



ParkAlbany

**Albany Parking Authority
25 Orange Street
Albany, NY 12207-2224**

**REQUEST FOR PROPOSALS RFP 2019-07
Mural & Accent LED Lighting
Quackenbush, Riverfront & Green-Hudson Parking Garages
Downtown Albany**

November 25th, 2019

PROPOSAL DUE DATE: Friday, January 17th, 2020 @ 2:00 PM EDT



Prepared By:

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This RFP has been developed specifically for the Albany Parking Authority for lighting painted murals and 787 views of garages including overpass murals under the 787 bridges. A mandatory walk-through will take place prior to submitting proposals.

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SECTION 1: NOTICE INVITATION TO BID

- 1.1 NOTICE IS HEREBY GIVEN THAT proposals for the mural and LED accent lighting, will be accepted at the Albany Parking Authority offices located at 25 Orange Street, Albany, NY 12207-2224 until the date listed below in Section 1.5. This RFP is a competitive process designed to serve the Authority's best interests and to provide Contractors a fair opportunity for consideration of their equipment and services. The request is open to all qualified firms and manufacturers able to deliver all required materials and functions specified in this RFP. Minority Business Enterprises and Women's Business Enterprises are encouraged to submit proposals.
- 1.2 The objective of this RFP is to light murals throughout all three parking garages with static white LEDs. Color changing LEDs will highlight the views from the Palace theater and the 787 bypass and walkway lighting on Green Street as identified in this RFP. All local, state, and federal laws must be adhered to by the selected Contractor. The procurement will be awarded to a single Contractor.
- 1.3 All proposals must consist of itemized pricing for materials, as well as all installation services necessary. The Authority reserves the right to accept minor irregularities contained in Proposals and the right to reject Proposals not submitted in compliance with this RFP.
- 1.3.1 Materials and Installation are to be bid as separate itemized pricing.
- 1.4 **The official responsible for administering this RFP, to whom all inquiries and correspondence should be addressed, is:**
- Sean Palladino, Associate Director
Albany Parking Authority
25 Orange Street
Albany, NY 12207-2224
(518) 434-8886
spalladino@parkalbany.com
- 1.5 **Proposal Format - Each Contractor must furnish one (1) hard copy and/or (1) electronic copy of its proposal to the individual referenced in section 1.4. The proposals must include specifications, summary of work to be performed and total cost, in a sealed envelope, which is clearly marked "Cost Proposal for Albany Parking Authority Mural and Accent LED Lighting – RFP-2019-07". Proposals are due Friday January 17th @ 2:00 PM EDT.**
- 1.6 Costs for developing any Proposal shall be the sole responsibility and shall be incurred at the sole risk of the Contractor, whether or not any award results from this solicitation. The Authority will not be responsible for any such costs or expenses incurred by Contractors under any circumstances.
- 1.7 If there are any discrepancies between the provided hard copies of the completed Proposals, the Authority reserves the right to use the most favorable version in the Authority's opinion as Contractor's response. Proposals received after the designated time will not be opened and will be removed from consideration. Telephone and faxed

proposals ***will not*** be accepted. Proposals that are received after the deadline specified in this RFP shall be returned unopened; provided, however, that a late Proposal may be considered if it is the only Proposal received. All hard copies and electronic proposals should be mailed or delivered to:

Albany Parking Authority
ATTN: Sean Palladino, Associate Director
25 Orange Street
Albany, NY 12207-2224

1.8 **Communication with Albany Parking Authority staff only:**

IMPORTANT: In order to preserve the fairness to all parties participating in this RFP process and to assure all Contractors receive equal information, Contractors are not authorized to communicate with any Authority staff other than the Authority's Associate Director (Sean Palladino) or the engineer of record (Abbott Energy) regarding the status of this RFP, the Authority's decision related to this RFP, or other questions related to the RFP process, other than as may be expressly permitted herein. Violation of this provision may be grounds for a disqualification of a Contractor.

1.9 **Exclusion for Existing Business:** Participating in this RFP process does not restrict your day-to-day business or operational communication with the Albany Parking Authority to facilitate preexisting business matters.

1.10 **Questions:** Any questions regarding this RFP must be submitted in writing, via email to the official responsible for administering this RFP, by **Tuesday, December 17, 2019 @ 2:00 PM EDT**. The Authority reserves the right, in its sole discretion, to select the questions to which it will respond, the questions that will be edited, and those questions and responses it will share with other Contractors. All responding Contractors will receive identical listings of those questions and answers selected by the Authority on the date noted in the Procurement Schedule without identifying the Contractor which submitted the Question. Questions will not be accepted or answered in any other manner.

1.11 The Albany Parking Authority will contact all Contractors about the status and outcome of the RFP process after reviewing all Proposals submitted in accordance with the RFP and reaching an award decision. The Authority reserves the right to conduct a bidder's conference as part of the review process.

1.12 Oral, telephone, facsimile or telegraphic modifications to a Proposal will not be accepted.

1.13 All prices included in the Cost Proposal shall be filled in ink or typed and must give actual cost of each product in line item pricing. Lump sum discounts will not be accepted.

1.14 All work to be performed under any contract entered into pursuant to this RFP (the "Contract") must be authorized in writing by the Albany Parking Authority prior to the commencement of such work. Any change orders must be authorized in writing by the Albany Parking Authority prior to commencement and signed off by the Executive Director.

- 1.15 Information to be presented with a Proposal must include:
 - a. Contractor's qualifications;
 - b. References and experience
 - c. Procurement schedule;
 - d. Proposed maintenance contract options;
 - e. Proposed warranty language;
 - f. Pricing for all equipment and services required;
 - g. Any such additional information as may be pertinent to provide the Authority with adequate information as to Contractor's ability to furnish the materials and services provided herein.

- 1.16 Any offer submitted by a Contractor as part of a Proposal must remain open and irrevocable for a period of 180 days from the deadline for submitting Proposals stated above.

- 1.17 Any failure to adhere to the provisions set forth in this RFP may result in the rejection of a Contractor's proposal. Proposals that are incomplete, conditional, or unclear may be rejected.

- 1.18 Any Contractor may withdraw its bid as stated in Section 6.2.4 at any time before the proposal due date and time established in Section 1.19.

1.19 Anticipated Procurement Schedule

The anticipated schedule for this procurement is as follows:

Issue RFP.....	Monday, November 25, 2019
Mandatory Walkthrough. Thursday, December 5, 2019, 10:00 AM, 25 Orange St, Albany NY 12207	
Project & RFP Questions Submitted to the Authority.....	Thursday, December 12, 2019
Submitted Answers to Questions Distributed.....	Tuesday, December 17, 2019
Proposals Due.....	Friday, January 17, 2020
Award Project Week.....	Friday, January 31, 2020

1.20 Evaluation Process

The evaluation process shall begin upon receipt of sealed proposals and continue until a Contract has been awarded or the procurement has been cancelled.

1.21 Evaluation

- a. The Authority will determine the bid submission provided which provides the best value to the APA. The Authority will award to the Contractor with the overall best bid based on the factors listed below:
 - i. The quality of the material and services offered

- ii. The ability, capacity and skill of the bidder to perform or provide the material or services
- iii. The capacity of the bidder to perform the Contract or provide the service promptly, within the time specified, and without delay or interference
- iv. Price: The cost of service programs, warranties, parts costs not covered by warranty, preventive maintenance inspections, fees for maintenance agreements that include parts and labor and ancillary charges for any other necessary equipment or services
- v. The character, integrity, reputation, judgment, training, experience and efficiency of the bidder
- vi. The ability of the Contractor to provide such future equipment, including additional upgrades, maintenance or service under this agreement, as may be needed.

1.22 Rule for Award

The Authority will select the proposal best meeting the needs of the Authority from a responsive and responsible Contractor, taking into consideration the factors noted in Section 1.21.

1.23 Prevailing Wage Rate

Certified payroll documentation is required for each hourly field employee working on this project under this scope of work.

SECTION 2: PROJECT SUMMARY

2.1 RELATED DOCUMENTS

- a. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

SUMMARY

- a. Section Includes:

- i. Project information.
- ii. Work covered by Contract Documents.
- iii. Lighting Fixture Schedule
- iv. Lighting Fixture Unit Count Per Area
- v. Owner Furnished Products.
- vi. Access to site.
- vii. Waste Management & Security.
- viii. Coordination with occupants.
- ix. Work restrictions.

- x. Specification and drawing conventions.

PROJECT INFORMATION









- a. Project Identification “Mural and Accent LED Lighting”
 - i. Project Location: (3) APA Garages, Quackenbush, Riverfront & Green-Hudson, located in downtown Albany.
- b. Owner: Albany Parking Authority
 - i. Owner's Representative: Sean Palladino, Associate Director
 - ii. Engineer: Abbott Energy
- c. Type of Contract
 - i. Project will be constructed under a single prime contract.

WORK COVERED BY CONTRACT DOCUMENTS

- a. The Work of Project is defined by the Contract Documents and consists of the following:
 - i. **E101: Riverfront (Colombia) – Control System Install (1); Fixt. Type F**
 - a. Power Supply to be Run from Controller Booth 277V Circuit
 - b. Install and Furnish Panel Housing for Controller Hub Unit
 - c. Network Connection to be Provided by APA in Controller Booth
 - ii. **E101: Riverfront (Colombia) – 787 façade (22) Up-Lights; Fixt. Type D**
 - a. Requires Low Voltage Control Wire
 - b. Power Supply to be Run from 277V Main Floor Lighting Circuit
 - c. Low Voltage Control Wire to Be Run to Main Controller Booth
 - iii. **E102: Green-Hudson – Control System Install (1); Fixt. Type F**
 - a. Power Supply to be Run from Pillar Control Room 277V Circuit
 - b. Install and Furnish Panel Housing for Controller Hub Unit
 - c. Network Connection to be Provided by APA in Pillar Control Room
 - iv. **E102: Green-Hudson – Heartbeat Mural (4) Down-Lights; Fixt. Type A**
 - a. Requires Photocell Controller for Circuit
 - b. Power Supply Conduit to be Run from 277V Top Floor Lighting Circuit
 - v. **E102: Green Hudson – Stairwell (16) Windows; Fixt. Type C**
 - a. Requires Low Voltage Control Wire
 - b. Power Supply to be Run from 120V LED Sign Panel Circuit
 - c. Low Voltage Control Wire to Be Run to Control Pillar Near Stairwell
 - vi. **E102: Green Hudson – Sidewalk (6) Down-Lights; Fixt. Type E**
 - a. Power Supply to be Run from 277V Lighting Circuit Near Gate Area
 - b. Photocell Included on Fixture Type – No Additional Control Needed
 - vii. **E103: Green Hudson – Post-Office Mural (3) Down-Lights; Fixt. Type A**
 - a. Power Supply to be Run from 277V Lighting Circuit Above Entrance
 - viii. **E103: Green Hudson – Post-Office Mural (3) Down-Lights; Fixt. Type A1**
 - a. Power Supply to be Run from 277V Lighting Circuit Outside Entrance
 - b. Requires Photocell Controller for Circuits
 - ix. **E103: Green Hudson – Doorway Wall-pack (2) Down-Lights; Fixt. Type E**
 - a. Power Supply to be Run from 277V Lighting Circuit at Existing Location
 - b. Photocell Included on Fixture Type – No Additional Control Needed
 - x. **E103: Green Hudson – Doorway Wall-pack (2) Down-Lights; Fixt. Type E1**
 - a. Power Supply to be Run from 277V Lighting Circuit at Existing Location
 - b. Photocell Included on Fixture Type – No Additional Control Needed
 - xi. **E104: Quackenbush – Control System Install (1); Fixt. Type F**
 - a. Power Supply to be Run from Main Electrical Closet 277V Circuit

- b. Install and Furnish Panel Housing for Controller Hub Unit
- c. Network Connection to be Provided by APA in Main Electrical Closet
- xii. **E104: Quackenbush – Bird Mural (5) Down-Lights; Fixt. Type A**
 - a. Requires Photocell Controller for Circuit
 - b. Power Supply Conduit to be Run from 277V Top Floor Lighting Circuit
- xiii. **E104: Quackenbush – Elevator Tower (7) Up-Lights; Fixt. Type B**
 - a. Requires Low Voltage Control Wire
 - b. Power Supply to be Run from 277V Top Floor Lighting Circuit
 - c. Low Voltage Control Wire to Be Run to Main Electrical Closet
- xiv. **E104: Quackenbush – Rear Stairwell (17) Windows; Fixt. Type C**
 - a. Requires Low Voltage Control Wire
 - b. Power Supply to be Run from 120V LED Sign Panel Circuit
 - c. Low Voltage Control Wire to Be Run to Main Electrical Closet
- xv. **E104: Quackenbush – Rear Façade (3) Up-Lights; Fixt. Type B**
 - a. Requires Low Voltage Control Wire
 - b. Power Supply to be Run from 277V Second Floor Lighting Circuit
 - c. Low Voltage Control Wire to Be Run to Main Electrical Closet
- xvi. **E104: Quackenbush – Tall Thin Trusses (10) Down-Lights; Fixt. Type A**
 - a. Power Supply to be Run from Existing 277V Lighting Circuit Under Roadway – Compliance Verification for Voltage Drop Need be Confirmed
 - i. Additional Costs for any additional power supply will be quoted separately, as required.
 - b. Requires Photocell Controller for Circuits – Verify Photocell Control
 - i. Additional Costs for any additional photocell control will be quoted separately, as required.
 - c. No use of drilling or tap screws in this location –
 - i. **MOUNTING CLIPS ONLY**
- xvii. **E104: Quackenbush – Short Wide Trusses (4) Down-Lights; Fixt. Type A**
Short Wide Trusses (8) Down-Lights; Fixt. Type A1
 - a. Power Supply to be Run from Existing 277V Lighting Circuit Under Roadway – Compliance Verification for Voltage Drop Need be Confirmed
 - i. Additional Costs for any additional power supply will be quoted separately, as required.
 - b. Requires Photocell Controller for Circuits – Verify Photocell Control
 - i. Additional Costs for any additional photocell control will be quoted separately, as required.
 - c. No use of drilling or tap screws in this location –
 - i. **MOUNTING CLIPS ONLY**

LIGHTING FIXTURE SCHEDULE

LIGHTING FIXTURE SCHEDULE								
IMAGE	TYPE	DESCRIPTION	LAMPS	VOLTAGE	MOUNTING	REMARKS	MANUFACTURER/MODEL	UNIT COUNT
	A	WALL SURFACE MOUNTED LINEAR LED WITH ASSYMETRIC OPTICS. EXTRUDED ALUMINUM HOUSING, POWDER COATED FINISH, TEMPERED GLASS LENS, OPERATING TEMPERATURE -20', FIVE YEAR WARRANTY, IP 67 RATED	4100K, LED	277	CANTILEVERED FROM ROOFTOP (CONCRETE BEAMS)	REMOTE POWER SUPPLY, 17WATT/FT	INSIGHT LIGHTING MEDLEY MX-17-40K-ASY-U-D-EAS12-48-REM-NO-XX-RPS-96W OR EQUAL	26
	A1	WALL SURFACE MOUNTED LINEAR LED WITH ASSYMETRIC OPTICS. EXTRUDED ALUMINUM HOUSING, POWDER COATED FINISH, TEMPERED GLASS LENS, OPERATING TEMPERATURE -20', FIVE YEAR WARRANTY, IP 67 RATED	4100K, LED	277	CANTILEVERED FROM ROOFTOP (CONCRETE BEAMS)	REMOTE POWER SUPPLY, 17WATT/FT	INSIGHT LIGHTING MEDLEY MX-6W-40K-ASY-D-EAS6-24-REM-NO-TN-LV OR EQUAL	11
	B	COLOR CHANGING AND ACTIVE WHITE ROTATABLE HEAVY DUTY DIE CAST ALUMINUM, POWDER COATED FINISH, TEMPERED GLASS LENS, OPERATING TEMPERATURE -25', FIVE YEAR WARRANTY, WET LOCATION CERTIFIED	RGBW LED	277	SURFACE (SILL) MOUNTED UPLIGHT (CONCRETE)	NARROW BEAM SPREAD	INSIGHT LIGHTING M02-50W-RGBW-D15-SM-277-DMXF/XX	10
	C	COLOR CHANGING AND ACTIVE WHITE WINDOW REVEAL. DIE CAST ALUMINUM, POWDER COATED FINISH, EXTERIOR PART STAINLESS STEEL, HIGH TRANSMISSION SAFETY GLASS, IP 65, 50,000 HOURS	RGBW LED	120	SURFACE (SILL) MOUNTED UPLIGHT (CONCRETE)	BATWING BEAM SPREAD DISTRIBUTION	ELECTRIX ILLUMINATION MARC-RGBW-12-X-6-B-MARC-U	33
	D	COLOR CHANGING AND ACTIVE WHITE INDIRECT 11" CYLINDER, EXTRUDED ALUMINUM, POWDER COATED FINISH, TEMPERED GLASS LENS, OPERATING TEMPERATURE -25', FIVE YEAR WARRANTY, WET LOCATION CERTIFIED	RGBW LED	277	SURFACE (SILL) MOUNTED UPLIGHT (CONCRETE)	NARROW BEAM SPREAD	INSIGHT LIGHTING CYNE-15-RGBW-0-WMU-277-DMX-XX-CRF	22
	E	ARCHITECTURAL, LOW PROFILE, HIGH EFFICIENCY LED WALL PACK. ALUMINUM HOUSING, STAINLESS STEEL HARDWARE AND POWDER COATED, FIVE YEAR WARRANTY, BATTERY BACKUP	4000K, LED	277	WALL MOUNTED AT 10' ABOVE GROUND	18W	RAB SLIM 18N/PC	8
	E1	ARCHITECTURAL, LOW PROFILE, HIGH EFFICIENCY LED WALL PACK. ALUMINUM HOUSING, STAINLESS STEEL HARDWARE AND POWDER COATED, FIVE YEAR WARRANTY, BATTERY BACKUP	4000K, LED	277	WALL MOUNTED AT 10' ABOVE GROUND	24W	RAB BRISKM32L-740/PC	2
	F	CRESTRON DIGITAL COMMUNICATION LIGHTING CONTROL SYSTEM TO TIE INTO EXISTING BACNET SYSTEM	NA	277	SEE DWG. FOR LOCATIONS	ONE PER GARAGE	CRESTRON GLDMX-1 UNIVERSE WITH CLASS 1 NEMA ENCLOSURE	3

LIGHTING FIXTURE UNIT COUNT PER AREA

MANUFACTURER/MODEL	TYPE	UNIT COUNT PER AREA				
		Riverfront (E101)	Greenbudson (E102)	Greenbudson (E103)	Quackenbush (E104)	Quackenbush - Trusses (E104)
INSIGHT LIGHTING MEDLEY MX-17-40K-ASY-U-D- EAS12-48-REM-NO-XX-RPS- 96W OR EQUAL	A	0	4	3	5	14
INSIGHT LIGHTING MEDLEY MX-6W-40K-ASY-D- EAS6-24-REM-NO-TN-LV OR EQUAL	A1	0	0	3	0	8
INSIGHT LIGHTING MQ2-50W-RGBW-D15-SM-277- DMXF/XX	B	0	0	0	10	0
ELECTRIX ILLUMINATION MARC-RGBW-12-X-6-B-MARC-U	C	0	16	0	17	0
INSIGHT LIGHTING CYNE-15-RGBW-0-WMU-277- DMX-XX-CRF	D	22	0	0	0	0
RAB SLIM 18W/PC	E	0	6	2	0	0
RAB BRISKM32L-740/PC	E1	0	0	2	0	0
CRESTRON GLDMX -1 UNIVERSE WITH CLASS 1 NEMA ENCLOSURE	F	1	1	0	1	0

OWNER-FURNISHED PRODUCTS

- a. Owner reserves to the right to purchase LED Lighting Fixtures associated with this project.
 - a. Bidders should include material bid costs as part of the bid package.
- b. Owner will furnish products indicated. The Work includes receiving, unloading, handling, storing, protecting, and installing Owner-furnished products.
- c. Owner-Furnished Products:
 - i. All LED lighting associated with this project.

ACCESS TO SITE

- a. General: Contractor shall have limited use of Project Site for construction operations as indicated by Contract Limits shown on Drawings and as indicated by requirements of this Section.
- b. Use of Site: Limit use of Project Site to work in areas indicated on Contract drawings. Do not disturb portions of Project Site beyond areas in which the Work is indicated.
 - i. Limits: Confine construction operations to sectioned off areas as defined by Owner and necessary to complete project work.
 - ii. Drive Isles, Parking Spaces, Walkways and Entrances: Keep drive isles and entrances serving premises clear and available to Owner, Owner's employees,

- and emergency vehicles at all times. Do not use these areas for or storage of materials. Parking will be limited to areas designated by owner.
- iii. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - iv. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

WASTE MANAGEMENT & SECURITY

- a. Construction Dumpster: Not required for this project but space will be provided in rear exterior parking area of Quackenbush Garage upon contractor request.
- b. EPA Waste Management Procedures: All hazardous materials to be disposed of accordingly to procedures set forth by EPA. Disposal receipts must be provided for material waste to APA upon project completion.
- c. Site Security: Maintain existing level of security during construction hours.
- d. Owner's maintenance staff will be on site Monday through Friday from 6 am until 4pm.
- e. All Contractor and Subcontractor employees shall arrange for ID badges provided by Owner. ID badges to be worn full time while on site.
- f. Site access will be managed through Owner's representative to be identified during project kick off.

COORDINATION WITH OCCUPANTS

1. Full Owner Occupancy: Owner will occupy site and during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Owner will provide swing space for office workers to vacate work zones, if required. Maintain existing exits unless otherwise indicated.
 - a. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - b. Notify Owner not less than 72 hours in advance of activities that will affect Owner's operations.

WORK RESTRICTIONS

1. Work Restrictions, General: Comply with restrictions on construction operations.
 - a. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
 - b. On-Site Work Hours: Limit work in the existing building to hours of 6:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.

- c. Weekend Hours: Weekend work hours will be coordinated for each individual occurrence. Hours will be limited for completion of work requiring weekend access.
 - d. Early Morning Hours: There shall be no early morning work hours.
 - e. Hours for Utility Shutdowns: Utility shutdown work hours will be coordinated for each individual occurrence. Hours will be minimized to complete only work required during shutdown.
 - f. Shift Hours: Contractor shall coordinate shifts as either 5 shifts of 8 hours or 4 shifts of 10 hours as necessary to complete work. Shifts to be coordinated with Owner.
2. Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - a. Notify owner not less than 3 days in advance of proposed utility interruptions.
 - b. Obtain Owner's written permission before proceeding with utility interruptions.
 3. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, or outdoor-air intakes.
 4. Controlled Substances: Use of tobacco products and other controlled substances on project site is not permitted.
 5. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

SPECIFICATION AND DRAWING CONVENTIONS

6. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - a. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
 - b. If specifications and drawings conflict on a specific point, the drawings shall generally govern. Please call such instances to the attention of the engineer for clarification.
7. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 - a. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
 - b. Abbreviations: Materials and products are identified by abbreviations scheduled on drawings.

SECTION 3: BID PROPOSAL CONTENT REQUIREMENTS

3.1 Technical Proposal Requirements

Title Page: Show the RFP number and title, your company name and address, name of the contact person for all matters regarding the RFP response, telephone number and Proposal date on the Title Page.

Letter of Transmittal: Each quotation shall include a letter of transmittal that bears the signature and title of an authorized representative of the Contractor. The letter should indicate that all information contained in the proposal is factually true, the Contractor's quotation is a firm offer for a period of at least 180 days and that the Contractor will comply with the terms of the RFP. The letter shall indicate the existence and nature of any contemplated sub-binding relationships. Any exceptions or changes to requirements of the RFP should be identified.

Contents: Proposal should have numbered pages throughout the document to ease reference work.

Item 1. Contractor Information: The Contractor shall provide a brief description of its organization, including:

- a. Official name of Contractor.
- b. Contractor's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.).
- c. Jurisdiction in which Contractor is organized and the date of such organization.
- d. Address of Contractor's headquarters and of any local office involved in the proposal.
- e. Contractor's Federal Tax Identification Number.
- f. A statement accepting all terms and conditions and requirements contained in the RFP.
- g. Name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the Authority, regarding the RFP response.
- h. A statement providing both the Contractor's authorization and request to any persons, firm, or corporation to furnish any information requested by the Authority in verification of your response to this RFP.

Item 2. Experience, Expertise and Qualifications:

The proposal shall provide details of the following:

Qualifications. Please describe your firm's qualifications, experience and capabilities as they pertain to the field described in this RFP.

References. Contractors are to provide a summary of representative current clients with details of the contract and work performed. Contractors must provide a contact person with phone number and email address for each reference. References should have similar scope, volume and requirements to those outlined in this RFP.

Reference information is to include:

- a. Company/Agency name
- b. Contact person (name and title), contact person is to be someone directly involved
- c. Complete street address
- d. Telephone number
- e. Type of business
- f. Dates of service
- g. Contract value

The Authority may also solicit information concerning the Contractor's performance on other contracts in terms of quality of services and compliance with budgets and performance schedules. The Authority may also consider historical performance in contracts entered into between the Contractor and the Authority. The Authority reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process. Contractors assume sole responsibility for any inaccuracies in the contact information provided for references. Incorrect contact information provided for a reference may result in the reference being stricken.

Item 3. Bid Form

The proposer shall provide all completed bid forms as provided in Addendum 1.

Item 4. Information Regarding: Failure to Complete Work, Default and Litigation:

Please respond to the following questions:

- a. Have you ever failed to complete any work awarded to you? If so, where and why?
- b. Have you ever defaulted on a contract? If so, where and why?
- c. Is there any pending litigation that could affect your organization's ability to perform this agreement? If so, please describe.
- d. Has your firm ever had a contract terminated for cause within the past five (5) years? If yes, provide details.
- e. Has your firm been named in a lawsuit related to errors and omissions within the past five (5) years? If yes, provide details.
- f. During the past seven (7) years, has your firm ever filed for protection under the Federal bankruptcy laws? If yes, provide details.
- g. Are there any other factors or information that could affect your firm's ability to provide the services being sought about which the Authority should be aware?

Item 5. Exceptions, Alternatives, and Amendments: Contractors wishing to take any exceptions or provide alternatives to any requirement in the RFP shall state and explain such exceptions or alternatives in this section. The Authority is **under no obligation to accept proposals** which take exception to any requirements in this RFP, or which offer any alternative to a requirement herein, as well as consider such exceptions and alternatives in evaluating responses. Any exception or alternative must be clearly delineated and cannot materially affect the substance of this RFP.

Item 6. Additional Data: The Contractor may include in this section any additional information that the Contractor wishes to bring to the attention of the Authority that is relevant to this RFP.

SECTION 4. EQUIPMENT

Proposals must include a detailed description of the proposed equipment provided.

4.1 Warranty

Equipment shall have maximum warranty on parts and labor offered by the manufacturer with a minimum of a 5-Year Manufacturer Warranty. Contractors shall provide a breakdown of warranties provided. Contractor shall provide a 1-Year Installation Warranty on Labor for the Project. These shall include basic warranties.

4.2 Service

Contractor shall provide timely response for any service calls.

SECTION 5: COST PROPOSAL FORMAT

- 5.1 Price(s) quoted shall be the total cost the Authority will pay for this project including all other charges.
- 5.2 All prices quoted shall be in United States dollars and "whole cent," no cent fractions shall be used.
- 5.3 Proposers must also provide pricing of maximum warranty on parts and labor offered by the manufacturer. Total monthly pricing shall incorporate any warranty costs.
- 5.4 Delivery: Proposal must include all charges to deliver the required supplies to the Authority at 25 Orange Street, Albany NY 12207.
- 5.5 Provide the following:
 - a. Schedule, including length of term, early termination/purchase options and grand total.
 - b. Additional Costs: Disclose any additional out of pocket costs the Authority may incur, including documentation fees, charges due at lease termination, etc.

- c. Sample Agreement: Provide a sample agreement for review.
- 5.6 Non-Performance: Non-performance by the Contractor will cause damage to the Authority by undermining the Authority's ability to manage the City's parking resources. If the Contractor fails to provide the equipment and services per the schedule provided by the Contractor per Section 1.16, the Authority shall have the right to terminate the Contract upon ten (10) business day's written notice to the Contractor.
- 5.7 Hold Harmless: To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, the Authority, its board and council members, officers, employees, agents and volunteers ("Indemnitees"), through legal counsel reasonable acceptable to Authority, from any and all Losses arising out of or relating to any of the following: (i) performance or nonperformance of the Contract by Contractor or its Contractors of any tier; (ii) activities of the Contractor or its Contractors, of any tier; (iii) the payment or nonpayment by the Contractor or any of its Contractors, of any tier; and (iv) any personal injury, property damage or economic loss to third persons associated with the performance or nonperformance by the Contractor or its Contractors, of any tier. However, nothing contained in this provision shall be construed as obligating the Contractor to indemnify any Indemnitee for Losses resulting from the Indemnitee's sole or active negligence or wrongful misconduct. Contractor shall take steps to assure that a right indemnification is included in all subcontracting agreements.
- 5.8 All pricing in Proposals will be used to set the beginning point of negotiation. All final negotiated prices will be stated in the executed purchase agreement upon approval by the Albany Parking Authority.

SECTION 6: INSTRUCTION TO BIDDERS

6.1 COMPLIANCE STATEMENT

- 6.1.1 Proposals must be in compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification of a Proposal.

6.2 RFP RULES

- 6.2.1 The Contractor is solely responsible to seek clarification, if needed, of any portion of the RFP. All requests by Contractors for clarification of the RFP must be in writing, via email to the official responsible for administering this RFP, by **Thursday, December 12th 2019 @ 2:00 PM EDT.** The Authority will not respond to requests for clarification received after that time. Failure by a Contractor to seek clarification of any portion of the RFP shall not relieve the Contractor from its representations as set forth hereinabove nor serve as the basis for any claim by the Contractor that it was mistaken or misled in connection with the preparation of its Proposal.
- 6.2.2 Interpretations, corrections, and changes to the RFP will be made by the Authority through addenda to the RFP. Failure of a Contractor to receive an RFP addendum

shall not entitle the Contractor to an extension of the Proposal due date nor shall it permit the submission of any additional Proposal information after the deadlines set forth in the Proposal due date.

- 6.2.3 All Proposals must be submitted, filed, made, and executed in accordance with applicable Laws, whether such applicable Laws are expressly referred to herein or not.
- 6.2.4 All Proposals may be withdrawn at any time upon written notice to the Authority at the place for receipt of Proposals prior to the deadline for submittal of Proposals. Proposals withdrawn prior to the due date for receipt of Proposals may be resubmitted up to the deadline for submission of Proposals.
- 6.2.5 The Authority reserves the right to waive minor or clerical irregularities, errors or omissions in the information contained in any Proposal or in regard to any Contractor's compliance with Proposal process, and to make all final determinations with respect to the information provided in any Proposal.

6.3 RESPONSE FORMAT

- 6.3.1 Contractors should provide responses to all, but is not limited to, all the information inquired in the RFP. Refer to Section 3 for format and requirements of the RFP.

6.4 DELIVERY OF PROPOSAL

- 6.4.1 All Proposals are to be delivered by **Friday, January 17th 2020 @ 2:00 PM EDT**, to:

Albany Parking Authority
ATTN: Sean Palladino, Associate Director
25 Orange Street
Albany, NY 12207-2224

- 6.4.2 The Contractor assumes full and sole responsibility for timely receipt of the completed Proposal at the above-listed location. Proposals that are received after the deadline specified in this RFP shall be returned unopened; provided, however, that a late Proposal may be considered if it is the only Proposal received.
- 6.4.3 Contractor must furnish one (1) hard copy and/or one (1) electronic copy of its Proposal.

6.5 INTERPRETATIONS AND AMENDMENTS

- 6.5.1 Nothing stated or discussed orally during any Q&A, interview or other session shall alter, modify, or change the requirements of the RFP. Only interpretations, explanations, or clarifications of this RFP that are incorporated into a written addendum to this RFP issued by the Authority should be considered by Contractors.

6.6 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

6.6.1 If a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the Authority of such error in writing and request modification or clarification of the document. The Authority will make modifications by issuing a written amendment. Contractors are responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in this RFP prior to submitting a Proposal, or any such request shall not be accepted.

6.6.2 The terms Contractor, Proposer, bidder or contractor may be used interchangeably in this RFP.

6.7 INFORMATION PROVIDED BY AUTHORITY

6.7.1 Information included in or provided with this RFP is provided solely for the convenience of the Contractors. No representation or warranty of any kind is made by the Authority as to the accuracy or completeness of the information included in or provided with this RFP. Contractors are solely responsible for conducting such independent due diligence investigations as may be necessary for the proper preparation of their Proposal. The Authority and its employees, agents and advisors are not responsible for the completeness or accuracy of any information distributed or made available, orally or in writing, during this RFP process.

6.8 CANCELLATION OR MODIFICATION OF SOLICITATION AND REJECTION OF ANY AND ALL PROPOSALS

6.8.1 The Authority reserves the right, at its sole discretion, to pursue any and all actions it deems in its best interest regarding this RFP, including but not limited to:

- a. Issue Addenda to the RFP;
- b. Request additional information and/or clarification from Contractors;
- c. Extend the deadline for submitting proposals;
- d. Withdraw this RFP;
- e. Clarify, modify or amend and reissue the RFP;
- f. Reject any and all proposals;
- g. Reject or accept proposals that do not fully comply with the requirements of the RFP as detailed within this RFP, its attachments, addenda, or clarifications;
- h. Reject or accept incomplete proposals, proposals containing errors, inconsistencies, proposals not submitted with the proper number of copies, proposals submitted after the deadline, or proposals with other process or content errors or deficiencies;
- i. Award the Contractor without further discussion or negotiation;
- j. Issue subsequent RFP's for the same, similar, or related services;
- k. Amend the agreement resulting from this proposal;
- l. Request final and best offers from one or more bidders;
- m. Negotiate pricing with the highest ranked proposal;
- n. Terminate the agreement resulting from this proposal; and
- o. Take any other action deemed to be in the best interest of the Authority.

6.8.1 The Authority reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of the Authority. Any such waiver shall not modify any remaining RFP requirements or excuse the Contractor from full compliance with

the RFP specifications and other contract requirements if the Contractor is awarded the Contract.

6.8.2 The Authority reserves the right, after reviewing the Proposals, to waive any informality in the Proposals and to invite those qualified for further negotiation.

6.8.3 Receipt of a Proposal by the Authority or submission of a Proposal to the Authority confers no rights upon the Contractor, nor does it obligate the Authority in any manner. The Authority reserves at its sole discretion, the right to determine which Contractors are qualified to submit Proposals.

6.9 ACCEPTANCE OF PROPOSALS

6.9.1 The Authority shall review all proposals that are submitted properly. However, the Authority reserves the right to request clarifications or corrections to proposals. For Proposals to be reviewed, the submitting firm must be in good financial standing with the Authority and be current on all licenses and contractual requirements, if any, with the Authority.

6.10 CONDUCTING INVESTIGATIONS/REQUESTING SUPPLEMENTARY INFORMATION

6.10.1 The Authority reserves the right to conduct investigations with respect to the qualifications, experience and representations of the Contractor and Contractor associates and to require Contractors to supplement, clarify, or provide additional information in order for Authority to evaluate the Proposal submitted. Each Contractor team member, through its request for and receipt of this RFP and participation in this RFP, consents to such investigations.

6.11 OWNERSHIP AND DISCLOSURE

6.11.1 Proposals received in response to this RFP will be maintained by the Authority and are matters of public record, other than proprietary contents and pricing, and subject to public inspection except for the time reserved for review by the Authority. To the extent allowed by applicable law, the Authority will not disclose Proposal contents during the period falling between the Proposal Submission and the date of the Notice of Intent to Award the project. However, all information, other than proprietary contents, pricing or information noted as confidential, submitted by Contractors becomes a matter of public record upon Notice of Intent to Award the project and as required by applicable law.

6.11.2 Notwithstanding the foregoing, Contractors recognize and agree that neither the Authority nor its staff, agents, employees, representatives, nor its advisors shall be responsible or liable in any manner for any losses that a Contractor or any of its agents, employees, or representatives may suffer from the disclosure of information or materials to third parties or any other claims or damages resulting from this RFP process.

6.11.3 All Proposals (other than portions thereof subject to confidentiality, patent or copyright protection) will fully become the property of the Authority permissible under applicable law upon submission. Regardless of the outcome of this RFP process, the Authority,

in accordance with all applicable laws, reserves the right to use all information, documents, data, concepts, and other items contained therein, for its own purposes in any manner it elects to do so without further cost to the Authority.

6.12 OTHER INSTRUCTIONS TO BIDDERS

6.12.1 **Examination of Documents:** By submitting a Proposal, Contractor represents that it has thoroughly examined and become familiar with the work, products and content required by this RFP and that it is capable of performing quality work to achieve the Authority's requirements.

6.12.2. **Non-Discrimination:** The firm represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

6.12.3. **Notice of Award:** The Authority will inform all Contractors of its intent to award a Contract to the selected Contractor in writing.

6.12.4. **Other Information for Proposal Submittals:** Contractors are welcome to submit any additional information, functions and/or attachments with their Proposal to enhance the competitiveness of the Contractor in the RFP process. All information must relate to and benefit the project and/or its ongoing operations

6.12.5. **Public Work.** The work conducted by Contractor pursuant to this RFP is "public work" as such term is defined by Article 8 of the New York Labor Law, and all labor will be paid at Prevailing Wages in accordance with the Prevailing Wage Schedule ("PWS") to be provided by the Albany Parking Authority. Neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in Article 8 of the New York State Labor Law, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Contractor warrants to comply with all relevant legal requirements, including but limited to the required submission and retention of certified payroll records by Contractor and any of Contractor's subcontractors.

SECTION 7: INSURANCE AND SECURITY REQUIREMENTS

7.1 The selected proposer will be required to procure and maintain at its own expense the following insurance coverage:

- a. **Workers' Compensation, Disability, and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries in the amount of coverage required by law.

- b. **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than one million dollars (\$1,000,000) per occurrence.
 - c. **Automobile Liability Insurance:** A policy or policies with limits of not less than one million dollars (\$1,000,000) for each accident because of bodily injury, sickness, or disease, including death at any time, resulting there from, sustained by any person caused by accident; and a policy or policies with limits of not less than one million dollars (\$1,000,000) for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- 7.2 Each policy of insurance required shall be in form and content satisfactory to the Albany Parking Authority, and shall provide that:
- a. The Albany Parking Authority is named as an additional named insured on a primary and non-contributing basis.
 - b. The insurance policies shall not be changed or cancelled until the expiration of thirty (30) days after written notice to the Authority.
 - c. The insurance policies shall be written on an occurrence basis and automatically renewed upon expiration and continued in force unless the Authority is given sixty (60) days written notice to the cancellation.
- 7.3 No work shall commence under the contract until the selected proposer has delivered to the Authority or its designee proof of issuance of all policies of insurance required by the Contract to be procured by the selected proposer. If at any time, any of said policies shall be or become unsatisfactory to the Authority, the selected proposer shall promptly obtain a new policy and submit proof of insurance of the same to the Authority for approval. Upon failure of the selected proposer to furnish, deliver, and maintain such insurance as above provided, the contract may, at the election of the Authority, be declared suspended, discontinued or terminated. Failure of the selected proposer to procure and maintain any required insurance shall not relieve the selected proposer from any liability under the contract, nor shall the insurance requirements be constructed to conflict with the obligations of the selected proposer concerning indemnification.

SECTION 8: NON-COLLUSIVE PROPOSAL CERTIFICATE & ACKNOWLEDGMENT

- 8.1 Each proposer shall complete and submit with its, his, or her proposal the attached "Non-Collusive Proposal Certificate" and the "Acknowledgment".

SECTION 9: BIDDER RESPONSIBILITY AND NEW YORK STATE FINANCE LAW §§139-j and 139-k

- 9.1 Pursuant to State Finance Law §§139-j and 139-k, this request for proposals ("RFP") includes and imposes certain restrictions on communication between an Authority (Albany Parking Authority and any other government entity) and an

Offeror/bidder during the procurement process. An Offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit offers (in this instance, the release of this RFP) through final award and approval of the resultant contract by the Authority ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). The designated staff member for this RFP, as of the date hereof, is Sean Palladino, Associate Director of the Authority. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror/bidder is debarred from obtaining governmental Procurement Contracts. Additionally, the above law requires certain affirmations to be provided to the Authority by bidders and that certain provisions be contained within any contract/award resulting from this RFP. Specifically, the following forms/information is provided:

- a. The Authority must obtain from all Offerors the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The affirmation is attached as Exhibit 1 to this RFP and must be completed and returned to the Authority when submitting a bid.
- b. The Authority must include a disclosure request regarding prior non-responsibility determination in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The required form is attached as Exhibit 2 and is to be completed and returned to the Authority when submitting a bid.
- c. The Authority must obtain from all Offerors a required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to the certification and provide it to the procuring Government Entity. This certification is attached as Exhibit 3 to this RFP and must be completed and returned to the Authority when submitting a bid.
- d. New York State Law §139-k (5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Authority to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below:

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

SECTION 10: PERFORMANCE AND LABOR AND MATERIALS PAYMENT BOND

- 10.1 The Contractor shall provide Payment and Performance bonds in the amount of 100% of the contract price before the award of the contract. No work shall commence under the contract until proof of the procured Payment and Performance bonds has been delivered to the Authority. Failure of the Contractor to procure Payment and Performance bonds may, at the election of the Authority, result in the suspension, discontinuance, or termination of the contract.

NON-COLLUSIVE PROPOSAL CERTIFICATE

PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-D; and/or
NEW YORK STATE GENERAL MUNICIPAL LAW SECTION 103-d

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in the proposal have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(Date)

(Signature)

(Name and title)
(Printed name and title)

(Name of firm)

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2019, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he/she/they severally acknowledged to me that he/she/they executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2019, before me personally appeared _____ to me known, who, being by me sworn, did say that he/she is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he/she knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he/she signed his/her name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 2019, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

EXHIBIT 1

Offeror affirms that it understands and agrees to comply with the procedures of the APA relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address:

EXHIBIT 2

Offeror Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____

Signature

Name: _____

Title: _____

EXHIBIT 3

Offeror Certification:

I certify that all information provided to the APA with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address:

SECTION 10: EXTERIOR LIGHTING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- a. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- a. This Section includes exterior lighting units, and accessories.

1.03 DEFINITIONS

- a. Lighting Unit: A luminaire or an assembly of luminaires complete with a common support, including pole, post, or other structure, and mounting and support accessories.
- b. Luminaire (Light Fixture): A complete lighting device consisting of lamp(s) and ballast(s), when applicable, together with parts designed to distribute light, to position and protect lamps, and to connect lamps to power supply.

1.04 SUBMITTALS

- a. Product Data: For each type of lighting unit indicated, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:
 - 1) Materials and dimensions of luminaires.
 - 2) Certified results of laboratory tests for fixtures and lamps for photometric performance.

1.05 QUALITY ASSURANCE

- a. Testing shall be conducted in accordance with the applicable IES and ANSI-approved methods for products using the applicable sources.
 - 1) Provide a test report from a laboratory that is either:
- b. Accredited by the National Voluntary Laboratory Accreditation Program (NLVAP) or one of its Mutual Recognition Arrangement (MRA) signatories;
- c. or,
A CALiPER-recognized laboratory
http://www1.eere.energy.gov/buildings/ssl/test_labs.html.
 - 1) LM-70 and LM-80 laboratory test results must be produced using specified LED packages(s)/modules(s)/array(s) and power supply combinations that will be used in production.
 - 2) LED Product Data: For each type of lighting luminaire, arranged in order of luminaire designation. Include data on features, accessories, finishes, and the following:

- Physical description of luminaire including dimensions.
 - Driver including driver efficiency, catalog code, input watts, and device reliability.
 - Luminaire Lighting Facts Label (www.lightingfacts.com)
 - It is acknowledged that a label is not possible for every possible configuration of a product line.
 - However, the label is important. Manufacturer must demonstrate the label for at least one parking structure luminaire that they manufacture.
 - Luminaire photometric reports per IES LM-79, including laboratory name, report number, date, luminaire catalog number, luminaire, and light source specifications.
 - Initial lumen output of luminaire and ambient temperature and drive current at which the lumens are rated.
 - Mean (also known as design) lumen output of light source and percentage of rated life in which mean/design value derived.
 - CCT of light source
 - CRI of light source.
- d. Comply with Illuminating Engineering Society of North America (IESNA)
- LM64-01 - Photometric Measurements of Parking Areas
 - LM-79-08 – IESNA Approved Method for the Electrical and Photometric Measurement of Solid-State Lighting Products
 - LM-80-08 - IESNA Approved Method for Measuring Lumen Maintenance of LED Sources
 - RP-20-98 – Recommended Practice for Lighting Parking Facilities
 - TM-15-11 – Luminaire Classification System for Outdoor luminaires
 - Comply with NFPA 70 – National Electric Code
 - Comply with ANSI/IEEE C2 – National Electrical Safety Code
 - Comply with ASHRAE Standard 90.1-2010
 - Underwriter’s Laboratory (UL)
 - UL 1449 – Surge Protective Devices
 - UL 1598 – Luminaires
 - UL 8750 Light Emitting Diode (LED) Equipment for Use in Lighting Products
- e. Lighting Fixtures
1. See Lighting Fixture Schedule in Section 2

1.06 WARRANTY

- a. LED Luminaire Warranty
- 1) Provide a comprehensive written 5-year parts and labor warranty for entire luminaire, including luminaire finish. Warranty shall include on-site replacement. On-site replacement includes transportation, removal, of failed product and installation of new product. Finish warranty shall include warranty against failure or substantial deterioration such as blistering, cracking, peeling, chalking, or fading.
 - 2) Provide a written **5-year** replacement material warranty for defective or non-starting LED source assemblies.

- 3) Provide a written **1-year** replacement installation warranty for defective labor and work associated with incorrect installation procedures.

PART 2 - PRODUCTS

2.01 GENERAL

- a. Luminaire shall be the type indicated on Drawings and as specified. Luminaires of same type shall be of one manufacturer.
- b. Luminaires shall be of the types and manufacturers described in section 2.2, with light source, wattage and voltage as indicated on Drawings. Specific manufacturer and model number references are indicated as a standard of performance and quality; other manufacturers' models may be supplied provided the product meets or exceeds the specifications, as described in Section 2.02, below.
- c. All luminaires shall be baked-on enamel or powder-coated, unless otherwise specified in subsections below.

2.02 SUBSTITUTION OF PRODUCTS

- a. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitution.
- b. Substitution of materials will be considered but the substituted products must be equal or superior to the specified items in every characteristic. For lighting fixtures, this includes efficiency, color rendering, color temperature, photometric distribution, lamp life, warranties, IP rating, and other relevant characteristics. For substitution to be accepted, contractor must prepare full photometrics to prove equivalency. Engineer reserves the right to charge contractor for time required to review all characteristics of proposed substitutions.
- c. The burden of proof as to the merits of a proposed substitution is upon the Contractor requesting the substitution.
- d. The Engineer's decision of approval or disapproval of a proposed substitution shall be final.
- e. Provide line by line pricing for material and labor that satisfies utility incentive program using substituted LED fixtures.

2.03 LUMINAIRE REQUIREMENTS

- a. Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- b. Metal Parts: Free from burrs, sharp corners, and edges.
- c. Sheet Metal Components: Corrosion-resistant aluminum, unless otherwise indicated. Form and support to prevent warping and sagging.
- d. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- e. Exposed Hardware Material: Stainless steel.

- f. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and ultraviolet radiation.
- g. Lenses and Refractors: Materials as indicated. Use heat- and aging-resistant, resilient gaskets to seal and cushion lens and refractor in luminaire doors.

2.04 POWER-SUPPLY UNIT (DRIVER REQUIREMENTS)

- a. LED drivers shall meet the following requirements:
 - Drivers shall have a minimum efficiency of 85% at specified loading.
 - Drivers shall have a starting temperature -40° C.
 - Input voltage shall be capable of 120-277, 347, or 480 (±10%) volt, single phase or as required by the site.
 - Power supplies can be UL Class I or II output.
 - Drivers shall have a PF of: ≥ 0.90.
 - Drivers shall be RoHS compliant.

PART 3 - EXECUTION

3.01 INSTALLATION

- a. Luminaire Attachment: Fasten securely to structure. Fixtures shall be plumb and level and correctly aimed. Fixtures shall not rotate or change position due to vibration or wind pressure.
- b. Install lamp luminaires with indicated lamps according to manufacturer's written instructions. Replace malfunctioning lamps.

3.02 FIELD QUALITY CONTROL

- a. Operate each fixture after installation and connection. Inspect for damage, proper installation and operation. Replace or repair any damaged or malfunctioning fixtures, components and re-test. Correct any installation errors.
- b. Tests and Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source, and as follows:
 - 1) Check intensity and uniformity of illumination.
 - 2) Adjust light levels as necessary with handheld remote.

3.03 CLEANING AND ADJUSTING

- a. Clean units after installation. Use methods and materials recommended by manufacturer.
- b. Adjust amiable luminaires and luminaires with adjustable lamp position to provide required light distributions and intensities.

3.04 LAMP AND BALLAST DISPOSAL

- a. The Contractor shall be responsible and include in his cost for the proper removal and disposal of all lamps and ballasts indicated to be removed by the energy efficiency measures.
- b. The methods and procedures of lamp and/or ballast disposal shall meet with all federal regulations and with the local and/or state regulations which apply to the area in which the job

site is located. The Disposal Contractor shall provide labels to the Owner for waste containment drums for shipping of wastes. Each drum shall be given a unique number for tracking. The Owner shall receive copies of the following certifications, which shall relieve the Owner, Project Manager and Construction Manager/Project Engineer of any further liability:

- 1) Shipping Manifest - shall be signed by both Owner and Disposal Contractor. Manifest shall list each numbered drum containing wastes being transported for disposal and its weight. Signed manifest shall be returned to Owner upon receipt of shipment at disposal plant or recycling facility.
- 2) Material Tracking Forms - linking incoming material received at disposal plant or recycling facility to outgoing PCB waste being sent to disposal facility.
- 3) Certificate of Recycling - listing all metals sent to foundries for recycling.

END OF SECTION 10

SECTION 11: ELECTRICAL MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 SUMMARY

- a. Section Includes: Electrical materials and installation.

1.02 SUBMITTALS

- a. Product Data and/or Shop Drawings: Manufacturer's descriptive literature and any other information necessary to indicate compliance with the specified requirements, for the following:
- 1) Raceway Systems.
 - 2) Building and Site Wire.
 - 3) Wiring Devices.
 - 4) Electric Service Cabinet (sketch).
 - 5) Site Lighting Fixtures.
 - 6) Fuses (For Site Lighting Poles/Posts).
 - 7) Site Lighting Time Switch and Contactor.

PART 2 - PRODUCTS

2.01 RACEWAY SYSTEMS

- a. General: All raceways shall meet applicable NEMA standards and be UL-listed with each length so labeled.
- b. Rigid Steel Conduit: Manufactured from mild steel, hot dip galvanized, both inside and out, including threads, conforming to ANSI C80.1 and UL-6.
- c. Liquid-Tight Flexible Metal Conduit: Same as flexible metal conduit, with extruded liquid-tight PVC jacket, conforming to UL-360.
- d. Rigid Non-Metallic (PVC) Conduit: Schedule 40 heavy wall, 90oC, PVC, rigid plastic conduit, conforming to ASTM F-512, NEMA TC-2, and UL-651.
- e. Fittings (General Use): All fittings shall be UL-listed for the intended application and conform to ANSI/NEMA FB-1. All metal conduit fittings to be steel or malleable iron. Do not use diecast, pressure cast or set-screw type fittings.
- f. Outlet Boxes: Non-gang-able, galvanized steel, with square cornered tile (or masonry) type extension rings or covers. Minimum box size: two-gang masonry box or 4" square box with single-gang extension ring. Minimum box depth: 1-1/2". Minimum box capacity: 21 cubic inches.
- g. Pull Boxes, Junction Boxes and Wireways: Use as indicated and required. Junction and pull boxes for general use (dry locations) to be code gauge galvanized steel construction, minimum 4" square by 1-1/2" deep, with screw-on covers. Wireways to be UL-listed, sheet steel construction with baked enamel finish coat, in standard sectional lengths, with bolt-on covers. For exterior and damp or wet locations, use boxes and wireways approved for such use.
- h. In-Grade Handholes: Inside clear dimensions as indicated or required, reinforced precast concrete construction, with cast iron plate cover with hold down bolts and lettered with

"ELECTRIC".

2.02 BUILDING (AND SITE) WIRE

- a. General: All wiring systems to consist of individual wires installed in conduit or other indicated raceway, unless specifically specified or indicated otherwise.
- b. 600 Volt Class Wire: Single-conductor, uncoated copper conductors with type THHN/THWN insulation. Conductors size #10 AWG and smaller may be solid or stranded. Conductors size #8 AWG and larger shall be Class B stranded.
- c. Insulation Colors: As required for color coding requirements in Part 3. Wires #10 AWG and smaller to have color impregnated in insulation. Wires #8 and larger may use color impregnated insulation, or conductor ends may be taped.
- d. Restrictions: Do not use aluminum, or copper-clad aluminum alloy conductors.
- e. Acceptable Manufacturers: American Insulated Wire; Collyer; Continental; Pirelli; Royal; Southwire, Triangle PWC.
- f. Low-Voltage wire should be insulated wire as specified by manufacturer of luminaire.

2.03 CONDUCTOR CONNECTORS

- a. General: UL-listed, factory fabricated, designed for the intended application, conductor type(s) and size(s), etc.
- b. Connectors (#10 AWG and Smaller): Nylon shell insulated metallic screw-on connectors.
- c. Terminations (#10 AWG and Smaller, Stranded): Use nylon insulated crimp ring or fork type connectors for connecting conductors to screw terminals.
- d. Connectors (#8 AWG and Larger): Mechanical (bolted pressure) or compression type, with molded plastic insulators.
- e. Lugs (#8 AWG and Larger): Mechanical (bolted pressure) or compression type.
- f. Acceptable Manufacturers: Amp; Burndy, IlSCO; Ideal; 3M; Thomas & Betts.

2.04 WIRING DEVICES

- a. Device Color: Gray.
- b. Cover plates (Exterior and Wet Locations): Weatherproof cast aluminum or equivalent.

2.05 EQUIPMENT CONNECTIONS

- a. Materials as specified in this Section, and as required.

2.06 HANGERS AND SUPPORTS

- a. Materials and Design: All hangers, supports, fasteners and hardware shall be zinc-coated or of equivalent corrosion resistance by treatment or inherent property, and shall be manufactured products designed for the application. Products for outdoor use shall be hot dip galvanized.

- b. Types: Hangers, straps, riser supports, clamps, U-channel, threaded rods, etc. as indicated and required.

2.07 ELECTRICAL IDENTIFICATION

- a. Nameplates: Three-layer laminated plastic with minimum 3/16" high white engraved characters on black background and punched for mechanical fastening. Fasteners to be self-tapping stainless-steel screws or number 10-32 stainless steel machine screws with nuts and flat and lock washers.
- b. Underground Warning Tape: Detectable, 6" wide polyethylene tape, permanently bright colored with continuous-printed legend indicating general type of underground line below and "CAUTION".
- c. Marking Pens: Permanent, waterproof, quick drying, black ink. Acceptable Manufacturers: Sanford's No. 3000 "Sharpie", or equal.
- d. Wire Tags: Vinyl or vinyl-cloth self-adhesive wraparound type, indicating appropriate circuit number, etc.

2.08 ELECTRICAL SERVICE CABINET

- a. General: Existing site lighting electrical service and cabinet to remain.
- b. Existing service is 120/240 volt, single-phase, three-wire, 30 amps.
- c. Existing Equipment to Remain: Electric service meter, 30A/2P main circuit breaker, panelboard P-1. Relocate/rearrange this existing equipment if required to accommodate the existing plus required new equipment inside the cabinet. This includes relocation of main breaker and panelboard P-1, and re-work of conduits connecting to the panel, if required.
- d. Existing Equipment to be Removed: Existing time clock.
- e. New Equipment to be Added Inside Cabinet: Site lighting time switch and contactor (as specified later in this section), lighting transformer T-1 (see lighting fixture schedule on Drawings).
- f. Sketch Required: Prior to commencing work, submit sketch for approval, indicating locations for all new equipment and existing equipment which is to remain inside cabinet. Advise Engineer of any issues which may be encountered.

2.09 GROUNDING

- a. General: Conductors, clamps and connectors, etc. as indicated or required.
- b. Clamps and Pressure Connectors: Cast copper, copper alloy, or bronze alloy, approved for use with aluminum and copper, and suitable for the application.
- c. Ground Rods: Minimum 3/4" diameter by 10' long copper clad steel.

2.10 EXISTING PANELBOARD

- a. General: Existing site lighting panelboard to remain. Modify and add/remove circuit breakers as indicated and required.

- b. Existing Panelboard: GE "A" Line Series.
- c. Circuit Breakers to be Added to Existing Panelboard: Match existing manufacturer, type, voltage and interrupting ratings, with ampere ratings as indicated.

2.11 SITE LIGHTING FIXTURES

- a. General: Unless indicated or specified otherwise, include concrete base, pole, luminaire(s), lamp(s), ballast(s) and all miscellaneous accessories as indicated or required for a complete assembly. Unless indicated otherwise, bases to be cast-in-place concrete with constructed forms for square foundations and spirally wrapped treated paper forms for round foundations. Provide concrete per 260011- General Materials and Methods, and anchor bolts and reinforcing steel as indicated or required. Provide a 1", 45-degree chamfer at the top of each foundation. Poles to be able to withstand winds of not less than 100 miles per hour without damage to the poles or attached luminaires. Luminaires to be approved for wet locations and with ballast (where applicable) incorporated in luminaire housing unless indicated otherwise.
- b. Lamps: General Electric, Osram Sylvania or Philips.
- c. Fuses (For Site Lighting Poles/Posts): 30 amp watertight, disconnect-able breakaway in-line fuse holder, accommodating copper crimp connections for 2#12 AWG line side wires and 1#12 load side wire, with insulating boots, and 250V, 5A Bussmann type "FNM" time delay fuse, Bussmann "HEB" series.
- d. Site Lighting Types: Refer to the Lighting Fixture Schedule on the Drawings.

2.12 SITE LIGHTING TIME SWITCH, CONTACTOR, OR PHOTOCCELL

- a. Time Switch: SPST, solid-state, programmable, astronomic, seven-day digital time switch with up to (20) on and off setpoints per day of week. Unit to include LCD display, automatic adjustment for daylight savings switchover and leap year correction, manual on-off override until next scheduled event, on-off indication, transient protection, and NEMA-3R plastic enclosure.
 - 1) Control Voltage: Time switch to be suitable for operation from a 120-V or 240-V power source, as indicated or required.
 - 2) Contacts: SPST, rated at least 40 amps general purpose and inductive, 20 amps ballast, and 720 VA pilot duty, all at 120-240 volts AC.
 - 3) Operating Temperature: -40°F to 149°F.
 - 4) Power Outage Backup: Permanent schedule retention via memory module. Supercapacitor provides 4 days real time backup.
 - 5) Acceptable Manufacturers: NSI-Tork #EWZ101.
 - 6) Identification: Provide engraved nameplate for time switch, indicating designation and load(s) served.
- b. Contractor: Magnetically held lighting contactor, with NEMA-1 enclosure.
 - 1) Coil: 120 VAC
 - 2) Contacts: 3PST, rated and UL listed for at least 40 amps ballast and LED driver, at 120- 240 volts AC.
 - 3) Acceptable Manufacturers: NSI-Tork #5401A.
 - 4) Identification: Marked nameplate for contactor, indicating designation and load(s) served.

- c. Photocell: Supply Rated Photocell, with NEMA-1 enclosure.
 - 1) Identification: Marked photocell junction box indicating designation & load(s).

PART 3 - EXECUTION

3.01 RACEWAY SYSTEMS

- a. Sizing: Size raceway as required by the National Electrical Code (minimum) with oversize conduits as specified, indicated or where required for ease of pulling wire or cable.
- b. Minimum Conduit Size: 1/2" unless indicated otherwise. All underground conduits to be minimum 1-1/4" size.
- c. Types: Unless indicated otherwise, use raceway types as indicated on drawings and as follows (as applicable for Project):
 - 1) Outdoors, Below Grade: Schedule 40 and 80 rigid non-metallic conduits (as indicated, stub up above grade using rigid steel conduit).
 - 2) Outdoors, Exposed: Rigid steel conduit.
 - 3) Within Electrical Service Cabinet: Liquid-tight flexible metal conduit.
- d. Routing: As required by job conditions unless specific routes or dimensioned positions are indicated on the Drawings. Verify exact locations of all raceways, pull boxes, and junction boxes. Resolve any potential conflicts before commencing installation.
- e. Installation: In accordance with the NEC and NECA's "Standards of Installation". Cut conduit ends square using saw or pipe cutter and ream each cut end smooth. Carefully make all conduit bends and offsets so that the inside diameter of pipe is not reduced. Make bends so that legs are in the same plane. Make offsets so that legs are in the same plane and parallel. Protect stub-ups from damage, and carefully re-bend when necessary.
- f. Fittings: Make up all raceway fittings tight so that final installation of raceway, fittings and enclosures constitutes a firm mechanical assembly and a continuous electrical conductor. Where required, provide bonding jumpers to assure electrical continuity.
- g. Protection: Protect all raceways, enclosures and equipment during construction to prevent entry of concrete, mortar, debris and other foreign matter. Free clogged conduits of all obstructions, or replace, prior to pulling wire.
- h. Boxes: Install all outlet, pull and junction boxes rigidly, plumb and level. Support and secure boxes independently from conduits terminating at box. Install boxes so as to be accessible and so that covers may be easily removed.

3.02 BUILDING (AND SITE) WIRE

- a. Minimum Wire Size: All branch circuit wiring shall be minimum #12 AWG. Provide larger sizes as indicated or required by NEC.
- b. Branch Circuit Wire Sizes: Provide branch circuit wire sizes as indicated on the electrical plans, schedules and/or elsewhere. Neutral wire sizes to match respective phase wire sizes unless indicated otherwise.
- c. Common Neutral: Do not use common neutral.

- d. Combining Homeruns: Do not combine separately indicated homeruns in single conduit unless specifically indicated or approved by the Engineer.
- e. Switch Legs: Provide branch circuit switch legs and travelers as required for the switching indicated.
- f. Equipment Grounding Conductor Required: For each branch circuit run, provide an equipment grounding conductor, sized per NEC (minimum, larger if so indicated) whether indicated or not.

3.03 WIRING METHODS

- a. All wiring systems to be composed of individual 600-volt class wires installed in specified raceway systems, unless indicated otherwise.

3.04 WIRE INSTALLATION

- a. General: Install all wires, cables and associated items in compliance with all applicable requirements of the NEC, NEMA, UL and NECA's "Standards of Installation", and in accordance with the respective manufacturer's recommendations.
- b. Terminations: Furnish and install terminations, including lugs if necessary, to make all electrical connections indicated or required. Enclose all strands of stranded conductors in connectors and lugs.
- c. Tightening: Tighten all connectors, lugs, screws, bolts, Allen-heads and other electrical fasteners to torque values per manufacturer's written instructions.
- d. Compression Splices and Connectors: Use the proper tools and follow the manufacturer's written instructions.
- e. Restrictions: Do not substitute smaller wires with higher temperature rated insulations in lieu of the wires shown on the Drawings.
- f. Color Code: Color code all branch circuit and feeder wires as follows:
 - 1) 120/240 volts- Phase A- Black, Phase B- Red, Neutral- White, Equipment Ground- Green.
 - 2) (For existing wiring to remain which does not conform to the above color code, provide colored taping at each wiring access point, so as to provide it).

3.05 WIRING DEVICES

- a. GFI Receptacles: For each receptacle designated or indicated to be "GFI", provide a GFI type receptacle. Do not substitute general use receptacle with feed thru GFI protection from upstream GFI receptacle.
- b. Cover plates: Provide cover plate for each wiring device or group of devices.

3.06 EQUIPMENT CONNECTIONS

- a. General: Connect complete, all equipment requiring electrical connections, furnished as part of this Contract or by others, unless indicated otherwise.
- b. Connections: Provide properly sized overload and short circuit protection for all

equipment connected, whether furnished under this Contract or by others. Verify proper connections with manufacturer's published diagrams and comply with same. Report any discrepancies between the Contract Documents and actual equipment requirements. Do not proceed with connections until resolved. Verify that equipment is ready for electrical connections, wiring and energization, prior to performing same.

3.07 HANGERS AND SUPPORTS

- a. General: Where applicable on project, rigidly support and secure all electrical materials, raceway and equipment to building structure using hangers, supports and fasteners suitable for the use, materials and loads encountered. Provide all necessary hardware.
- b. Structural Members: Do not cut, drill or weld any structural member except as specifically approved by the Engineer.
- c. Independent Support: Do not support electrical materials or equipment from other equipment, ductwork or supports for same.
- d. Raceway Support: Rigidly support all raceway with maximum spacings per NEC, and so as to prevent distortion of alignment during pulling operation. Use approved hangers, clamps and straps. Do not use perforated straps or tie wires.
- e. Miscellaneous Supports: Provide any additional structural support steel brackets, angles, fasteners and hardware as required to adequately support all electrical materials and equipment.

3.08 ELECTRICAL IDENTIFICATION

- a. General: Locate nameplate, marking or other identification means on outside of front covers when in electrical service cabinet. Use Contract Document designations for identification legends unless indicated otherwise.
- b. NEC Required Identification: Provide all equipment identification, warning signs, etc. as required by the NEC.
- c. Manufacturer Supplied Equipment Nameplates: Provide equipment nameplates and markings, with all information as required by NEMA and UL.
- d. Nameplates: Provide an engraved nameplate for each panelboard, time switch, etc.
- e. Underground Warning Tape: During trench backfilling for each underground electrical line, provide a continuous underground warning tape located directly above line, at 6" to 8" below finished grade.
- f. Handholes: Provide waterproof, machine lettered circuit identification tag for each phase wire present.

3.09 ELECTRICAL SERVICE

- a. General: Existing site lighting electrical service to remain.
- b. Existing Conditions: Field verify all existing conditions, and report any discrepancies to the Engineer, prior to commencing work.

3.10 GROUNDING

- a. General: Provide all system and equipment grounding and bonding as indicated and as

required by the NEC.

- b. System Grounding:
 - 1) Electrical Service Cabinet: Existing grounding electrode system with ground rod to remain. Protect and maintain.
- c. Equipment Grounding: Provide a green equipment grounding conductor, sized per NEC (larger if so indicated) with each branch circuit run.
- d. Site Lighting Pole Grounding: See below.

3.11 EXISTING PANELBOARD

- a. General: Remove and add existing circuit breakers and wiring as indicated. Neatly train and tie all wiring within panelboard enclosure.
- b. Circuit Identification: Provide and fill out a new circuit directory card, accurately identifying each new and existing circuit, as well as each spare circuit breaker.

3.12 SITE LIGHTING FIXTURES

- a. General: Install and connect all site lighting poles and fixtures as indicated.
- b. Locations: Install site lighting fixtures at locations indicated. Mark each location prior to installation, for final location approval by the Engineer/Owner. Adjust exact locations as directed by Engineer/Owner.
- c. Grounding: Install a ground rod at each base as indicated. In addition, install a continuous equipment grounding conductor with all outdoor lighting circuit conductors, and bond to each lighting pole ground lug and ground rod.
- d. Luminaries: Install specified fixtures as recommended by the lighting fixture manufacturers. Follow manufacturer's recommendations for handling and installation.

3.13 SITE LIGHTING TIME SWITCH AND CONTACTOR

- a. General: Install time switch and contactor inside existing electric service cabinet. Rearrange existing equipment and conduits inside cabinet as required to accommodate all equipment. . Connect contactor to load side of existing 30A/2P service circuit breaker, and to line side of existing panelboard P-1, so as to control all panelboard circuits simultaneously.
- b. Control Power Source: Provide 277V control power for time switch and contactor. Tap one-phase and neutral of load side of 30A/2P service circuit breaker and provide 10A in-line fuse protection for control circuit. Provide labeling accordingly.
- c. Programming: Fully adjust all settings for time switch for programmed time control as directed by Owner.
- d. Testing: Test time switch and contactor for proper operation and correct as required.

END OF SECTION 11

SECTION 12: CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- a) Drawings and general provisions of Contract, including General Conditions, Supplemental Conditions for All Trades and other Division 1 specification Sections apply to this Section.

1.02 SUMMARY

- b) This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1) Inspection procedures.
 - 2) Project record document submittal.
 - 3) Operating and maintenance manual submittal.
 - 4) Submittal of warranties.
 - 5) Final cleaning.
- c) Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 26 - Electrical.

1.03 SUBSTANTIAL COMPLETION

- d) If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications and similar documents. Submit record drawings, maintenance manuals, damage or settlement survey, and similar final record information.
- e) Deliver tools, spare parts, extra stock, and similar items. Complete start-up of systems and provide instruction to the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.
- f) Inspection Procedures: On receipt of a request for inspection, the Engineer will either proceed with inspection or advise the Contractor of unfilled requirements. Each contractor shall make available a knowledgeable individual to accompany the engineer on a walk-through to answer questions. The Engineer will notify the Owner that Substantial Completion is complete following inspection or advise the Contractor of any construction that must be completed or corrected.
- g) The Engineer will repeat inspection when requested and assured that the Work has been substantially completed. Results of the completed inspection will form the basis of requirements for final acceptance.
- h) The Engineer reserves the right to charge the Owner for site visits required to address items not corrected on the list for Substantial Completion after the Engineer's second visit for said items. The Owner shall in turn charge the Contractor via a reduction to the Contract Sum of equal amount.

1.04 FINAL ACCEPTANCE

- a) Re-inspection Procedure: The Engineer will re-inspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except items whose completion has been delayed because of circumstances acceptable to the Engineer.
- b) Upon completion of re-inspection, the Engineer will prepare a certificate of final acceptance, or advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance. If necessary, re-inspection will be repeated.

1.05 RECORD DOCUMENT SUBMITTALS

- a) Record Drawings: Contractor shall maintain a clean, undamaged set of Contract Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately. Give particular attention to concealed elements that would be difficult to view, measure or record at a later date.
- b) Mark new information that is important to the Owner but was not shown on Contract Drawings or product information.
- c) Note related Change Order numbers where applicable.
- d) Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set.
- e) Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record-keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to the Engineer for the Owner's records.
- f) Maintenance Manuals: Organize operating and maintenance data into three suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 1-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
 - 1) Spare parts list.
 - 2) Copies of warranties.
 - 3) Wiring diagrams.
 - 4) Drawings and Product Data.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION

3.01 FINAL CLEANING

- a) General: General cleaning during construction is required by the General Conditions and Supplemental Conditions for All Trades. Refer to these Specification sections for additional information. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion:

- 1) Remove labels that are not permanent labels.
 - 2) Wipe surfaces of electrical equipment. Remove excess lubrication and other substances.
- b) Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION 12

ADDENDUM 1: BID FORM

ADDENDUM 2: SITE DRAWINGS

- E101 – RIVERFRONT GARAGE (COLUMBIA)
- E102 – GREEN HUDSON GARAGE
- E103 – GREEN HUDSON – POST OFFICE
- E104 – QUACKENBUSH GARAGE

Site drawings will be provided in .pdf format for use of the contractor/bidder. Upon request CAD files for use with CAD software will be provided in .dwg format for use of the contractor/bidder.

ADDENDUM 3: MATERIAL SPECIFICATION SHEETS

ADDENDUM 4: PREVAILING RATE SCHEDULE

ADDENDUM 5: MWBE PARTICIPATION REQUIREMENTS

ACKNOWLEDGEMENT OF ADDENDUM

Subcontractor shall acknowledge receipt of any addendum to the bid documents on the in the bid documents and the additive or deductive cost resultant as applicable from said addendum shall be included in its bid.