3.3.7. Outline any experience or express interest in integrating agricultural practices with solar PV systems (i.e., agrivoltaics), and any experience you have interacting with New York State or local government entities regarding renewable development and agricultural practices.
- 3.3.8. Provide references for at least two (2) completed projects or projects currently in development for each generation or storage technology.
- 3.3.9. Outline your experience in U.S. public-private partnerships and preferably, in power related assets. Please note that the use of "partnership" is not intended to be limited to legal partnerships, but should be construed more broadly to mean any type of collaboration between you and a public entity have agreed upon responsibilities for project development or operation of a project (e.g., development agreement, joint venture, financial investment, build transfer).

- 3.3.10. Outline any existing equipment purchase agreements or arrangements to purchase domestic content for qualified equipment for renewable energy projects. Provide details on your ability to enter into such arrangements, if none currently exist and willingness to work with NYPA to satisfy or gather the appropriate information to waive Domestic Content Requirements, as dictated by Section 1608, Direct Pay of the Inflation Reduction Act

3.4. Financial Overview

- 3.4.1. Provide supporting financial information describing the financial strength of the Respondent's company. This information should include a high-level financial overview, profitability, and audited financial statements for the past three years (2021-2023) demonstrating corporate equity, cash and lines of credit. Provide third party rating, if any.
- 3.4.2. Provide details on the company's bonding capacity, and any letters from licensed surety demonstrating the same. Provide details of any existing liquidity support like letters of credit or lines of credit.

The following questions are for financial investors in the private equity space, and developers interested in joint development that find the information applicable, please provide the following in addition to the above questions.

Note: Investors that are pre-qualified under NYPA's previous RFQ Q22-7391RM do not need to respond to this RFQ.

- 3.4.3. Describe your overall family of funds, flagship fund, funds that will be used to support projects collaborating with NYPA.
- 3.4.4. Outline your existing financial investor relationships and examples of successful financings that have supported the corporation, and any project development including equipment supply and project level development.
- 3.4.5. Will a fund supporting NYPA projects be part of a larger infrastructure fund or its own vehicle?
- 3.4.6. What is the applicable fund size and uninvested amount (as of this RFQ) for NYPA renewable energy project opportunities?
- 3.4.7. If part of larger fund, how will you insure liquidity for NYPA investments?
- 3.4.8. Describe the investment strategy of the funds that could support NYPA projects including sector focus and the fund's deployment strategy/horizon to become fully invested. Is this an open fund?

- 3.4.9. Are you able to invest on a project-by-project basis?
- 3.4.10. Describe any commodity/currency or other concentration risks in the fund family?
- 3.4.11. Provide a description of the legal structure for the entity that would serve as NYPA's partner. Please include a legal structure annotated organization chart including the expected ownership to the extent a joint venture is contemplated.
- 3.4.12. Confirm that you are able to issue an equity funding letter to be used as supporting evidence of the partner ability to fund a minimum investment size. The letter should be sized by a person eligible to bind the organization and include: (1) approval process to commit funding, (2) the name and ownership structure of the investment vehicle that will carry the investment, including an organization chart that shows the ultimately beneficial owner, and affiliates of the owner, (3) investment capacity (financial statements or supplemental information) that indicates entity can provide at least up to the minimum investment size, (4) provide assurances that the contemplated NYPA projects meet all the entity's goals/investment policies.
- 3.4.13. Are you able to invest into electricity merchant price risk?
- 3.4.14. Will you be able to post a Letter of Credit for NYPA project investments that is issued by a bank with a rating of A-, A3 or greater and issued by a U.S. based bank or a U.S. branch of a foreign bank located in New York State?
- 3.4.15. Describe your decision-making process, governance committees, timelines, etc., for approvals on project collaborations.

3.5. Partnership Structure

- 3.5.1. What is your preferred collaborative structure? (Example: Joint development/venture, financial investment, build-transfer arrangement, direct sale to NYPA, etc.,)
- 3.5.2. Where applicable, what is your preferred targeted rate of return for the assets built under such an arrangement?
- 3.5.3. What is your typical strategy for use of leverage on these types of investments?
- 3.5.4. Would you be willing to provide NYPA a right of first refusal on the sale of any project interest?
- 3.5.5. What is your preferred investment point in a project's development cycle? And can you fund construction or pre-construction?
- 3.5.6. What is your preferred tenor and exit strategy?

- 3.5.7. Describe your willingness to participate with other partners or co-investors in a single project.
- 3.5.8. Are you willing to provide O&M services in projects that are 100% owned by NYPA?
- 3.5.9. What are your plans to utilize tax credit transferability vs. traditional tax equity financing?

3.6. Legal

- 3.6.1. Please describe any limitations on your ability to collaborate with NYPA on relevant projects considering the directives imposed on NYPA under Executive Order No. 16 (2022) regarding contracting with businesses conducting business in Russia.
- 3.6.2. Please describe any limitations on your ability to comply with the labor requirements in the Enhanced Authority, including the requirement that “All renewable energy generating projects subject to this subdivision and subdivision twenty-seven-b of this section shall be deemed public work and subject to and performed in accordance with articles eight and nine of the labor law. Each contract for such renewable energy generating project shall contain a provision that such projects may only be undertaken pursuant to a project labor agreement.”²
- 3.6.3. Are there other opportunities to collaborate on or limitations that would impede collaboration with NYPA that you identify through the Enhanced Authority?³
- 3.6.4. What legal counsel will you use to represent your team?

4. EVALUATION CRITERIA

Statements of Qualification will be assessed based on:

- Demonstrated knowledge of sector history, market players, sector dynamics, financeable structures, and applicable market incentives.
- Ability to customize collaborative structures to NYPA’s needs and limitations.
- Biographies or resumes of all principals and key personnel, and clear identification of match between scope and qualifications.
- Relevant recent track record of project development/deployment or investments in the energy sector.
- Demonstrated engagement and activity within New York State.
- Commitment of key principals to be engaged on the NYPA assignment.

² See PAL § 1005(27-a)(k); see also PAL § 1005(27-a)(m), (o).

³ See PAL § 1005(27-a)(n) (o) and (p).

- Size of team and ability to provide dedicated professionals to work such assignments.

Respondents may be invited to participate in conversations with NYPA in the form of one-on-one meetings and/or wider stakeholder meetings following submissions through this RFQ. The focus of these conversations will be to: (a) inform NYPA of your proposed current or future offerings and objectives, (b) further discuss your proposed solutions, and (c) discuss ways in which NYPA may support such objectives.

NYPA may choose to qualify one or several respondents under this RFQ and may combine collaborations to jointly develop or co-invest, where necessary and/or needed.

5. QUALIFICATION TIMELINE

The term of each selected Respondent qualification shall be for an initial term of five (5) years, with the potential to extend beyond the initial term. Any collaborative opportunities may be intermittent over the term of the qualification on an as needed basis. Qualification awards and periods are expected to be announced in 2nd quarter of 2024.

6. GENERAL CONDITIONS

6.1. Non-Disclosure & Confidentiality

NYPA is keenly aware that Respondents value non-disclosure extremely highly to protect confidential transaction terms and other competitive information and NYPA remains highly sensitized to usual and customary confidentiality practices. Nevertheless, certain State laws specifically apply to NYPA and it is recommended that careful consideration be given before confidential information is submitted.

All documents submitted by a Respondent are potentially 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 a Respondent(s) must be clearly marked and identified as such in your proposal [Public Officers Law § Section 87(2)9d)].

6.2. Restricted Period

During the Restricted Period, the Respondent must communicate only with the Designated Contract Person for this RFQ. The “Restricted Period” is defined to be the period commencing with the earliest written notice, advertisement or solicitation of a request for qualification statement, invitation for bids or solicitation of proposals, or any other method for soliciting a response from Respondents intending to result in a qualification and ending with the notice of qualification.

The Authority's Designated Contact Person during the formal bid period is Kylie Murphy. 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 prospective Respondent to fully comply with this requirement may result in the rejection of its Qualification Statement.

This RFQ does not commit NYPA to agree to participate in any transaction, proceed to negotiate any terms or definitive documentation, pay any cost incurred in preparing a response or to procure or contract for services or supplies. NYPA reserves the right to cancel in part or in its entirety this RFQ when it is in NYPA's best interest.

NYPA highly encourages all Respondents to onboard with our SAP Ariba platform to stay up to date on and participate in any future NYPA solicitations. Checkout Link to registration: <http://nypa.supplier.ariba.com/register> for more information.

Q24-7540KM Renewable Co-Developer or Co-Investor Opportunities

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

<u>Name</u>	<u>Address</u>
_____, President _____	
_____, Secretary _____	
_____, Treasurer _____	

Date and State or Province of Incorporation _____

If a Partnership

<u>Name of General Partners</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____

If an Individual

<u>Name of Individual</u>	<u>Address</u>
_____	_____



**NY Power
Authority**

If a Joint Venture

Name of Organizations

Addresses

**NEW YORK POWER AUTHORITY
OMNIBUS PROCUREMENT
CERTIFICATION**

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder 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 bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In the event that the bidder is unable to certify as stated above, the bidder shall provide a signed statement which sets forth in detail the reasons why the bidder is unable to furnish the certificate as required in accordance with Section 139-d(1)(b) of the State Finance Law.

NON-DISCRIMINATION CERTIFICATION – EO 177

In accordance with Executive Order No. 177, the bidder hereby certifies that it does not have institutionalized policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected statutes under the New York State Human Rights Law, Article 15 of the Executive Law. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

NEW YORK STATE IRAN DIVESTMENT ACT OF 2012 (Former Appendix N)

In accordance with Section 2879-c of the Public Authorities Law, by signing this page, 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 4 of section 165-a of the New York State Finance Law. The List of Entities is located at:

[Iran Divestment Act of 2012 | Office of General Services \(ny.gov\)](#)

REQUIREMENTS OF THE NEW YORK STATE FINANCE LAW (Former Appendix J)

1. Disclosure of Prior Non-Responsibility Determinations

Has any “government entity,” as defined in Sections 139-j and 139-k of the State Finance Law made a finding of non-responsibility regarding the bidder in the previous four (4) years where:

- 1) The basis for the finding of the bidder’s non-responsibility was due to a violation of Section 139-j of the State Finance Law? Yes No

If yes, please provide details regarding the finding of non-responsibility below. Attach additional pages, if necessary.

Government Entity: _____ Date of Finding of Non-Responsibility: _____ Basis of Finding of Non-Responsibility: _____ _____ _____

- 2) The basis for the finding of the bidder’s non-responsibility was due to the intentional provision of false or incomplete information to a governmental entity? Yes No

If yes, please provide details regarding the finding of non-responsibility below. Attach additional pages, if necessary.

Government Entity: _____ Date of Finding of Non-Responsibility: _____ Basis of Finding of Non-Responsibility: _____ _____ _____

2. Bidder’s Affirmation and Certification

By signing below, the bidder:

- 1) Affirms that the bidder understands and agrees to comply with the Authority’s procedures relating to permissible contacts in accordance with Sections 139-j and 139-k of the State Finance Law.

- 2) Certifies that all information provided to the Authority with respect to Section 139-k of the State Finance Law is complete, true, and accurate.

The bidder acknowledges that intentional submission of false or misleading information may constitute a felony under Section 210.30 of the Penal Law or a misdemeanor under Sections 210.35 or 210.45 of the Penal Law, and may also be punishable of a fine up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001 and hereby represents that all information contained here provided to the Authority is complete, true and accurate.

By: _____
(Signature)

Date: _____

Print Name: _____

Title: _____

Business Telephone Number: _____

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

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

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

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

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

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

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

Vendor Name: _____
(legal entity)

By: _____
(signature)

Name: _____

Title: _____

Date: _____

APPENDIX A
STANDARD TERMS AND CONDITIONS FOR NEW YORK POWER AUTHORITY CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, “the Contract” or “this Contract”) agree to be bound by the following clauses which are hereby made a part of the Contract (the word “Contractor” herein refers to any party other than the New York Power Authority [“Authority”], whether a contractor, licenser, lessor, lessee, or any other party):

I. LIEN LAW

The attention of the Contractor is specifically called to the provisions of Section 25 of the New York Lien Law, as amended, wherein funds received by a contractor under a contract for a public improvement constitute trust funds in the hands of such contractor and must be first applied to the payment of certain trust claims, as defined in Section 71 of the Lien Law. 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. WORKERS' COMPENSATION LAW

In reference to Section 142 of the State Finance Law, this Contract will be void and of no force and effect unless the Contractor provides and maintains workers' compensation coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

III. PAYMENT OF SALES AND COMPENSATING USE TAXES

- A. Except as provided in the following paragraphs of this section, the Contractor shall pay all applicable New York State (“State”) 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 for which the Contract expressly provided reimbursement.
- B. Pursuant to Sections 1116(a) and 1230(a) of the New York Tax Law, the Authority is an organization exempt from the payment of New York State and local sales and compensating use taxes on sales to or by the Authority of tangible personal 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 from the sales and compensating use taxes.

- C. Pursuant to Sections 1115(a)(15); 1116(a) and 1210(a) of the New York Tax Law, 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 part of such structure, building or real property.
- D. Pursuant to Sections 1115(12)(a) of the New York Tax Law and Section 1210(i)(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 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. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION

- A. Identification Number(s). The Contractor must submit, with every W-9 Form, the Contractor's identification number. The number is either or both of the following: (i) the Contractor's federal social security account number, or (ii) the Contractor's federal employer identification number. Failure to include such number or numbers may delay payment. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the Contractor does not have such numbers.
- B. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the Authority is mandatory. The principal purpose for which this information is collected is to enable the

Authority to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose as authorized by law. (2) The personal information is requested by the purchasing unit of the Authority. The information is maintained in the Authority's SAP database.

V. WAGE AND HOUR PROVISIONS

If this Contract is a public works contract covered by Article 8 of the New York Labor Law or a building service contract covered by Article 9 thereof, the Contractor understands and agrees that:

- A. No laborer, worker, mechanic, or other covered employee of the Contractor, its subcontractors, or another person doing or contracting to do the whole or a part of the work included in this Contract may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. In extraordinary circumstances where performing overtime work under the Contract may be warranted pursuant to Section 220 and the Authority must first certify a justification to the New York State Commissioner of Labor for the dispensation to become effective, the failure of the Authority to make such certification to the Commissioner will not entitle the Contractor to any damages whatsoever.
- B. Contractor, its subcontractors, and other persons performing work under this Contract must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the prevailing premium wages for overtime pay, as determined by the State Labor Department in the schedules of supplements and wages that are annexed to and form a part of the specifications for the work. The failure to have the 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. If the Commissioner of Labor makes a re-determination of those schedules after the Contract is awarded, the re-determined schedules will be deemed to be part of the Contract and effective as prescribed in the re-determination.
- C. 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.
- D. Failure of the Authority to make certification to the Commissioner of Labor shall not entitle the Contractor to any damages whatsoever. If this is a public work contract, the Contractor and all subcontractors must submit to the Authority, within thirty (30) days after issuance of its first payroll and

every thirty (30) days thereafter, a transcript of their original payroll records, subscribed and affirmed as true under penalties of perjury. The filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law is a condition precedent to payment by the Authority of any sums due and owing to any person for work done upon the project. The Contractor and each subcontractor must furnish any other information, on the Authority's demand, to verify that the provisions of the Labor Law governing hours of employment and prevailing rates of wages are being met.

- E. Pursuant to Section 220 of the Labor Law, any person convicted of a second offense within five years for willfully failing to pay or provide less than the prevailing wage rate or supplements must disgorge profits and shall not be entitled to receive any monies due and owing by the Authority on the Contract or subcontract, and the Contract shall be forfeited.

VI. NON-DISCRIMINATION REQUIREMENTS

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, military status, sex (including gender identity or expression), disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law.

In accordance with Section 220-e of the New York Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work, or for the manufacture, sale or distribution of materials, equipment, or supplies, and to the extent this Contract will be performed within New York State, the Contractor agrees that neither it nor its subcontractors will, by reason of race, creed, color, disability, sex, or national origin:

- A. Discriminate in hiring against any New York State citizen who is qualified and available to perform the work under this Contract or any subcontract hereunder; or
- B. Discriminate against or intimidate any employee hired for the performance of the work under this Contract or any subcontract hereunder.

If this is a building service contract as defined in Section 230 of the New York Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability:

- A. Discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or
- B. Discriminate against or intimidate any employee hired for the performance of work under this Contract.

The Contractor may be subject to penalties of \$50.00 per person per calendar day for any violation of Section 220-e or Section 239 of the New York Labor Law, as well as possible cancellation or termination of the Contract by the Authority and forfeiture of all moneys due hereunder for a second or subsequent violation of Section 220-e or Section 239.

VII. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the New York Labor Law and Section 139-h of the New York State Finance Law, if this Contract exceeds \$5,000, the Contractor agrees, as a material condition of the Contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 U.S.C.A. App. §§ 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the Contract's execution, such Contract, amendment, or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority within five (5) business days of such conviction, determination, or disposition of appeal.

VIII. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS

If this is a Contract for the construction of any public work, building maintenance, or improvement for or on behalf of the Authority, all wood products to be used under this Contract will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the New York State Finance Law, which prohibits the purchase or use of tropical hardwoods, unless specifically exempted by the Authority. Qualified for an exemption under this law will be the responsibility of the Bidder/Proposer to establish to meet with the approval of the Authority.

IX. SET-OFF RIGHTS

The Authority shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this Contract up to any amounts due and owing to the Authority with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

X. CONTRACT APPROVAL

This Contract may be subject to the Office of the State Comptroller's and/or the Trustees of the Authority's review and approval and, if such approval is required, then this Contract shall not be valid or binding on the Authority unless the Office of the State Comptroller and/or the Trustees review and approve the Contract.

XI. OTHER APPLICABLE LAWS AND REGULATIONS

Contractor and its subcontractors shall comply with all applicable laws, rules and regulations of such governments and governmental entities that have jurisdiction over its business and the work to be performed under this Contract. Any violation of those laws, rules and regulations, or any conditions or practices prescribed thereunder, that occurs in the performance of the Contract by the Contractor, or its

subcontractors will not relieve the Contractor of any of its obligations set forth herein. Any resulting penalties or expenses will be the responsibility of the Contractor and not of the Authority.

XII. CONFLICTING TERMS

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

APPENDIX B - PROMPT PAYMENT STATEMENT

The New York Power Authority (the "Authority") is providing this statement pursuant to Section 2880 of the New York Public Authorities Law, which states that each contractor doing business with the Authority must receive a copy of the Authority's rules and regulations detailing its prompt payment policy.

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"). 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: (1) selling materials, equipment or supplies or leasing property or equipment to the Authority; (2) constructing, reconstructing, rehabilitating or repairing buildings, highways or other improvements for or on behalf of the Authority; or (3) 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 the later of: (1) the date on which a 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 which, with regard to final payments on construction contracts, 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 (15) 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 judgment 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 E – REQUIREMENTS OF THE OMNIBUS PROCUREMENT ACT OF 1992

GENERAL REQUIREMENTS APPLICABLE TO ALL PROCUREMENT CONTRACT BIDS

- A. 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.

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

Empire State Development
Division of Small Business
625 Broadway, 8th Fl.
Albany, NY 12245
Phone: (518) 292-5100
Email: nylovessmbiz@esd.ny.gov
esd.ny.gov/doing-business-ny/small-business-hub

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

Empire State Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
Phone: (212) 803-2433
Email: mwbebusinessdev@esd.ny.gov
ny.newnycontracts.com

- B. The bidder acknowledges notice that the New York Power Authority (the "Authority") may seek to obtain offset credits from foreign countries as a result of this Contract, and agrees to cooperate with the Authority and the New York State Department of Economic Development in these efforts. The Authority may assign or otherwise transfer offset credits created by this Contract, directly or indirectly, to third parties located in New York State.
- C. By signing this Contract, the Contractor certifies that it is in compliance with the federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

REQUIREMENTS APPLICABLE ONLY TO PROCUREMENT CONTRACTS EQUAL TO OR GREATER THAN \$1 MILLION:

- A. By signing this Contract, the Contractor agrees to comply with the following requirements:
- a. Upon contract award, the Contractor will make reasonable efforts to encourage the participation of New York State Business Enterprises,¹ including certified minority and

¹ A "New York State Business Enterprise" is a business enterprise, including a sole proprietorship, partnership or corporation, which offers for sale or lease or other form of exchange, goods which are

women-owned business enterprises, as suppliers and subcontractors on this Contract. The Contractor will document its efforts to encourage such participation by demonstrating that it has done the following:

- i. Solicited bids, in a timely and adequate manner, from New York State Business Enterprises, including certified minority and women-owned businesses; or
- ii. Contacted the New York State Department of Economic Development to obtain listings of New York State Business Enterprises; or
- iii. Placed notices for subcontractors and suppliers in newspapers, journals, and other trade publications distributed in New York State; or
- iv. Participated in bidder outreach conferences.

The Contractor will retain documentation of its efforts and provide such documents to the Authority and/or New York State upon request.

Where New York State Business Enterprises are not available to participate as subcontractors or suppliers, the Contractor will provide the Authority with a statement indicating how it made that determination. If the Contractor does not intend to use any subcontractors on the Contract, it will provide a statement verifying that intent to the Authority.

- b. Once awarded the contract, the Contractor will also make reasonable efforts to notify New York State residents of employment opportunities on this Contract by listing any such positions with the Job Service Division of the New York State Department of Labor, or by providing notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor will document its notification efforts and will provide such documentation to the Authority and/or New York State upon request.
- c. Following notification of the Contract award, the Contractor will submit a completed Post-Award Compliance Report (**Attachment A**), along with all supplemental documentation, that shows its efforts to encourage participation of New York State business enterprises and residents on the Contract, as required by § 2879 of the New York Public Authorities Law.

sought by the corporation and which are substantially manufactured, produced or assembled in New York state, or services, other than construction services, which are sought by the corporation and which are substantially performed within New York state. For purposes of construction services, a New York State Business Enterprise means a business enterprise, including a sole proprietorship, partnership, or corporation, which has its principal place of business in New York State. N.Y. Public Authorities Law § 2879(5)(b)(ii).

ATTACHMENT A – CONTRACT AWARDEE POST-AWARD COMPLIANCE REPORT
(FOR PROCUREMENT CONTRACTS EQUAL TO OR GREATER THAN \$1 MILLION)

This report is required to be fully completed by the contractor upon notification of the contract award and submitted to the New York Power Authority, pursuant to the Omnibus Procurement Act of 1992 and New York Public Authorities Law § 2879.

Name of Contractor: _____ **Contract Number:** _____

1. The contractor has made reasonable efforts to encourage the participation of New York State (“NYS”) Business Enterprises as suppliers and subcontractors on this contract by doing the following **(check all that apply)**:

- Solicited bids, in a timely and adequate manner, from NYS Business Enterprises, including certified minority and women-owned businesses.
- Contacted the NYS Department of Economic Development (currently operating as Empire State Development) to obtain listings of NYS Business Enterprises.
- Placed notices for subcontractors and suppliers in newspapers, journals, and other trade publications distributed in NYS.
Please identify those publications: _____
- Participated in bidder outreach conferences.
Please identify those conferences: _____

If the contractor has done none of the above, please explain:

- 2. The contractor is in compliance with the federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended. Yes No
- 3. The contractor has made reasonable efforts to notify NYS residents of employment opportunities resulting from this procurement contract by listing any such positions with the Job Service Division of the NYS Department of Labor, or by notifying state residents in a manner that is consistent with existing collective bargaining agreements or contracts. Yes No

Attach all supporting documentation of notification efforts. If none, please explain:

By signing this Post-Award Compliance Report, the contractor certifies that the above information is true and all required supporting documentation is on file and available upon request to the New York Power Authority or New York State.

By: _____ **Date:** _____
(signature)

Print Name: _____ **Title:** _____

APPENDIX "F"

Computer Aided Design Requirements for New York Power Authority Drawings

General Information:

1. The following requirements shall apply to Computer Aided Design (CAD) drawings furnished to the New York Power Authority (NYPA) by Architecture, Engineering & Construction (AEC) firms, their subcontractors or other external resources hired by NYPA for the development of new and/or revision of existing design drawings.
2. Design drawings that depict facility modifications and installations shall be developed using NYPA supplied concurrent engineering copies, also referred to as "clones". These are controlled copies of facility record drawings that are created, numbered and formatted to NYPA standards. Clone drawings are created by the respective facility drafting department and are provided to external resources for the development of new and/or revision of existing design drawings.
3. A list of affected drawings shall be identified by the external resource. The list of affected drawings shall be provided to the Drafting Supervisor in a timely fashion to allow for the creation of concurrent engineering copies. For each requested drawing, two concurrent engineering copies will be created; one to be used for demolition and one for construction/modification.
4. In addition to the requested clone drawings, instructional materials will also be provided to the external resource to assist in the development of their design package per NYPA standards and in accordance with this document.

CAD Drawing Requirements:

5. All Computer Aided Design drawings shall be created and/or modified using officially licensed and currently supported AutoCAD software from Autodesk, Inc.
6. All raster images in existing hybrid drawings (combination of raster and CAD vector information) shall be edited using officially licensed and currently supported versions of Raster Design from Autodesk, Inc.
7. Drawings shall not be created or edited using other CAD related applications and then translated or converted into AutoCAD format unless approved in advance by NYPA's Director of Design & Drafting or designee.
8. All models in AutoCAD drawings shall be drawn at full scale in Model Space. All viewports in Paper Space shall be scaled to the noted view scale as depicted below the view name or as shown in the title block.
9. All geometry and annotation associated with the drawing model shall be placed in Model Space with the exception of general notes, reference drawing lists, legends and view labels which shall be placed in Paper Space.

10. Only the standard line types, shape files and fonts installed by AutoCAD shall be used when creating new drawings or editing existing NYPA drawings.
11. All AutoCAD objects shall be drawn with Color, Linetype, Lineweight and Plot Style properties set to ByLayer conforming to the legend provided on the clone drawing.
12. Red shall be used to depict modification, green for demolition, cyan for construction notes and black for existing details. Other colors shall not be used without prior approval from NYPA's Director of Design & Drafting or designee.
13. All drawing text shall be Romans.shx font and sized to correspond to 0.1000 height and 0.9000 width in Paper Space. This shall be used on all text and dimensions placed in Model Space. The only exception is for section, view and list descriptions where the standard height shall be 0.1875.
14. All layers shall be turned on and thawed with the exception of the X-TBLOCK layer which shall remain frozen. The X-TBLOCK layer is only used for concurrent engineering copies of original facility drawings.
15. AutoCAD blocks shall not be exploded.
16. CAD drawing files shall only contain one layout tab. Prior approval by NYPA's Director of Design & Drafting or designee is required if multiple layout tabs are deemed necessary to accurately depict portions of the whole model.
17. All external references in AutoCAD drawings shall be converted to standard local AutoCAD block definitions using the Insert method.
18. NYPA shall provide the AutoCAD plot style files associated with the requested drawings. The plot style file (NYPA.stb) shall not be altered in any way or substituted. NYPA drawings use the named plot style convention. No AutoCAD objects from a color based AutoCAD drawing shall be inserted into a NYPA drawing without prior conversion to the named plot style convention.
19. Drawing units are inch-pound and auxiliary orthographic projections shall be third angle.
20. The type and location of the planned design change may require specific guidance from NYPA's Design/Drafting Supervisors at the respective site where the files are managed. Examples include, but are not limited to, changes to line lists, valve lists or cable and conduit schedules.
21. Requests for new drawing numbers shall be directed to NYPA's Design/Drafting Supervisors at the respective site where the files are managed.

Submittal Requirements:

22. Hardcopy drawing submissions shall include a set of plotted drawings that include inked approvals and a New York State (NYS) Professional Engineer (P.E.) wet or embossed seal.

23. Electronic CAD files (.dwg) shall have the NYS Professional Engineer seal as an electronic facsimile or represented as text with the State's name, Engineer's name, License number and approval date in the space provided on each drawing for P.E. Seals.
24. Electronic CAD files (.dwg) shall be sent to NYPA for each approved submittal of bid, construction and record (as built) drawings. This shall include any subsequent revisions.
25. Individual portable document format (.pdf) files shall be provided for each CAD drawing along with a multi-page design web format (.dwt) of all drawings issued. The PDF/DWF files shall be created in full size without scaling. NYPA drawings typically conform to size Arch E1 (30" x 42") or as indicated on the layout tab.
26. A list of all submitted drawings shall be provided in a spreadsheet format (Microsoft Excel .XLS or equivalent) that contains the drawing number, original issue date, current revision number, and complete drawing title.
27. Electronic storage media (CD/DVD) containing AutoCAD and PDF files shall be clearly marked with the Vendor's name, NYPA Project name, NYPA Facility name and NYPA Contract number. The disc shall contain a full set of complete AutoCAD drawings including all approval signatures shown in AutoCAD text format.
28. Transmittals of hard copy drawings and storage media shall be delivered to the individual identified in the contract agreement. These requirements apply to drawings furnished for contract closeout or as record documentation.
29. Officially signed and P.E. sealed hardcopy plots shall not contain any other manually entered content other than signatures and wet seal.
30. Drawings and/or electronic files shall not contain any copyrighted information or entities which NYPA has not been granted full rights for use.
31. In accordance with NYPA's Configuration Management policy and procedures, any deviation to authorized design documents that result in a field modification affecting the original design intent requires a Change Request approved by the Engineer of Record or authorized designee prior to final implementation. All Change Requests shall be submitted to the NYPA representative identified in the contract agreement for final disposition prior to the commencement of any installation/modification activities.
32. Changes to previously released concurrent engineering copies ("clones") shall be identified with a revision cloud and a numbered triangle corresponding to the respective revision. The description in the revision block shall reference the change request number provided by the NYPA representative.
33. Final record drawings shall be submitted to NYPA within 60 days of construction completion and shall be in accordance with the requirements of this document. As built drawings shall depict the actual field conditions related to the modification and include all approved deviations/changes.
34. Any questions or exceptions related to the aforementioned requirements shall be submitted to NYPA's Director of Design & Drafting prior to the commencement of any design drawing work.

APPENDIX M
Use of Ultra Low Sulfur Diesel Fuel and
Best Available Retrofit Technology (BART) for Heavy Duty Vehicles

The New York Power Authority (Authority) is a regulated entity under 6 NYCRR Part 248. All Contracts to provide labor, services, materials and/or equipment on behalf of a regulated entity shall require the Contractor (a.k.a. Independent Contractor) to comply with 6 NYCRR Part 248. The Authority is required to collect information from Contractors which demonstrates compliance with 6 NYCRR Part 248 and to submit the collected information specified in Section C below to the New York State Department of Environmental Conservation (NYS DEC) as part of the Authority's Part 248 annual report. The Contractor is also required to keep records demonstrating compliance with Part 248 and make them available to the NYS DEC upon request. The full text of 6 NYCRR Part 248 can be found at <http://www.dec.ny.gov/regs/2492.html>.

A. APPLICABILITY:

1. Appendix M (Part 248) applies to all prime contractors using covered vehicles as defined below. Prime contractors are defined as any person or entity which contracts directly with a regulated entity and who is responsible for the completion of the contract with the regulated entity.
2. **COVERED VEHICLES:** Heavy Duty Vehicles (HDVs), which includes any on and off-road vehicles, powered by a diesel engine and having a gross vehicle weight of greater than 8,500 pounds except as noted below:
3. **EXEMPTED VEHICLES (Types):**
 - (a) Gasoline powered vehicles
 - (b) All vehicles less than 8500 gross vehicle weight (GVW)
 - (c) HDVs specifically listed in 6 NYCRR 248-1.1(b)(14) Definitions (refer to <http://www.dec.ny.gov/regs/56377.html>)

B. APPLICABLE REQUIREMENTS:

1. All diesel powered Heavy Duty Vehicles (HDVs), greater than 8500 GVW, owned by, operated by, or leased by the Contractor and used in the performance of the Contract/Purchase Order shall be powered by Ultra Low Sulfur Diesel Fuel (ULSD).
2. All diesel powered HDVs owned by, operated by, or leased by the Contractor and used in the performance of the Contract/Purchase Order shall utilize BART by December 31, 2013.

C. COMPLIANCE WITH THE BART REQUIREMENTS:

1. By September 1st or upon completion of the contract, the Contractor shall provide an inventory of all HDVs used in the performance of the Contract/Purchase Order according to the NYS DEC prescribed format (Appendix M – Attachment 1 entitled “Heavy Duty Diesel Vehicle Inventory List).

2. Compliance Options:

- (a) Model year 2007 and newer HDVs with an engine certified to the applicable 2007 EPA standard for particulate matter (0.01 g/bhp-hr) as set forth in section 86.007- 11 of title 40 of the Code of Federal Regulations (see Table 1 in 6 NYCRR Section 200.9) or to any subsequent USEPA standard for such pollutant that is at least as stringent; or
- (b) Retrofit Model Year 2006 and older HDVs with an EPA or California Air Resources Board (CARB) verified BART technology

3. BART Evaluation and Selection Process

- (a) BART shall be selected from the diesel retrofit technologies (products) verified by either the EPA or the California Air Resources Board (CARB).
- (b) The specific procedures for evaluating and selecting BART for each applicable HDV are found in 6 NYCRR 248 -3.1(f)(2) (see <http://www.dec.ny.gov/regs/56380.html>).

4. The Contractor shall:

- (1) fully document all steps performed in accordance with Paragraphs C. 2.(a) and C.2.(b) selection processes as described above;
- (2) make available or provide all documentation to the DEC upon its request; and
- (3) retain all documentation generated in Paragraphs C. 2.(a) and C. 2.(b) selection processes as described above, for five years or as long as the selected option is in use, whichever is longer.

5. The Contractor's failure to fully document the use of Paragraphs C. 2.(a) or C. 2.(b) or to provide such documentation shall be considered a violation of Subdivision 248-3.1(f) of 6 NYCRR Part 248 and is subject to applicable penalties.

D. DELIVERABLES:

- 1. The Contractor shall provide the following submittals:
 - (a) The completed HDV inventory form specified in C.1. above as follows:

<u>Contract Type</u>	<u>Submittal Schedule</u>
All Construction Work	Prior to commencement of construction related work
All Other Work/Services	Prior to commencement of the work/Services
Equipment	No later than thirty (30) days after order entry

2. The Contractor shall mail its submittal(s) to the attention of the “Procurement Department” at the appropriate Authority office below that originated the Contract/Purchase Order:

- New York Power Authority
123 Main Street
White Plains, NY 10601
- New York Power Authority Clark Energy Center
6520 Glass Factory Road
P.O. Box 191
Marcy, New York 13403-2100
- New York Power Authority Blenheim-Gilboa Power Project
397 Power Plant Access Road
P.O. Box 200
Gilboa, New York 12076
- New York Power Authority Niagara Power Project
5777 Lewiston Road
Lewiston, New York 14092-2199
- New York Power Authority
St. Lawrence/FDR Power Plant Robert Moses Power Dam
830 Barnhart Island
P.O. Box 700
Massena, New York 13662
- New York Power Authority Charles Poletti Power Project
31-03 20th Avenue
Astoria, New York 11105-2014

3. The Contractor’s failure to provide required submittals including but not limited to the correct NYPA Contract/Purchase Order Number, may delay payment of invoices.

IN WITNESS WHEREOF, I HEREBY CERTIFY that I am duly authorized to execute this binding certification on behalf of the Contractor, I have personally examined and am familiar with the provisions above, and I certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information in the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement in the submitted information may be punishable as a criminal offense, under Article 175 of the New York State Penal Law, and in accordance with any other applicable statute or regulation.

- Yes I am aware of the requirements and fully understand that failure to comply promptly may result in additional cost which shall be borne by the Contractor.
- No diesel powered vehicles greater than 8,500 GVW will be used.
- All diesel powered vehicles greater than 8,50GVW that will be used are exempt as defined in 248-1.1(b)(14).

Date: _____

Company Name: _____
(print or type)

Contractor Signature: _____

Print (or type) Name: _____

Print (or type) Title: _____

For New York Power Authority Official Use Only:

Contract/P.P. Number: _____

**Appendix M - Attachment 1
Heavy Duty Diesel Vehicle Inventory List
(Use additional worksheets as necessary)**

Contractor Name:	Contractor Address:
NYPA Contract/ Purchase Order #:	VEHICLE # (e.g., "1")
Instructions: 1. Contractor must submit one (1) completed form per vehicle. 2. Indicate "N/A" If any field is not applicable for the Vehicle 3. For definitions of the terms below, refer to 6 NYCRR Subpart 248-1	
VEHICLE IDENTIFICATION NUMBER (VIN):	
LICENSE PLATE NUMBER:	
ON-ROAD VEHICLE (Y/N) :	
OFF ROAD VEHICLE (Y/N) :	
VEHICLE DESCRIPTION TYPE VEHICLE/USAGE:	
ALTERNATIVE FUEL VEHICLE OR ENGINE (Y/N) :	
BI-FUEL VEHICLE (Y/N) :	
DEVICE RETROFITTED PRIOR TO FEBRUARY 12, 2007 (Y/N)	
ODOMETER READING OR ENGINE HOURS:	
DATE OF ODOMETER READING OR ENGINE HOURS:	
NAME OF FACILITY WHERE VEHICLE IS LOCATED:	
LOCATION OF VEHICLE ADDRESS:	
CITY OF VEHICLE LOCATION:	
STATE:	
GVWR:	
CHASSIS MAKE:	
CHASSIS MODEL:	
CHASSIS MODEL YEAR:	
ENGINE SERIAL NUMBER:	
ENGINE MAKE:	
ENGINE MODEL:	
ENGINE MODEL YEAR:	
ECM S/N:	
ENGINE DISPLACEMENT:	
RATED HP:	
ENGINE CLASS:	
NUMBER OF CYLINDERS:	
TURBOCHARGED OR NATURALLY ASPIRATED (T = TURBO & N = NATURALLY ASPIRATED) :	
RETROFIT PRODUCT NAME:	
RETROFIT CLASSIFICATION LEVEL NUMBER (I.E LEVEL 1, 2 OR 3) :	
DATE OF PRODUCT INSTALLATION:	
CARB FAMILY NAME (IF APPLICABLE):	
INSTALLER/VENDOR NAME:	

INSTALLER CONTACT INFO:	
OEM APC DEVICE INSTALLED TYPE (IF APPLICABLE):	
OEM EGR EQUIPPED (Y/N):	
NOX REFLASH (FOR NOX AFFECTIVE ENGINES ONLY) (Y/N)	
DATE OF NOX REFLASH:	
NOX REFLASH VERSION:	
ANNUAL USAGE (MILEAGE/HOURS) :	
DIESEL EMISSION OPACITY RESULTS:	
DATE OF EMISSIONS TEST:	
REPOWER WITH 2007 USEPA STANDARD FOR PM 0.01 g/bhp-hr (Y/N) :	
DATE OF REPOWER WITH 2007 USEPA STANDARD FOR PM 0.01 g/bhp-hr: :	
VEHICLE ENGINE RETIRE DATE:	
BART WAIVER ID #:	
ISSUE DATE OF BART WAIVER:	
FUEL CHARACTERISTIC TYPE - ULSD (Y/N) :	
QUANTITY OF ULSD USED:	

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

(12/11)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?
Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features
Telephone assistance
Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431
Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082
Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCELINK PO BOX 2248 GRAND RAPIDS MI 49501-2248	CONTACT NAME:	
	PHONE (A/C, No, Ext): (866) 972-7378	FAX (A/C, No): (800) 455-9611
	E-MAIL ADDRESS: BUSINESS.CUSTOMERSERVICE@FARMERSINSURANCE.COM	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: MARYLAND CASUALTY	19356
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 123677

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Y	Y		11/2/2012	11/2/2013	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ EXCLUDED GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY	Y	Y		11/2/2012	11/2/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
							\$
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

SALES, SERVICE OR CONSULTING / CERTIFICATE HOLDER IS DESIGNATED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY AS SUBJECT TO THE POLICY TERMS AND CONDITIONS.
WAIVER OF SUBROGATION APPLIES IN FAVOR OF CERTIFICATE HOLDER.

CERTIFICATE HOLDER

NY POWER AUTHORITY
AND THE STATE OF NEW YORK
123 MAIN ST.

WHITE PLAINS NY 10601

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
NEW YORK POWER AUTHORITY AND THE STATE OF NEW YORK	ALL OPERATIONS FOR NAMED INSURED
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

NEW YORK POWER AUTHORITY
AND THE STATE OF NEW YORK

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Example

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured Use street address only</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy</i>)</p>	<p>1b. Business Telephone Number of Insured</p> <p>k. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1 a"</p> <p>3c. Policy effective period</p> <p style="text-align: center;">to</p> <p>3(1. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (<i>Only check box if all partners/officers included</i>) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is lesser.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Reference Copy

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Reference Copy