



Consolidated Edison Company of New York, Inc.
4 IRVING PLACE
NEW YORK, NY 10003
UNITED STATES

Type	Blanket Purchase Agreement
Order	4960695
Revision	5
PO Approved Date	06/06/2018
Revision Date	06/01/2018
Current Buyer	Alyssia Reilly

Supplier: [REDACTED]

Supplier Contact: [REDACTED]

Key ConEd Contact: **Alyssia Reilly**

Ship To: **4 IRVING PLACE**
NEW YORK, NY 10003
UNITED STATES

Bill To: **PO Box 799**
Cooper Station
New York, NY 10276-0799
UNITED STATES

Supplier No.	Payment Terms	Freight Terms	FOB	Transportation	Ship Via
11517	Immediate		N/A		
Effective Start Date		Effective End Date		Amount Agreed (USD)	
08/01/2017		07/31/2018		[REDACTED]	

Notes: This contract is to perform emergency electric utility restoration work for The Consolidated Edison Company of New York's (Con Edison) overhead and emergency response protocols as requested, Underground Residential Distribution (URD). This agreement would be funded when the services are required.
 The Con Edison service territory consists of the five boroughs of New York City and Westchester County in New York State.

THIS IS A 1 YEAR CONTRACT COMMENCING ON AUGUST 1, 2017 ENDING ON JULY 31, 2018.

Pricing will remain firm for the first year. Contractor agrees not to seek pricing relief during the term of the blanket purchase agreement.

No work shall be performed before a site specific HASP is approved by Con Edison EH&S. ORIGINAL INVOICES AND ALL SUPPORTING DOCUMENTATIONS SHOULD BE SENT DIRECTLY TO THE CON ED AUTHORIZED REPRESENTATIVE.

This Blanket Purchase Agreement shall be performed in accordance with the following, which are incorporated herein by reference:

- Con Edison Standard Terms and Conditions of Construction Contracts, dated 6/21/16
- Con Edison Supplemental Construction Contract Requirements CONST-004 Revision Number 2, dated 1/6/15
- Con Edison Company of New York & Orange & Rockland Utilities (O&R) Specification TD13-05 Emergency Electric Distribution Restoration Work, dated 4/13/15



- Appendix A
- Con Edison Gift Policy
- Notice of Purchasing Name Change

██████████ took no exceptions

Revision 1 increased funding for storm support.

Revision 2 opened up additional operating units for this supplier. No other changes made to Revision 2.

Revision 3 added line #12 for the Ancillary item for the 2018 Nor'easters. No other changes made to Revision 3.

Revision 5 increased funding to ██████████ for storm support. No other changes made to revision 5.

Revision 4 added ORU as an Operating Unit. No other changes made to revision 4.

Reference Documents: Con Edison Company of New York & Orange & Rockland Utilities (O&R) Specification TD13-05 Emergency Electric Distribution Restoration Work Dated 41315.docx

Con Edison Supplemental Construction Contract Requirements - CONST-004 Rev 2 - 1.6.15.pdf

Consolidated Edison Company of New York Inc. Standard Terms & Conditions for Construction Contracts dated 6.21.16.DOC

All prices and amounts on this order are expressed in USD

Line	Part Number / Description	Supplier Part#	Effective Date	Expires On	Quantity	UOM	Unit Price (USD)	Amount (USD)
1	NS0256776 GENERAL FOREMAN -- PER HOUR					HOUR	████	
2	NS0256777 GENERAL FOREMAN -- PER OT HOUR					HOUR	████	
3	NS0256778 GENERAL FOREMAN -- PER PREMIUM HOUR					HOUR	████	
4	NS0276218 COORDINATOR STRAIGHT TIME					HOUR	████	
5	NS0276219 COORDINATOR PREMIUM TIME (1.5X)					HOUR	████	
6	NS0276220 COORDINATOR PREMIUM TIME (2X OR DT)					HOUR	████	
7	NS0276221 ELECTRICIAN STRAIGHT TIME					HOUR	████	
8	NS0276222 ELECTRICIAN PREMIUM TIME (1.5X)					HOUR	████	
9	NS0276223 ELECTRICIAN PREMIUM TIME (2X OR DT)					HOUR	████	
10	NS0276224 VAN					HOUR	████	
11	NS0276225 BUCKET TRUCK					HOUR	████	
12	NS0148268 XX\$1XX ANCILLARY ITEMS FOR ITEMS NOT PRICED IN CONTRACT. FOR PAYMENT AND AUDIT PURPOSES, CECONY AND O&R ORGANIZATIONS ARE RESPONSIBLE FOR RETAINING DOCUMENTATION SUPPORTING PURCHASES MADE USING THIS LINE ITEM.					EACH	████	

Contract Terms and Conditions

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Terms and Conditions

Standard Terms

Appendix A

APPENDIX A - REQUIRED CLAUSES AND CERTIFICATIONS

(In this document, the other party to the contract with Con Edison is referred to as the "Contractor")

Dated: April 2015

As a Federal Government contractor, Con Edison must require the Contractor to agree to be bound by and comply with the following clauses and make the following certifications. Where clauses or certifications require the Contractor to be bound by and/or comply with a referenced clause or regulation or to make a referenced certification, such referenced provisions are incorporated by reference herein and have the same force and effect as if they were set forth herein in full text.

Some general guidance as to the applicability of clauses or certifications incorporating such referenced provisions may be provided below. However, the referenced provisions, together with any relevant law or regulation, should also be consulted to determine applicability to the Contractor and/or the contract.

1. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Restrictions On Subcontractor Sales To the Government (SEP 2006)," which is contained in Section 52.203-6 of the Federal Acquisition Regulation (section 52.203-6 of title 48 of the Code of Federal Regulations), including the requirement therein to incorporate the substance of the clause in subcontracts under this contract which exceed \$150,000.

2. ANTIKICKBACK PROCEDURES

(this clause is applicable to contracts exceeding \$150,000)

The Contractor agrees to be bound by and comply with the clause entitled "Anti-Kickback Procedures (OCT 2010)" except for subparagraph (c)(1) thereof, which clause is contained in Section 52.203-7 of the Federal Acquisition Regulation (section 52.203-7 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause (except for subparagraph (c)(1) thereof) in subcontracts under this contract which exceed \$150,000.

3. CONTRACTORS THAT ARE DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT BY THE FEDERAL GOVERNMENT

(this clause is applicable to contracts exceeding \$30,000)

The Contractor agrees to be bound by and comply with the clause entitled "Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)" which clause is contained in Section 52.209-6 of the Federal Acquisition Regulation (section 52.209-6 of title 48 of the Code of Federal Regulations), including the requirement to incorporate the substance of the clause in subcontracts under this contract which exceed \$30,000 and are not for commercially available off-the-shelf items and the requirement to notify Con Edison if the Contractor or its subcontractors are debarred, suspended, or proposed for debarment by the Federal Government. The Contractor shall submit in writing to Con Edison, with any bid, offer or proposal for a contract that is not for a commercially available off-the-shelf item and will exceed \$30,000 and again at the time of the award of any contract that will exceed such amount, a statement as to whether or not the Contractor or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government. The Contractor agrees that any action that Con Edison is required by the Federal Government to take with respect to the contract as a consequence of the Contractor's being so debarred, suspended, or proposed for debarment shall not result in any liability of Con Edison to the Contractor.

4. **UTILIZATION OF SMALL BUSINESS CONCERNS**

(this clause is applicable to contracts that offer subcontracting opportunities - see the Small Business Act and regulations implementing same)

The Contractor agrees to be bound by and comply with the clause entitled "Utilization of Small Business Concerns (JAN 2011)," which is contained in Section 52.219-8 of the Federal Acquisition Regulation (section 52.219-8 of title 48 of the Code of Federal Regulations).

5. **SMALL BUSINESS SUBCONTRACTING PLAN**

(this clause is applicable to contracts in excess of \$650,000 [\$1,500,000 in the case of contracts for construction of a public facility], except for contracts awarded to small business concerns as defined by section 3 of the Small Business Act, 15 U.S.C. § 632, and the applicable regulations in Part 121 of Title 13 of the Code of Federal Regulations)

The Contractor shall adopt a subcontracting plan that complies with the requirements set forth in the Small Business Act and in the clause entitled "Small Business Subcontracting Plan (JAN 2011)," which clause is contained in Section 52.219-9 of the Federal Acquisition Regulation (section 52.219-9 of title 48 of the Code of Federal Regulations). (Subparagraphs (d) and (e) of such clause are the primary portions of the clause that concern the contents and effective implementation of subcontracting plans.) The Contractor shall insert the clause entitled "Utilization of Small Business Concerns" (see above) in subcontracts that offer further subcontracting opportunities and shall comply with the requirements for record keeping and reporting to the Federal Government.

6. **EQUAL OPPORTUNITY**

(this clause is applicable to all contracts unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 11246, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity (MAR 2007)," which is contained in Section 52.222-26 of the Federal Acquisition Regulation (section 52.222-26 of title 48 of the Code of Federal Regulations), including the requirement to include such

terms and conditions in nonexempt subcontracts.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Equal Opportunity clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

The Contractor further agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

7. **EQUAL OPPORTUNITY FOR VETERANS**

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Equal Opportunity for Veterans (SEP 2010)," which is contained in Section 52.222-35 of the Federal Acquisition Regulation (section 52.222-35 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

8. **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES**

(this clause is applicable to all contracts of or exceeding \$15,000 unless exempted by the rules, regulations or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)," which is contained in Section 52.222-36 of the Federal Acquisition Regulation (section 52.222-36 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts.

The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued under the Rehabilitation Act of 1973 (29 U.S.C. 793, as amended).

9. **EMPLOYMENT REPORTS ON VETERANS**

(this clause is applicable to all contracts of or exceeding \$100,000 unless exempted by the rules, regulations

or orders of the Secretary of Labor)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Employment Reports on Veterans (SEP 2010)," which is contained in Section 52.222-37 of the Federal Acquisition Regulation (section 52.222-37 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in nonexempt subcontracts and to comply with the reporting to the Federal Government (including the submission of VETS-100A Report).

10. COMBATING TRAFFICKING IN PERSONS

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Combating Trafficking in Persons (FEB 2009)," which is contained in Section 52.222-50 of the Federal Acquisition Regulation (section 52.222-50 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

11. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

(this clause is applicable to all contracts requiring access to a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Personal Identity Verification of Contractor Personnel (JAN 2011)," which is contained in Section 52.204-9 of the Federal Acquisition Regulation (section 52.204-9 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

12. PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS

(this clause is applicable to contracts which incorporate or refer to Section 52.232-27 of the Federal Acquisition Regulation)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Prompt Payment for Construction Contracts (OCT 2008)," which is contained in Section 52.232-27 of the Federal Acquisition Regulation (section 52.232-27 of title 48 of the Code of Federal Regulations), including the requirements set forth in subsection (c) "Subcontract clause requirements".

13. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS

(this clause is applicable to all contracts for goods and services to be used or performed at a Federal facility)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Energy Efficiency in Energy-Consuming Products (DEC 2007)," which is contained in Section 52.223-15 of the Federal Acquisition Regulation (section 52.223-15 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

14. **PROHIBITION OF SEGREGATED FACILITIES**

(this clause is applicable to all contracts to which the Equal Opportunity clause, described above, is applicable)

The Contractor agrees to be bound by and comply with the clause entitled "Prohibition of Segregated Facilities (FEB 1999)," which is contained in Section 52.222-21 of the Federal Acquisition Regulations (section 52.222-21 of title 48 of the Code of Federal Regulations), including the requirement to include such clause in non-exempt subcontracts.

15. **NOTICE OF EMPLOYEE RIGHTS**

(this clause is applicable to all contracts exceeding \$10,000 unless exempted by the rules, regulations or orders of the Secretary of Labor issued under Executive Order 13496, as amended)

The Contractor agrees to be bound by and to comply with the terms and conditions of the clause entitled "Notification of Employee Rights under the National Labor Relations Act (DEC 2010)," which is contained in Section 52.222-40 of the Federal Acquisition Regulation (section 52.222-40 of title 48 of the Code of Federal Regulations), including the requirement to include such terms and conditions in all subcontracts.

The Contractor agrees to comply with the requirements of Chapter 471 of Title 29 of the Code of Federal Regulations, which implement Executive Order 13496, including the posting of the notice required by Section 471.2 of Title 29 of the Code of Federal Regulations.

The Contractor acknowledges that Con Edison is required to take such action against the Contractor with respect to the contract as may be directed by the Federal Government as a means of enforcing the terms and conditions of the Notice of Employee Rights clause, including the imposition of sanctions for noncompliance, and the Contractor agrees that any such action by Con Edison shall not result in any liability of Con Edison to the Contractor.

16. **CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

(this certification is applicable to contracts exceeding \$150,000)

The Contractor hereby makes the certifications contained in Section 52.203-11 of the Federal Acquisition Regulation (section 52.203-11 of title 48 of the Code of Federal Regulations) relating to the nonuse and nonpayment of Federal appropriated funds to influence or attempt to influence the Federal transactions specified in such certification and to the completion and submission of any documentation that may be required by such certification, and agrees to include such certifications in subcontracts under this contract.

17. **SUBCONTRACTS FOR COMMERCIAL ITEMS**

(this clause is applicable to all contracts)

The Contractor agrees to be bound by and to comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)," which is contained in Section 52.244-6 of the Federal Acquisition Regulations (section 52.244-6 of the Code of Federal Regulations) and which also requires the Contractor to be bound by and to comply with: (i) the clause entitled "Contractor Code of Business Ethics and Conduct (APR 2010)" contained in Section 52.203-13 of the Federal Acquisition Regulations (section 52.203-13 of title 48 of the Code of Federal Regulations); (ii) the clause entitled "Whistleblower Protections Under the American Recovery and

Reinvestment Act of 2009 (JUN 2010)" contained in Section 52.203-15 of the Federal Acquisition Regulations (section 52.203-15 of title 48 of the Code of Federal Regulations); **(iii)**the clause entitled "Utilization of Small Business Concerns (DEC 2010)" contained in Section 52.219-8 of the Federal Acquisition Regulations (section 52.219-8 of title 48 of the Code of Federal Regulations); **(iv)** the clause entitled "Equal Opportunity (MAR 2007)" contained in Section 52.222-26 of the Federal Acquisition Regulations (section 52.222-26 of title 48 of the Code of Federal Regulations); **(v)** the clause entitled "Equal Opportunity for Veterans (SEP 2010)" contained in Section 52.222-35 of the Federal Acquisition Regulations (section 52.222-35 of title 48 of the Code of Federal Regulations); **(vi)** the clause entitled "Affirmative Action for Workers with Disabilities (OCT 2010)" contained in Section 52.222-36 of the Federal Acquisition Regulations (section 52.222-36 of title 48 of the Code of Federal Regulations); **(vii)** the clause entitled "Notification of Employee Rights under the National Labor Relations Act (DEC 2010)" contained in Section 52.222-40 of the Federal Acquisition Regulations (section 52.222-40 of title 48 of the Code of Federal Regulations); **(viii)** the clause entitled "Combatting Trafficking in Persons (FEB 2009)" contained in Section 52.222-50 of the Federal Acquisition Regulations (section 52.222-50 of title 48 of the Code of Federal Regulations); and **(ix)** the clause entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)" Contained in Section 52.247-64 of the Federal Acquisition Regulations (section 52.247-64 of title 48 of the Code of Federal Regulations. In addition, Contractor shall be bound by and comply with Section 14, above, Prohibition of Segregated Facilities, which is applicable to all contracts to which the Equal Opportunity clause (see subsection (iv) above) is applicable. If the contract between Con Edison and the Contractor is for the supply of Commercial Items (as such term is defined in Section 2.101 of the Federal Acquisition Regulation (section 2.101 of title 48 of the Code of Federal Regulations)), then, to the extent that the clause entitled "Subcontracts For Commercial Items (DEC 2010)" lawfully requires only that the Contractor be bound by and comply with the text of such clause and the other clauses referenced therein rather than all of the provisions referenced in this Appendix A, the Contractor shall, with respect to the provisions in this Appendix A, only be required to (a) be bound by and comply with the clause entitled "Subcontracts For Commercial Items (DEC 2010)" and the clauses referenced in such clause and in this Section 17, (b) include the terms and conditions of "Subcontracts for Commercial Items (DEC 2010)" in all subcontracts, and (c) to make and comply with the provisions of the certifications that are referenced in the clause entitled "Subcontracts For Commercial Items (DEC 2010)" or otherwise required by this Section 17. Additionally, with respect to **clause (iv)**, above, the Contractor agrees to be bound by and comply with the applicable regulations contained in Chapter 60 of Title 41 of the Code of Federal Regulations which implement Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, as amended, and Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended and set forth the Contractor's obligations, including its affirmative action obligations. **Specifically, the Contractor and its subcontractors shall abide by the requirements of Sections 60-1.4(a), 60-300.5(a) and 60-741-5(a) of Title 41 of the Code of Federal Regulations. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

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Gift Policy

Gift Policy and Unlawful Conduct: Contractor is advised that it is a strict Consolidated Edison Company of New York, Inc. ("Con Edison") policy that neither employees of Con Edison nor their family members, agents, or designees, shall accept gifts, whether in the form of a payment, gratuity, service, loan, thing, promise, or any other form (collectively "Gift"), from contractors, sellers, or others transacting or seeking to transact any business with Con Edison. Accordingly, Contractor, its employees, agents and subcontractors are strictly prohibited from offering or giving any Gift to any employee of Con Edison or any employee's family member, agent, or designee, whether or not made with intent to obtain special consideration or treatment and whether or not the employee is involved in the Work to be performed under the Contract. Furthermore, Contractor is prohibited from engaging in fraudulent or unlawful conduct in the negotiation, procurement, or performance of any contract between Con Edison and the Contractor or any work performed for or on behalf of Con Edison, or in any other dealings relating to Con Edison. Contractor's breach of any obligation of this paragraph shall be a material breach of contract entitling Con Edison to, in its sole discretion, cancel all contracts between Con Edison and Contractor, remove Contractor from its list of qualified bidders, and invoke and enforce all other rights or remedies that Con Edison may have under contract or applicable law. For the purposes of this paragraph, the term "Con Edison" shall include all of Con Edison's affiliates, (including, but not limited to, Orange and Rockland Utilities, Inc. ("O&R")). Contractor shall promptly report any alleged violation of this policy to the Vice President of Purchasing or to the Ethics Helpline at 1-855-FOR-ETHX (1-855-367-3849).

In accordance with Section 15 of the New York State Public Service Law, Con Edison and O&R employees (and contractors working for Con Edison or O&R) are prohibited from offering any present, gift or gratuity (including, but not limited to, meals, refreshments and transportation), of any kind or any monetary amount, to any commissioner of the New York State Public Service Commission or to any employee of the New York State Department of Public Service.

Many other federal, state, and local government agencies have restrictions on the value of gifts, meals and refreshments that their employees may accept. There is no uniform policy or rule applicable to employees of all government agencies. Giving or offering to give presents, gifts or gratuities in violation of applicable rules or laws could create the false impression that an entity or its employees or contractors are trying to improperly influence a government employee. It could also lead to civil or criminal penalties. Therefore, contractors and their employees, agents and subcontractors working on Con Edison or O&R projects shall not offer any presents, gift or gratuities to government employees in the course of their work for Con Edison or O&R.

The Gift Policy and Unlawful Conduct provisions set forth immediately above are in addition to, and not in lieu of, any other provisions governing the contractual relationship between Con Edison (or O&R) and the Contractor (including any other provisions pertaining to similar subjects) and are intended to be applied together with such other provisions. .

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Purchasing Name Change

As of August 1, 2014, Con Edison's Purchasing Department changed its name to Supply Chain Department. As of

Blanket Purchase Agreement 4960695,
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that date, all references to "Purchasing Department" or "Purchasing" in the governing terms and conditions, herein or elsewhere in the Contract shall be deemed to be changed to "Supply Chain Department."

393543

Signatures	
Buyer	Supplier
(Authorized Representative Signature)	(Authorized Representative Signature)
Name	Name
(Title)	(Title)
(Date)	(Date)