



**New York State Gaming Commission**

**REQUEST FOR PROPOSALS**

**for**

**EQUINE DRUG TESTING**

**RFP # C202502**

**Issued: April 7, 2025**

**PROCUREMENT WEBSITE:**

<https://gaming.ny.gov/procurement>

**DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS**

Consistent with the public policy established by the New York State Procurement Lobbying Law, designated below are the only points of contact regarding matters relating to this RFP. ALL BIDDERS RESPONDING TO THIS RFP AND ALL COMMUNICATIONS CONCERNING THIS PROCUREMENT MUST BE ADDRESSED IN WRITING TO EITHER OF THE CONTACTS NOTED BELOW:

Designated Contact: Seth Stark, Contract Management Specialist III  
New York State Gaming Commission  
Contracts Office, 5th Floor  
354 Broadway  
Schenectady, NY 12301-7500

[Seth.Stark@gaming.ny.gov](mailto:Seth.Stark@gaming.ny.gov)

Alternate Contact: Kristen Buckley, Acting Secretary  
New York State Gaming Commission  
Executive Office, 5th Floor  
354 Broadway  
Schenectady, NY 12301-7500

[Kristen.Buckley@gaming.ny.gov](mailto:Kristen.Buckley@gaming.ny.gov)

RFP-related questions must be submitted via electronic mail to the email addresses above by the date specified in the Schedule, below.

**NON-BID RESPONSE**

Bidders choosing not to submit a proposal in response to this RFP are requested to submit the Non-Bid Response form, included in this RFP as Attachment 4, as the information is useful to the Commission in the planning and development of future solicitations and bidders' lists.

## SCHEDULE

**The following dates are established for informational and planning purposes. The Commission reserves the right to adjust this schedule, in its sole discretion.**

RFP Issued	April 7, 2025
Bidders' Questions Due by 3:00 pm (ET)	April 28, 2025
Commission Responses to Questions (Estimated)	April 30, 2025
Bidder Proposals Due by 3:00 pm (ET)	May 6, 2025
Winning Proposal Designated by Commission	May 13, 2025
Contract Start Date	July 1, 2025

## PART 1 – GENERAL INFORMATION

### 1.1 INTRODUCTION

The New York State Gaming Commission (“Commission”) is issuing this Request for Proposals (“RFP”) to solicit Proposals from qualified bidders seeking the award of a contract to provide equine Drug<sup>1</sup> testing and research.

The Commission is the only office authorized to clarify, modify, amend, alter or withdraw the provisions of this RFP. Every Bidder responding to this RFP must include in its Proposal a signed Contract in the form attached as Appendix B to this RFP. The Contract will become binding and effective after approval by the Commission and the New York State Offices of the Attorney General and State Comptroller.

In the RFP, the Commission defines a series of objectives, requirements, and a Proposal evaluation approach that will represent its best interests in conformance with Commission policies and New York State statutes and regulations. A submitted Proposal must include all information and documentation requested within this RFP.

The contents of this RFP, any modifications hereto, and the Proposal as submitted (consisting of a Technical Proposal and a Financial Proposal) will become binding contractual obligations on both parties if a Contract ensues. Failure of the Successful Bidder to accept these obligations may result in cancellation of the award.

### 1.2 LANGUAGE DIFFERENTIATION

Throughout this RFP the term "Bidder" is used to reference an entity during the preparation and submission of a proposal and any requirements preceding the award of a final contract through **Contract Form (Appendix B)** (“Contract”). In describing post-contract award requirements, the terms "Successful Bidder", “Consultant”, and “Contractor” are used.

### 1.3 HEADINGS

The headings used in this RFP are for convenience only and shall not affect the interpretation of any provisions of this RFP.

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<sup>1</sup> Within this RFP and the documents referenced herein, all references to “Drug” or “Drugs” refers collectively to any substance, chemical compound, metabolites, or unusual condition that may be present in equine biologic samples that may be present in violation of Commission regulations, unless otherwise specified.

## 1.4 QUESTIONS AND INQUIRIES

Questions from Bidders regarding this RFP shall be submitted via electronic mail to [Seth.Stark@gaming.ny.gov](mailto:Seth.Stark@gaming.ny.gov) and [Kristen.Buckley@gaming.ny.gov](mailto:Kristen.Buckley@gaming.ny.gov), no later than the date and time specified in the Schedule. Faxed or telephoned questions are not acceptable and will not be considered. If questions are provided via an attachment to electronic mail, the attachment shall be provided in Microsoft Word format, in order to be considered.

Bidders are cautioned that any question or inquiry regarding the RFP shall be written in generic terms and shall not contain any reference to the Bidder's pricing information. The inclusion of specific information about a Bidder's pricing in an inquiry may result in the Bidder's disqualification.

Responses to all questions, and any changes to the RFP resulting from such questions, will be communicated via published amendments, which will be posted on the Commission's website (<https://gaming.ny.gov/procurement>).

**Attachment 1, Bidder Acknowledgement of Amendment**, will be provided with each amendment. Bidders are required to include with their respective proposals a signed Bidder Acknowledgement of Amendment for each amendment to the RFP for such Bidder's Proposal to be fully considered.

## 1.5 NON-EXCLUSIVE RIGHTS

Nothing in this RFP or the Contract resulting from this RFP shall preclude the Commission from purchasing other products, services, or equipment covered by this RFP from other sources throughout the duration of the resulting Contract.

## 1.6 CONFIDENTIALITY AND NON-DISCLOSURE

The Successful Bidder shall maintain the security, non-disclosure, and confidentiality of all information in the performance of its activities to the extent required or allowable under the law.

- A. "Confidential Information" means any information not generally known to the public, whether oral or written, that the Commission identifies as confidential and discloses to the Successful Bidder so that the Successful Bidder can provide services to the Commission pursuant to the Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; test results; identification information; and such other data, information and images that the Commission deems confidential. The Commission will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential

Information as confidential at the time of disclosure to the Successful Bidder.

- B. Confidential Information does not include information that, at the time of Commission disclosure to Successful Bidder: (a) is already in the public domain or becomes publicly known through no act of Successful Bidder; (b) is already known by Successful Bidder free of any confidentiality obligations; (c) is information that the Commission has approved in writing for disclosure; or (d) is required to be disclosed by Successful Bidder pursuant to law so long as Successful Bidder provides the Commission with notice of such disclosure requirement and opportunity to defend prior to any such disclosure.
- C. The Successful Bidder may use Confidential Information solely for the purposes of providing services to the Commission pursuant to the Contract. The Successful Bidder shall not make copies of any written Confidential Information without the express written permission of the Commission. The Commission's disclosure of Confidential Information to the Successful Bidder shall not convey to the Successful Bidder any right to or interest in such Confidential Information and the Commission shall always retain all right and title to such Confidential Information.
- D. The Successful Bidder shall hold Confidential Information confidential to the maximum extent permitted by law. The Successful Bidder shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Successful Bidder uses to maintain its own confidential information.
- E. Upon written request by the Commission, the Successful Bidder shall return all written Confidential Information to the Commission.
- F. Nothing in this section shall be interpreted to limit or expand the Commission's obligations pursuant to New York Public Officers Law Articles 6 and 6-a, FOIL, and Personal Privacy Protection Law, respectively. Similarly, nothing in this section shall be interpreted to limit or expand the applicability of these laws' exemption to disclosure of records possessed by the Commission.

The Successful Bidder shall not disclose or discuss any equine Drug testing and research in whole or in part, to or with any person or entity other than the Commission unless approved, in writing, by the Commission.

Failure of the Successful Bidder or its officers, agents, employees, independent contractors, partners or subcontractors to fully comply with these requirements shall be deemed a failure to meet the Successful Bidder's obligations under the Contract and may result in the Commission suspending, canceling and/or

terminating the Contract for cause or convenience, and/or pursuing any other legal or equitable remedies available.

## **1.7 INDEPENDENT CONTRACTOR**

The relationship of the Successful Bidder to the Commission arising out of the resulting Contract shall be that of an independent contractor. The Successful Bidder, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the State by reason hereof, and that it will not by reason hereof, make any claim, demand or application for any right or privilege applicable to an officer or employee of the Commission or the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit. All personnel of the Successful Bidder shall be within the employ of the Successful Bidder only or shall be duly contracted subcontractors of the Successful Bidder, which alone shall be responsible for their work, the direction thereof, and their compensation.

Nothing in the Contract shall impose any liability or duty on the Commission or the State, on account of any acts, omissions, liabilities or obligations of the Successful Bidder, or any person, firm, company, agency, association, corporation, or organization engaged by the Successful Bidder as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes or payments of any nature, including, but not limited to, unemployment insurance and workers' compensation, and the Successful Bidder hereby agrees to indemnify and hold harmless the Commission and the State against any such liabilities.

## **1.8 SPECIFIED OPTION**

A Specified Option, as noted in this RFP, is identified as being of special interest to the Commission. The Bidder is required to include Specified Options in the Proposal. The Commission anticipates a potential need to acquire such Specified Option from the Successful Bidder; although the Commission may choose not to exercise such an Option.

## PART 2 - SCOPE OF WORK

### 2.1 SCOPE OF WORK

- A. Program Description. The Successful Bidder shall conduct an equine Drug testing and research program, to be known as the *New York Drug Testing and Research Program* ("Program"), in a manner satisfactory to the Commission and consistent with accepted professional and technical standards that will meet or exceed equine industry standards for such programs.

At present, the Commission tests biologic samples of only Standardbred horses. As a Specified Option, should the federal Horseracing Integrity and Safety Act, for whatever reason, cease to apply to require testing of biologic samples of Thoroughbred horses by an entity or entities set forth in such Act, or if Thoroughbred Drug testing otherwise becomes the Commission's obligation, the Program must be scalable, with appropriate lead time, to permit such Thoroughbred testing to be undertaken on behalf of the Commission.

Notwithstanding this solicitation, nothing herein shall be read as to limit or prohibit a Bidder from seeking designation by the Horseracing Integrity & Welfare Unit as a laboratory performing testing on Thoroughbred horses, so long as the performance under this contract award is unaffected.

- B. Testing. The Program shall include testing based upon the statutory authority and rules of the Commission concerning horses engaged in horse training and racing activities, at training facilities and racetracks within and outside the testing jurisdiction of the Commission as follows:
1. Pre-Race Samples Within the Testing Jurisdiction. The pre-race samples method of collection will be at the direction of the Commission. Pre-race samples may be tested by the Successful Bidder for the presence of alkalinizing agents at levels above a threshold amount the Commission determines. In addition, analysis for detection of other prohibited substances may be undertaken on blood or urine samples, hair collected, or other biological samples, as directed by the Commission.
  2. Post-Race Samples Within the Testing Jurisdiction. The post-race samples method of collection will be at the direction of the Commission. Post-race samples will be subject to routine testing, with the objective of detection and deterrence of the use of prohibited substances. Biologic samples will be collected, as the Commission determines. Other circumstances may warrant blood collection post-race.



3. Out-of-Competition Samples Within the Testing Jurisdiction. Out-of-Competition sample collection will be undertaken at the direction of the Commission. Out-of-Competition samples will be subject to testing, with the objective of detection and deterrence of the use of prohibited substances and to ensure licensed trainers and veterinarians use permitted medication in accordance with Commission Rules, including correctly recording such use. Out-of-Competition samples may include biologic samples from a horse and the timing of such sample collection is typically unannounced.
  4. Extraordinary Testing Within the Testing Jurisdiction. In the event the Commission requires further examination beyond the resources or scope of the Contract, then the Successful Bidder may, with prior approval of the Commission, enter into an agreement with an outside source to conduct further testing that may be required to satisfy inquiry by the Commission. Funding for such testing shall be subject to prior approval of the Commission.
  5. Tracks Outside the Testing Jurisdiction. If the Commission requires testing to be conducted from additional tracks outside of the Commission's jurisdiction, the Successful Bidder will use its best efforts to conduct such additional testing, under the Contract, subject to the limit of funds available from the Commission to support the additional requirements. Such requirements shall be made known to the Successful Bidder by the Commission at a reasonable time in advance of implementation of testing and the Successful Bidder will use its best efforts to obtain staffing and satisfactory facilities.
  6. Steward's/Judges' List and Veterinarians' List Within the Testing Jurisdiction. Horses working for release from Steward's/Judges' List or Veterinarians' List are subjected to testing to verify that the actual condition of the horse was not obscured or altered improperly. Available samples may include blood, urine, and/or hair. Testing of such samples must be completed by the Successful Bidder in a prompt manner without compromising the quality of such testing. If the results of such Drug testing suggests that a violation of the Commission's rules has occurred, confirmatory analysis must be performed by the Successful Bidder.
- C. Current regulations. As related to biologic testing of horses and Drug prohibitions and limitations relevant to horse racing in New York may be found at: <https://gaming.ny.gov/rules>
- D. Research. As funding permits, either through the Commission and/or other sources, the Successful Bidder shall include a research and development component in the Program to facilitate new methods of detecting known restricted or prohibited methods and Drugs, and the identification of

methods and Drugs in the future that may be used to influence the performance of a horse in a race, or that may otherwise be prohibited, with corresponding development of effective detection systems.

- E. Special Projects. The Commission may from time to time specify additional special projects to be performed concerning testing or research relating to Drug detection, which shall be incorporated in the Program, subject to the limit of funds available. Research shall be limited to areas reasonably related to equine Drug detection and performance. The Commission may, in its discretion after consultation with the Successful Bidder, direct the Successful Bidder to participate in quality testing studies or related equine programs, to the extent monies for such participation are available and such participation will not diminish the effectiveness of the Program.

## **2.2 COMMISSION RESPONSIBILITY AND PROJECT CONTROL**

The Commission will assign a primary contact to the Contractor who will be responsible for the direction and control of all aspects of the Program. The Commission's primary contact will also provide the Contractor with all available data required by the Contractor to carry out its duties under the Contract, including access to appropriate Commission staff, as needed.

The Commission will provide meeting space at its headquarters, currently located at 354 Broadway, Schenectady, New York, for in-person meetings between the Contractor and the Commission.

## **PART THREE – THE PROPOSAL**

Any Bidder submitting a Proposal in response to this RFP must meet the qualifications listed below. Information demonstrating a Bidder's qualifications must be incorporated into the Bidder's Proposal.

### **3.1 MINIMUM QUALIFICATIONS**

Pursuant to New York Racing, Pari-Mutuel Wagering and Breeding Law § 902, a Bidder, at the time of its submission of a Proposal in response to this RFP, shall be a state college or at a land grant university within New York.

### **3.2 ACCREDITATIONS**

A Successful Bidder shall provide documentation that it holds International Organization for Standardization ("ISO") 17025 and either holds full Racing and Medication Testing Consortium ("RMTC") accreditation or commits to apply for full RMTC accreditation within six months of entering into the resulting Contract. If currently applying for accreditation, a Successful Bidder shall provide documentation satisfactory to the Commission that it is diligently progressing toward such accreditation. Proof of accreditation shall be submitted, when obtained.

The Successful Bidder shall also disclose any deficiencies, if any, noted on the most recent accreditation (or re-accreditation) site inspection and provide documentation demonstrating that said deficiencies have been remedied. A Successful Bidder shall disclose if either of these accreditations has ever been suspended, revoked, or otherwise sanctioned. The Successful Bidder shall also provide written details of any sanction and its resolution.

Please note that the ISO 17025 accreditation and RMTC accreditation, when obtained, shall be maintained in good standing through the term of the Contract at the expense of the Successful Bidder.

### **3.3 QUALITY ASSURANCE**

A Successful Bidder shall commit to have appropriate personnel participate in the Association of Official Racing Chemists and RMTC external quality assurance programs. The results of an external laboratory's analysis of single- or double-blinded proficiency samples shall be disclosed to the Commission within 30 days of the Successful Bidder's receipt of an external quality assurance program report. For any testing deficiencies, the Successful Bidder shall provide the Commission with documentation of the correction plan to be implemented, and a timeline for implementation. For any other external quality assurance programs in which the Successful Bidder participates, the Successful Bidder shall provide all results, and all corrective action plans required.

The Successful Bidder shall routinely perform analysis of internal blind samples of substances of regulatory interest at relevant concentrations. The Successful Bidder shall notify the Commission within five business days of a failed analysis and provide a corrective action plan (and timeline) for remedying the deficiency. In addition to the reporting noted above, the Successful Bidder shall provide the Commission with quarterly reports of external quality assurance programs' analysis and the Successful Bidder's internal blind sample analysis, inclusive of the Drugs detected.

The Successful Bidder shall provide a full description of its internal quality control measures in its Proposal and affirm that it employs a designated, qualified Quality Assurance/Quality Control officer having the requisite authority to remedy deficiencies identified.

### **3.4 FACILITIES, EQUIPMENT, AND OPERATIONAL REQUIREMENTS**

For each of the following requirements, a Bidder shall demonstrate how it will satisfy each of the following if chosen as the Successful Bidder:

- A. Generally. The Successful Bidder shall provide suitable space for the operation of the Program that complies with applicable professional, technical and safety needs and standards for the conduct of an equine biologic sample testing and research program. The Successful Bidder shall be responsible for the management of the testing laboratory and the research and development component of the Program, as approved by the Commission. Unless otherwise specified herein, the Successful Bidder shall provide the facilities, staff, equipment,<sup>2</sup> and supplies necessary to operate the Program.
- B. Equipment.
  - 1. Title to equipment purchased under Contract with funds subject to the Contract or transferred to the Successful Bidder at the termination of the Contract shall be retained by the Successful Bidder, subject to reversion to the State of New York at such time the Contract concludes. Title to all equipment or specific equipment shall revert to the State of New York only if the State elects to claim title and notifies the Successful Bidder of this election in writing within thirty (30) days before the conclusion of the Contract if the Contract

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<sup>2</sup> The present contract with the incumbent vendor provides that title to equipment purchased under the existing contract or with funds subject to the existing contract or transferred to the incumbent is subject to reversion to the State of New York at such time when the present contract concludes, provided the State elects to claim title and notifies the incumbent of such election within 30 days before the conclusion of the present contract. The Commission will elect to exercise such option, meaning some equipment will be available for use by the Successful Bidder. A listing of such equipment will be provided to a prospective bidder upon request during the Question-and-Answer portion of the RFP process.

is terminated by the Commission, or within ten (10) days after the Commission's receipt of the Successful Bidder's notice of termination, if the Successful Bidder terminates the Agreement. Such final inventory shall be provided by the Successful Bidder within fifteen (15) days prior to the Contract's conclusion. The parties agree to establish a timetable for preliminary inventory no less than sixty (60) days prior to any anticipated conclusion of the Contract, or as far in advance as possible prior to the conclusion of the Contract if a good faith agreement sixty (60) days prior to conclusion is not feasible. The Commission has the right to make a preliminary election to claim title based on this preliminary inventory. During the Term of the Contract, the Successful Bidder is responsible for the insurance, maintenance and updating of the equipment insofar as funds are appropriated and allocated for said purpose by the Commission or from revenue from testing and related services provided by the Program for entities other than the Commission.

2. All equipment purchased pursuant to this Contract shall be labeled NEW YORK DRUG TESTING AND RESEARCH PROGRAM. An accurate and current inventory of all equipment used and operated by the Successful Bidder for the Program shall be maintained and transmitted to the Commission. The Successful Bidder shall render to the Commission's Equine Medical Director, or to the official or officials designated by the Commission, an accurate accounting of all equipment purchased by the Contract and by predecessor contracts which are disposed of through scrap, sale, or transfer out of the Program. Such reports shall include any equipment acquired at the inception of the Program by transfer from the Commission. The reports shall be in writing and in a format approved by the Commission. The reports shall be submitted on August 1 of each fiscal year and shall reflect all transactions for the previous fiscal year. Decisions regarding the disposal of equipment through scrap, sale or transfer shall be made by Successful Bidder, if approved by the Commission. Equipment shall be defined as any item, including computer equipment, with a total value of at least five thousand dollars (\$5,000.00), including the cost of modifications, attachments, and accessories necessary to make the equipment usable for the purpose for which it was acquired and the cost of training and installation, having an estimated useful life of at least two years.

C. Security.

1. Facility Security. A Bidder shall demonstrate that its facilities are secure from access by unauthorized individuals and that access to sample-handling areas are user-specific and accessible only by manual key or electronic/digitized device. The Bidder shall affirm that its laboratory facility has a power-failure notification system and an

alternative power source to prevent compromise of samples in the event of a power outage.

2. Facility and Information Security Policies and Procedures. The Successful Bidder, the Successful Bidder's officers, agents, subcontractors, and their employees and independent contractors, shall be required to comply with all applicable facility and information-security policies and procedures of the Commission and the State in performing the scope of work under this RFP. Such policies and procedures shall be communicated to the Successful Bidder as a condition precedent to the Successful Bidder's obligations under this paragraph.
3. Sample Security. The Successful Bidder will provide for the security of samples delivered to its representatives and provide for their prompt examination and reporting of the results of these examinations as herein provided.

D. Operational Requirements.

1. Standard Operating Procedures. A Bidder shall demonstrate that it has standard operating procedures ("SOPs") for all processes and methods. SOPs should be, where applicable, based upon methods that will detect substances at or above the thresholds required by the Commission's regulations. The Successful Bidder shall archive copies of retired SOPs in such a manner that the SOPs that were used to test each specific sample can be identified. The SOPs shall be accessible to the Successful Bidder's staff. The Successful Bidder shall review and update SOPs, as warranted, on a regular basis.
2. Laboratory Information Management System. A Bidder shall demonstrate that it has a laboratory information management system ("System") in which all interactions with each sample are documented from accession through the issuance of a final report, and until such time as the sample undergoes disposal. The System shall assign all samples unique laboratory identification numbers. Assignment of internal laboratory identification numbers shall be performed by sample accession personnel in a dedicated sample receiving area that is segregated from areas where analyses are performed, or Drug reference standards are used. By submitting a Proposal, Bidder warrants use of its Laboratory Information Management System for the purposes of any contract that may arise from this solicitation.

E. Sample Processing.

1. Timing. With the exception of TCO<sub>2</sub> analysis, all other analyses shall be initiated within 24 hours of the samples' arrival at the laboratory. Analysis of TCO<sub>2</sub> samples shall be initiated promptly upon the samples' arrival at the Successful Bidder's laboratory. TCO<sub>2</sub> testing shall not be performed on samples that were collected 120 or more hours prior to the Successful Bidder's sample preparation. The Successful Bidder shall promptly notify the Commission when testing is aborted due to sample age.
2. Inspection. Prior to the initiation of any analysis, samples and their corresponding documents shall be inspected, with the Successful Bidder promptly reporting any irregularities to the Commission. The Commission shall then provide the guidance to the Successful Bidder with respect to whether the affected sample should be analyzed.
3. Storage. From time of the Successful Bidder's receipt of a sample through the issuance of a final report with respect to such sample, each such blood sample shall be retained in a secured refrigerator and each such urine sample shall be retained in a secured freezer. Long-term storage freezers shall likewise be secured and accessible only to authorized Program personnel.
4. Sample Collection and Delivery. The Commission or its designees shall prescribe the equine subjects from which blood, urine, or other biologic samples are to be collected, shall provide for the acquisition of such samples, and shall provide for the secure delivery of samples to the Successful Bidder's representative at the Program facilities where the testing is conducted, in accordance with collection and delivery procedures specified by the Commission. In addition to blood, urine, and hair, samples to be tested may include special samples of Drugs or other substances obtained by Commission representatives during investigation or enforcement of Commission rules.
5. Anonymity. The Successful Bidder will make no inquiry with respect to the identity of the equine from which any samples are derived, nor with respect to any owner, trainer, or any entity or individual associated with the source of sample.
6. Damaged Samples. The Successful Bidder will report any samples not properly sealed or identified when delivered, or that reveal any evidence that the seal or identification have been disturbed or altered, to the Commission or to the official or officials designated by the Commission to receive such reports.

7. Tests. If, upon examination or laboratory analysis of the sample or samples, evidence of the presence of a Drug is found, the Successful Bidder shall record those findings, together with the identifying number of each such sample and an indication of the laboratory technique or techniques employed.

F. Post-Testing Requirements.

1. Sample Retention. At the end of any Commission-specified retention period, the Successful Bidder shall cause the disposal of tested samples. The Successful Bidder shall retain any split sample (*i.e.*, a sample obtained at the same time as the sample tested in the Program) or residual sample in a frozen condition and secured until the Commission authorizes the disposal of such sample.
2. Communication of Results. If upon such scientific examination of a sample the presence of a Drug in an amount suggesting an impermissible administration or presence of such Drug is determined, the Successful Bidder shall promptly communicate that information, together with the identifying number and the date on which the sample was taken to the Commission's Equine Medical Director and to the official or officials the Commission may designate from time to time to receive such reports, and to no other person or persons, at any time, unless specifically authorized by the Commission.
3. Preservation of Residual Positive Samples. When the Successful Bidder identifies a positive sample, the remaining portion of such sample shall be resealed promptly, identified by number and date, and stored by the Successful Bidder, subject to the retention requirements of the Commission.
4. Natural Causes. If upon examination in the judgment of the Successful Bidder a test result indicates that the presence of a Drug is the probable result of normal dietary or environmental influence, the Successful Bidder shall notify the Commission's designee in the Successful Bidder's final report.
5. Testimony and Support. The Successful Bidder shall furnish, at no additional cost, testimony and support relating to testing and analysis, including expert testimony concerning chemistry, pharmacology, toxicology, and pharmacokinetics, as the Commission may require.

- G. Reports. All reports must be submitted to the Commission's Equine Medical Director, or to the official or officials designated by the Commission. Such reports shall include, but not be limited to final reports of individual tests,



monthly reports of the drug testing under the Program, quarterly progress reports of the research under the Program, and updates of research status and utilization of discovery and inventions. The format of such reports shall be established by agreement of the Successful Bidder and the Commission.

H. Record Retention. A Bidder must illustrate how it will maintain records of its performance under the Contract, including, but not limited to, records of all samples received, results of all laboratory testing, and the type(s) of test(s) employed, pursuant to the record retention requirements within Appendix A, Standard Clauses for New York State Contracts.

I. Ethics and Integrity.

1. Generally. With respect to the Successful Bidder's employees participating in the Program, the Successful Bidder shall provide the Commission with such information and documents including, but not limited to, fingerprints, employment applications and license applications, as the Commission may require. The Commission's Equine Medical Director may require the dismissal of an individual from the Program on the grounds of possible security risk, conflict of interest, previous criminal record or other conduct detrimental to the Program. Recruitment, appointment, and retention of the employees in the Program are the responsibility of the Successful Bidder.

2. Grants. Grants or contracts with third parties involving direct participation in, or direct benefit from, the conduct of this Program, shall be agreed upon only with the mutual consent of the Commission and the Successful Bidder.

J. Historical Information. A Bidder shall provide a history of its experience in work relevant to the scope of work required by this RFP and Contract. The Bidder shall provide the following:

1. Contact information for three clients having similar service requirements to those of the Commission.

2. Information related to the dismissal of any analytic findings related to failure in chain-of-custody, erroneous or inadequately documented analytic methods, data analysis error, or other event attributable to the Bidder.

3. Information related to the dismissal of any analytic findings related to a reference laboratory's split-sample or residual-sample analysis failing to support the Bidder's finding.

4. Information related to the determination by any hearing officer or quasi-judicial official that testimony provided by the Bidder's personnel was not credible.

5. Description of the circumstances related to the termination of any contract or agreement with a regulatory agency before expiration of the stated term of such contract or agreement.

### **3.5 TECHNICAL AND PRICING PROPOSALS**

Proposals shall include a Technical Proposal to address all goods and services described in the scope of work (as set forth in section 2.1 of this RFP) and shall contain a Pricing Proposal. In addition to the Bidder's descriptions, certain information is requested in this Part that is of interest to the Commission and shall be included in the complete Proposal.

### **3.6 TECHNICAL PROPOSAL - BUSINESS ORGANIZATION**

- A. The Bidder shall state the Bidder's full name and address and, if applicable, any branch office or other subordinate element that will perform or assist in the performance of the work hereunder. The Bidder shall state the form of its entity organization (*e.g.*, corporation, partnership, limited liability company). The Bidder shall state whether the Bidder is qualified and/or registered to do business in the State of New York.
- B. The Bidder must provide the name, physical address, email address, and telephone number of the individual from its organization who is authorized to enter into and bind the Bidder to the terms and conditions of the Bidder's Proposal.
- C. The Bidder must demonstrate that the Bidder and any branch office or other subordinate element that will perform or assist in the performance of the work hereunder is of sufficient size and have the qualifications required to perform the requested services as set forth in this RFP. The Proposal must also:
  1. Explain the Bidder's hiring practices, including suitability standards;
  2. provide a thorough description of the Bidder's attorney and other employee capacity to undertake and successfully carry out the proposed services.
- D. The Bidder must submit, to the extent not already provided in the New York State Vendor Responsibility Questionnaire, descriptions of key corporate personnel, ownership control, and facilities available to satisfy the requirements of the proposed Contract. This information will be used in conjunction with the New York State Vendor Responsibility Questionnaire in determining whether the Bidder is "responsible" and therefore subject to a potential award under this RFP.

### 3.7 TECHNICAL PROPOSAL - EXPERIENCE OF THE BIDDER'S ORGANIZATION

The Bidder must demonstrate in its Proposal that its organization is of sufficient size and has the qualifications required to perform the requested services as defined in this RFP.

A. Required Documentation. The Proposal shall include the following:

1. A thorough description of the Bidder's organization, including employee capacity to undertake and successfully carry out the proposed services;
2. Résumés of the individuals the Bidder proposes to have manage the services set forth in this RFP, describing relevant education, knowledge, training, and experience. The Commission expects that these same managers will have overall responsibility for all projects conducted pursuant to this RFP. Exceptions may be made only with the approval of the Commission;
3. Description of prior experience of the Bidder, in sufficient detail to demonstrate the relevance of such experience to the services to be performed pursuant to this RFP; and
4. Description of how the organization's quality assurance program will be applied to the Bidder's Proposal.

B. References. References may be used to substantiate the Technical Proposal. The Proposal must include references relevant to any of the requested services, as set forth below. References must include company name, contact person (name, title, phone number, email address and mailing address) and include a general statement of the type and length of engagement the Bidder has performed for this reference.

1. If a single Bidder only, submit three references.
2. If submitting a Joint Proposal pursuant to Section 5.6, provide two references for each individual and/or business organization submitting the Joint Proposal.
3. If proposing to use a subcontractor for any significant portion of the work, two references for the primary Bidder and two for each subcontractor.

The Commission reserves the right to contact references as many times as the Commission deems advisable and to contact as many references as the Commission deems advisable to obtain a complete understanding of the Bidder's performance and experience. The Commission's evaluation committee ("RFP Evaluation Committee") also reserves the right to request

additional or alternative references to those provided in the Proposal, as the Commission may deem necessary, in the Commission's discretion.

### **3.8 TECHNICAL PROPOSAL - PROPOSED MANAGEMENT AND STAFFING**

A. Bidders. The Proposal shall include the information listed below:

1. Identify all staff (name and title/position), including a full-time dedicated staff project director, and other personnel to be used in performance of a Contract resulting from this RFP. The project director shall have overall responsibility for all work conducted pursuant to such Contract. Exceptions may be made only with pre-approval by the Commission.

Note: If the identity of staff is "To be determined," the Bidder must provide the staff title, and the qualifications and attributes required for the position.

2. Provide résumés (not biographies) for all proposed staff, each of which shall explain the relevant experience of the proposed staff member. Biographies do not provide sufficient information to allow for adequate evaluation of an individual's capabilities.
3. Explain the role each staff member will have in the Program and the anticipated percentage of time allocated for each in the proposed work effort.
4. Explain the role, if any, that proposed staff has had in previous projects with the organization.

B. Subcontractors. If a Bidder proposes to use the service of subcontractors, list all subcontractors to be used, including each subcontractor's name and address, contact person (name, title, phone number, electronic mail address and mailing address), and a complete description of work proposed to be subcontracted to each. Descriptive information concerning the subcontractor's organization and capabilities must be included. If the Bidder intends to use subcontractors, but has yet to identify them, the Proposal must include a description of the credentials that will be sought of such subcontractors. If the Bidder does not intend to use subcontractors, the Bidder should state the same in the Technical Proposal.

### **3.9 TECHNICAL PROPOSAL - INTERVIEWS**

Each responsive Bidder that submits a Proposal on or before the Proposal Due Date of this RFP may be interviewed by the Commission's RFP Evaluation Committee following such Bidder's submission, so that such Committee may gain a better understanding of the information provided in the Technical Proposal. If, as a result of the interview, the RFP Evaluation Committee determines that material

differences exist between the Bidder's Technical Proposal and what was presented in the interview, the RFP Evaluation Committee may take such differences into account when scoring the Technical Proposal.

### **3.10 PRICING PROPOSAL**

Bidders must complete **Attachment 2 - Pricing Proposal Form**, as directed on the Form and based on the scope of work set forth in Part 3 of the RFP. Bidders must use Attachment 2 for their Pricing Proposal. Alternate forms will be considered non-responsive.

A Bidder shall propose two sets of pricing:

- A. **Standardbred Pricing.** Standardbred pricing shall be limited to testing and research for Standardbred horses and harness racing only; and
- B. **Thoroughbred Pricing (Specified Option).** Thoroughbred Pricing (Specified Option) shall be limited to testing and research for Thoroughbred horses and would be necessary should the organization set forth in federal law cease to conduct testing of biologic samples of Thoroughbred horses, or Thoroughbred Drug testing otherwise becomes the Commission's obligation.

Proposed prices will be not-to-exceed (NTE) prices. Contractor shall submit a proposed annual budget for each contract year within the confines of the proposed NTE budget to the Commission's Equine Medical Director or their designee for review and approval.

### **3.11 PROPOSAL CLARIFICATION PROCESS**

The Commission may request clarification from a Bidder to resolve any ambiguity or question information presented in the Bidder's Proposal. Clarifications are an opportunity to explain, but not to enhance, a Proposal. Requests for clarification may occur throughout the proposal submission review and/or the proposal evaluation process. Clarification responses must be in writing and must address only the information requested. Responses must be submitted to the Commission within the response time set forth at the time of the request for clarification. Clarifications will be treated as addenda to the Bidder's Proposal.

## **PART FOUR – EVALUATION AND SELECTION**

### **4.1 INTRODUCTION**

This Part describes the evaluation and award process that will be used to determine which Proposal provides the greatest overall benefits to the State. The ability of the Commission to evaluate a Bidder's Proposal is dependent upon the proper submission and completeness of the Proposal. The failure of a Bidder to provide information requested by this RFP, to submit the Proposal according to the required format, or to respond appropriately to a clarification request or demonstration request, may result in disqualification of the Bidder's Proposal or reduction in scoring during the evaluation.

### **4.2 METHOD OF AWARD**

The method of award under this RFP will be "Best Value", the evaluation method for awarding a contract to the Bidder whose Proposal optimizes quality, cost, and efficiency among responsible offers. The determination of Best Value will be based on a scoring of Technical and Pricing Proposals in response to the RFP specifications.

### **4.3 EVALUATION METHODOLOGY**

The Commission will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. The RFP Evaluation Committee evaluating the Proposals will be comprised of Commission staff and may include other employees of the State of New York. The Commission reserves the right to make changes to the RFP Evaluation Committee's membership as the Commission deems appropriate.

The RFP Evaluation Committee will determine if a Proposal meets the minimum qualifications as provided for in this RFP's Section 3.1. Scoring of the Technical Proposals will be by consensus of the RFP Evaluation Committee. Pricing Proposals will be scored following conclusion of the Technical Proposal scoring process. The relative scoring weight of Technical to Price shall be: Technical: 70 percent; Price: 30 percent. For each Proposal that meets the minimum qualifications as provided for in this RFP's Section 3.12, the evaluation and award process will consist of the following:

- A. An assessment of compliance with RFP submission requirements.
- B. Detailed review by the RFP Evaluation Committee of the Technical Proposal's responses to the Scope of Work.
- C. Review of Proposal clarifications, if applicable.
- D. Scoring of Technical Proposals by the RFP Evaluation Committee via the evaluation criteria.

- E. Assessment and scoring of Pricing Proposals after scoring of the Technical Proposals.
- F. Compilation of the Technical Proposal and Pricing Proposal scores of each Bidder into a summary score sheet and recommendation of award into an Award Memorandum.
- G. Submission of the Award Memorandum to the Commission's Executive Director and/or Commission Members (if the Commission Members so elect) for review and acceptance or denial of the RFP Evaluation Committee's recommendation.
- H. Signature of the Award Memorandum by the Commission's Executive Director, if the RFP Evaluation Committee's recommendation is accepted.
- I. Notice of Award.

**4.4 INFORMATION FROM OTHER SOURCES**

The Commission reserves the right to obtain from sources other than the Bidder, information concerning a Bidder, the Bidder's offerings and capabilities, and the Bidder's performance, that the Commission deems pertinent to this RFP, and it may consider such information obtained when evaluating the Bidder's Proposal.

**4.5 EVALUATION AND SELECTION CRITERIA**

Proposals determined to comply with the requirements set forth in this RFP will be evaluated based on the following criteria:

- A. Bidding Organization Experience and Qualifications 16.5 points

Each Proposal will be evaluated on the Bidder's relevant experience and length of service in the industry.

- B. Proposed Staff Experience 25 points

Each Proposal will be evaluated on the Proposed Staff's relevant experience and length of service in the industry.

- C. Plan of Operation and Staffing Plan 25 points

Each Proposal will be evaluated as to the completeness of and the extent to which the plan of operation and staffing plan information meets the goals and requirements of the Solicitation.

- D. MWBE, SDVOB or SBE Status 3.5 points

Proposers that are New York certified Minority and Women Owned Business, New York State certified Service-Disabled Veteran-Owned Business or a New York State small business will receive an additional 3.5 points for such status.

1. The Proposer is a New York State Certified Minority-Owned Business or
2. The Proposer is a New York State Certified Women-Owned Business or
3. The Proposer is a New York State Certified Service-Disabled Veteran-Owned Business or
4. The Proposer is a Small Business as defined in Executive Law Section 310(20)

Note: Although a Proposer may meet more than one criteria, credit is to be awarded for only one category, not multiple categories.

E. Pricing Proposal evaluation total 30 points

For evaluation purposes, Standardbred Pricing will carry twice the weight of the Thoroughbred Pricing (Special Options). The evaluated total price will = (Standardbred Pricing total x 2) + Thoroughbred Pricing (Special Option). The Lowest evaluated total price will receive 30 points. Other bids will be scored in comparison to the lowest price bid. Contract value will be based on proposed total of Standardbred Pricing + Thoroughbred Pricing (Special Option), not the evaluated total price.

Points awarded will be rounded to the nearest hundredth place.

#### **4.6 FINAL COMPOSITE SCORE/DETERMINATION OF AWARD PROCESS**

The Technical and Pricing scores will be combined to determine the final composite score for each Bidder. The award will be made to the responsive and responsible Bidder who achieves the highest composite score, comprising the "Best Value".

#### **4.7 NOTICE OF AWARD**

A Contract award notification letter will be sent to the Successful Bidder and unsuccessful Bidder(s) advising that an award was made and that the award is subject to approval by the Office of the New York State Attorney General ("OAG") and the Office of the New York State Comptroller ("OSC").

#### **4.8 DEBRIEFINGS**

The Commission shall, upon request, provide a debriefing to any unsuccessful Bidder that responded to this RFP regarding the reasons that the Bidder's Proposal was not selected for an award. A debriefing shall be requested by an unsuccessful Bidder within 15 calendar days of release by the Commission of a notice in writing or electronically that the Bidder's Proposal is unsuccessful. The Commission will make good faith efforts to accommodate debriefings in-person or via telephone, if



requested by the Bidder, to the extent that these methods of debriefing are available and practical.

#### **4.9 PROTEST OR APPEAL**

If a Bidder decides to protest the award decision, the following protest procedures shall be followed:

- A. Any protest of the award decision must be filed with the Commission no later than 10 business days following the date of the written notification of award provided to the unsuccessful Bidders, or if a debriefing has been requested by an unsuccessful Bidder, no later than 5 business days following the date of the debriefing, whichever is later.
- B. The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest.
- C. The Commission shall conduct a review of the protest and issue a written determination to the protesting party within 15 business days of receipt of the protest. If additional time for issuance of the determination is necessary, the Commission will inform the Bidder of the delay and of the time frame within which a determination may be expected. The final written determination provided to the Bidder will constitute the Commission's final administrative determination of the protest.
- D. If an unsuccessful Bidder wants to appeal the Commission's final administrative determination of the Bidder's protest, the unsuccessful Bidder must submit such an appeal to OSC's Bureau of Contracts ("BOC"), within 10 business days of the Bidder's receipt of the Commission's final written determination. The protest appeal must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the Contract award by the Commission. A copy of the appeal must be served on the Commission, the Successful Bidder(s), and any other party that participated in the review of the protest conducted by the Commission. The unsuccessful Bidder's appeal must contain written affirmation that a copy of the appeal has been served as required by this paragraph.
- E. The appeal must be filed with:

Director, Bureau of Contracts – 11th Floor  
Office of the New York State Comptroller  
110 State Street  
Albany, NY 12236
- F. The Commission will submit an answer to the appeal to the BOC simultaneously with the delivery of the Contract to the BOC for its review, or within 7 business days of the submission of the appeal, whichever is later.

The Commission's answer to the appeal must include written affirmation that, simultaneous with the submission to BOC, the answer was transmitted to the protestor and the Successful Bidder(s).

- G. A Successful Bidder may, but is not required to, submit an answer to the appeal with the BOC. Such answer must include written affirmation that the answer was simultaneously delivered to the Commission and the protestor and must meet the submission requirements as noted above for the Commission.
- H. The BOC will evaluate the merits of the protest, the Commission's determination, and any response submitted by an interested party. The BOC, in its review, may require the Commission, the protesting party, the Successful Bidder, or any other interested party to address additional issues raised; may obtain information from an outside source; or may determine whether it deems it necessary to conduct a fact-finding hearing, and the level of formality of any hearing conducted.
- I. The BOC will issue a written determination addressing the issues raised by the appeal. All interested parties shall be provided with a copy of the determination. The determination shall be made part of the procurement record.

## **PART FIVE – GENERAL REQUIREMENTS FOR PROPOSALS**

### **5.1 GENERAL**

Bidders shall submit a complete Proposal in response to this RFP that satisfies the requirements set forth below. Failure to do so may render a Bidder's Proposal nonresponsive. A Document Submittal Checklist is included in this RFP as **Attachment 3 – Document Submittal Checklist**.

### **5.2 PROPOSAL DISCLOSURE BY BIDDER**

Disclosure by a Bidder, or agent of the Bidder, of a Bidder's Proposal contents, other than to comply with this RFP process, prior to the notice of the Contract award, may result in disqualification of the disclosed proposal.

### **5.3 MATERIAL REQUIREMENTS**

Material requirements of the RFP are those requirements designated as mandatory, without which an adequate analysis and comparison of Proposals is impossible, or those requirements that affect the competitiveness of Proposals or the cost to the Commission. Proposals that do not meet all material requirements of this RFP, or that fail to provide all required and mandatory information, documents, or supporting materials, or include language that is conditional or contrary to terms, conditions, and requirements, may be disqualified as nonresponsive. The Commission, in its sole discretion, reserves the right to determine whether a Proposal meets the requirements of the RFP.

### **5.4 PROPOSAL CONTENT AND SUBMISSION**

Bidders shall submit a complete Proposal in response to this RFP that satisfies the requirements set forth below. Failure to do so may render the Bidder's Proposal nonresponsive.

- A. Proposal Description. Each Bidder is expected to provide the Commission with information and evidence that will make possible a contract award that best serves the stated interests of the Commission and the State of New York. A Bidder is given wide latitude in the degree of detail it offers or the extent to which it reveals plans, designs, systems, processes, and procedures.

There is no limit on the number of pages in each Proposal; however, a Bidder should prepare a Proposal simply and economically, providing a straightforward and concise description of its abilities to satisfy the requirements of this RFP. Proposals containing a preponderance of boilerplate text are discouraged. Emphasis in each Proposal should be on completeness and clarity of content.

Failure by a Bidder to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation or determination of a nonresponsive Proposal. Responses to complex RFP requirements that are stated in a form semantically equivalent to “Bidder agrees to comply” may be disqualified as nonresponsive at the discretion of the Commission.

B. Proposal Format. Each Bidder must submit a complete Proposal in the format described below. Each Proposal must consist of two volumes: Volume I – Technical Proposal and Volume II – Pricing Proposal. Each Volume must be submitted separately from the other when submitted to the Commission as defined in Item C. of this section, “Proposal Submission”.

1. Volume I – Technical Proposal.

In addition to the requirements in Part Three – The Proposal, the Technical Proposal shall include a transmittal letter, signed by an individual authorized to bind the Bidder to its provisions. The Technical Proposal shall also include descriptive and technical matter only. No pricing information shall be contained in the Technical Proposal.

The contents of the Technical Proposal (Volume I) shall follow the outline below, include appropriate headings as represented in the RFP, and page numbers. To assist Bidders in their Technical Proposal responses and submittal of the required documents, please refer to **Attachment 3 – Document Submittal Checklist**.

- a. Transmittal Letter: The transmittal letter must be signed and shall contain names, addresses (physical and email), and telephone numbers of individuals who are authorized by the Bidder to address matters related to the Proposal including, but not limited to, contractual, technical, site visit, and references. The transmittal letter must also contain a statement that the Proposal will remain valid for at least 180 days from the proposal due date;
- b. Certifications and representations as required by this RFP and as listed in the Document Submittal Checklist – (Attachment 3);
- c. Bidder Acknowledgement of Amendment – (Attachment 1);
- d. Signed Contract Form (Appendix B) (Section 6.2);
- e. Designation of Proprietary Information (FOIL) in the form described in Section 5.11 of this RFP;

- f. Disclosure and Investigations During Proposal Evaluation as described in Section 5.12 of this RFP;
  - g. Disclosure of Litigation and Other Information as described in Section 5.13 of this RFP;
  - h. Response to Minimum Qualifications requirements in Section 3.1 and Preferred Qualifications in Section 3.7;
  - i. References; and
  - j. Response to specifications and in the order provided for in this Part Five – General Requirements for Proposals, including technical documentation as appendices.
2. Volume II – Pricing Proposal: In addition to the requirements in Part Three – The Proposal, the Pricing Proposal must be prepared as directed using the Pricing Proposal Form, Attachment 2.
- C. Proposal Submission. Both volumes of the Bidder’s Proposal shall be submitted to the Commission as set forth below and shall be received by the date and time set forth in the Schedule of Events. The Commission is not responsible for technical, hardware, software, telephone, or other communication malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to submit proposals electronically, including any injury or damage to Bidder’s or any other person’s or entity’s computer or computer system relating to or resulting from the Bidder’s electronic submission of its Proposal. Any late, illegible, incomplete, invalid, unintelligible, misdirected, or corrupted submissions shall be disqualified.
1. Volume I – Technical Proposal. The Technical Proposal shall be submitted separately from the Pricing Proposal, clearly marked “Technical Proposal”, and be submitted as noted below.
    - a. Electronic (non-redacted): One searchable PDF file of the complete non-redacted Technical Proposal.
    - b. Electronic (redacted pursuant to Section 5.11 “Designation of Proprietary Information (FOIL)”): One machine-readable (searchable) PDF file of the complete redacted Technical Proposal.

The electronic files shall each include all Technical Proposal sections within a single file to facilitate searches for terms across the breadth of the Technical Proposal.

Technical Proposals must be sent by email to:

[Officer.Contracting@gaming.ny.gov](mailto:Officer.Contracting@gaming.ny.gov). In the Subject line, please include "RFP #C202502 – Technical Proposal".

Do not include any pricing in the Technical Proposal. Technical Proposals that contain pricing will be deemed nonresponsive and disqualified.

2. Volume II – Pricing Proposal. The Pricing Proposal shall be submitted separately from the Technical Proposal.
  - a. Electronic (non-redacted): One searchable PDF file of the complete non-redacted Pricing Proposal.
  - b. Electronic (redacted pursuant to Section 5.11 "Designation of Proprietary Information (FOIL)"): One searchable PDF file of the complete redacted Pricing Proposal.

The electronic files shall each include the entire Pricing Proposal within a single file to facilitate searches for terms across the breadth of the Pricing Proposal.

Pricing Proposals must be sent by email to:

[Officer.Contracting@gaming.ny.gov](mailto:Officer.Contracting@gaming.ny.gov). In the Subject line, please include "RFP #C202502– Pricing Proposal".

- D. Proposal Receipt. The Commission will send an email to the sender of a Proposal, confirming the Commission's receipt of such Proposal. Upon receipt of a Proposal, the Pricing Proposal (Volume II) will be secured by the Commission's Designated Contacts and will not be opened until after the evaluation of the Technical Proposal is complete. The Technical Proposal (Volume I) will remain with the Designated Contacts for initial review of document submission as provided in this RFP, and subsequently distributed to the RFP Evaluation Committee at the start of the evaluation process.

## 5.5 DEADLINE FOR SUBMISSION

A Proposal must be received by the Commission on or before the due date and time specified in the Schedule in **Part 1 – General Information**, of this RFP. The Bidder is responsible for the Commission's timely receipt of the Bidder's Proposal and should plan for delivery accordingly. Failure of a Bidder to submit a Proposal

for the Commission's confirmed receipt by the specified time may result in rejection or disqualification of the Proposal. The late Proposal may be returned unopened to the Bidder.

## **5.6 JOINT PROPOSALS**

Two or more individuals or business operations may join to submit a Proposal in response to this RFP (a "Joint Proposal"). If a Joint Proposal is submitted, the Joint Proposal must define the responsibilities that each individual and/or entity is proposing to undertake. Of the individuals and/or entities submitting a Joint Proposal, one must be designated as the primary Bidder. In such case, the primary Bidder must be a state college or a land grant university within New York. Any contract award issued resulting from such a submission will be made exclusively to the primary Bidder. Any Joint Proposal must designate a single authorized official from one of the entities participating in such Joint Proposal to serve as the sole point of contact between the Commission and the entities that are responding together.

## **5.7 MULTIPLE PROPOSALS FROM ONE BIDDER PROHIBITED**

Multiple proposals from one Bidder are not permitted under this RFP. A Bidder shall submit, or be part of a joint submission of, only a single proposal, consisting of a Technical Proposal and a Pricing Proposal. However, a Bidder may, within the single proposal, and separate from the response to the requirements of this RFP, identify options, including solicited and unsolicited products, services, and features, absent of price, that the Bidder believes may be appealing and useful to the Commission. The inclusion of options accommodates the purpose of defining possible alternatives for execution of a single proposal, rather than through multiple proposals.

## **5.8 COSTS ASSOCIATED WITH PREPARATION OF PROPOSALS**

The Commission and State shall not be liable for any of the costs incurred by a Bidder in preparing or submitting a Proposal, and, therefore, the Commission and/or State will not assume any responsibility or liability for any costs incurred by a Bidder. The responsibilities and liabilities of the Commission and State shall be limited to those set forth in the Contract.

## **5.9 ACCURACY OF PROPOSALS**

Bidders are responsible for the accuracy of their Proposals. All Bidders are directed to take extreme care in developing their Proposals. Bidders are cautioned to review their Proposals carefully prior to submitting their Proposals, as request for proposal withdrawals after the proposal due date will not be granted. All exceptions and deviations shall be noted in Proposals, and no adjustments shall be made after an award is issued. If a Bidder submits a Proposal ahead of the submission deadline, the Bidder may submit an amended Proposal any time prior to the proposal due date identified in the Schedule of Events. Each Bidder is under an affirmative duty

to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the Contract is to be executed. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the Contract will be accepted by the Commission or the State as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the Contract at issue, will not be allowed any extra compensation by reason of any matter or thing concerning which such Bidder might have fully informed itself prior to bidding.

#### **5.10 EXTRANEOUS TERMS**

Proposals shall conform to the terms set forth in the RFP. Material deviations may render the Proposal nonresponsive and may result in disqualification of the Proposal. Extraneous terms proposed by a Bidder for consideration shall be submitted using the format and process set forth in the RFP. Any Bidder submissions on standard, preprinted forms, such as, but not limited to, product literature, order forms, license agreements, contracts, or other documents that are attached or referenced with submissions shall not be considered part of the Proposal or resulting Contract but shall be deemed included for informational or promotional purposes only. Only extraneous terms accepted by the Commission, in writing, shall be expressly incorporated into the Contract. Acknowledgement of receipt and/or processing of a Proposal shall not constitute acceptance of extraneous terms. The Commission will not entertain any exceptions to Appendix A, Standard Clauses for New York State Contracts.

#### **5.11 DESIGNATION OF PROPRIETARY INFORMATION (FOIL)**

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed, except as may be required under the New York State Freedom of Information Law ("FOIL") as found in New York State's Public Officers Law Article 6. FOIL provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause substantial injury to the competitive position of a commercial enterprise. This exemption applies both during and after the evaluation process.

**If a Bidder believes the Bidder's Proposal contains any such trade secrets or other confidential information, the Bidder must submit a request with the Bidder's Proposal to exempt such information from disclosure. Such request must: (a) identify the specific information in the Proposal; (b) identify the location (section, page number) of such information; and (c) state the specific, detailed reasons why the Bidder believes that FOIL permits the exemption of such information from disclosure.**



Requests for exemption of the entire contents of a Proposal from disclosure have generally not been found to be meritorious and are discouraged. Please limit any requests for exemption of information from disclosure to bona fide trade secrets or other specific information, the disclosure of which would cause a substantial injury to the Bidder's competitive position.

For requested exemptions, the Commission's legal staff, as directed by the Designated Contacts, will review each requested exemption and communicate with the Bidder regarding the Commission's determination of whether such requested exemption has been designated as an exemption. The designation shall not become final until accepted by the Commission via formal letter. The redacted version will be the material that is released in response to a relevant FOIL request or posted on the Commission's website to provide the public with access to the same information that would be produced in response to a relevant FOIL request.

#### **5.12 DISCLOSURE AND INVESTIGATIONS DURING PROPOSAL EVALUATION**

Subsequent to Proposal submission, the Commission may initiate investigations into the backgrounds of the Bidder and individuals or entities related to any officers, directors, members, principals, investors, owners, subcontractors, employees, independent contractors, or any other individuals or entities related to the Bidder, as the Commission may deem appropriate, in the discretion of the Commission. Such background investigations may include fingerprint identification by the New York State Division of Criminal Justice Services ("DCJS") and the Federal Bureau of Investigation ("FBI"), and such additional investigation as may be required. The Commission may disqualify a Proposal based upon the results of any such background checks. Each Bidder is advised that any Bidder who knowingly provides false or intentionally misleading information in connection with any investigation by the Commission may cause the Proposal of such Bidder to be disqualified, or a contract to be canceled by the Commission, in the sole discretion of the Commission. If a Bidder or a subcontractor is a subsidiary of a parent entity, the Commission may, in its sole discretion, also require the above disclosures from the parent entity.

#### **5.13 DISCLOSURE OF LITIGATION AND OTHER INFORMATION**

The Commission has a strong interest in the Successful Bidder's continuing ability to provide secure, high-quality products and services, and as such, the Commission requires that a Bidder list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could materially affect the Bidder. As part of its disclosure requirement, a Bidder must also state whether the Bidder, including any of the owners, officers, directors, or partners of such Bidder, has ever been convicted of a felony. Failure to disclose any such matter may result in disqualification of the Bidder's Proposal or termination of the Contract. Such disclosures must be included in the Bidder's Proposal.

**This disclosure obligation is a continuing requirement.** Any such matter commencing after submission of a Proposal, and with respect to the Successful Bidder after the approval of the Contract, must be disclosed to the Commission in a written statement and in a timely manner.

#### **5.14 CHANGE IN FINANCIAL CONDITION**

If a Bidder that has submitted a Proposal in response to this RFP experiences a substantial change in financial condition prior to the award of a contract pursuant to this RFP, or if a Successful Bidder experiences a substantial change in financial condition during the Term of the Contract with the Commission, the Bidder is required to notify in writing the Commission's Executive Director at the time the change occurs or is identified. Failure to notify the Executive Director of such a change may result in disqualification of a Bidder's Proposal and with respect to the Successful Bidder, termination of the Contract, in the sole discretion of the Commission. The Commission also reserves the right, based on its assessment of a change in financial condition, to disqualify a Bidder's Proposal or terminate a contract.

**This disclosure obligation is a continuing requirement.**

#### **5.15 CHANGE IN OWNERSHIP**

If a Bidder experiences a material change in ownership prior to the award of a contract or during the term of a contract with the Commission, the Bidder is required to notify the Executive Director of the Commission, in writing, at the time the change occurs or is identified. "Material change in ownership" is defined as any merger, acquisition, assignment, or change in parties who, in the aggregate, own greater than five percent of the Bidder or the parent company of the Bidder. Failure to notify the Executive Director of such a change may result in the disqualification of a Bidder's Proposal and with respect to the Successful Bidder, termination of the Contract, in the sole discretion of the Commission. The Commission reserves the right, based on its assessment of a material change in ownership, to disqualify a Bidder's proposal or terminate a contract.

**This disclosure obligation is a continuing requirement.**

#### **5.16 NEW YORK STATE PUBLIC OFFICERS LAW**

Contractors, consultants, vendors, and subcontractors may hire former Commission employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the Commission may neither appear nor practice before the Commission, nor receive compensation for services rendered on a matter before the Commission, for a period of two years following their separation from Commission service. In addition, former Commission employees are subject to a "lifetime bar" from appearing before the Commission or receiving compensation for services regarding any transaction in which they

personally participated or that was under their active consideration during their tenure with the Commission.

#### **5.17 ETHICS REQUIREMENTS**

The Successful Bidder and its subcontractor(s) shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York State Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines, or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government (“Commission on Ethics”), or its predecessors or successors (collectively, the “Ethics Requirements”). The Successful Bidder certifies that its employees and those of its subcontractor(s) who are former employees of the State, and who are assigned to perform services pursuant to this Contract, shall be assigned in accordance with all Ethics Requirements. During the Contract’s Term, no person who is employed by the Successful Bidder or its subcontractor(s) and who is disqualified from providing services set forth in this Contract pursuant to any Ethics Requirements may share in any net revenues of the Successful Bidder or its subcontractor(s) derived from this Contract. The Successful Bidder shall identify and provide the State with notice of those employees of the Successful Bidder and its subcontractor(s) who are former employees of the State that will be assigned to perform services pursuant to this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Successful Bidder provide the State with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the Commission on Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the Commission on Ethics. The State shall have the right to withdraw or withhold approval of any subcontractor(s) if utilizing such subcontractor(s) for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate the Contract resultant from this RFP at any time if any work performed hereunder conflicts with any of the Ethics Requirements.

#### **5.18 HIRING OF COMMISSION PERSONNEL**

In addition to the hiring and compensation limitations outlined in the New York State Public Officers Law section, above, at all times during the proposal evaluation period and continuing for one year following either the award of a contract or disqualification of all Proposals, Bidders are prohibited from making any employment offer, or proposing any business arrangement whatsoever, to any Commission employee involved in the evaluation of Proposals, the contract award, or contract negotiations. A Bidder making such an offer or proposition may be disqualified.

## **5.19 NEWS RELEASES**

A news release pertaining to this RFP, or the services, evaluation, or project to which this RFP relates, may not be made without prior written Commission approval, and then only in accordance with express written instructions from the Commission. No outcome of the award under this procurement may be released without prior approval by the Commission and then only to persons designated by the Commission.

## **5.20 ADVERTISING**

Each Bidder agrees to not use the Commission's name, logos, images, nor any data, or results arising from this RFP or the Contract as part of any advertising without prior written approval by the Commission, and then only in consultation and cooperation with the Commission.

## **5.21 STATE'S RESERVED AUTHORITY**

In addition to any authority set forth elsewhere in this RFP, the Commission reserves the authority to:

- A. Award a contract for all, or part of the services requested by this RFP;
- B. waive any informality or technical defect if, in the judgment of the Commission, the best interest of the Commission will be so served;
- C. eliminate or waive any non-material mandatory specification(s) that cannot be complied with by any of the prospective Bidders;
- D. amend the RFP and direct Bidders to submit proposal modifications accordingly;
- E. change any of the scheduled dates stated herein;
- F. reject or disqualify any or all Proposals received in response to this RFP, and reissue a modified version of this RFP;
- G. withdraw the RFP at any time, at the sole discretion of the Commission;
- H. seek clarifications and revisions to Proposals;
- I. use information obtained through management interviews, and the State's investigation of a Bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the Bidder in response to the request by the Commission for clarifying information in evaluation and/or selection under this RFP;

- J. disqualify any Bidder whose conduct and/or Proposal fails to conform to the requirements of this RFP;
- K. negotiate with the Successful Bidder within the scope of the RFP in the best interests of the State;
- L. request best and final offers;
- M. make multiple contract awards pursuant to this RFP;
- N. not make an award from this RFP;
- O. utilize any and all ideas submitted in the Proposals received;
- P. have any service completed via separate competitive bid or other means, as determined to be in the best interests of the Commission and the State;
- Q. begin contract negotiations with another Bidder in order to serve the best interests of the Commission and the State should the Commission determine that its good faith efforts in negotiating a contract with the selected Bidder have been unsuccessful;
- R. set aside the original Successful Bidder if the Commission determines that such Bidder is nonresponsive or not responsible. The Commission may then award the Contract to the Bidder with the next highest total combined score if such a Bidder is responsible and such Bidder's Proposal is responsive; and
- S. stop the work covered by the RFP, Proposal, and the Contract at any time that it is deemed the Successful Bidder is unable, unwilling, or incapable of performing the work to the Commission's satisfaction. If the Commission issues a stop work order, providing the reason for the work stoppage, the Successful Bidder shall have 10 business days from the date of the Commission's stop work order to respond appropriately thereto in an effort to convince the Commission that the work stoppage should not take effect, before any such stop work order shall become effective. If after consideration of a response from the Successful Bidder (or no response), the Commission decides thereafter, in its discretion, that the stop work order should take effect, the Commission may then arrange for the completion of the work as it deems advisable. If the cost thereof exceeds the amount of the Successful Bidder's Proposal, the Successful Bidder and its surety shall be liable to the State for such cost.

## **5.22 DEFAULT**

The Commission reserves the right to cancel the Contract and to pursue any and all legal remedies provided at law, in equity, in this RFP, or in the Contract, for breach or nonperformance of a contract or other infractions, whether or not such

default results in the cancellation of the Contract executed pursuant to this RFP. In addition to the remedy of Contract cancellation and all other remedies available to the Commission hereunder, in the Contract, at law or in equity, the Commission may in its sole discretion accept partial, incomplete, or otherwise non-complying performance, and may deduct from the price to be paid under the Contract a sum that, in the Commission's determination, reasonably reflects the difference in value between the Contract as it was to have been performed, and as it was actually performed. The Commission shall be entitled to collect costs incurred as the result of a breach by the Successful Bidder and/or any of the Successful Bidder's subcontractors, including court costs and reasonable attorneys' fees.

### **5.23 DISPUTES UNDER THE CONTRACT**

In the event that any dispute arises between the parties with respect to the performance required of the Successful Bidder under the Contract, the Commission's Executive Director shall issue a written determination to the Successful Bidder. Such determination shall be final, conclusive, and not subject to review in all respects unless the Successful Bidder, within 30 days of the date of said determination, delivers a written appeal to the Executive Director. The decision of the Executive Director on any such appeal shall be made within 30 days of receipt of the appeal and shall be final and conclusive and the Successful Bidder shall thereafter in good faith and due diligence render such performance as the Executive Director has determined is required of the Successful Bidder. The Successful Bidder's options with respect to any such decision on appeal shall be whether (a) to accept the determination of the Executive Director as a correct and binding interpretation of the Contract, or (b) to make such claims as it may desire before the appropriate court of competent jurisdiction in the State of New York. Pending a final judicial resolution of any such claim, the Successful Bidder shall proceed diligently and in good faith with the performance of the Contract as interpreted by the Executive Director in the final decision issued, and the Commission shall compensate the Successful Bidder pursuant to the terms of the Contract.

### **5.24 DELEGATION AND/OR ASSIGNMENT**

No delegation of any duties under this RFP by the Successful Bidder shall be binding upon the State until the Commission has given written consent to such delegation; nor shall assignments of rights to monies due or to become due under this RFP be permitted to any individual or business organization other than Successful Bidder, except by express written consent of the Commission.

### **5.25 RIGHT TO AUDIT SUCCESSFUL BIDDER'S OPERATIONS**

The Commission reserves the right to audit the Successful Bidder's records and operations as they relate to the Successful Bidder's operations for the Commission. Said audits may be conducted by the Commission's own auditors,

by an independent firm, or a State agency specified by the Commission. The Successful Bidder shall agree to cooperate fully with any and all audits.

## **5.26 AUTHORITY OF COMMISSION**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Commission shall be final and binding. The Successful Bidder shall follow the lawful instructions of the Commission in regard to any services provided to, or to be provided to, or performed for, the Commission or the State of New York.

## **5.27 LITIGATION, COMPLAINTS, OR REQUESTS**

Each Successful Bidder shall notify the Commission promptly of any complaint, claim, lawsuit, special proceeding, notice of claim, petition, subpoena, requests for production of documents, or other requests (including, but not limited to, requests for information related to the Successful Bidder pursuant to FOIL) of any kind whatsoever arising out of or relating to the subject matter of this RFP, the Successful Bidder's Proposal, and the Contract and shall cooperate with the Commission in the Successful Bidder's defense thereof and/or response thereto.

If litigation is commenced against the Commission related to a Bidder's designation of proprietary information in Section 5.11, such Bidder shall cooperate with the Commission in the Commission's defense of such litigation. Failure to cooperate with the Commission in such defense shall be a waiver of Bidder's designation, and the Commission shall proceed as appropriate in such litigation without Bidder, including, but not limited to, potential disclosure of material that Bidder previously requested be redacted from disclosure.

## **5.28 INDEMNIFICATION**

To the extent permitted by law, each Successful Bidder shall forever defend, indemnify, and hold harmless the State of New York, the Commission, and their respective commissioners, members, officers, agents, directors, employees, other contractors, and sales agents, and all agents, employees, officers and directors thereof, from and against any and all claims, liabilities, losses, damages, costs, injuries, debts, or expenses (including reasonable fees, court costs, and expenses of attorneys of the Commission's choice), that may be made, incurred, suffered, or required, in whole or in part, based on, arising out of, or being related to:

- A. The Successful Bidder's response to this RFP;
- B. the Successful Bidder's obligations to the State of New York or other governmental or legal authority;
- C. the Successful Bidder's contracts and subcontracts,

- D. products and services provided by the Successful Bidder under the Contract;
- E. the Successful Bidder's performance under the Contract;
- F. claims that any or all of the products or services provided by the Successful Bidder under the Contract violate the intellectual property rights of a third party; and/or
- G. an actual or alleged act or omission of any of the following individuals or entities, related to this RFP, the Successful Bidder's Proposal, and the Contract:
  - 1. the State of New York and/or the Commission;
  - 2. the Successful Bidder;
  - 3. a subcontractor of Successful Bidder; or,
  - 4. any person directly or indirectly employed by or in an agency relationship with the Successful Bidder or a subcontractor, which may arise out of or be related to the Successful Bidder's response to this RFP or its or any of its subcontractor's performance or failure to perform under any Contract.

All obligations to defend, indemnify, and hold harmless shall survive the termination of the Contract.



## PART SIX – PROVISIONS

### 6.1 GOVERNING LAW

The proposal submission process, the evaluation of Proposals, the award procedure, and the Contract resulting from this RFP, shall be governed by the laws of the State of New York and shall be interpreted according to New York State law. All disputes of claims arising under this RFP or any Contract resulting from this RFP, other than as specifically set forth in this RFP, shall be brought exclusively in the appropriate court of competent jurisdiction in the State of New York. By submitting a Proposal, a Bidder waives access to any other court or forum that may have concurrent jurisdiction within or outside New York State to hear or resolve any such dispute or claim.

### 6.2 FORM OF CONTRACTUAL AGREEMENT

- A. Every Bidder responding to this RFP must include as part of its Technical Proposal a signed **Contract Form (Appendix B)**, which serves as the Bidder's acknowledgment and agreement to the terms of the Contract if the Bidder is deemed to be the Successful Bidder under the RFP process. **Failure to comply with this submission requirement may deem the Bidder's Proposal nonresponsive.**
- B. Any exception or proposed change to the Contract in **Contract Form (Appendix B)** must be raised in a Bidder question submitted to the Commission pursuant to the Schedule and in accordance with the question-and-answer process established in this RFP. The Commission does not intend, but reserves the right, to negotiate any changes in the provisions of the Contract following the receipt of Proposals.
- C. Following notification of award, the Successful Bidder will be expected to sign a final Contract with the Commission, which will be in the form incorporated into this RFP or as revised through the RFP amendment process. **Appendix A, Standard Clauses for New York State Contracts** becomes part of all New York State contracts and is incorporated into the Contract. The Contract executed by the Successful Bidder will become binding and effective after approval by the Commission, the OAG, and the OSC.

### 6.3 TERM OF CONTRACT

Any contract resulting from this solicitation shall commence on July 1, 2025, and be in effect for three years. As determined by the Commission, the three-year period may be extended for two additional one-year periods. There will be no adjustment to the pricing provided in Attachment 2 – Pricing Proposal during the three-year term or any extended term.

#### **6.4 SEVERABILITY**

If a court of competent jurisdiction in the State of New York determines any portion of this RFP and/or the Contract to be invalid, such portion shall be severed, and the remaining portions of the RFP and/or the Contract shall remain in effect.

#### **6.5 STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS**

**Appendix A, Standard Clauses for New York State Contracts** is attached and becomes part of all New York State contracts.

#### **6.6 COMPENSATION, INVOICING AND PAYMENT**

- A. The Successful Bidder may invoice monthly, in arrears, for hours worked, by title, in accordance with the “not to exceed” proposed pricing (Attachment 2 Pricing Proposal) and for 1/12<sup>th</sup> the total annual amount for other expenses. All invoices must include credits for any payments made to the Successful Bidder directly from racetracks that month.
- B. The Successful Bidder shall not be compensated for expenses, such as travel and other out-of-pocket expenses that may be required or incurred in order to provide the services required in the Contract.
- C. Payment under the Contract will be in accordance with New York State Prompt Payment Law (Article 11-A of New York State’s State Finance Law). Payment for services will be made upon completion of the services, in accordance with the terms of this RFP, and upon receipt by the Commission of a proper invoice.
- D. Invoices shall be submitted as a PDF email attachment and directed to the New York State Business Services Center at:

[accountspayable@ogs.ny.gov](mailto:accountspayable@ogs.ny.gov)

and copied to the Commission’s Finance Office at:

[accountspayable@gaming.ny.gov](mailto:accountspayable@gaming.ny.gov).

The Commission shall promptly process all payments due to the Successful Bidder that conform to the provisions of this RFP and are approved by a Commission employee with authority over or within the Commission’s Finance Office.

#### **6.7 SUCCESSFUL BIDDER RESPONSIBILITIES AS PRIMARY CONTRACTOR**

- A. The Successful Bidder is required to assume responsibility for all contractual activities offered in the Successful Bidder’s Proposal, whether or not the Successful Bidder, itself, performs such activities. Further, the

Commission will consider the Successful Bidder to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the Contract.

- B. Upon approval by the Commission, the Successful Bidder may have and utilize the service of subcontractors, but the Successful Bidder shall accept full responsibility for the performance of any such subcontractor.

## 6.8 APPROVAL OF STAFFING

The Commission reserves the right to review and, if perceived necessary, disapprove of any employee of the Successful Bidder who is proposed to be assigned to the Commission's account, either at Contract inception or during the Term. The Successful Bidder agrees to commit to the level and quality of staffing as specified in its Proposal.

## 6.9 SUBCONTRACT APPROVAL

- A. Any subcontractors need the Commission's written approval before beginning work, which may require the Successful Bidder to replace subcontractors who are determined to be unacceptable, either at Contract inception or during the Contract Term, or any extension thereof. Subcontractors are subject to background checks of personnel and principals.
- B. The Successful Bidder agrees not to subcontract any of its services, unless as identified in its Proposal, without the prior written approval of the Commission. Approval shall not be unreasonably withheld upon receipt of a written request to subcontract.
- C. The Successful Bidder may arrange for a portion(s) of its responsibilities pursuant to the Contract to be subcontracted to qualified, responsible subcontractors, subject to approval by the Commission. If the Successful Bidder determines to subcontract a portion of the services, the subcontractor(s) must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Contract must be fully explained by the Successful Bidder to the Commission. As part of this explanation, the subcontractor (and any of its subcontractors) must submit to the Commission a completed **Appendix K, Vendor Assurance of No Conflict of Interest or Detrimental Effect** and **Appendix P, Potential Conflict of Interest Disclosure Form**, as required of the Successful Bidder prior to execution of the Contract.
- D. The Successful Bidder retains ultimate responsibility for all services performed under the Contract.
- E. All subcontracts shall be in writing and shall contain provisions that are functionally identical to, and consistent with, the provisions of the Contract

including, but not limited to, the body of the Contract, **Appendix A, Standard Clauses for NYS Contracts**, and the RFP. Unless waived in writing by the Commission, all subcontracts between the Successful Bidder and subcontractors shall expressly name the State and the Commission as the sole intended third party beneficiaries of such subcontract. The Commission reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s). Such right shall not make the State or the Commission a party to any subcontract, or create any right, claim, or interest to the subcontractor or proposed subcontractor as against the State or the Commission.

- F. The Commission reserves the right, at any time during the Term of the Contract, to verify that the written subcontract(s) between the Successful Bidder and subcontractor(s) complies with all the provisions of this section and any subcontract provisions contained in the Contract.
- G. The Successful Bidder shall give the Commission immediate notice in writing of the initiation of any legal action or suit that relates in any way to a subcontract with a subcontractor, or that may affect the performance of the Successful Bidder's duties pursuant to the Contract. Any subcontract shall not relieve the Successful Bidder in any way of any responsibility, duty and/or obligation of the Contract.
- H. If at any time during performance under the Contract, total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a **New York State Vendor Responsibility Questionnaire, Appendix E**.

#### **6.10 VENDOR CODE OF CONDUCT**

Contractors and subcontractors associated with the Commission are expected to:

- A. Offer goods and services only of the highest standards;
- B. Use their best efforts to prevent themselves and their industry from becoming embroiled in unfavorable publicity;
- C. Make sales presentations in a responsible manner, and when it is necessary to point out the superiority of their goods or services over those of their competitors, to do so in such a manner as to avoid unfavorable publicity for the State;
- D. Avoid promotional activities that could be interpreted as improper and result in embarrassment to the State;
- E. Report security problems, or potential security problems, promptly to the Commission; and

- F. Not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Commission employee, or to any individual influencing the outcome of the RFP, or any project or service under the RFP.

#### **6.11 INTELLECTUAL PROPERTY**

To the extent that the Successful Bidder utilizes or relies upon the intellectual property rights of a third party in fulfilling its obligations under the Contract, the Successful Bidder will provide the Commission with whatever assurance the Commission deems necessary that the use of such third-party intellectual property rights is permissible. In addition, in the event of a failure to perform or a breach of the Contract the Successful Bidder shall ensure continued right of use of licensed intellectual property by the Commission. The Commission will not pay a fee for rights already held by the Successful Bidder; however, if fees are incurred for the licensing of intellectual property owned by any third party relevant to the fulfillment of the services under this RFP, such as third-party products, logos, trademarks, brands, or labels, any fees to be paid by the Commission for use of a third party's intellectual property will be negotiated on a case-by-case basis, and require the Commission's approval before use and payment. Intellectual property fees for third-party products, logos, trademarks, brands, or labels that the Successful Bidder deploys under the Contract shall be the responsibility of the Successful Bidder. A Bidder, as part of such Bidder's Proposal, must provide a list of any third-party's intellectual property relevant to this procurement that the Bidder is currently licensed to use.

#### **6.12 OWNERSHIP OF PROPOSAL CONTENTS, MATERIALS AND INTELLECTUAL PROPERTY**

Any and all content and materials submitted with a Proposal shall not be returned and will be maintained by the Commission as part of the procurement record. It is not the intent of the Commission to use materials submitted with a Proposal for anything other than supporting documentation. However, the Commission will not be held liable for the unintentional use of such materials. Ownership of all data, documentary material and operating reports originated and prepared pursuant to the Contract resulting from this RFP shall belong to the Commission. The Bidder agrees that, except where noted, all content, materials, documents, products, reports, data and other information, whether finished, unfinished, or draft developed, gathered or compiled under this RFP by the Bidder are the sole exclusive property of the Commission and shall not be used by the Bidder or any other person, or destroyed without express written permission of the Commission. Any work product created pursuant to this RFP, the Contract, and any subcontract, shall be "works made for hire" and shall become the property of the Commission, which shall have all rights of ownership and authorship in such work product. Additionally, the Bidder hereby assigns to the Commission any and all intellectual property rights to any such work product.

### 6.13 TECHNOLOGY PROVISIONS

The Successful Bidder shall be compliant with all [New York State Office of Information Technology Services security policies and standards](#).

### 6.14 FORCE MAJEURE

- A. A Force Majeure occurrence is an event, condition, or effect that is caused by facts and circumstances that are beyond the reasonable control of such party and leads to non-performance, but that cannot be reasonably anticipated or controlled and occurs without the fault or negligence of the non-performing party. As herein used, Force Majeure includes, but is not limited to, the enactment, imposition or modification of any law that occurs, takes effect or is applied after the date of the Contract and that prohibits or materially impedes the performance of the obligations of the Commission and/or the Successful Bidder whether caused by new or pre-existing conditions including, but not limited to, riot, sabotage, boycott, embargo, or civil or military disturbances; interruption of or delay in transportation; national emergency; acts of terrorism; inability to procure material; rationing; failure of electricity or other utilities; restrictive laws, regulations or orders, or any act or failure to act, or interference of any federal, state or local government or governmental agency or authority; confiscation or seizure by any governmental authority; condemnations by any governmental authority; riots or insurrection; war or war-like actions; earthquake, flood, storm, wash-outs, fire, lightning or other severe inclement weather or action of the elements, or other acts of God; explosions or other accidents; nuclear reaction or radiation; epidemic, pandemic, or other public health crisis or emergency, whether national or local; interruption or loss of internet, computer, telephone, broadcast or other communications or service; strikes, lockouts or other labor stoppage, disturbance, or disruption; or any other cause that is beyond the control of the party affected, and that, by the exercise of reasonable diligence, said party is unable to prevent delays arising as a result thereof or to predict and through advance planning avoid such delays.
- B. Except as otherwise provided in the Contract, neither the Successful Bidder nor the Commission shall be liable to the other for any delay in, or failure of performance of, any covenant contained herein, nor shall any such delay or failure of performance constitute default hereunder, to the extent that such delay or failure is caused by a Force Majeure occurrence. The existence of such causes of delay or failure shall extend the schedule for performance to such extent as may be necessary to complete performance in the exercise of reasonable diligence after the causes of delay or failure have been removed, if approval for such extension is given by the Commission. During any period of non-performance due to a Force Majeure occurrence, payments from the Commission to the Successful Bidder will be suspended.

- C. While any such delay in or failure of performance shall not in and of itself give rise to any liability for damages, the Commission may elect to terminate the Contract for cause should the Commission's continuing operations, in its sole judgment, be materially threatened or harmed by reason of extended delay or failure of performance, even if the delay or failure of performance is due to a Force Majeure occurrence.

#### **6.15 SUCCESSFUL BIDDER PERSONAL BACKGROUND**

- A. The Commission may initiate investigations into the backgrounds of any officers, principals, investors, owners, subcontractors, employees, or any other associates of such Successful Bidder as the Commission deems appropriate during the Term of the Contract. Background investigations may include fingerprint identification by the DCJS, the FBI, or other domestic or foreign law enforcement agencies. The Commission reserves the right to require the removal of any and all subcontractors, employees, or any other associates of such Successful Bidder from any responsibility in the performance of services as provided for under this RFP, based upon the results of background checks, or if the Commission finds that any such subcontractor, employee, or any other associates of such Successful Bidder is not performing in the best interest of the Commission.
- B. Upon award and during the Term of the Contract, the Successful Bidder shall comply with the following security requirements by providing to the Commission the following items:
  - 1. A list of the names, addresses, dates of birth and Social Security numbers (or comparable identification number for foreign nationals) of all employees managing systems or data that house personally identifiable information as part of the Contract.
  - 2. Authorizations signed by the Successful Bidder's employees, independent contractors, and subcontractors to allow law enforcement agencies to release relevant background information. This obligation may be extended to include officers, investors, owners, and associates.
  - 3. Assurance to the Commission that, as changes are made throughout the Contract term and any extension thereof for the aforementioned personnel, any changes in the information and authorizations required in this section, herein, shall be reported to the Commission within one month of the relevant change(s), if a shorter timeframe is not otherwise required within this RFP and the Contract.

## **6.16 FOIL**

If the Successful Bidder receives a request pursuant to FOIL for records related to the Commission, the State, or any subject matter or services related to this RFP and the resulting Contract, the Successful Bidder shall forward such request immediately to the Commission's Records Access Officer for appropriate action and/or coordination pursuant to applicable law.

If the Commission or the State receives a request pursuant to FOIL for records related to the Program, the Successful Bidder shall cooperate and support the Commission and/or the State in their efforts to respond or otherwise address such FOIL request.

The Successful Bidder and the Commission acknowledge that in performing under the Contract, records may be created that are in the nature of the following categories, within the meaning of New York Public Officers Law:

- A. Application of trade secrets;
- B. law enforcement investigations and support thereof;
- C. intra-agency materials which are not statistical or factual tabulations or data; and
- D. any other applicable exceptions to and exemptions from disclosure.

## **6.17 PUBLIC COMMENT**

A Bidder shall refrain from any public comment on any part of the RFP process or documentation. The Successful Bidder shall refer to the Commission any request for public comment that does not fall under the scope of Successful Bidder's services under this RFP and the resulting Contract.

## **6.18 INVENTION OR DISCOVERY**

- A. Any invention or discovery made or conceived by Successful Bidder or its employees in the performance of the Contract shall be the property of Successful Bidder. An invention or discovery is defined as any technology, innovation, or thing conceived or first actually reduced to practice in the course of or under this Contract and includes any method, process, machine, manufacture, design, or composition of matter, or any new and useful improvement thereof, whether patented or unpatented under the patent laws of the United States of America or any foreign country. With respect to any such subject invention or discovery, the Commission shall have a non-exclusive, non-transferable, irrevocable, paid-up license for itself, the State of New York and all political subdivisions and other instrumentalities of the State of New York, to practice or have practiced for or on their behalf of the subject of invention or discovery throughout



the world. Within six months of the time a subject invention or discovery is made, the Successful Bidder shall submit to the Commission a written invention or discovery disclosure.

- B. The Successful Bidder, with agreement of the State, may sell any of its invented or discovered technologies made or conceived under the performance of the Contract. Any revenues from such sale shall be used exclusively for the benefit of the Program, with approval of the Commission.

## PART SEVEN – RFP REQUIREMENTS AND CERTIFICATIONS

### 7.1 PROCUREMENT LOBBYING RESTRICTIONS

- A. As required by the New York State Procurement Lobbying Law (New York State's State Finance Law §§ 139-j and 139-k), this RFP includes and imposes certain restrictions on communications between the Commission and a Bidder during the procurement process. From the earliest solicitation of offers through final award and approval of the resulting Contract by the Commission and OSC ("Restricted Period") a Bidder is restricted from making contact with Commission employees, other than designated staff members, unless the contact is permitted by the statutory exceptions set forth in New York State's State Finance Law § 139-j(3)(a). Designated Contacts are identified in this RFP.
- B. Commission employees are permitted to communicate with Bidders concerning this RFP only under circumstances described in the New York State Procurement Lobbying Law. Any Bidder causing or attempting to cause a violation or circumvention of those requirements may be disqualified.
- C. Commission employees are required to obtain certain information when contacted by a Bidder during the Restricted Period and to determine the responsibility of the Bidder pursuant to §§ 139-j and 139-k of the State Finance Law. A violation can result in a determination of non-responsibility, which can result in disqualification for a contract award. In the event of two such determinations within a four-year period, a Bidder will be debarred for a period of four years from obtaining a governmental procurement contract award. Further information about these requirements can be found at: <http://www.ogs.ny.gov/acpl>.
- D. The Commission reserves the right, in its sole discretion, to terminate the Contract in the event that the Commission determines that the certification filed by the Successful Bidder in accordance with State Finance Law §§ 139-j and 139-k was false or incomplete. Upon such determination, the Commission may exercise its termination right by providing written notice to the Bidder in accordance with the written notice terms of the Contract.
- E. The **Bidder/Offerer Disclosure/Certification Form, Appendix C** must be completed and submitted with the Bidder's Proposal.

### 7.2 NON-COLLUSIVE BIDDING REQUIREMENT

In accordance with State Finance Law § 139-d, if the Contract is awarded based upon the submission of Proposals, the Bidder must warrant, under penalty of perjury, that its Proposal was arrived at independently and without collusion aimed at restricting competition. Each Bidder must further warrant that, at the time the Bidder submitted its Proposal, an authorized and responsible person executed and

delivered to the Commission a Non-Collusive Bidding Certification on Bidder's behalf. A **Non-Collusive Bidding Certification Form, Appendix D** must be completed and submitted with the Proposal.

### **7.3 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE**

Each Bidder agrees to fully and accurately complete the New York State Vendor Responsibility Questionnaire ("Questionnaire"). Bidders are encouraged to complete the [online form](#), as it will expedite Contract approval, if awarded. If a Bidder does not have an online Questionnaire that is current and certified at the time the Bidder's Proposal is submitted, the Bidder must complete the hard-copy **New York State Vendor Responsibility Questionnaire, Appendix E** and include it as part of Bidder's Proposal. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the Commission's determination that the Successful Bidder is responsible, and that the Commission will be relying upon the Successful Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is determined by the Commission that the Successful Bidder's responses to the Questionnaire, including attachments, were false or incomplete, on such determination, the Commission may terminate the Contract by providing written notice to the Bidder in accordance with the written notice terms of the Contract. In no case shall such termination of the Contract by the Commission be deemed a breach thereof, nor shall the Commission be liable for any damages for lost profits or otherwise, which may be incurred by the Successful Bidder as a result of such termination.

The Successful Bidder shall at all times during the Contract Term remain responsible. During the Term of the Contract, any changes in the Successful Bidder's completed Questionnaire shall be disclosed to the Commission, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the Contract. Furthermore, the Successful Bidder agrees, if requested by the Commission, to present evidence of the Successful Bidder's continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

Upon written notice to the Successful Bidder, and a reasonable opportunity to be heard with the appropriate Commission officials or staff, this Contract may be terminated by the Commission at the Successful Bidder's expense where the Successful Bidder is determined by the Commission to be non-responsible. In such event, the Commission may complete outstanding contractual requirements in any manner the Commission deems advisable and pursue available legal or equitable remedies for breach.

### **7.4 VENDOR IDENTIFICATION NUMBER**

**Substitute Form W-9 – Vendor Identification Number, Appendix F.** To do business with the State of New York, each Bidder is required to obtain a New York

State Vendor Identification Number for use in the Statewide Financial System (“SFS”). If the Bidder does not already have a Vendor ID Number, the Substitute Form W-9 must be completed and submitted directly to the Commission upon notification of award. The purpose of the Substitute Form W-9, which will capture the Successful Bidder’s taxpayer identification number, business name, and business contact person, is to allow the State to establish a Vendor file in the SFS.

Note: IRS Form W-9 is not acceptable for this purpose.

## **7.5 ELECTRONIC PAYMENT (EPAYMENTS) PROGRAM**

If awarded the Contract pursuant to this RFP, the Successful Bidder may enroll in direct deposit through the [SFS Vendor Portal](#). Additional information and procedures for enrollment can be found [online](#).

## **7.6 NEW YORK STATE TAX LAW SECTION 5-A**

The Successful Bidder must comply with the requirements of New York State Tax Law § 5-a, which requires persons awarded contracts valued at more than \$100,000 with state agencies, public authorities, or public benefit corporations, to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors, have a valid certificate of authority to collect New York State and local sales and compensating use taxes, if applicable. Additionally, a contractor, affiliate, subcontractor, or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person has made sales delivered within New York State of more than \$300,000 during the relevant period. The OSC or other responsible approver cannot approve the Contract unless the Successful Bidder is registered with the New York State Department of Taxation and Finance (“DTF”) to collect sales and compensating use taxes.

Contractor Certifications **ST-220-TD** and **ST-220-CA, Appendix G** must be filed in compliance with Tax Law § 5-a. Any Bidder awarded a contract under this RFP shall, within seven calendar days of notification of award, file a completed form ST-220-TD directly with DTF at the address provided on the form and file a completed form ST-220-CA with the Commission.

Bidders may call DTF at **1-800-698-2909** for any and all questions relating to Tax Law § 5-a and relating to a Bidder's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <https://www.tax.ny.gov>.

## **7.7 NEW YORK STATE SUBCONTRACTORS AND SUPPLIERS**

Bidders are encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés, or in other partnering or supporting roles. Subcontractor and supplier requirements are set forth in **Encouraging Use of New York State Businesses in Contract Performance, Appendix H**.

## **7.8 REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT AND BUSINESS PARTICIPATION OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND NEW YORK STATE-CERTIFIED MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES**

By submission of a Proposal in response to this RFP, the Bidder agrees with all terms and conditions of Clause 12 of Appendix A — Equal Employment Opportunities for Minorities and Women. In accordance with Article 15-A of the New York State Executive Law and in conformance with the regulations promulgated by the Minority and Women’s Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the Successful Bidder agrees to be bound by provisions to promote equality of economic opportunity for minority group members and women, and the facilitation of minority- and women-owned business enterprise participation. The requirements related to equal employment opportunities and Minority/Women-Owned Business Enterprises (“MWBE”) are set forth in **Appendix I, EEO, MWBE and SDVOB Programs**, of this RFP.

The MWBE goal established under this solicitation is **30 percent**.

## **7.9 NEW YORK STATE SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. The Commission recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Commission contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. See the **Participation Opportunities for New York State Service-Disabled Veteran-Owned Businesses form, Appendix I**.

The SDVOB goal established under this RFP is **6 percent**.

## **7.10 CONSULTANT DISCLOSURE**

- A. The Successful Bidder must comply with the requirements of New York State’s State Finance Law § 163(4)(g), which imposes certain reporting requirements on contractors doing business as vendors with New York State. In furtherance of these reporting requirements, the Successful Bidder agrees to complete and submit the **Consultant Disclosure Forms in Appendix J** as follows:

1. **Contractor's Planned Employment Report (Appendix J – Form A)** submitted within 2 business days after receiving notice of a Contract award. This is a one-time projection of the planned employment under the upcoming Contract Term; and
  2. **Contractor's Annual Employment Report (Appendix J – Form B)** by May 15th for each fiscal year (April 1 – March 31) the Contract Term is in effect. This is a reporting of the actual employment history for the previous fiscal year.
- B. Both forms in **Appendix J** should be completed as follows:
1. Employment Category: The Successful Bidder must use specific occupation titles as listed in the [O\\*net occupational classification system found through the U.S. Department of Labor's Employment and Training Administration](#). The classification system provides a code for various occupational titles; the Successful Bidder should use the code(s) that best defines the employment titles to be utilized under the Contract.
  2. Number of Employees: Enter the number of employees in the employment category employed to provide services (Form A), or who have performed services (Form B), during the reporting period, including part-time employees and employees of subcontractors.
  3. Number of Hours Worked or to be Worked: Enter the number of hours to be worked (Form A) or worked (Form B) under the employment category for the reporting period.
  4. Amount payable or paid under the Contract: Enter the estimated amount to be paid (Form A), or actually paid (Form B) for each employment category for the reporting period.
  5. Scope of Contract (Form B only): Choose the category that best describes the predominant nature of the services performed under the Contract.

## 7.11 CONFLICTS OF INTEREST

- A. Throughout the procurement process, Bidders must identify and bring to the attention of the Commission, actual or apparent conflicts of interest as knowledge of such conflicts arises, as follows:
1. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of five percent or more, or parent, subsidiary, or affiliated business organization or entity, that would constitute an actual or potential conflict of interest or appearance of impropriety,

relating to other clients/customers of the Bidder, or former officers and employees of the Commission, in connection with the Bidder rendering services set forth in this RFP. If a conflict does or might exist, the Bidder must describe how the Bidder would eliminate or prevent such conflicts. The Bidder should also advise what procedures will be followed to detect, notify the Commission of, and resolve any such conflicts.

2. Disclose whether the Bidder, or any of its members, shareholders of five percent or more, or parent, subsidiary, or affiliated business organization or entity, has been the subject of any investigation or disciplinary action by the Commission on Ethics, and if so, a brief description must be included advising how any matter before the Commission on Ethics was resolved, or whether it remains unresolved.
- B. A Bidder must complete and return with the Bidder's Proposal a **Vendor Assurance of No Conflict of Interest or Detrimental Effect Form, Appendix K** and a **Potential Conflict of Interest Disclosure Form, Appendix P**. These disclosure obligations are continuing requirements. Any Bidder awarded the Contract under this RFP will have an ongoing obligation to inform the Commission of any actual, apparent, or potential conflicts of interest.
- C. To avoid any appearance of a potential conflict, neither the Successful Bidder nor its officers, agents, employees, independent contractors, partners or subcontractors may hold an active license issued by the Commission to participate in any aspect of horse racing in New York.

#### **7.12 CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW § 139(I)**

By submission of this Proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a Joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has, and has implemented, a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of New York State Labor Law § 201-g. The Successful Bidder must certify compliance pursuant to New York State's State Finance Law § 139-I by signing and returning **Appendix L, Statement on Sexual Harassment**.

#### **7.13 EXECUTIVE ORDER NO. 177 CERTIFICATION**

- A. The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status,

domestic violence victim status, prior arrest or conviction record, military status, or predisposing genetic characteristics.

- B. The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.
- C. In accordance with Executive Order No. 177, the Bidder must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law by signing and returning **Appendix M, Anti-Discrimination EO 177 Certification**.
- D. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including, but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and New York State Human Rights Law § 296(11).

#### **7.14 EXECUTIVE ORDER NO. 16 CERTIFICATION**

On March 17, 2022, Governor Kathy Hochul issued Executive Order No. 16, which stated that “[a]ll Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” On March 24, 2022, the United States, in coordination with the European Union and the Group of Seven (G-7), imposed sanctions on an additional 400 Russian individuals and entities. The federal sanctions include efforts to block moves by Russian entities and individuals to evade the sanctions imposed or to use international reserves. While the federal sanctions seek to target specific entities and individuals within Russia, Executive Order No. 16 is intended to ensure that New York State is not entering into contracts with entities conducting business in Russia and thereby indirectly supporting Russia’s unjustified war against the Ukrainian people. Bidders must certify compliance by signing and returning **Appendix N, EO 16 Certification**.

#### **7.15 INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS**

Insurer qualifications and insurance requirements are provided in **Appendix O, Insurer Qualifications and Insurance Requirements**, of this RFP. The Successful Bidder must comply with these requirements to remain responsible under the terms of the Contract resulting from this solicitation. In the Proposal, a



Bidder must provide a statement agreeing that if awarded a Contract under this RFP, the Bidder will comply with the insurer qualifications and insurance qualifications.

**PART EIGHT – HISTORICAL INFORMATION**

**A. Race Dates**

<b>Harness Racing</b>			
<b>Racetrack</b>	<b>Year</b>	<b>Dates of Race Meetings</b>	<b>Races Conducted</b>
Batavia	2024	01/04 – 02/26	68
		07/23 – 12/07	
	2023	01/09 – 02/27	68
07/26 – 12/09			
	2022	07/20 – 12/10	55
Buffalo	2024	03/02 – 07/20	57
	2023	03/04 – 07/22	55
	2022	07/26 – 07/16	53
Monticello	2024	01/07 – 12/31	198
	2023	01/02 – 12/29	199
	2022	01/03 – 12/30	180
Saratoga	2024	02/03 – 12/15	149
	2023	02/05 – 12/17	153
	2022	02/05 – 12/18	147
Tioga	2024	05/04 – 09/21	59
	2023	05/06 – 09/23	59
	2022	05/07 – 09/24	54
Vernon	2024	04/21 – 11/16	64
	2023	04/15 – 11/18	64
	2022	04/16 – 11/19	60
Yonkers	2024	01/22 – 12/20	233
	2023	01/16 – 12/20	239
	2022	01/10 – 12/20	244

<b>Thoroughbred Racing</b>			
<b>Racetrack</b>	<b>Year</b>	<b>Dates of Race Meetings</b>	<b>Races Conducted</b>
Aqueduct	2024	11/07 – 12/29	85
		01/01 – 04/29	
	2023	11/02 – 12/31	93
		01/01 – 04/30	
	2022	11/04 – 12/31	84
		01/01 – 04/24	
Belmont	2024	not conducted	66
	2023	05/04 – 07/09	66
	2022	04/28 – 07/10	72
Saratoga	2024	07/11 – 09/02	39
		06/06 – 06/09	
	2023	07/13 – 09/04	40

	2022	07/14 – 09/02	40
Finger Lakes	2024	04/29 – 11/27	90
	2023	04/24 – 11/22	88
	2022	04/25 – 11/23	89

**B. Estimated Ranges of Drug Testing Activity 2022-2024**

TYPE	RANGE OF SAMPLES
TCO2	4,000-9,000
Post-Race*	20,000-30,000
Post-Race Bloods	14,000-19,000
Post-Race Urines	7,000-11,000
Out-of-Competition	200-1,500
List Work-Off	40-400
Other	20-1,000
Required Confirmation	50-100
Positives Called	40-50
Total	20,000-40,000

**C. CURRENT REGULATIONS RELATED TO BIOLOGIC TESTING OF HORSES AND DRUG PROHIBITIONS AND LIMITATIONS**

Current regulations related to biologic testing of horses and Drug prohibitions and limitations relevant to horse racing in New York may be found at:

<https://gaming.ny.gov/rules>

## PART NINE – APPENDICES AND ATTACHMENTS

### 9.1 APPENDICES

This section provides a description of the Appendices associated with this RFP.

The following documents are incorporated into this RFP:

Appendix A:	Standard Clauses for New York State Contracts
Appendix B:	Contract Form
Appendix C:	Bidder/Offeror Disclosure/Certification Form
Appendix D:	Non-Collusive Bidding Certification
Appendix E:	New York State Vendor Responsibility Questionnaire
Appendix F:	Substitute W-9 Form
Appendix G:	ST-220 Certifications
Appendix H:	Encouraging Use of New York State Businesses in Contract Performance
Appendix I:	EEO, M/WBE and SDVOB Programs
Appendix J:	Consultant Disclosure Forms
Appendix K:	Vendor Assurance of No Conflict of Interest or Detrimental Effect
Appendix L:	Statement on Sexual Harassment
Appendix M:	Anti-Discrimination EO 177 Certification
Appendix N:	EO 16 Certification
Appendix O:	Insurance Requirements
Appendix P:	Potential Conflict of Interest Disclosure form

### 9.2 ATTACHMENTS

This section provides a description of the Attachments associated with this RFP.

Attachment 1:	Bidder Acknowledgement of Amendment
Attachment 2:	Pricing Proposal Form
Attachment 3:	Document Submittal Checklist
Attachment 4:	Non-Bid Response

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

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

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER’S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

**4. WORKERS’ COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, 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 said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. 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. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.



**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development  
Division for Small Business and Technology Development  
625 Broadway  
Albany, New York 12245  
Telephone: 518-292-5100

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue 33rd Floor  
New York, NY 10017  
646-846-7364  
email: [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**RFP 202502**  
**Appendix B**  
**Contract Form**

**NEW YORK EQUINE DRUG TESTING & RESEARCH  
PROGRAM CONTRACT #GAM01-C202502-1410000**

**THIS AGREEMENT** made effective by and between the New York State Gaming Commission, an executive agency of the State of New York having an office at 354 Broadway, Schenectady, New York 12301 (the “Commission”), and \_\_\_\_\_, having an office at \_\_\_\_\_ (the “Contractor”). The Commission and the Contractor are hereinafter referred to collectively as the “Parties.”

**WHEREAS** the Commission issued a Request for Proposals for Equine Drug Testing (“RFP”) on February \_\_\_\_, 2025 soliciting proposals for equine Drug<sup>1</sup> testing and research services described in the RFP;

**WHEREAS** the Contractor submitted a Technical Proposal, and a Pricing Proposal dated \_\_\_\_\_, 2025 (collectively, the "Proposal"), and such Proposal was deemed by the Commission’s RFP Evaluation Committee to be the Best Value to the Commission;

**WHEREAS**, the Commission is duly authorized to supervise, regulate and administer all horse racing and pari-mutuel activities in New York State, pursuant to §§ 103(2)(d) and 104 and Articles two through eleven of New York Racing, Pari-Mutuel Wagering and Breeding Law (“Racing Law”);

**WHEREAS**, the Contractor is [a state college or at a land grant university] within New York State that is qualified to conduct equine Drug testing at race meetings, in order to assure the public’s confidence and continue the high degree of integrity in horse racing at the pari-mutuel betting tracks, pursuant to Racing Law § 902;

**WHEREAS**, the Contractor has laboratory facilities which have the capacity and capability to provide equine Drug testing and related research in support thereof for New York horse racing as required by the RFP and this Contract; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**ARTICLE I – PROGRAM DESCRIPTION; FACILITIES, EQUIPMENT,  
AND OPERATIONAL REQUIREMENTS**

a. Program Description. The Contractor will conduct an equine Drug testing and research program, to be known as the New York Drug Testing and Research Program (“Program”), in a manner satisfactory to the Commission and consistent with accepted

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<sup>1</sup> Within this Contract and the documents referenced herein, all references to “Drug” or “Drugs” refers collectively to any substance, chemical compound, metabolites, or unusual condition that may be present in equine biologic samples that may be present in violation of Commission regulations, unless otherwise specified.

professional and technical standards that will meet or exceed equine industry standards for such programs, as more fully set forth in the RFP. *See* RFP in totality, including Part 2 – Scope of Work. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein.

b. Facilities, Equipment, and Operational Requirements. The Contractor shall provide suitable facilities, equipment, and operations as required by the RFP and described in the Proposal. *See* RFP in totality, including Part 3 – The Proposal.

## **ARTICLE II – COMPENSATION AND PAYMENT**

### **Section 2.1 – Compensation**

a. In full consideration of the goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices and rates set forth in the Proposal, unless otherwise stated herein. Total payments under this Contract shall not exceed \$\_\_\_\_\_.

b. Each year, the Program’s proposed laboratory budget and intended research budget must be reviewed and pre-approved by the Commission’s Equine Medical Director before it may be implemented.

### **Section 2.2 – Payment**

The Contractor shall submit invoices to the Commission as required by Section 6.6 of the RFP.

Payment of an invoice under this Contract will be in accordance with New York State Prompt Payment Law (Article 11-A of New York State’s State Finance Law). Payment for services will be made upon completion of the services, in accordance with the terms of the RFP and this Contract, and upon receipt by the Commission of a proper invoice.

Should the Commission direct any part or total imposed assessment of racetracks pursuant to Racing Law § 902(3) to be paid to the Contractor pursuant to Racing Law § 902(4), the Contractor shall accept such payment as payment of the Contractor’s services, as if the payment had been made directly by the Commission to the Contractor. Additionally, the Contractor shall provide a credit to the Commission on the invoice immediately following the assessment payment for all amounts received from any such assessment payment, along with an itemized accounting of the source of funds.

Any funds due the Commission as a result of overpayment to the Contractor, which shall include funds from an assessment payment that result in an overpayment to the Contractor, shall be applied to the first invoice, and any consecutive invoices, as a credit, until such funds due the Commission have been exhausted.

## **ARTICLE III – TIME AND MANNER OF PERFORMANCE**

### **Section 3.1 – Term of Contract**

This Contract shall be in effect for a period of three years from the Office of the New York State Comptroller’s approval of the Contract. As determined by the Commission, the three-year period may be extended for two additional one-year periods. There will be no adjustment to the Compensation outlined in Section 2.2 within this Contract, during the three-year term or any extended term (generally, “Term” shall apply to any time during which the Contract is in effect).

### **Section 3.2 – Personnel, Equipment and Supplies**

The Contractor shall provide all resources, personnel, equipment and supplies necessary to perform the services set forth in the RFP, the Proposal, and this Contract.

### **Section 3.3 – Standards of Performance**

The Contractor warrants that it possesses the experience, knowledge, character, accreditations, and licenses necessary to perform the scope of work described in the RFP, Proposal, and this Contract. The Contractor shall perform such services in a competent and professional manner to the satisfaction of the Commission.

### **Section 3.4 – Reports**

The Contractor shall provide all reports set forth in the RFP, the Proposal, and this Contract.

## **ARTICLE IV – CONFLICTS OF INTEREST**

In addition to the requirements and authority of the Conflicts of Interests provisions within Section 7.11 of the RFP, the Commission and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

## **ARTICLE V – REQUIRED CERTIFICATIONS**

### **State Finance Law §§ 139-j and 139-k Certification**

By execution of this Contract, the Contractor certifies that all information the Contractor has provided to the Commission with respect to New York State’s State Finance Law §§ 139-j and 139-k is complete, true, and accurate.

## **ARTICLE VI – APPROVALS AND MUTUAL COOPERATION**

### **Section 6.1 – Approvals Required**

This Contract and any amendment of this Contract shall not be effective and binding upon the Commission, the State of New York, or the Contractor unless and until approved by the Commission and the New York State Offices of the Attorney General and the State Comptroller. The Commission agrees to exercise its best efforts to obtain such approvals.

## **Section 6.2 – Mutual Cooperation**

The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish the objectives outlined in the RFP and Proposal.

### **ARTICLE VII – SUSPENSION OR TERMINATION**

a. In addition to the circumstances and authority outlined within the RFP and this Contract, the Commission’s Executive Director reserves the right to suspend any or all activities under this Contract, at any time, when the Commission’s Executive Director discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. The Contractor activity may resume at such time as the Executive Director issues a written notice authorizing a resumption of performance under the Agreement.

b. In addition to the circumstances and authority outlined within the RFP and this Contract, the Commission shall have the right and option to terminate this Contract for convenience, or for any of the following causes as determined by the Commission’s Executive Director:

- i. A material breach by the Contractor, or any Subcontractor, of any of the provisions of this Contract;
- ii. A determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;
- iii. A good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or
- iv. A conviction of the Contractor or any of its directors, officers, or employees, of any criminal offense connected to the Contractor’s business which, in the sole reasonable opinion of the Commission’s Executive Director, would be prejudicial to public confidence in the Commission;
- v. An action pursuant to that supersedes the Commission’s authority to conduct equine Drug testing as provided for under this Contract;
- vi. The certification filed by Contractor in accordance with New York State’s



State Finance Law § 139-k was intentionally false or intentionally incomplete;

vii. The Contractor is nonresponsible or non-responsible;

viii. The Commission's Executive Director determines material change in circumstances or failure of the Commission to make payments pursuant to the Agreement.

c. If the Commission exercises the right to terminate this Contract for cause, the Commission shall give the Contractor advance written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to attempt to correct or cure the cause so described to the reasonable satisfaction of the Commission. If the Commission is satisfied that the cause is corrected or cured within such 30 days, such Notice shall be deemed withdrawn and a nullity. If the Commission is not satisfied that the cause has been corrected or cured within such 30 days, the Contract shall be deemed terminated. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this Article 8, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

d. Except as otherwise addressed within the RFP and this Contract, the Contractor may terminate this Contract upon thirty days (30) written notice in the event there is a material change in circumstances or failure of the Commission to make payments pursuant to the Contract. In such event, the Contractor shall be reimbursed for all undisputed expenses and all non-cancelable commitments incurred prior to notification of termination of the Contract.

e. In any such suspension or termination event, the Executive Director may complete the contractual requirements in any manner the Executive Director deems advisable and may pursue any and all available legal or equitable remedies for breach.

f. Whether termination of the Contract by the Commission is invoked for cause or convenience, the Commission shall pay the Contractor for undisputed services rendered prior to the effective date of termination and the Contractor shall provide to the Commission all records relating to services provided.

## **ARTICLE VIII – MISCELLANEOUS**

### **Section 8.1 – Notices**

All notices required by this Contract shall be sufficient if in writing and sent by certified mail return receipt requested and all other communications shall be sufficient if communicated in writing to the following addresses or to such other addresses as may be designated from time to time by the parties in writing:

a. As to the Commission:

Executive Director  
New York State Gaming Commission  
354 Broadway  
P.O. Box 7500  
Schenectady NY 12301-7500

- b. As to the Contractor:

### **Section 8.2 – Change of Circumstances**

Both Parties acknowledge that the Program is subject to numerous New York laws including, but not limited to, the Racing Law and the New York Tax Law. Both Parties agree that should any law be enacted during the term of the Contract that alters the funding of the program, alters the requirement to use a contractor that is “a state college or at a land grant university within this state” or otherwise substantially changes the testing requirements or other terms of the Contract, both parties agree to negotiate in good faith to amend such Contract to comply with the requirements of the law or terminate the Contract at the request of either party.

Further, notwithstanding any other terms set forth in this Contract, should the Horseracing Integrity and Safety Authority, or any other entity, assume any or all of the equine Drug testing and/or investigative responsibilities in New York State, the Commission may terminate or amend this Contract accordingly. If the Commission elects to terminate the Contract, the Commission shall be refunded any unearned portion of the total compensation paid, pro-rated as of the last date of the Contractor’s performance under the Contract. The Commission shall not be liable for any compensation to the Contractor beyond the date of termination of the Contract.

### **Section 8.3 – Order of Precedence**

Any conflict between the provisions of this Contract and the documents incorporated herein shall be resolved according to the following order of precedence, from the highest to the lowest:

- a. Appendix A – Standard Clauses for New York State Contracts, dated June 2023;
- b. Any addenda and amendments to the Contract;
- c. The Contract;
- d. Clarifications and amendments to the RFP;
- e. The RFP; and
- f. the Proposal.

**Section 8.4 – General**

a. This Contract constitutes the entire agreement between the parties and no statement, promise, condition, understanding, inducement or representation, oral or written, express or implied, that is not contained herein shall be binding or valid.

b. No delegation of any duties under this Contract shall be binding upon the Commission until the Commission has given written consent to such delegation; nor shall assignments of rights to monies due or to become due under the Contract be permitted to any individual or business organization other than the Consultant, except by express written consent of the Commission.

c. A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.

d. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Contract shall not be affected, but shall remain binding and effective as against all parties hereto.

e. The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.

f. This Contract shall not be assigned nor otherwise transferred by either party without prior written consent of the parties.

g. This Contract may be executed in counterparts, each of which shall be deemed an original. Executed copies of this Contract may be sent as PDF copies by email and any signatures thereon shall be considered for all purposes to be binding as originals.

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Contract to be executed by its duly authorized officers or representative, to take effect as of the date of execution by the Office of the New York State Comptroller.

Approved by:

CONTRACTOR

NEW YORK STATE  
GAMING COMMISSION

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

OFFICE OF THE NEW YORK STATE  
ATTORNEY GENERAL

OFFICE OF THE NEW YORK STATE  
COMPTROLLER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*Acknowledgement Required on the following page:*



**RFP 202502**  
**Appendix C**  
**Bidder/Offerer Disclosure**  
**Certification Form**

**BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM**

**CONTRACT/PROJECT DESCRIPTION:** Equine Drug Testing

**CONTRACT/PROJECT NUMBER:** #C202502

**RESTRICTED PERIOD FOR THIS PROCUREMENT:** Issuance of RFP C202502 through approval by the Office of the State Comptroller

**PERMISSIBLE CONTACTS:** Seth Stark and Kristen Buckley

1. CONTACTS - Contractor affirms that it understands and agrees to comply with the 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.  I agree

2. BIDDER/OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS Pursuant to Procurement Lobbying Law (SFL §139-j)

(a) 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?

Yes  No

If yes, please answer the following question:

(b) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

Yes  No

(c) If "Yes" was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?

Yes  No

If "Yes", please provide details regarding the finding of non-responsibility:

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-Responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility (attach additional sheets if necessary): \_\_\_\_\_

3. Has any 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?

Yes  No

If yes, provide details:

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: (add additional pages if necessary) \_\_\_\_\_

4. TERMINATION CLAUSE:

Contractor certifies that all information provided to the Agency with respect to State Finance Law §§139 (j) and 139 (k) is complete true and accurate. If found to be in violation of State Finance Law §§139 (j) and 139 (k), the contract will result in termination.

I agree

**Name of Contractor's Firm/Company:** \_\_\_\_\_

**Contractor Address:** \_\_\_\_\_  
\_\_\_\_\_

**Contractor's signature:** \_\_\_\_\_  
*I understand that my signature represents that I am signing and responding to both certifications listed above*

**Print Name:** \_\_\_\_\_

**Occupation of Person signing this form:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**RFP 202502**  
**Appendix D**  
**Non-Collusive Bidding**  
**Certification**



**Non-Collusive Bidding Certification  
Required By Section 139-D of the State Finance Law**

**By submission of this bid, bidder and each person signing on behalf of bidder certifies, under penalty of perjury, that to the best of his/her knowledge and belief:**

**[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;**

**[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and**

**[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.**

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

**[AFFIX ADDEDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]**

**Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_ as the act and deed of said corporation.**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

**RFP 202502**  
**Appendix E**  
**New York State Vendor**  
**Responsibility**  
**Questionnaire**

The submission of the attached Vendor Responsibility Questionnaire is required with your bid.

You must include your ten-digit Vendor ID identifier number issued by New York State. Please insert the Vendor ID number on the top right corner of pages 2-10 of the questionnaire.

If you have previously submitted a New York State Vendor Questionnaire that was signed less than one year ago in connection with another State solicitation or contract, and there are no material changes to that questionnaire, you may submit an Affidavit of No Change along with a copy of the previously completed Vendor Questionnaire.

You are encouraged to complete the questionnaire online. By doing so, you will not be required to complete the questionnaire for future contracts with New York State agencies, so long as you certify the information every six months.

If you are interested in completing the online questionnaire, please visit the following website for additional information:

<https://www.osc.state.ny.us/vendrep/>

If you have filed your questionnaire online, please sign below and return only this page with your bid.

-----  
Complete the below only if you have filed your questionnaire online, otherwise, please complete the attached questionnaire.

\_\_\_\_\_  
Contractor Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

**COMPLETION & CERTIFICATION**

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

**NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)**

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us) or call 866-370-4672.

**DEFINITIONS**

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at [www.osc.state.ny.us/vendrep/documents/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/definitions.pdf). These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**REPORTING ENTITY**

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

**ASSOCIATED ENTITY**

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

**STRUCTURE OF THE QUESTIONNAIRE**

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>I. LEGAL BUSINESS ENTITY INFORMATION</b>			
<u>Legal Business Entity Name</u> *		<u>EIN</u> (Enter 9 digits, without hyphen)	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u> )		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If ‘No,’ indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS</u> Number			

\*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at [www.osc.state.ny.us/vendrep/documents/definitions.pdf](http://www.osc.state.ny.us/vendrep/documents/definitions.pdf).

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**I. LEGAL BUSINESS ENTITY INFORMATION**

1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
--	--

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**II. REPORTING ENTITY INFORMATION**

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

*Note: If selecting this option, “Reporting Entity” refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)*

Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF “REPORTING ENTITY” AND “ORGANIZATIONAL UNIT” FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

*Note: If selecting this option, “Reporting Entity” refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*

**IDENTIFYING INFORMATION**

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes  No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.

*For each person, include name and title. Attach additional pages if necessary.*

Name

Title

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**INSTRUCTIONS FOR SECTIONS III THROUGH VII**

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

**III. LEADERSHIP INTEGRITY**

*Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:*

3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

For each “Yes” or “Other” explain:

**IV. INTEGRITY – CONTRACT BIDDING**

*Within the past five (5) years, has the reporting entity:*

4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” explain:



**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**V. INTEGRITY – CONTRACT AWARD**

*Within the past five (5) years, has the reporting entity:*

- |   |  |
|---|--|
| 5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” explain:

**VI. CERTIFICATIONS/LICENSES**

*Within the past five (5) years, has the reporting entity:*

- |   |  |
|---|--|
| 6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” explain:

**VII. LEGAL PROCEEDINGS**

*Within the past five (5) years, has the reporting entity:*

- |  |  |
|--|--|
| 7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.5 Other than previously disclosed:<br>a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or<br>b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” explain:

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

<b>VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal, state or local tax laws</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
a) If “Yes,” did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes” to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**IX. ASSOCIATED ENTITIES**

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.  
(See definition of "associated entity" for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

Yes  No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

Yes  No

- a) Any business-related activity; or
- b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

Yes  No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

Yes  No

b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

Yes  No

c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

Yes  No

d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

Yes  No

e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

Yes  No

f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

Yes  No

g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

Yes  No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

If "Yes," indicate the question number(s) and explain the basis for the claim.

**XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**

Name	Telephone	Fax
	ext.	
Title	Email	

**NEW YORK STATE  
VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT BUSINESS ENTITY**

**Certification**

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

**The undersigned certifies that he/she:**

- is knowledgeable about the Reporting Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Reporting Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Reporting Entity Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ ;

\_\_\_\_\_ Notary Public

**RFP 202502**  
**Appendix F**  
**Substitute W9**



**NEW YORK STATE OFFICE OF THE STATE COMPTROLLER  
SUBSTITUTE FORM W-9:  
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION**

**TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.**

**Part I: Vendor Information**

1. Legal Business Name:	2. Business name/disregarded entity name, if different from Legal Business Name:
-------------------------	--

3. Entity Type (Check one only): <input type="checkbox"/> Individual Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Corporation <input type="checkbox"/> Not For Profit <input type="checkbox"/> Trusts/Estates <input type="checkbox"/> Federal, State or Local Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Other _____	<input type="checkbox"/> <b>Exempt Payee</b>
---	--

**Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type**

1. Enter your TIN here: (DO NOT USE DASHES) See instructions.	<table border="1" style="width:100%; height: 20px;"> <tr> <td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td><td style="width:12.5%;"></td> </tr> </table>										
2. Taxpayer Identification Type (check appropriate box):											
<input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity)											

**Part III: Address**

1. Physical Address:	2. Remittance Address:
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country

**Part IV: Certification and Exemption from Backup Withholding**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (TIN), and
- I am a U.S. citizen or other U.S. person, and
- (Check one only):
  - I am not subject to backup withholding.** I am (a) exempt from back up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding), or
  - I am subject to backup withholding.** I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and I have not been notified by the IRS that I am no longer subject to back withholding.

**Sign Here:**

_____	_____	_____
Signature	Title	Date
_____	_____	_____
Print Preparer's Name	Phone Number	Email Address

**Part V: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor**

Primary Contact Name: _____	Title: _____
Email Address: _____	Phone Number: _____

**DO NOT SUBMIT FORM TO IRS — SUBMIT FORM TO NYS ONLY AS DIRECTED**

## NYS Office of the State Comptroller Instructions for Completing Substitute Form W-9

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New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.<sup>1</sup> We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

### ***Part I: Vendor Information***

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **Business name/disregarded entity name, if different from Legal Business Name:** Enter your DBA name or another name your entity is known by.
3. **Entity Type:** Check the Entity Type doing business with New York State.

### ***Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type***

The TIN provided must match the name in the “Legal Business Name” box to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, refers to IRS W-9 instructions for additional information. For other entities, it is your employer identification number (EIN). If you do not have a number or if the account is in more than one name, refer to IRS W-9 instructions for additional information.

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN).
2. **Taxpayer Identification Type:** Check the type of identification number provided.

### ***Part III: Address***

1. **Physical Address:** Enter the location of where your business is physically located.
2. **Remittance Address:** Enter the address where payments should be mailed.

### ***Part IV: Certification and Exemption from Backup Withholding***

Check the appropriate box indicating your exemption status from backup withholding. Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments. Refer to IRS Form W-9 instructions for additional information. The signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

### ***Part V: Vendor Primary Contact Information***

Please provide the contact information for an executive at your organization. This individual should be the person who makes legal and financial decisions for your organization.

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<sup>1</sup> According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.



**RFP 202502**  
**Appendix G**  
**ST-220 Certifications**



Department of Taxation and Finance

# Contractor Certification

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

# ST-220-TD

(4/15)

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

Contractor name			
Contractor's principal place of business		City	State ZIP code
Contractor's mailing address (if different than above)		City	State ZIP code
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )	
Covered agency or state agency	Contract number or description	Covered agency telephone number ( )	
Covered agency address	City	State	ZIP code
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000?			
Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/>			

## General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

**Note:** Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT  
DATA ENTRY SECTION  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0826**

## Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

## Need help?



Visit our Web site at [www.tax.ny.gov](http://www.tax.ny.gov)

- get information and manage your taxes online
- check for new online services and features



### Telephone assistance

**Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
*(name)* *(title)*  
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

**Complete Sections 1, 2, and 3 below. Make only one entry in each section.**

**Section 1 – Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 2 – Affiliate registration status**

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

**Section 3 – Subcontractor registration status**

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
*(sign before a notary public)*

\_\_\_\_\_  
*(title)*

**Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold**

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

(Mark an X in the appropriate box and complete the accompanying statement.)

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

Notary Public
Registration No. \_\_\_\_\_



# Contractor Certification to Covered Agency

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

# ST-220-CA

(12/11)

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

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

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_

(name)

(title)

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

(Mark an X in only one box)

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

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with \_\_\_\_\_

(insert contract number or description)

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

(sign before a notary public)

(title)

## Instructions

### General information

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

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

### When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_, before me personally appeared \_\_\_\_\_,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
\_he resides at \_\_\_\_\_,
Town of \_\_\_\_\_,
County of \_\_\_\_\_,
State of \_\_\_\_\_; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?

Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Telephone assistance
Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

**RFP 202502**  
**Appendix H**  
**Encouraging Use of NYS**  
**Business in Contract**  
**Performance**



**ENCOURAGING USE OF NEW YORK STATE BUSINESSES  
IN CONTRACT PERFORMANCE**

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

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

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

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

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

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

If yes, identify New York State businesses that will be used and attach identifying information.

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

Signature \_\_\_\_\_ Date: \_\_\_\_\_

**RFP 202502**  
**Appendix I**  
**EEO, MWBE, and SDVOB**

## **EEO, MWBE AND SDVOB PROGRAMS**

### **Forms:**

- I-1: EEO Policy Statement
- I-2: MWBE Staffing Plan
- I-3: MWBE and SDVOB Utilization Plan
- I-4: MWBE and SDVOB Waiver
- I-5: Monthly SDVOB Compliance Report

## **PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

### **I. General Provisions**

- A. The New York State Gaming Commission (the “Commission”) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”) for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Commission, to fully comply and cooperate with the Commission in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State-certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) and other applicable federal, state, and local laws.
- C. Failure to comply with all the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to the Commission pursuant to the Contract and applicable law.

## II. MWBE Contract Goals

- A. For purposes of this solicitation, the Commission hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State certified Minority-owned Business Enterprises (“MBE”) participation and **0%** for New York State certified Women-owned Business Enterprises (“WBE”) and participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>. Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 or [mwbebusinessdev@esd.ny.gov](mailto:mwbebusinessdev@esd.ny.gov) to discuss additional methods of maximizing participation by MWBEs on the Contract.
- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
  2. Any responses by MWBEs to the Contractor’s outreach;
  3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Commission with MWBEs; and,
  5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

## III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the Commission within seventy-two (72) hours after the date of the notice by the Commission to award the Contract to the Contractor.
3. If the Contractor, or Subcontractors, does not have an existing EEO policy statement, the Commission may provide the Contractor or Subcontractor a model statement (see Form I-1 Minority and Women-Owned Business Enterprises --Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### C. Staffing Plan—Form I-2

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal.

### D. Workforce Audit Report

1. The Contractor shall submit a quarterly Workforce Audit Report, and shall require each of its subcontractors to submit a Workforce Audit Report, by the 10th day following the end of each quarter during the term of the contract. The form shall be submitted through the New York State Contract System (“NYSCS”) at <https://ny.newnycontracts.com>.
2. Separate forms shall be entered by the Contractor and any Subcontractors.
3. Pursuant to Executive Order #162, Contractors and Subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

## IV. MWBE Utilization Plan – Form I-3

- A. The Contractor shall complete a **proposed** MWBE Utilization Plan on Form I-3 and submit it as part of their bid or proposal. Upon execution of the contract, the Contractor shall submit a MWBE Utilization Plan through the NYSCS at <https://ny.newnycontracts.com>.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Commission shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

## V. Waivers—Form I-4

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver on Form I-4. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable Contract Goals. The Commission shall evaluate the request and issue a written notice of approval or denial.
- B. If the Commission, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued regarding such non-compliance, the Commission may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

## VI. Quarterly MWBE Contractor Compliance Report

The Contractor will be required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS at <https://ny.newnycontracts.com> by the 10th day following the end of each quarter during the term of the Contract.

## VII. Liquidated Damages - MWBE Participation

- A. Where the Commission determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Commission liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
  - 1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
  - 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Commission, the Contractor shall pay such liquidated damages to the Commission within sixty (60) days after they are assessed. Provided, however, that the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

## **PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. The New York State Gaming Commission (the “Commission”) recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of the Commission’s contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

### **I. SBVOB Contract Goals**

- A. The Commission hereby establishes an overall goal of 0% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the Commission’s Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).
  1. Evidence of outreach to SDVOBs;
  2. Any responses by SDVOBs to the Contractor’s outreach;
  3. Copies of advertisements for participation by SDVOBs in appropriate general circulation,
  4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Commission with SDVOBs; and,
  5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for SDVOB participation.



**II. SDVOB Utilization Plan – Form I-3**

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed **proposed** SDVOB Utilization Plan on Form I-3 with their bid or proposal.
- B. The Contractor agrees to adhere to such SDVOB Utilization Plan in the performance of the Contract.
- C. The SDVOB Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the SDVOB Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of an SDVOB Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Commission.
- D. The Commission will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of the Commission's acceptance or issue a notice of deficiency.
- E. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Commission a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Commission to be inadequate, the Commission shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Commission, a request for a partial or total waiver of SDVOB participation goals on Form I-4. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. The Commission may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
  - 1. If a Bidder fails to submit an SDVOB Utilization Plan;
  - 2. If a Bidder fails to submit a written remedy to a notice of deficiency;
  - 3. If a Bidder fails to submit a request for waiver; or
  - 4. If the Commission determines that the Bidder has failed to document good faith efforts.
- G. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

- H. Contractor further agrees that a failure to use SDVOBs as agreed in the SDVOB Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Commission shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

### **III. Request for Waiver—Form I-4**

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Commission for guidance at [gam.sm.gamingcompliance@gaming.ny.gov](mailto:gam.sm.gamingcompliance@gaming.ny.gov).
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form I-4, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Commission at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Commission shall evaluate the request and issue a written notice of acceptance or denial.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Commission, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If the Commission, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (Form I-5) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Commission may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Commission at:

[gam.sm.gamingcompliance@gaming.ny.gov](mailto:gam.sm.gamingcompliance@gaming.ny.gov).

### **IV. Required Good Faith Efforts**

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

1. Copies of solicitations to SDVOBs and any responses thereto.
2. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

3. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Commission with certified SDVOBs whom the Commission determined were capable of fulfilling the SDVOB goals set in the Contract.
4. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
5. Other information deemed relevant to the waiver request.

**V. Monthly SDVOB Contractor Compliance Report- Form I-5**

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Commission during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using Form I-5 and should be completed by the Contractor and submitted to the Commission, by the 10th day following the end of each month during the term of the Contract, for the preceding month's activity to: [gam.sm.gamingcompliance@gaming.ny.gov](mailto:gam.sm.gamingcompliance@gaming.ny.gov).

**VI. Breach of Contract and Damages**

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

## MWBE and SDVOB Participation / Equal Employment Opportunity Policy Statement

I, \_\_\_\_\_ (CONTRACTOR OR GRANT REPRESENTATIVE),  
the \_\_\_\_\_ (GRANTEE/COMPANY NAME)  
agree to adopt the following policies with respect to the project being developed or services rendered at  
\_\_\_\_\_.

### **NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (c) At the request of the Commission, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

### **MWBE PARTICIPATION (MWBE)**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to MWBE contractor associations.

- (2) **Request a list of State-certified MWBEs from** the Commission or search the directory in the NYS Contract System ([newnycontracts.com](http://newnycontracts.com)) and solicit bids from the listed vendors directly.
- (3) **Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.**
- (4) **Where feasible, divide the work into smaller portions to enhanced participations by MWBEs and encourage the formation of joint venture and other partnerships among MWBE contractors to enhance their participation.**
- (5) **Document and maintain records of bid solicitation, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.**
- (6) **Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage MWBE participation.**

### **SDVOB PARTICIPATION (SDVOB)**

**This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:**

- (1) **Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.**
- (2) **Request a list of State-certified SDVOBs from** the Commission or search the directory (Office of General Services [ny.gov](http://ny.gov)) and solicit bids from the listed vendors directly.
- (3) **Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.**
- (4) **Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.**
- (5) **Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.**
- (6) **Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.**

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_  
(SIGNATURE)

**Print Name:** \_\_\_\_\_

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



**Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison**

\_\_\_\_\_ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (MWBE-EEO) program.

**MWBE Contract Goals**

- \_\_\_\_\_ % Minority Business Enterprise Participation
- \_\_\_\_\_ % Women’s Business Enterprise Participation
- \_\_\_\_\_ % **TOTAL/OVERALL MWBE Participation Goal**

**EEO Contract Goals**

- NOT APPLICABLE % Minority Labor Force Participation
- NOT APPLICABLE % Female Labor Force Participation

**SDVOB Contract Goals**

- \_\_\_\_\_ % Service Disabled Veteran Business Participation

\_\_\_\_\_  
(Signature of Contractor’s Authorized Representative)

- \*Name: \_\_\_\_\_
- \*Company: \_\_\_\_\_
- \*Title: \_\_\_\_\_
- \*Phone: \_\_\_\_\_
- \*Fax: \_\_\_\_\_
- \*Address: \_\_\_\_\_



## Staffing Plan

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

**Submit with Bid or Proposal – Instructions on page 2**

<b>Contract No.:</b>	<b>Project Location:</b>	<b>Report includes Prime Contractor/Subcontractors:</b> <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <b>Subcontractor Name(s):</b>
<b>Contract Name / Details:</b>		
<b>Company Name:</b> <b>Company Address and Contract Details:</b>		

**Enter the total number of employees for each classification in each of the EEO-Job Categories identified**

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

<b>PREPARED BY (Signature):</b>	<b>NAME:</b>	<b>ALTERNATE TEL:</b>
<b>DATE:</b>	<b>TITLE:</b>	<b>EMAIL:</b>
	<b>TELEPHONE:</b>	<b>OTHER:</b>

## Staffing Plan Instructions

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

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

**Instructions:**

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

**RACE/ETHNIC IDENTIFICATION:**

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

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

**OTHER CATEGORIES:**

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





## MWBE and SDVOB Utilization Plan

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (MWBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

\* indicates mandatory fields

\* Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\* Representative Name: \_\_\_\_\_

Town, State & Zip: \_\_\_\_\_

\* Phone: \_\_\_\_\_

\* Contract/Project Number: \_\_\_\_\_

\* Fax: \_\_\_\_\_

RFP/RFQ/Solicitation Number: \_\_\_\_\_

\* Email: \_\_\_\_\_

\* MWBE Goal: MBE \_\_\_\_\_% + WBE \_\_\_\_\_% = MWBE GOAL \_\_\_\_\_%

\* Total Dollar Value of Contract/Grant: \$ \_\_\_\_\_

\* SDVOB Goal: \_\_\_\_\_%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. * Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. * Check Firm Type That Applies for Work Completed on this Project	6. * Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			<input type="checkbox"/> Subcontractor <input type="checkbox"/> Subconsultant <input type="checkbox"/> Materials Supplier <input type="checkbox"/> Trade Agents/Brokers	



**MWBE and SDVOB Utilization Plan**

**7. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form.**

PREPARED BY (Signature): \_\_\_\_\_ DATE: \_\_\_\_\_

Preparer's Name (Print or Type): \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

Date: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.  
**This directory is available at <https://ny.newnycontracts.com>.**

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.  
**This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.**

TELEPHONE NO.:	EMAIL ADDRESS:
<p><b><u>Policy Regarding Use of MWBE Suppliers and Brokers</u></b></p> <p>Only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal.</p> <p><b>FOR CONSTRUCTION/CAPITAL PROJECTS</b> – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.</p> <p><b>FOR ALL OTHER PROJECTS</b> - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.</p>	
<b>** FOR COMMISSION USE ONLY **</b>	
REVIEWED BY:	DATE:
<p><b>UTILIZATION PLAN APPROVED?</b></p> <p><input type="checkbox"/> YES <input type="checkbox"/> PARTIAL <input type="checkbox"/> NO Date: _____</p>	

## Waiver Request Form

<b>Request for Waiver</b>		
Contractor Name:	Fed ID No.:	
Full Address:	Contract / Project Number:	
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)	
Current Contract Value:	MWBE Goal: MBE      % + WBE      % Overall MWBE Goal:      % SDVOB Goal:      %	
<p><b>By submitting this form and the required information, the Contractor certifies that every “Good Faith Effort” has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review <a href="#">5 NYCRR § 142.8</a> and <a href="#">9 NYCRR § 252</a>, Contractor’s Good Faith Efforts, for the precise definition of “Good Faith Effort.” Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor’s responsibility to ensure that adequate, clear and complete information is presented to the Commission.</b></p>		
<p><b>*UTILIZATION VALUE MET:</b></p> <p style="text-align: center;">MBE: \$ _____   WBE: \$ _____   SDVOB: \$ _____</p>		
<p><b>*CONTRACTOR IS REQUESTING :</b></p> <ol style="list-style-type: none"> <li>1. <input type="checkbox"/> <b>MBE Waiver</b> – A waiver of the MBE Goal for this procurement is requested. REQUESTED MBE GOAL: _____%</li> <li>2. <input type="checkbox"/> <b>WBE Waiver</b> – A waiver of the WBE Goal for this procurement is requested. REQUESTED WBE GOAL: _____%</li> <li>3. <input type="checkbox"/> <b>OVERALL MWBE Waiver</b> – A waiver of the MWBE Goal for this procurement is requested. REQUESTED MWBE GOAL: _____%</li> <li>4. <input type="checkbox"/> <b>SDVOB Waiver</b> – A waiver of SDVOB Participation Goal for this procurement is requested. REQUESTED SDVOB GOAL: _____%</li> </ol>		
<p>PREPARED BY (Signature): _____ Date: _____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR’S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.</p>		
<b>*Name and Title of Preparer:</b>	<b>*Telephone Number:</b>	<b>*Email:</b>

## Waiver Request Form

### Contractor's Good Faith Efforts

- (a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:
- (1) Copies of its solicitations of certified firms enterprises and any responses thereto;
  - (2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;
  - (3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
  - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
  - (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.
- (b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
- (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
  - (2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
  - (3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
  - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
  - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
  - (6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;
  - (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;
  - (8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.

## Waiver Request Form

- (9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and
- (10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

<p>Submit with the Bid or Proposal.</p>	<b>***** FOR COMMISSION USE ONLY *****</b>	
	REVIEWED BY:	DATE:
	<p> <b>Waiver Granted:</b> <input type="checkbox"/> YES    <b>MBE:</b> <input type="checkbox"/>    <b>WBE:</b> <input type="checkbox"/>    <b>SDVOB:</b> <input type="checkbox"/>  <input type="checkbox"/> Total Waiver                      <input type="checkbox"/> Partial Waiver  <input type="checkbox"/> *Conditional                      <input type="checkbox"/> Notice of Deficiency Issued _____  <u>* Comments:</u>  <hr/><hr/><hr/><hr/><hr/><hr/> </p>	



**CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (DUE ON THE 10<sup>TH</sup> DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT**

Contract No.: \_\_\_\_\_

Contractor/Vendor Name, Address and Phone No.:	Contractor/Vendor Federal ID No.:	SDVOB Goals	Reporting Period		
			%	Month	Year
SDVOB Firm Name, Address and Phone Number (List All Firms)	Description of Work or Supplies Provided	SDVOB Payment	Total Monthly Payments from NYS		
Federal ID No.:		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> No Payment This Month			
Federal ID No.:		<input type="checkbox"/> No Payment This Month			

_____ Signature	_____ Print Name and Title	_____ Date
<b>Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.</b>		For Commission's Use Only
		<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Reviewed By:</td> <td style="width: 50%;">Date:</td> </tr> </table>
Reviewed By:	Date:	

**RFP 202502**  
**Appendix J**  
**Consultant Disclosure**  
**Forms**

**FORM A**

**New York State Consultant Services  
Contractor's Planned Employment**  
From Contract Start Date Through the End of the Contract Term

State Agency Name: NYS Gaming Commission  
 State Agency Department ID: 20050 Agency Business Unit:  
 Contractor Name: Contract Number:  
 Contract Start Date: / / Contract End Date: / /

Employment Category	Number of Employees	Number of Hours to be Worked	Amount Payable Under the Contract
Total this Page	0.00	0.00	\$ 0.00
<b>Grand Total</b>			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: \_\_\_\_\_

Date Prepared: / /

(Use additional pages, if necessary)

Page of



## Form A--Consultant Disclosure Instructions

The State Consulting Services Contractor's Planned Employment Report (this Form A) is due within two (2) business days after receiving notice of a contract award. The completed Report must be submitted to the Gaming Commission at [officer.contracting@gaming.ny.gov](mailto:officer.contracting@gaming.ny.gov).

Complete Form A for contracts for consulting services in accordance with the following:

Employment category: the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract. (Note: Access the O\*NET database, which is available through the US Department of Labor's Employment and Training Administration website at [www.online.onetcenter.org](http://www.online.onetcenter.org).)

Number of employees: the total number of employees in the employment category employed anticipated to provide services under the contract, including part time employees and employees of subcontractors.

Number of hours to be worked: the total number of hours anticipated be worked by the employees in the employment category.

Amount payable under the contract: the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services to be provided during the Report Period.

If you have any questions regarding this requirement under the Consultant Disclosure Law, please contact the Contract Unit at [officer.contracting@gaming.ny.gov](mailto:officer.contracting@gaming.ny.gov) or at (518) 388-0924.

FORM B

<p><b>New York State Consultant Services</b>  <b>Contractor's Annual Employment Report</b>          Report Period: April 1,            to March 31,</p>
---

Contracting State Agency Name: NYS Gaming Commission	
Contract Number:	Agency Business Unit: 20050
Contract Term:    /    /            to    /    /	Agency Department ID:
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

**Scope of Contract (Choose one that best fits):**

Analysis     Evaluation     Research     Training  
 Data Processing     Computer Programming     Other IT consulting  
 Engineering     Architect Services     Surveying     Environmental Services  
 Health Services     Mental Health Services  
 Accounting     Auditing     Paralegal     Legal     Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this Page	0.00	0.00	\$ 0.00
<b>Grand Total</b>			

Name of person who prepared this report: \_\_\_\_\_

Title: \_\_\_\_\_ Phone #: \_\_\_\_\_

Preparer's Signature: \_\_\_\_\_

Date Prepared:    /    /

(Use additional pages, if necessary)

The completed Report must be submitted to OSC, DCS, and the Gaming Commission:  
[CDMOST@osc.ny.gov](mailto:CDMOST@osc.ny.gov); [SubmitformB@cs.ny.gov](mailto:SubmitformB@cs.ny.gov); [officer.contracting@gaming.ny.gov](mailto:officer.contracting@gaming.ny.gov).

OSC: [CDMOST@osc.ny.gov](mailto:CDMOST@osc.ny.gov)  
or  
NYS Office of the State Comptroller Bureau of Contracts  
110 State Street, 11th Floor Albany, NY 12236  
Attn: Consultant Reporting

DCS: [SubmitformB@cs.ny.gov](mailto:SubmitformB@cs.ny.gov)  
or  
NYS Department of Civil Service  
Empire State Plaza  
Albany, NY 12239

NYS Gaming Commission: [officer.contracting@gaming.ny.gov](mailto:officer.contracting@gaming.ny.gov)  
or  
NYS Gaming Commission  
PO Box 7500  
354 Broadway  
Schenectady, NY 12301-7500

Submit the completed Form B by May 15 for the period April 1 through March 31, and annually by May 15th thereafter for each State fiscal year (or portion thereof) the contract is in effect, in accordance with the following:

Scope of Contract: a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O\*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O\*NET database, through the US Department of Labor's Employment and Training Administration website at [www.online.onetcenter.org](http://www.online.onetcenter.org).)

Number of Employees: the total number of employees in the employment category employed that provided services under the contract during the Report Period, including part time employees and employees of subcontractors.

Number of hours worked: the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

If you have any questions regarding this requirement under the Consultant Disclosure Law, please contact the Contract Unit at [officer.contracting@gaming.ny.gov](mailto:officer.contracting@gaming.ny.gov) or at (518) 388-0924.

**RFP 202502**  
**Appendix K**  
**Vendor Assurance of No  
Conflict of Interest or  
Detrimental Effect**

## **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The Firm offering to provide services pursuant to this [RFP/Contract], as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this [RFP/Contract] does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment,

hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this [RFP/Contract] should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Name, Title:

Signature:

Date:

This form must be signed by an authorized executive or legal representative.

**RFP 202502**  
**Appendix L**  
**Statement on Sexual**  
**Harassment**

## Statement on Sexual Harassment

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

Contractor certifies that this statement provided to the Agency with respect to State Finance Law §139 (l) is complete, true and accurate.

---

**Authorized Signatory**

---

**Signature**

---

**Title**

---

**Company Name**



**RFP 202502**  
**Appendix M**  
**Anti-Discrimination EO 177**  
**Certification**

### Anti-Discrimination EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. 3

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_, 20\_\_

**RFP 202502**  
**Appendix N**  
**EO 16 Certification**

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

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

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

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

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

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

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

Vendor Name: \_\_\_\_\_  
(legal entity)

By: \_\_\_\_\_  
(signature)

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

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

Date: \_\_\_\_\_

**RFP 202502**  
**Appendix O**  
**Insurance Requirements**

## **INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS**

### **Insurer Qualifications**

All insurance required under this Agreement as specified within this Appendix O, must be written by a company with a current rating of "A-" or better as rated by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted, and authorized to do business in the State of New York, and are approved by the Commission. Non-admitted carriers will only be accepted when coverage cannot be secured from an admitted carrier, as evidenced by appropriate Excess Line Association of New York ("ELANY") documentation (see Certificate of Insurance Requirements).

Required coverage and limits must be put into effect as of the effective date of the Agreement and must remain in effect throughout the term of the Agreement, as determined by the Commission.

### **Insurance Requirements**

Prior to the start of work the Contractor shall procure at its sole cost and expense and shall maintain in force at all times during the term of the Agreement, policies of insurance as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (Admitted Carriers). The Commission may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed ELANY Affidavit; provided that nothing herein shall be construed to require the Commission to accept insurance placed with a non-authorized carrier under any circumstances.

The required coverage must be obtained to provide insurance benefits to the Commission based on the actions or omissions of the Contractor.

Upon award, the Contractor shall deliver to the Commission evidence of such insurance coverage as defined below. In the event there is a claim asserted that is covered by insurance, the Contractor shall make available for inspection to the Commission upon the Commission's request, at Commission headquarters, during reasonable business hours, any applicable policy required by this Agreement.

Throughout the Agreement period, the Contractor shall notify the Commission of any material changes to the policy coverages, or any cancellations prior to the expiration date. The carrier shall also send notification of cancellation, termination, or failure to renew any policy in accordance with the policy provisions when practicable.

## **General Conditions**

A. **Conditions Applicable to Insurance.** All policies of insurance required by the Agreement must meet the following requirements:

**1. Coverage Types and Policy Limits.** The types of insurance coverage and policy limits required from the Contractor are specified in Paragraph B below – Specific Coverages and Limits.

**2. Policy Forms.** Policies must be written on an **occurrence** basis, except as may be otherwise specifically provided herein, or agreed to in writing by the Commission. Under certain circumstances, the Commission may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Agreement. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Agreement. Written proof of this extended reporting period must be provided to the Commission prior to the expiration or cancellation of the policy.

**3. Certificates of Insurance/Notices.** Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commission, before any work commences under this Agreement. Certificates shall be mailed using the contact information provided in the Agreement. Copies of the full policy shall be provided to the Commission by the Contractor upon request.

Unless otherwise agreed, insurance policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days' prior written notice to the Commission.

Certificates of Insurance shall:

- a. Be in the form approved by the Commission.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Agreement.
- c. Specify the Additional Insureds and Named Insureds as required herein.
- d. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit.
- e. Be signed by an authorized representative of the insurance carrier or producer.

**4. Primary Coverage.** All insurance policies, including umbrella liability and excess liability policies, shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Commission for any claim arising from the Contractor's work under this Agreement, or as a result of the Contractor's activities. Any other insurance maintained by the Commission shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance" clause contained in the Commission's own policy of insurance.

**5. Policy Renewal/Expiration** Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in the Agreement shall be delivered to the Commission. If, at any time during the term of the Agreement, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Agreement, or proof thereof is not provided to the Commission, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by the Commission.

**6. Deadlines for Providing Insurance Documents after Renewal or Upon Request.** As set forth herein, certain insurance documents must be provided to the Commission's Contract Unit upon award, renewal, and/or upon request. This requirement means that the Contractor shall provide the applicable insurance document to the Commission as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days from request or renewal, whichever is later;
- For information on self-insurance or self-retention programs: 15 calendar days from request or renewal, whichever is later;
- For other requested documentation evidencing coverage: 15 calendar days from request or renewal, whichever is later;
- For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal, whichever is later; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Commission, the Commission shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

**7. Self-Insured Retention/Deductibles.** Additional surety/security may be required in certain circumstances. The Contractor shall be solely responsible for all claim expenses and loss payments within any self-insured retention or deductible.



**8. Subcontractors.** Should the Contractor engage a subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. An Additional Insured Endorsement CG 20 38 04 13 (or the equivalent coverage for specific subject matters) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and shall be provided to the Commission upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies. Proof thereof shall be supplied to the Commission.

**9. Additional Insured.** The Contractor shall cause to be included in each of the liability policies required below coverage for on-going and completed operations naming as additional insureds (via ISO coverage forms CG 20 10 04 13 or CG 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): the Commission, and their respective officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Commission within 30 days of renewal or upon request, whichever is longer. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

**10. Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

**B. Specific Coverages and Limits.** The types of insurance and minimum policy limits shall be as provided below.

**1. General Liability.** Commercial General Liability Insurance (CGL), covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Agreement. The limits under such policy shall not be less than the following:

- Each Occurrence limit: \$1,000,000

- General Aggregate: \$2,000,000
- Products/Completed Operations should equal the General Aggregate limit
- Personal Advertising Injury \$1,000,000
- Property Damage \$50,000
- Medical Expense \$5,000

Coverage shall include, but not be limited to, the following: premises liability; independent contractors; blanket contractual liability, including tort liability of another assumed in a contract; defense and/or indemnification obligations, including obligations assumed under this Agreement; cross-liability for additional insureds; products/completed operations for a term of no less than three years, commencing upon acceptance of the Contractor's and any subcontractor's work, as required by the Agreement; and liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO form must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form

**2. Property Insurance.** The Contractor must maintain insurance on all property, including, but not limited to, all buildings, furniture, fixtures, laboratory equipment, supplies, and computers used to effectuate the Agreement or that are referenced within the Agreement, whether utilized or not, in an amount equal to or greater than the actual replacement cost thereof. Coverage must include a Property Floater to insure personal property including, but not limited to, contents, equipment, and mobile items, against fire, theft, collision flood, etc. The Commission will not be responsible for insuring any equipment.

**3. Workers' Compensation and Disability.** For work to be performed in New York State, the Contractor shall provide and maintain insurance coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law ([www.wcb.ny.gov](http://www.wcb.ny.gov)).

Evidence of New York State Workers' Compensation and Employers Liability coverage and New York State Disability Benefits coverage, or exemption from coverage, must be provided on **one** of the following forms specified by the Commissioner of the New York State Workers' Compensation Board. For forms and guidance, the Board's website is:

[http://www.wcb.ny.gov/content/main/forms/Forms\\_EMPLOYER.jsp](http://www.wcb.ny.gov/content/main/forms/Forms_EMPLOYER.jsp)

- A. Workers' Compensation and Employers Liability Coverage:

- **Form CE-200** - Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, that New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required); or
- **Form C-105.2** - (September 2015, or most current version) – Certificate of Workers' Compensation Insurance, sent to the Commission by the Contractor's insurance carrier upon request; or
- **Form U-26.3** – Certificate of Workers' Compensation Insurance from the State Insurance Fund. Bidder must request that the State Insurance Fund send this form to the Commission; or
- **Form SI-12** – Certificate of Workers' Compensation Self Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office; or
- **Form GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Bidder's Group Self-Insurance Administrator.

B. Disability Benefits:

- **Form CE-200** - Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required); or
- **Form DB-120.1** (September 2015 or most current version), Certificate of Insurance Coverage under the NYS Disability Benefits Law. Bidder must request its business insurance carrier to send this form to the Commission.
- **Form DB-155**, Certificate of Disability Benefits Self-Insurance.

**All forms must name THE NEW YORK STATE GAMING COMMISSION as the Entity Requesting Proof of Coverage (i.e., the entity being listed as the Certificate Holder).**

**All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier. (ACORD forms are NOT acceptable proof of Workers' Compensation insurance coverage).**

**RFP 202502**  
**Appendix P**  
**Potential Conflict of  
Interest Disclosure Form**

**POTENTIAL CONFLICT OF INTEREST DISCLOSURE FORM**

This Form is to be completed by the Bidder, Consultant, and all individuals and entities (hereinafter referred to as "the Firm"), proposing to provide services pursuant to the RFQ and Contract, as a contractor, joint venture contractor, subcontractor, or consultant, required to complete a Vendor Assurance of No Conflict of Interest or Detrimental Effect form. Completion of such Form is an ongoing obligation.

List all Officers, Directors, or key employees of the Bidder/Consultant/Firm who are employed by New York State, including their employer, employment title, and location of work:

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List and describe Bidder's/Consultant's/Firm's professional relationships involving the State or any of its agencies for the past five (5) years:

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List and describe the Bidder's/Consultant's/Firm's professional relationships involving any casino, sports wagering, mobile sports wagering, or video lottery gaming operators:

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Other potential Conflicts of Interest (describe, including, without limitation, relationships with any entity or person known to be a potential applicant, or associated with any potential applicant, for a gaming facility in New York and any relationships the Bidder/Consultant/Firm has that may lead to a reasonable perception of a conflict of interest by the public if Bidder is awarded the Contract and/or Consultant/Firm performs work under the Contract):

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Bidder/Consultant/Firm: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

**RFP 202502**

**Attachment 1**

**Bidder Acknowledgement  
of Solicitation Amendment**



**RFP: C202502 – Equine Drug Testing**

**BIDDER ACKNOWLEDGEMENT OF ADDENDUM**

Amendment Number: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Summary:

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

FIRM NAME: \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

**RFP 202502**  
**Attachment 2**  
**Pricing Proposal**



**PRICING PROPOSAL FORM**

**A. Standardbred Pricing:** Annual cost must be provided in the chart below. Amounts provided below represent the maximum amount that will be permitted to be invoiced pursuant to Section 6.6 of the RFP. Pursuant to Section 3.10 of the RFP, the Laboratory budget and intended research must be reviewed and approved by the Commission Equine Medical Director on an annual basis.

<b>Category</b>	<b>Year 1 Amount</b>	<b>Year 2 Amount</b>	<b>Year 3 Amount</b>	<b>Year 4 Amount</b> (Commission's First Optional One Year Renewal)	<b>Year 5 Amount</b> (Commission's Second Optional One Year Renewal)	<b>Total Five-Year Proposed Cost for Standardbred Pricing</b>
Salaries and Benefits (as calculated below)						
Equipment						
Equipment Maintenance						
Supplies						
Operating Expenses						
Administration						
Research						
<b>Total</b>						

**Standardbred Pricing Salaries and Benefits Calculation:** Annual totals for Salary and Benefits cost (Part A) are to be detailed below. Hourly rates shall be inclusive of any benefits. Bidder must list every title that may be utilized for the services under this RFP and group each title under the four job category positions listed in the left column. Only titles provided in this Pricing Proposal Form will be utilized during the term of the Contract resulting from this RFP. The form may be expanded if additional room for more titles is needed.

**Standardbred Pricing Salaries and Benefits Calculation Year 1**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 1 Hourly Rate</b>	<b>Year 1 Annual Hours</b>	<b>Year 1 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 1 Amount Total Cost of Salary and Benefits of all Proposed Positions</b>					

**Standardbred Pricing Salaries and Benefits Calculation Year 2**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 2 Hourly Rate</b>	<b>Year 2 Annual Hours</b>	<b>Year 2 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 2 Amount Total Cost of Salary and Benefits of all Proposed Positions</b>					

**Standardbred Pricing Salaries and Benefits Calculation Year 3**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 3 Hourly Rate</b>	<b>Year 3 Annual Hours</b>	<b>Year 3 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 3 Amount Total Cost of Salary and Benefits of all Proposed Positions</b>					

**Standardbred Pricing Salaries and Benefits Calculation Year 4**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 4 Hourly Rate</b>	<b>Year 4 Annual Hours</b>	<b>Year 4 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 4 Amount                      Total Cost of Salary and Benefits                      of all Proposed Positions</b>					

**Standardbred Pricing Salaries and Benefits Calculation Year 5**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 5 Hourly Rate</b>	<b>Year 5 Annual Hours</b>	<b>Year 5 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 5 Amount                      Total Cost of Salary and Benefits                      of all Proposed Positions</b>					

### Thoroughbred Pricing (Specified Option)

**B. Thoroughbred Pricing (Specified Option):** The Specified Option will be used at the Commission’s discretion. Annual total for Salary and Benefit costs are to be detailed below. Amounts provided below represent the maximum amount that will be permitted to be invoices pursuant to Section 6.6 of the RFP. Proposed costs for the Specified Option shall only include cost that are in addition to cost covered by Standardbred Pricing. Pursuant to Section 3.10 of the RFP, the Laboratory budget and intended research must be reviewed and approved by the Commission Equine Medical Director on an annual basis.

Category	Year 1 Amount	Year 2 Amount	Year 3 Amount	Year 4 Amount <small>Commission's First Optional One Year Renewal)</small>	Year 5 Amount <small>Commission's Second Optional One Year Renewal)</small>	Total Proposed Five-Year Cost of Specified Option
Salaries and Benefits (as calculated below)						
Equipment						
Equipment Maintenance						
Supplies						
Operating Expenses						
Administration						
Research						
<b>Total</b>						

**Thoroughbred Pricing (Specified Option) Salaries and Benefits Calculation:** Annual total for Salary and Benefits cost (Part B) are to be detailed below. Hourly rates shall be inclusive of any benefits. Bidder must list every title that may be utilized for the services under this RFP for the Specified Option and group each title under the four job category positions listed in the left column. Only titles provided in this Pricing Proposal Form will be utilized during the term of the Contract resulting from this RFP. The form may be expanded if additional room for more titles is needed.

**Thoroughbred Pricing (Specified Option) Salaries and Benefits Calculation Year 1**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 1 Hourly Rate</b>	<b>Year 1 Annual Hours</b>	<b>Year 1 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 1 Amount</b>					
<b>Total Cost of Salary and Benefits</b>					
<b>of all Proposed Positions</b>					



**Thoroughbred Pricing (Specified Option) Salaries and Benefits Calculation Year 2**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 2 Hourly Rate</b>	<b>Year 2 Annual Hours</b>	<b>Year 2 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 2 Amount                      Total Cost of Salary and Benefits                      of all Proposed Positions</b>					

**Thoroughbred Pricing (Specified Option) Salaries and Benefits Calculation Year 3**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 3 Hourly Rate</b>	<b>Year 3 Annual Hours</b>	<b>Year 3 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 3 Amount Total Cost of Salary and Benefits of all Proposed Positions</b>					

**Thoroughbred Pricing (Specified Option) Salaries and Benefits Calculation Year 4**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 4 Hourly Rate</b>	<b>Year 4 Annual Hours</b>	<b>Year 4 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 4 Amount                      Total Cost of Salary and Benefits                      of all Proposed Positions</b>					

**Thoroughbred Pricing (Specified Option) Salaries and Benefits Calculation Year 5**

<b>Job Category: Senior, Mid-level, Junior, or Clerical</b>	<b>Title</b> (Specify title within job category: Senior, Mid-level, Junior, and Clerical)	<b>Name of Proposed Individual</b>	<b>Year 5 Hourly Rate</b>	<b>Year 5 Annual Hours</b>	<b>Year 5 Total Salary and Benefit Cost by individual</b>
Senior position:					
Mid-level position:					
Junior position:					
Clerical position:					
<b>Year 5 Amount                      Total Cost of Salary and Benefits                      of all Proposed Positions</b>					

**Total Proposed Cost (Total Proposed Cost Standardbred Pricing (A.)) + Total Proposed Cost Specified Option (B.) =**  
**\$\_\_\_\_\_**

The Bidder agrees to provide Equine Drug Testing Service in accordance with the specifications for the prices Proposed above. Proposed prices shall be inclusive of all costs including, travel, licenses, insurance, profit, and other ancillary costs.

FIRM NAME: \_\_\_\_\_

FIRM FEIN: \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**RFP 202502**  
**Attachment 3**  
**Document Submittal**  
**Checklist**



**DOCUMENT SUBMITTAL CHECKLIST - RFP C202502**

All items should be submitted with the Proposal, unless otherwise noted (checkbox is shaded out). Refer to sections in the RFP for details of each requirement.

<b>Submit with Response to RFP</b>		<b>RFP Section</b>	<input checked="" type="checkbox"/>
Transmittal Letter: stating bid is valid for 120 days from bid due date; must be signed	5.4		
Attachment 1: Bidder Acknowledgement of Addendum (for each addendum)	1.4		
Appendix B: Contract Form (incorporates Appendix A); must be signed	5.4		
Appendix C Bidder/Offeror Disclosure/Certification Form	7.1		
Appendix D: Non-Collusive Bidding Certification	7.2		
Appendix E: New York State Vendor Responsibility Questionnaire	6.9		
Appendix H: Encouraging Use of New York State Businesses in Contract Performance	7.7		
Appendix I: EEO, MWBE, SDVOB Policy Statement	7.8		
Appendix J: Consultant Disclosure	7.10		
Appendix K: Vendor Assurance of No Conflict of Interest or Detrimental Effect	6.9		
Appendix L: Statement on Sexual Harassment	7.12		
Appendix M: EO 177 Certification	7.13		
Appendix N: EO 16 Certification	7.14		
Designation of Proprietary Information (FOIL)	5.4 & 5.11		
Disclosure of Litigation	5.13		
References	3.7		
<b>Pricing Included with Response to RFP</b>		<b>RFP Section</b>	<input checked="" type="checkbox"/>
Attachment 2: Bid Form (Bidders must use Attachment 2 for their Pricing. Alternate forms will be considered non-responsive)	3.10		
<b>Due Subsequent to Award</b>		<b>RFP Section</b>	<input checked="" type="checkbox"/>
Appendix F: Substitute Form W-9	7.4		
Appendix G: ST-220 Contractor Certification forms; Due within 7 calendar days of notice of award Form ST220-TD, Submit to DTF Form ST220-CA, Submit to Commission	7.6		
Appendix O: Insurance Certificates due upon award.	7.15		

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

Authorized

Signatory: \_\_\_\_\_

**RFP 202502**  
**Attachment 4**  
**No Bid Response**





**NO-BID RESPONSE**

RFP – C202502 Equine Drug Testing

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

If your company will not be submitting a response to the RFP, it would be helpful in the preparation of future bidding opportunities to understand why your company is not submitting a proposal. Please help us by selecting your reason from the choices below or selecting "Other" with a brief explanation.

\_\_\_\_\_ Although the bid is within the scope of our business, and we are interested in principle, at present, we are unable to respond, due to other commitments.

\_\_\_\_\_ The services / products described in the subject RFP are not within our area of expertise.

\_\_\_\_\_ We do not have the staffing / resources available at this time to provide the services requested.

\_\_\_\_\_ There were certain requirements or restrictions stated in the RFP that preclude us from bidding. Those requirements are:

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

\_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_

**This form may be emailed to: [officer.contracting@gaming.ny.gov](mailto:officer.contracting@gaming.ny.gov), or mailed to:**

New York State Gaming Commission - Contracts  
354 Broadway  
Schenectady, NY 12301-7500

Please be advised that **no response** may result in removal of your company from our Bidders List.