



**Gaming
Commission**

NEW YORK STATE GAMING COMMISSION

REQUEST FOR PROPOSALS

FOR

**LEGAL REPRESENTATION CONCERNING
THE FREEDOM OF INFORMATION LAW**

RFP # 1030

Issued June 17, 2025

PROCUREMENT WEBSITE:

https://www.gaming.ny.gov/about/procurement_opp.current.php

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

Consistent with the public policy established by the New York State Procurement Lobbying Law, the Contract Management Specialists designated below are the only points of contact regarding matters relating to this RFP, unless additional points of contact are designated by them.

ALL BIDDERS RESPONDING TO THIS RFP AND ALL COMMUNICATIONS CONCERNING THIS PROCUREMENT MUST BE ADDRESSED IN WRITING TO EITHER OF THE CONTRACT MANAGEMENT SPECIALISTS NOTED BELOW:

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 Alysian Bowers, Contract Management Specialist 2

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RFP-related questions must be submitted via electronic mail to the email address above by the date specified in the Schedule of Events.

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 OF EVENTS

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

Event	Date
RFP release date	June 17, 2025
Round one written questions due 12:00 pm EDT	July 10, 2025
Round one Commission answers issued in amendment (anticipated)	July 11, 2025
Round two written questions due 12:00 pm EDT	July 15, 2025
Round two Commission answers issued in amendment (anticipated)	July 16, 2025
Proposal due 2:00 pm EDT	July 23, 2025
Interviews (at the Commission's discretion)	On or about July 28, 2025
Contract start date	Contract will be effective upon the latter of (a) the "Return Date" as defined in the NYS Board's January 3, 2023 "Request for Applications to Develop and Operate a

Gaming Facility in New York State” or (b) upon OSC approval of the Contract.

TABLE OF CONTENTS

PART ONE – GENERAL INFORMATION

1.1	Overview	6
1.2	Background	6
1.3	Minimum Qualifications	7
1.4	Preferred Qualifications	8
1.5	Bidder/Successful Bidder/Consultant/Contractor Differentiation	8
1.6	Headings	8
1.7	Questions and Inquiries	8
1.8	Non-Exclusive Rights	8
1.9	Confidentiality and Non-Disclosure	9

PART TWO – SCOPE OF WORK

2.1	Scope of Work	10
2.2	Board Responsibility and Project Control.....	11

PART THREE – THE PROPOSAL

3.1	Technical and Pricing Proposals	12
3.2	Business Organization and Financial Viability	12
3.3	Experience of the Bidder	13
3.4	Bidder’s Project Management and Staffing	13
3.6	Interviews	14
3.7	Pricing Proposal	14
3.8	Proposal Clarification Process.....	14

PART FOUR – EVALUATION AND SELECTION

4.1	Introduction.....	15
4.2	Method of Award	15
4.3	Evaluation Methodology	15
4.4	Information from Other Sources	16
4.5	Evaluation and Selection Criteria.....	16
4.6	Final Composite Score/Determination of Award Process.....	17
4.7	Notice of Award	17
4.8	Debriefings.....	17

4.9 Protest or Appeal 17

PART FIVE – GENERAL REQUIREMENTS FOR PROPOSALS

5.1 General 19
5.2 Proposal Disclosure by Bidder 19
5.3 Material Requirements 19
5.4 Proposal Content and Submission 19
5.5 Deadline for Submission 22
5.6 Joint Proposals..... 22
5.7 Multiple Proposals from One Bidder Prohibited..... 23
5.8 Costs Associated with Preparation of Proposals..... 23
5.9 Accuracy of Proposals..... 23
5.10 Extraneous Terms 23
5.11 Designation of Proprietary Information (FOIL) 24
5.12 Disclosure and Investigations During Proposal Evaluation..... 24
5.13 Disclosure of Litigation and Other Information 25
5.14 Change in Financial Condition 25
5.15 Change in Ownership..... 25
5.16 New York State Public Officers Law 26
5.17 Ethics Requirements..... 26
5.18 Hiring of Commission Personnel 26
5.19 News Releases..... 27
5.20 Advertising 27
5.21 State’s Reserved Authority..... 27
5.22 Default 28
5.23 Disputes Under the Contract..... 28
5.24 Delegation and/or Assignment..... 29
5.25 Right to Audit Successful Bidder’s Operations..... 29
5.26 Authority of Commission..... 29
5.27 Litigation, Complaints, or Requests 29

PART SIX – PROVISIONS

6.1 Governing Law..... 30
6.2 Form of Contractual Agreement..... 30
6.3 Term of Contract..... 30
6.4 Severability 30
6.5 Standard Clauses for All New York State Contracts 31
6.6 Compensation, Invoicing, And Payment 31
6.7 Successful Bidder Responsibilities as Primary Vendor 31
6.8 Approval of Staffing 31
6.9 Subcontract Approval 32
6.10 Vendor Code of Conduct 33

6.11	Intellectual Property	33
6.12	Access by Personnel	34
6.13	Ownership of Proposal Contents, Materials and Intellectual Property.....	34
6.14	Technology Provisions	34
6.15	Force Majeure	35
6.16	Successful Bidder Personal Background	36
6.17	Document Retention	36
6.18	FOIL	36
6.19	Public Comment	37

PART SEVEN – RFP REQUIREMENTS AND CERTIFICATIONS

7.1	Procurement Lobbying Restrictions.....	38
7.2	Non-Collusive Bidding Requirement	38
7.3	New York State Vendor Responsibility Questionnaire.....	39
7.4	Vendor Identification Number	39
7.5	Electronic Payments	40
7.6	Tax Law Section 5-A.....	40
7.7	New York State Subcontractors and Suppliers	40
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.....	40
7.9	New York State Service-Disabled Veteran-Owned Businesses.....	41
7.10	Consultant Disclosure	41
7.11	Conflicts of Interest.....	42
7.12	Certification of Compliance with State Finance Law.....	43
7.13	Executive Order No. 177 Certification	43
7.14	Executive Order No. 16 Certification	44
7.15	Insurer Qualifications and Insurance Requirements.....	44

PART EIGHT– APPENDICES AND ATTACHMENTS

8.1	Appendices	45
8.2	Attachments.....	45

PART ONE – GENERAL INFORMATION

1.1 Overview

The New York State Gaming Commission (the “Commission”), on its own behalf and on behalf of the New York Gaming Facility Location Board (the “Board”), issues this Request for Proposals (“RFP”) to solicit Proposals from bidders seeking the award of a Contract to provide legal advice and services on the application of the New York Freedom of Information Law (“FOIL”) codified in Article 6 of the Public Officers Law, in relation to the applications received to proceed for licensure consideration to develop and operate a casino in New York State pursuant to Racing, Pari-Mutuel Wagering and Breeding Law (“Racing Law”) Article 13, Title 2-A.

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** of this RFP. The Commission reserves the right to create an amended and restated Contract during this RFP process and every bidder responding must, if an amended Appendix B is issued, submit a signed Contract in the form of such amended and restated Contract. The resulting Contract will become binding and effective after approval by the Commission and the New York State Office of the Attorney General (“OAG”) and, if required by law, the Office of the New York State Comptroller (“OSC”).

In this RFP, the Commission defines a series of objectives, requirements, and an approach to evaluating proposals that will represent the best interests of the Commission and the Board, in conformance with the State’s, the Commission’s, and the Board’s respective policies, regulations and statutes. The contents of this RFP, any modifications, and the Successful Bidder’s Proposal will become contractual obligations if a Contract ensues. If a Successful Bidder fails to accept these obligations, the award of a Contract may be cancelled by the Commission unilaterally, in the sole discretion of the Commission.

1.2 Background

Racing Law Article 13, Title 2-A sets forth a process for the potential selection of up to three applicants for Commission licensure to operate casino gaming in New York State as licensees in addition to the existing four gaming facility licensees. These additional licenses may be for a gaming facility in any location in New York State, except for the counties of Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Saint Lawrence, Warren, Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida Onondaga, Oswego, Otsego and except within the following area: (1) to the east, State Route 14 from Sodus Point to the Pennsylvania border with New York; (2) to the north, the border between New York and Canada; (3) to the south, the Pennsylvania border with New York; and (4) to the west, the border between New York and Canada and the border between Pennsylvania and New York. See Racing Law § 1321-a(3).

Section 109-a of the Racing Law provides, “The Commission shall establish a separate board to be known as the New York gaming facility location board to perform designated

functions under article thirteen of this chapter.” Section 109-a(6)(c) provides, “The Board may contract with attorneys...to render necessary services.”

The gaming facility applications received are subject to FOIL. FOIL provides that a person or entity submitting information to a State agency may request, pursuant to Public Officers Law section 89(5)(a), that portions of such submission be withheld from disclosure pursuant to statutory exemptions from disclosure set forth in FOIL at Public Officers Law section 87(2). The applicants for a gaming facility license have been requested to submit, along with their full applications, an electronic version of their applications that redacts material that the applicant asserts is exempt from FOIL disclosure, along with a justification for such redactions. The Commission and the Board intend to post for public viewing on a website each of these redacted applications when received. Each application is anticipated to comprise thousands of pages of material.

The Commission must then, on its own behalf and on behalf of the Board, evaluate each applicant’s proposed redactions and make determinations of whether each FOIL exemption asserted by an applicant has been justified, and then engage with the applicant in the interactive process set forth in FOIL to reach a final agency determination of the limits of which any such material in the application is exempt from public disclosure. The Commission and the Board then anticipate updating each posted application to reflect the Commission’s determinations.

The Commission and the Board anticipate receiving requests for records from the public pursuant to FOIL for these applications, regardless of any public website posting. These requests will be responded to according to the requirements of FOIL.

The Commission and the Board anticipate receiving requests for records from the public pursuant to FOIL for records relating to these applications. These requests will be responded to according to the requirements of FOIL.

The Successful Bidder chosen as a result of this RFP will be expected to represent the Commission and the Board in all matters pertaining to the applicability of FOIL to the gaming facility applications and records relating thereto as set forth in the Scope of Work section of this RFP, Section 2.1, which will include establishing separate teams of personnel to (i) apply exemptions from disclosure pursuant to FOIL and (ii) advise the Commission on recommended resolutions of any appeals to the Commission pursuant to FOIL, should any such appeals be filed.

1.3 Minimum Qualifications

The Bidder, at the time of its submission of a proposal in response to this RFP, must:

1. Be a law firm with an office or offices in New York State with sufficient available staff to represent the Commission in all FOIL matters pertaining to the gaming facility applications that may comprise tens of thousands of pages of material, with direction from the Commission and under deadlines the Commission may direct.

2. Possess the highest standards of professional ethics, as demonstrated by a lack of any ethical discipline or sanction having been imposed on any attorney proposed to work on the engagement.
3. Possess no conflict with any reasonably anticipated gaming facility applicant or anticipated requester under FOIL for gaming facility applications or portions thereof.

1.4 Preferred Qualifications

It is preferred that the Bidder have expertise in the application and interpretation of FOIL and be able to demonstrate such with descriptions of representative FOIL matters handled.

1.5 Bidder/Successful Bidder/Consultant/Contractor 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.

1.6 Headings

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

1.7 Questions and Inquiries

Questions from Bidders regarding this RFP shall be submitted via electronic mail to seth.stark@gaming.ny.gov and Alysan.Bowers@gaming.ny.gov, no later than the date and time specified in the Schedule. Neither faxed nor telephoned questions are acceptable. If questions are provided via an attachment to electronic mail, the questions shall be provided in Microsoft Word format.

Bidders are cautioned that any question or inquiry regarding the RFP shall be written in generic terms and shall not contain 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.

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.

1.8 Non-Exclusive Rights

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

1.9 Confidentiality and Non-Disclosure

The Successful Bidder shall maintain the security, non-disclosure, and confidentiality of all information in the performance of its activities under the resulting Contract, consistent with principles of professional responsibility and legal ethics rules including, without limitation, those that pertain to an attorney-client relationship.

The Successful Bidder shall not disclose or discuss any gaming facility application, in whole or in part, to or with any person or entity other than anyone necessary to fulfill FOIL obligations to 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 pursuing any other legal or equitable remedies available.

PART TWO – SCOPE OF WORK

2.1 Scope of Work

The Successful Bidder will:

- communicate to each applicant the Commission’s intention to determine whether an asserted FOIL exemption should be granted or continued, as set forth in Public Officers Law section 89(5)(b)(1);
- analyze and evaluate all written statements of necessity received from applicants pursuant to Public Officers Law section 89(5)(b)(2);
- send on behalf of the Commission within each seven-day period prescribed by Public Officers Law section 89(5)(b)(3), subject to the Commission’s approval in each instance, the written determination of the Commission required by such subparagraph (3) with respect to each record;
- prepare for the Commission revised Title 2-A casino application records for public disclosure by the Commission as may be appropriate after completing the applicable determinations pursuant to the Public Officers Law section 89(5)(b) process;
- advise the Commission on FOIL requests made to the Commission, the Board or any community advisory committee established pursuant to Racing Law section 1321-d(3) and referred to the Successful Bidder, for records relating to the Racing Law Article 13, Title 2-A casino application review and selection process and responding to each such request according to the requirements of FOIL and the Personal Privacy Protection Law (Public Officers Law Article 6-A);
- in the event the Commission receives an appeal of the denial of a requested exemption, pursuant to Public Officers Law sections 89(4)(a) or 89(5)(c)(1), within seven days after such appeal is received by the Commission, submit to the Commission’s Records Access Appeals Officer a written recommended decision for such Records Access Appeals Officer’s review and consideration for such Records Access Appeals Officer to finalize a response to the appeal within the ten-business-day period prescribed by Public Officers Law sections 89(4)(a) or 89(5)(c)(2), with such written recommended decision prepared by an attorney or attorneys and staff of the Successful Bidder who had not previously worked on the determination appealed from and who does or do not consult with the personnel who had previously worked on the determination being appealed from with respect to such determination, in order to maintain segregated personnel dealing with any particular appeal and to maintain the independence of the appeal process; and
- assist the Commission and New York State Attorney General (“OAG”) in defending any litigation relating to the FOIL process concerning the gaming facility applications or the Successful Bidder’s performance under the Contract.

2.2 Commission Responsibility and Project Control

The Commission will assign a primary contact to any Successful Bidder who will be responsible for the direction and control of all aspects of the project and will provide any Successful Bidder with data necessary for the Successful Bidder to carry out its duties under the Contract, including access to Commission staff, as needed.

PART THREE – THE PROPOSAL

3.1 Technical and Pricing Proposals

Part Three provides the requirements for development of the proposal, consisting of Technical and Pricing Proposals, and explains the proposal clarification process. In preparation of the proposal, each Bidder should pay special attention to the requirements and information being requested to respond fully to the RFP. Any proposal found to be incomplete or placing conditions in response to the requirements under this RFP may be deemed nonresponsive and disqualified. **Attachment 3, Document Submittal Checklist**, is provided to assist the Bidder in including all required information and documentation.

Proposals shall address all goods and services described in the Scope of Work. 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 proposal.

3.2 Business Organization and Financial Viability

- A. The Bidder must 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 advise whether it operates as a partnership, corporation, or other specified form of business organization. Each Bidder must 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 in its Technical Proposal 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 defined in this RFP. The proposal must:
 - i. explain the Bidder's hiring practices, including suitability standards; and
 - ii. provide a thorough description of the Bidder's attorney and other employee capacity to undertake and successfully carry out the proposed services, including the use of any proposed subcontractors.
- D. To the extent not already provided in the New York State Vendor Responsibility Questionnaire (see Section 7.3 of this RFP), the Bidder shall describe 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.

3.3 Experience of the Bidder

Explanation of Experience

The Bidder's Technical Proposal must include the following:

- A. A description and dates of the Bidder's experience that would be considered relevant to the successful accomplishment of the Scope of Work required herein, including, without limitation, the Bidder's experience in working with government organizations and the Bidder's familiarity with FOIL. Include sufficient detail to demonstrate the relevance of such experience.
- B. A description of the Bidder's credentials and examples of past projects that illustrate the application of such credentials.
- C. Identification of whether any of the experience described has been due to a subcontractor relationship with the Bidder and, if so, to what extent.

References

Provide references relevant to any of the requested services, as outlined 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 performed for this reference.

- A. If a single Bidder only, submit three references.
- B. If submitting a joint proposal, provide two references for each individual and/or business organization submitting the joint proposal.
- C. If proposing to utilize a subcontractor for any significant portion of the work, provide two references for the primary Bidder and two for each subcontractor.

The Commission reserves the right to contact references as many times as is necessary and to contact as many references as is necessary 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 needed. References will be used to substantiate the Technical Proposal.

3.4 Bidder's Project Management and Staffing

- A. Identify all staff (name and title/position) responsible for the management and oversight of work performed by the Bidder under this RFP, including a lead attorney who will have overall responsibility for all work conducted pursuant to this RFP.

Note: If staff is "To Be Determined," the Bidder must provide the staff title and the qualifications and attributes required for the position.

B. Provide resume (not biography) for the Bidder's lead attorney. **Biographies do not provide sufficient information to allow for adequate evaluation of an individual's capabilities.**

C. Describe the Bidder's proposed staffing for each aspect of the scope of work.

Note: Do not provide any pricing information within a Technical Proposal.

D. Complete Appendix Q –Estimated Level of Effort as part of a Bidder's Technical Proposal. Bidders must identify all staff (or title if TBD) that will be assigned to perform the Scope of Work during the term of the contract, as well as the percentage that each staff will contribute to the total scope of work (must total 100%).

E. If applicable, list all subcontractors, to be utilized, including each subcontractor's name and address, contact person, and a complete description of work to be subcontracted. Descriptive information relative to the subcontractor's structure, experience, and capabilities must be included. If the Bidder does not intend to utilize subcontractors, the Bidder should so state in the Technical Proposal.

3.5 Work Plan

Describe how the Bidder proposes to execute the Scope of Work, in sufficient length and detail to demonstrate the Bidder's understanding of the Scope of Work and the Bidder's expertise and capability to perform each aspect of the Scope of Work.

3.6 Interviews

Each responsive Bidder that submits a proposal on or before the Return Date of this RFP may be interviewed by the Commission's RFP Evaluation Committee following such Bidder's submission to 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 adjust the Technical Proposal scores accordingly.

3.7 Pricing Proposal

Utilizing **Attachment 2, Pricing Proposal form**, the Bidder must provide all-inclusive hourly rates for work performed under Scope of Work

The Bidder must use Attachment 2 for the Bidder's Pricing Proposal. Alternate forms will be considered nonresponsive.

3.8 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 stipulated at the time of the request for clarification. As applicable, 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 comprise 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 1.3.

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%; Price 30%.

For each proposal that meets the minimum qualifications as provided for in this RFP's Section 1.3, 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. 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 Proposal
- F. Compilation of the Technical and Pricing Proposal scores of each Bidder into a summary score sheet and recommendation of award memorandum by the Commission's Contracts Administration Office
- 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 of the RFP Evaluation Committee's recommendation
- H. Signature of the Memorandum by the Commission's Executive Director, or the Executive Director's designee (collectively the "Executive Director")
- 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. This additional pursuit of information may include, but is not limited to, the Commission's Contract Administration Office or the Chair of the Committee, if applicable, engaging experts from outside the Committee to better inform the Committee's findings.

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. Technical proposal evaluation 70 points
 - 1. Organization and Financial Viability (11.5 points)
 - 2. Experience (15 points)
 - 3. Project Management and Staffing (20 points)
 - 4. Work Plan (20 points)
 - 5. 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.

 - a. The Proposer is a New York State Certified Minority-Owned Business; or
 - b. The Proposer is a New York State Certified Women-Owned Business; or
 - c. The Proposer is a New York State Certified Service-Disabled Veteran-Owned Business; or
 - d. 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.

B. Pricing proposal evaluation 30 points

The lowest total weighted hourly rate (as described below) will receive the maximum 30 points, all other bids will be scored in comparison to lowest total weighted hourly rate.

The Successful Bidder's Pricing will be determined by applying the hourly rates provided in Attachment 2 – Pricing Proposal, to the Appendix Q – Estimated Level of Effort, to determine a total weighted hourly rate of all staff. The total weighted hourly rate of all staff will be multiplied by the total estimated number of hours (1,250) to be used in service of the Contract to derive a Bidder's total proposed cost.

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.

4.7 Notice of Award

A Contract award notification letter will be sent to the Successful Bidder and unsuccessful Bidders advising that an award was made and that the award is subject to approval by the OAG and the 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 Bidder.

- 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 the Office of the State Comptroller'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 protester 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 the Bidder's proposal nonresponsive. A Document Submittal Checklist is included in this RFP as **Attachment 3 – Document Submittal Checklist**.

All proposals submitted in response to this RFP shall be written in English, with quantities expressed in Arabic numerals and United States Dollars (\$ USD).

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 2 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".

Volume I – Technical Proposal:

The Technical Proposal shall include a transmittal letter, signed by the individual identified in Section 3.2(B.) who is authorized to bind the Bidder to its provisions, and shall include Information outlined below.

The Technical Proposal shall 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, **Attachment 3 – Document Submittal Checklist**, is incorporated into this RFP. This checklist shall be completed and included with the Bidder's Technical Proposal.

- i. 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;**
- ii. Certifications and representations as required by this RFP and as listed in the Document Submittal Checklist – (Attachment 3);
- iii. Bidder Acknowledgement of Amendment – (Attachment 1);
- iv. Signed **Contract Form (Appendix B)** (Section 6.2);

- v. Designation of Proprietary Information (FOIL) in the form described in Section 5.11 of this RFP;
- vi. Disclosure and Investigations During Proposal Evaluation as described in Section 5.12 of this RFP;
- vii. Disclosure of Litigation and Other Information as described in Section 5.13 of this RFP;
- viii. Response to Minimum Qualifications requirements in Section 1.3 and Preferred Qualifications in Section 1.4;
- ix. References; and
- x. Response to specifications and in the order provided for in this **Part Five – General Requirements for Proposals**, including technical documentation as appendices.

Volume II – Pricing 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.

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:

- i. **Electronic (non-redacted): One searchable PDF file of the complete non-redacted Technical Proposal.**
- ii. **Electronic (redacted pursuant to Section 5.11 "Designation of Proprietary Information (FOIL)"): One searchable PDF file of the complete redacted Technical Proposal.**

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

Technical Proposals and redacted Technical Proposals **must** be sent by email to: Officer.Contracting@gaming.ny.gov. In the Subject line, please include "**RFP #C202302 – Technical Proposal**".

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

Volume II – Pricing Proposal

The Pricing Proposal shall be submitted separately from the Technical Proposal.

- i. **Electronic (non-redacted): One searchable PDF file of the complete non-redacted Pricing Proposal.**
- ii. **Electronic (redacted pursuant to Section 5.11 “Designation of Proprietary Information (FOIL)”): One searchable PDF file of the complete redacted Pricing Proposal.**

Pricing Proposals **must** be sent by email to: Procurement@gaming.ny.gov. In the Subject line, please include “**RFP #C202302 – Pricing Proposal**”.

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 proposals.

Any late, illegible, incomplete, invalid, unintelligible, misdirected, or corrupted submissions shall be disqualified.

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 Contract Administration Office and will not be opened until after the evaluation of the Technical Proposal is complete.

The Technical Proposal (**Volume I**) will remain with the Commission’s Contract Administration Office for initial review of document submission as provided in this RFP, and subsequently distributed to the 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 disqualification of the proposal.

5.6 Joint Proposals

Two or more individuals or business operations may join to submit a proposal in response to this RFP. If a joint proposal is submitted, the 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. Any contract award issued resulting from such a submission will be made exclusively to the primary Bidder. If the primary Bidder is not an individual, a 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, Board 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, Board and/or State will not assume any responsibility or liability for any costs incurred by a Bidder. The responsibilities and liabilities of the Commission, Board 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.

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, pre-printed 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 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. Once a designation is final, the Bidder will be required to submit a redacted version of the proposal consistent with the accepted designation. 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, or 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 a 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 who 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 or 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 5 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 or 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 State Public Officers Law § 73, 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 which 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 ("[COELIG](#)"), 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 COELIG, and, if deemed appropriate by the State, instruct any such

person to seek the opinion of COELIG. 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 § 73, 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 Board's or 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, part, or none 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 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. 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
- N. 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 working 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 which 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. That interpretation shall be final, conclusive, and not subject to review in all respects unless the Successful Bidder, within 30 days of receipt of said writings, delivers a written appeal to the Executive Director. The decision of the Executive Director on any such appeal shall be made within 30 days 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 it. 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, 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 Board and 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 the 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, the Board or the State of New York.

5.27 Litigation, Complaints, or Requests

The Successful Bidder shall notify the Commission promptly of any complaint, claim, lawsuit, special proceeding, notice of claim, petition, or other request for relief (including, but not limited to, requests for information 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.

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 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 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, if required by law, the OSC.

6.3 Term of Contract

The Contract shall be effective for a period of two years from the latter of (a) the "Return Date" as defined in the Board's January 3, 2023 "Request for Applications to Develop and Operate a Gaming Facility in New York State" or (b) upon OSC approval of the Contract (the "Term"). As determined by the Commission, the Term may be extended for two additional one-year periods. There will be no adjustment to the hourly rates provided in Attachment 2 – Pricing Proposal.

6.4 Severability

If a court of competent jurisdiction 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 will be compensated using the hourly rates quoted in the Successful Bidder's Pricing Proposal – Attachment 2. Within the hourly rates, the Successful Bidder will bill for each 1/10th hour (*i.e.*, six-minute increments) spent on actual services performed, and shall manage its time so as to maximize time spent within each unit billed.
- 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 Commission's Finance Office at 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 Vendor

- 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. If any part of the work is to be subcontracted, responses to this RFP shall include a list of subcontractors proposed to be utilized by the Successful Bidder, identifying the proposed subcontractors' anticipated involvement in execution of the Successful Bidder's proposal.

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 or any extension thereof. 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, the Commission and the Board 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, the Commission, or the Board a party to any subcontract, or create any right, claim, or interest to the subcontractor or proposed subcontractor as against the State, the Commission, or the Board.

- 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 and the Board 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 Access by Personnel

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, the Board, 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.

6.13 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.

6.14 Technology Provisions

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

6.15 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, the Board, 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, the Commission, nor the Board 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.

6.16 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:
- i. 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.
 - ii. 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.
 - iii. 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 1 month of the relevant change(s), if a shorter timeframe is not otherwise required within this RFP and the Contract.

6.17 Document Retention

At the conclusion of the Term of the Contract, and upon receiving approval from the Commission to do so, the Successful Bidder shall not retain any materials or records in the Successful Bidder's possession that relate to the services provided to the Commission and/or the Board that are related to the Scope of Work in this RFP, that the Commission has not made publicly available. Upon the request of the Commission, the Successful Bidder shall destroy promptly any copies of such materials (electronic or otherwise) in its possession, or in the possession of any subcontractor, and certify to the Commission that the Successful Bidder has ensured such destruction.

6.18 FOIL

If the Successful Bidder receives a request pursuant to FOIL for records related to the Commission, the Board, 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.

6.19 Public Comment

The Successful Bidder shall refrain from any public comment on any application, in whole or in part, the Title 2-A casino siting and licensing process generally, or the Successful Bidder's services for the Board or the Commission. 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.

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. The **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 contractual requirements in any manner it 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 Payments

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 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. 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 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 under this RFP shall, within seven calendar days of notification of award, file ST-220-TD directly with the Department of Taxation and Finance at the address provided on the form and file ST-220-CA with the Commission.

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%.

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%.

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:
 - i. **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
 - ii. **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 should be completed as follows:
 - i. **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 that best defines the employment titles to be utilized under the Contract.
 - ii. **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.

- iii. 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.
- iv. 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.
- v. 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:
 - i. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5 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.
 - ii. Disclose whether the Bidder, or any of its members, shareholders of 5 percent or more, or parent, subsidiary, or affiliated business organization or entity, has been the subject of any investigation or disciplinary action by COELIG, and if so, a brief description must be included advising how any matter before COELIG was resolved, or whether it remains unresolved.
- B. The 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. The Bidder understands and agrees that before the Successful Bidder is provided access to, or copies of, any applications the Commission will provide first the Successful Bidder with the names of the companies and principals involved with each application and the Successful Bidder must identify any direct or indirect

conflict of interest, or potential conflict of interest, the Successful Bidder has or may have with any such companies and/or principals.

For those applications that the Successful Bidder does not identify any direct or indirect conflict of interest, or potential conflict of interest, with involved companies and principals, the Successful Bidder will provide a certification to the Commission stating that no direct or indirect conflict of interest, or potential conflict of interest, exists with respect to such application.

For those applications that the Successful Bidder identifies is or may be a direct or indirect conflict of interest, or potential conflict of interest, the Successful Bidder will disclose the conflict of interest or potential conflict of interest and the steps the Successful Bidder will take to mitigate the conflict of interest or potential conflict of interest. The Successful Bidder will not be permitted to review such application until the conflict of interest or potential conflict of interest is reviewed by the Commission and the Commission has approved the steps proposed by the Successful Bidder to mitigate the conflict of interest, or potential conflict of interest.

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. 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 – APPENDICES AND ATTACHMENTS

8.1 Appendices

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

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

8.2 Attachments

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

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

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

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
<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.

Legal Representation Concerning the Freedom of Information Law

CONTRACT No. _____

THIS AGREEMENT made this _____ day of _____, 2025 by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at One Broadway Center, Schenectady, New York 12305 (the "Commission"), and [Consultant], having an office at [address] (the "Consultant").

WHEREAS the Commission issued a Request for Proposals (“RFP”) on June 10, 2025 soliciting proposals for Legal Representation Concerning the Freedom of Information Law (“Consultant”) and clarified the requirements of the RFP with questions and answers dated [_____] and [_____] (collectively, the "RFP"); and

WHEREAS the Consultant submitted a Technical Proposal and a Pricing Proposal dated [_____, 2025] (collectively, the "Proposal"), which was deemed by the Commission’s RFP Evaluation Committee to be the Best Value from among competing proposals;

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

I. SCOPE OF SERVICES.

The Consultant agrees to provide the Commission and the Gaming Facility Location Board (the “Board”) with legal representation concerning the Freedom of Information Law, as more fully set forth in the RFP and the Proposal. 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.

II. TERM

The Contract shall be effective for a period of two years from the latter of (a) the “Return Date” as defined in the Board’s January 3, 2023 “Request for Applications to Develop and Operate a Gaming Facility in New York State” or (b) upon approval of the Contract (the “Term”) by the Office of the New York State Comptroller (“OSC”). As determined by the Commission, the Term may be extended for two additional one-year periods. There will be no adjustment to compensation for the extension periods, except as may be agreed to pursuant to the terms of this RFP.

III. COMPENSATION

- A. Consultant shall bill the Commission monthly for services performed under this Contract according to the hourly rates provided in the Pricing Proposal and the billing terms set forth within the RFP.
- B. Total payments under this Contract, inclusive of expenses and other disbursements, shall not exceed a maximum amount of _____.
- C. Consultant shall establish, for billing and accounting purposes, a sub-matter for each gaming facility application and another sub-matter for general matters not attributable to any one gaming facility application in particular.

- D. Fees, disbursements and charges shall become payable pursuant to New York State’s State Finance Law Article 11-A and upon the receipt of an approvable invoice that includes the following information:
1. The Contract number _____, the Consultant’s New York State Vendor Identification Number, and an invoice number, segregated by sub-matter as described in item C, above.;
 2. The start and end date of the period to which the statement pertains;
 3. A brief description of the work performed and hours billed, by date and by attorney or other professional performing such work;
 4. The billing rate for each attorney or other professional;
 5. For each such individual (identified in item 4, above), the total number of hours billed for such services;
 6. An itemized billing statement identifying the time spent on actual services performed, within 1/10th hour increments, and the attorney or other professional performing each task; and
 7. The total amount billed for services for the invoice period.
- E. Invoices shall be submitted, on a monthly basis, as a PDF email attachment and directed to the Commission’s Finance Office at accountspayable@gaming.ny.gov.
- F. Consultant agrees to provide the Commission with such detailed documentation substantiating fees and disbursements as the Commission may request.
- G. Consultant acknowledges that it will not receive payment on any invoices submitted under this Contract unless or until it complies with OSC’s electronic payment procedures.
- H. Consultant shall not be reimbursed for the preparation of invoices or billing statements or for time spent correcting any errors in previously submitted invoices or billing statements, or discussing questions or potential errors in invoice or billing statements.

IV. APPROVALS REQUIRED

This Contract, and any extension of the Term of this Contract or any amendment of the provisions of this Contract, shall not be effective and binding upon the Commission, the Board, the State of New York, or the Consultant unless and until approved by the New York State Office of the Attorney General (“OAG”) and OSC. The Commission agrees to exercise its best efforts to obtain such approval.

V. 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.

VI. LIMITATION OF CONSULTANT’S LOBBYING ACTIVITIES

The Consultant agrees to abide by all applicable laws relating to its lobbying activities in New York. In addition, the Consultant agrees to provide, during the Term of this Contract or any extensions thereof, written notification, updated quarterly, to the Commission specifying the name, business address and telephone number of any lobbyist, as that term is defined in Section 1-C of the New York State Lobbying Act (New York State Legislative Law Article 1-A) employed or hired to represent the Consultant within the State of New York related to Commission issues. Failure to provide this information to the Commission will constitute a material breach of the terms of this Contract and be cause for termination.

IV. RELATIONSHIP OF PARTIES

- A. The relationship of the Consultant, to the Commission shall be that of an attorney and client. Nothing herein shall be construed as limiting or amending the attorney-client privileges afforded by law.
- B. The Consultant is and shall be, in all respects, an independent contractor in performing services pursuant to this Contract. In accordance with such status as an independent contractor, the Consultant covenants and agrees to act consistent with such status: to neither hold itself out as, nor claim to be, an officer or employee of the Commission, the Board, or the State by reason hereof; and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the Commission, the Board, or the State, including, but not limited to, workers’ compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

V. STAFF

- A. The Consultant shall assign _____ as the lead engagement attorney for its duties hereunder. Consultant may not make changes to the lead engagement attorney without the Commission’s prior approval. All services not performed by _____ shall be performed under _____’s supervision.
- B. The Consultant specifically represents and agrees that its members, officers, employees, agents, servants, consultants, shareholders, and subcontractors have and shall possess the experience, knowledge, and character necessary to qualify them individually for the particular duties performed hereunder. All employees of the Consultant, or of its subcontractors, who shall perform services under this Contract, shall possess the necessary qualifications, training, licenses, and permits as may be required within the jurisdiction where the services specified are to be provided or performed, and shall be legally entitled to work in such jurisdiction. All persons, corporations, or other legal entities that perform services under this Contract on behalf of Consultant shall, in performing the services, comply with all applicable Federal and State laws concerning employment in the United States.
- C. The Consultant may arrange for a portion(s) of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of the Commission. If the Consultant determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Contract must be fully explained by the Consultant to the Commission. The Consultant retains ultimate responsibility for all services performed under the Contract, including those performed by subcontractors.

- D. The Consultant shall be fully responsible for performance of work by its staff and by its subcontractor's staff, including contracted legal services. Approval shall not be withheld unreasonably upon receipt of written request to subcontract.

VI. COMMISSION REPRESENTATIVES

- A. All notices under this Contract shall be directed to the representatives identified in this Section, or to their designees.
- B. Such representatives shall request, oversee, supervise and accept performance of services provided by the Consultant and shall receive any required submissions. Whenever an action is to be taken or approval for services given by the Commission, such action or approval may be given only by the representatives designated pursuant to this Section.
- C. The Commission, with the commencement of this Contract, designates as its representative, Stacey Relation, or her designee(s). The Commission may, on written notice, designate other individuals as its representatives.

VII. CONFLICTS OF INTEREST

- A. The Consultant hereby covenants and represents that there is not and shall be no actual or potential conflict of interest that could prevent Consultant's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Contract and any other contract or employment; and the Consultant shall have a duty to notify the Commission promptly of any actual or potential conflicts of interest in all that it does to serve the purpose of this Contract and its intent.
- B. The Consultant warrants that it has performed a conflicts check and has determined that it may, under applicable ethics rules, perform the anticipated services. It further warrants that it is not involved in any litigation or administrative proceeding(s) to which it is a party that would either: (1) materially impair its ability to perform the services outlined herein; or (2) materially and adversely affect its financial ability to perform the services outlined herein if decided in an adverse manner. The Consultant has advised the Commission that it represents many entities and individuals. It is possible that, during the time that the Consultant represents the Commission and the Board, the Consultant will represent present or future clients before the State of New York, its Departments, authorities, or other bodies. The Consultant must notify the Commission promptly, and, in no event more than three business days after discovery, of any actual or potential or appearance of a conflict of interest that may arise during the term of this Contract arising out of its representation or prospective representation of another client, such as, for example (and without limitation), where, as a result of the Consultant's representation of the Commission and the Board, it has obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used by such client to the material disadvantage of the Commission, the Board, or the State of New York, or where the interests of the other client-whether or not the matter undertaken, or to be undertaken, for the other client is related to the services covered by this Contract--may be adverse to the interests of the Commission, the Board, or the State of New York. The Commission may, upon receipt of such notice, request that the Consultant not undertake to represent the other client, or that the Consultant terminate its representation of the other client, if the Commission determines that such representation conflicts or potentially conflicts with the Consultant's continuing representation of the Commission and the Board under this Contract. If the Consultant declines such request, the Consultant's declination shall constitute a ground for termination of this Contract by the Commission for cause, if the Commission elects to do so.

- C. The Consultant has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect) signed by an authorized executive or legal representative attesting that the Consultant’s performance of the services does not and will not create a conflict of interest with, nor position the Consultant to breach any other contract currently in force with the State of New York, that the Consultant will not act in any manner that is detrimental to any State project on which the Consultant is rendering services.
- D. In conjunction with any subcontract under this Contract, the Consultant shall obtain and deliver to the Commission, prior to entering into a subcontract, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form signed by an authorized executive or legal representative of each subcontractor. The Consultant shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Commission a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
- E. The Commission and the Consultant recognize that conflicts may occur in the future because the Consultant 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.

VIII. CONFIDENTIALITY AND NON-DISCLOSURE

(a) “Confidential Information” means any information not generally known to the public, whether oral or written, that the Commission or the Board identifies as confidential and discloses to the Consultant so that the Consultant can provide services to the Commission and the Board pursuant to this Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, business rules, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, network configurations, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission or the Board 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 Consultant.

(b) Confidential Information does not include information that, at the time of Commission’s or the Board’s disclosure to the Consultant:

(i) is already in the public domain or becomes publicly known through no act of the Consultant;

(ii) is already known by the Consultant free of any confidentiality obligations;

(iii) is information that the Commission has approved in writing for disclosure; or

(iv) is required to be disclosed by the Consultant pursuant to law or applicable professional standards, so long as the Consultant provides the Commission with notice of such disclosure requirement and an opportunity to defend prior to any such disclosure.

(c) The Consultant may use Confidential Information solely for the purposes of providing services to the Commission and the Board pursuant to this Contract. The Consultant shall not make copies of any

written Confidential Information without the express written permission of the Commission, except as necessary to perform the services required by this Contract. The Commission's or the Board's disclosure of Confidential Information to the Consultant shall not convey to the Consultant any right or interest in such Confidential Information and the Commission or the Board shall retain all right and title to such Confidential Information at all times.

(d) The Consultant shall hold Confidential Information confidential to the maximum extent permitted by law. The Consultant 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 Consultant uses to maintain its own confidential information.

(e) Upon written request by the Commission, the Consultant shall return all written Confidential Information to the Commission.

IX. 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.

X. 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;
- (b) Addenda and amendments to the Contract;
- (c) Contract;
- (d) Clarifications and amendments to the RFP;
- (e) RFP; and
- (f) the Proposal.

XI. WARRANTIES

- A. The Consultant warrants that it will perform services in good faith and in a workmanlike and professional manner in accordance with the applicable professional standards. The warranties expressly set forth in this Contract are in lieu of all other warranties, expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
- B. The Consultant warrants that its services shall be performed in accordance with applicable professional standards and that the Consultant shall correct, at no charge to the Commission or the State, services

that fail to meet applicable professional standards and that result in obvious or patent errors in the progression of its work.

XII. INDEMNIFICATION AND LIABILITY

The Consultant shall be fully liable without monetary limitation for any act or omission of the Consultant, its employees, subcontractors and agents, and shall fully indemnify and hold harmless the Commission, the Board, and the State from suits, actions, damages and costs of every name and description relating to personal injury, death and damage to real or tangible personal property or intellectual property caused by fault or negligence of Consultant, its employees, subcontractors or agents arising from or related to the Consultant's performance of the Contract, provided, however, that the Consultant shall not be obligated to indemnify the Commission, the Board, or the State for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act by the Commission, the Board, or the State, or the acts of third parties, respectively, other than those provided by the Consultant to perform under the Contract. In connection with the foregoing, the Commission, the Board, and the State shall give the Consultant: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Consultant's sole expense, and (iii) assistance in the defense of any such action at the expense of the Consultant. Notwithstanding the foregoing, the Commission, the Board, and the State each reserves the right to join such action, claim, or threat of suit, at its sole expense, respectively, when it determines there is an issue involving a significant public interest. All obligations to defend, indemnify, and hold harmless shall survive the termination of the Contract.

XIII. 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. A 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:
- a. A material breach by the Contractor, or any Subcontractor, of any of the provisions of this Contract;
 - b. A determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;
 - c. A good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or
 - d. 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;

- e. An action pursuant to that supersedes the Commission’s authority to conduct equine Drug testing as provided for under this Contract;
 - f. The certification filed by Contractor in accordance with New York State’s State Finance Law § 139-k was intentionally false or intentionally incomplete;
 - g. The Contractor is nonresponsible or non-responsible;
 - h. 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.

XIV. COMPLIANCE WITH PUBLIC OFFICERS LAW

- A. The Consultant acknowledges that this Contract is subject to the New York State Freedom of Information Law (“FOIL”) as set forth in Article 6 of the New York State Public Officers Law and that only attorney-client privileged information and the Consultant’s proprietary information that satisfies the requirements of section 87(2)(d) of the Public Officers Law shall be excepted from disclosure thereunder. Subject to FOIL, the Consultant’s proprietary information may include all non-public information relating to its legal services. The Consultant has labeled those portions of its proposal and the Contract that it deems proprietary. The Consultant’s proprietary information, which includes trade secret information owned by the Consultant, shall remain unpublished, except where publication or disclosure is required pursuant to FOIL or other applicable law.

- B. The Consultant and its staff must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. **Failure to comply with these requirements may result in termination of the Contract** and/or other civil or criminal proceedings as required by law.

XV. CONDITIONS PRECEDENT

This Contract and any subsequent amendments to this Contract shall not be deemed executed, valid or binding unless and until approved in writing by the OAG and, if required by law, by the OSC.

XVI. ENTIRE CONTRACT AND INTERPRETATION

- A. This Contract and Appendix A (Standard Clauses for New York State Contracts) constitute the entire Contract between the parties hereto, and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid.
- B. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties, and approved in writing by the OAG and, if required by law, by the OSC.
- C. In the event of any discrepancy, disagreement, or ambiguity, the terms of Appendix A (Standard Clauses for New York State Contracts) shall be given preference.

XVII. REQUIRED OUTSIDE COUNSEL PROVISIONS

- A. Opinions prepared by retained attorneys or law firms construing the statutes or Constitution of the State of New York do not constitute the opinion of the State unless the prior written approval of the OAG is obtained. Requests for said approval shall be submitted to the Solicitor General, Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.
- B. The retained attorney or law firm will represent the State of New York, the Commission, and the Board in judicial litigation related to the services to be provided under this Contract only when such services are specifically requested by the Commission's counsel and approved by the OAG. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services therefor.

XVIII. SEVERABILITY

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.

XIX. 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:

General Counsel
New York State Gaming Commission
One Broadway Center
Post Office Box 7500
Schenectady, NY 12301-7500

B. As to the Consultant:

XX. MISCELLANEOUS PROVISIONS

- (a) 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.
- (b) 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.
- (c) This Contract may be executed in counterparts, each of which shall be deemed an original. Executed copies of this Contract may be sent by facsimile (fax) or as PDF copies sent by email, and any signatures thereon shall be considered for all purposes to be binding as originals.
- (d) No delegation of any duties under this Contract shall be binding upon the State, the Commission, or the Board 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.

IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed by its duly authorized officers or representative on the days and year stated below.

Approved by:

CONSULTANT

NEW YORK STATE
GAMING COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

NEW YORK STATE OFFICE OF THE
ATTORNEY GENERAL

OFFICE OF THE NEW YORK STATE
COMPTROLLER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledgement Required of the Consultant is on the following page:

CORPORATE ACKNOWLEDGMENT FORM

The acknowledgment must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and that all information provided is complete, true and accurate. Also, the Consultant affirms that it understands and agrees to comply with the procedures relative to permissible contacts as required by State Finance Law Sections 139-j(3) and 139-j(6)(b).

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT

State OF _____ }
 : SS.:
 COUNTY OF _____ }

On the ____ day of _____ in the year 2023, 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:

[Check One]

If an individual): he/she executed the foregoing instrument in his/her name and on his/her own behalf.

If a corporation): he/she is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she 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/she is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, he/she is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he/she 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/she is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he/she 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/she 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. _____ **State of:** _____

BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM

CONTRACT/PROJECT DESCRIPTION: Legal Representation Concerning the Freedom of Information Law

CONTRACT/PROJECT NUMBER: RFP #1030

RESTRICTED PERIOD FOR THIS PROCUREMENT: June 10, 2025 through approval of the Office of the State Comptroller.

PERMISSABLE CONTACTS: Technical or Procurement Inquiries: Seth Stark and Alysan Bowers

MWBE or SDVOB Inquiries: Christine Carpenter or Robert J. Williams

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: _____

**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

The submission of the attached Vendor Responsibility Questionnaire, also found online at <https://www.osc.state.ny.us/vendrep/>, 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 owner's official representative authorized to legally bind the Reporting Entity must certify the truth of the questionnaire answers.

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 IT Service Desk at ITServiceDesk@osc.ny.gov or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at <https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor must 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 fully. Each response must provide **all** relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity is not required to be identified. 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. Please refer to the Definitions List for the complete definition.

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**

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
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 <https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-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</u> 's <u>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</u> (MBE), <u>Women-Owned Business Enterprise</u> (WBE), <u>Service-Disabled Veteran-Owned Business</u> (SDVOB), <u>New York State Small Business</u> (SB) or a federally certified <u>Disadvantaged Business Enterprise</u> (DBE)? If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> New York State certified <u>Service-Disabled Veteran-Owned Business</u> (SDVOB) <input type="checkbox"/> <u>New York State Small Business</u> (SB) <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

1.6 Identify Officials and Principal Owners of the Reporting Entity, if applicable. For each person, include name, title, date of birth, and percentage of ownership. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage ownership. Identify all Business Entities owning 25% or more of the Reporting Entity and include name, address, EIN and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional. Each Business Entity identified as a Principal Owner must also submit a vendor responsibility questionnaire.

If there is no person or Business Entity that owns 25% or more of the Reporting Entity (or 10% or more if the Reporting Entity is publicly traded), check here.

Name of Officials and Principal Owners (for each person, please include a middle initial)	Title	Date of Birth	Percentage Ownership <i>(Enter 0% if not applicable)</i>
Name of each Business Entity owning 25% or more of Reporting Entity	Address	EIN	Percentage Ownership

**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	
<i>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:</i>	
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” provide an explanation for the response and attach additional sheets with numbered responses if necessary:	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
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 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, Service-Disabled Veteran-Owned Business 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,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:	

**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 suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding? Yes No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract? Yes No

5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity? Yes No

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

VI. CERTIFICATIONS/LICENSES

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

6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license? Yes No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership? Yes No

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered responses if necessary:

VII. LEGAL PROCEEDINGS

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

7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation? Yes No

7.1 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

7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful? Yes No

7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law? Yes No

7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws? Yes No

7.5 Other than previously disclosed:
 a) Been subject to fines or penalties imposed by government entities which in the aggregate total \$25,000 or more; or
 b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity? Yes No

For each “Yes,” provide an explanation for the response and attach additional sheets with numbered response if necessary:

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

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
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 for any reason, including failure to meet <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or Disadvantaged Business Enterprise goals</u> ?	<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, claims or 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> , the current status of the issue(s), and the balance of the <u>lien or judgment</u> not yet paid. 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.)*

<p>9.0 Does the <u>Reporting Entity</u> have any <u>Associated Entities</u>?</p> <p>Note: All questions in this section must be answered if the <u>Reporting Entity</u> is either:</p> <ul style="list-style-type: none"> - An <u>Organizational Unit</u>; or - The entire <u>Legal Business Entity</u> which controls, or is controlled by, any other entity(ies). <p>If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X. If "Yes," provide the name, address and EIN of each <u>Associated Entity</u> and its relationship to the <u>Reporting Entity</u>.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>9.1 Within the past five (5) years, has any <u>Associated Entity Official</u> or <u>Principal Owner</u> been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for:</p> <p>a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," provide an explanation of the issue(s), the individual involved, their title and role in the <u>Associated Entity</u>, identify the <u>Associated Entity</u>'s name(s), <u>EIN</u>(s), primary business activity, the individual's relationship to the <u>Reporting Entity</u>, relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s).</p>	
<p>9.2 Does any <u>Associated Entity</u> have any currently undischarged <u>federal</u>, New York State, New York City or New York local government <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$50,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>If "Yes," provide an explanation of the issue(s), identify the <u>Associated Entity</u>'s name(s), <u>EIN</u>(s), primary business activity, relationship to the <u>Reporting Entity</u>, relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien</u>(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</p>	
<p>9.3 Within the past five (5) years, has any <u>Associated Entity</u>:</p>	
<p>a) Been <u>disqualified</u>, <u>suspended</u> or <u>debarred</u> from any <u>federal</u>, New York State, New York City or other New York local <u>government contracting process</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>b) Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>c) Been <u>suspended</u>, <u>cancelled</u> or <u>terminated for cause</u> (including for <u>non-responsibility</u>) on any <u>federal</u>, New York State, New York City or New York local <u>government contract</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>d) Been the subject of an <u>investigation</u>, whether open or closed, by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u> for a civil or criminal violation with a penalty in excess of \$500,000?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>e) 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?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>federal</u>, New York State, New York City, or New York local <u>government entity</u>?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

**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.)*

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.

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
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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 government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business 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 government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____ Date: _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____



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"/> Exempt Payee
---	--

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

1. Enter your TIN here: (<i>DO NOT USE DASHES</i>) See instructions.	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></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:

1. The number shown on this form is my correct taxpayer identification number (TIN), and
2. I am a U.S. citizen or other U.S. person, and
3. (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

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.¹ 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.

¹ 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.



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**

- 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)



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.

**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.

Bidder Name: _____

Signature _____ Date: _____

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 **30%** for MWBE participation 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 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 3 of the New York State Veterans' Services 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 6% 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 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.
- 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.

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.

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) 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) 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

c202302

I-2

Submit with Bid or Proposal – Instructions on page 2

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

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																				
		Total	Total	Total	White			Black			Hispanic			Asian			Native American			Disabled			Veteran		
		Male (M)	Female (F)	X (X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)
Officials/Administrators																									
Professionals																									
Technicians																									
Sales Workers																									
Office/Clerical																									
Craft Workers																									
Laborers																									
Service Workers																									
Temporary /Apprentices																									
Totals																									

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	Submit completed with bid or proposal MWBE 101 (Rev 03/11)	

General instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) 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 Offeror 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 Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror 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 Offerors' 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 OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

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

OTHER CATEGORIES

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



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: _____

* Representative Name: _____

* Phone: _____

* Fax: _____

* Email: _____

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

Address: _____

Town, State & Zip: _____

* Contract/Project Number: _____

RFP/RFQ/Solicitation Number: _____

* MWBE Goal: MBE _____% + WBE _____% = MWBE GOAL _____%

* 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 ARTICLE 15-A AND NYS VETERANS' SERVICES LAW ARTICLE 3, 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: _____

Policy Regarding Use of MWBE Suppliers and Brokers

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.

FOR CONSTRUCTION/CAPITAL PROJECTS – 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.

FOR ALL OTHER PROJECTS - 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.

**** FOR COMMISSION USE ONLY ****

REVIEWED BY: _____ DATE: _____

UTILIZATION PLAN APPROVED?

YES PARTIAL NO Date: _____

Waiver Request Form

Request for Waiver		
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>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 5 NYCRR § 142.8 and 9 NYCRR § 252, 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.</p>		
<p>*UTILIZATION VALUE MET:</p> <p style="text-align: center;">MBE: \$ _____ WBE: \$ _____ SDVOB: \$ _____</p>		
<p>*CONTRACTOR IS REQUESTING :</p> <ol style="list-style-type: none"> 1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. REQUESTED MBE GOAL: _____% 2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. REQUESTED WBE GOAL: _____% 3. <input type="checkbox"/> OVERALL MWBE Waiver – A waiver of the MWBE Goal for this procurement is requested. REQUESTED MWBE GOAL: _____% 4. <input type="checkbox"/> SDVOB Waiver – A waiver of SDVOB Participation Goal for this procurement is requested. REQUESTED SDVOB GOAL: _____% 		
<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>		
*Name and Title of Preparer:	*Telephone Number:	*Email:

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, Article 15-A of the Executive Law or Article 3 of the Veterans' Services 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>	***** FOR COMMISSION USE ONLY *****	
	REVIEWED BY:	DATE:
	<p> Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> SDVOB: <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 10TH 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	
	Contract Name		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
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.		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:	

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
Grand Total			

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.

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.)

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 or at (518) 388-0924.

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

OSC: 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
or
NYS Department of Civil Service
Empire State Plaza
Albany, NY 12239

NYS Gaming Commission: officer.contracting@gaming.ny.gov
or
NYS Gaming Commission
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.)

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 or at (518) 388-3329.

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The individual or entity (hereinafter referred to as "the Firm") offering to provide services pursuant to the RFP and Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in the RFP and 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 the RFP 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 of the Firm.

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

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__

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: _____

INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS

Insurer Qualifications

All insurance required under this RFP must be written by a company with a current rating of “A-” or better as rated by A.M. Best & Co., that has a record of successful continuous operation, that is licensed, admitted, and authorized to do business in the State of New York, and that is approved by the New York State Gaming Commission (the “Commission”).

Required coverage and limits must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by the Commission.

To the extent that lesser, incomplete, or improper insurance coverage is offered and/or procured by the Consultant, the Consultant acknowledges and agrees that it is financially responsible for any shortages, discrepancies, and liabilities remaining if coverage is denied or not available for a claim made that would otherwise have been covered by the insurance requirements herein.

To the extent that the Consultant is self-insured for any portion of the required insurance program, the Consultant must provide a letter explaining the substantive coverage provided through self-insurance and the limits of such self-insurance, as signed by the Consultant’s authorized representative with direct knowledge of and responsibility for that insurance/risk management program.

Insurance Requirements

Prior to the start of work the Consultant shall procure at its sole cost and expense and shall maintain in force at all times during the term of the Contract, 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”).

Upon award, the Consultant 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 Consultant 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 Contract.

Throughout the Contract period, the Consultant 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 RFP and the Contract must meet the following requirements:

1. Coverage Types and Policy Limits. The types of insurance coverage and policy limits required from the Consultant 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 Contract. If the policy is cancelled or not renewed during that time, the Consultant must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. 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. The Consultant shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commission, before commencing any work under the Contract. Certificates shall be mailed using the contact information provided in Part 1 of this RFP. Copies of each full policy shall be provided to the Commission by the Consultant 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 RFP and the Contract.
- c. specify the Additional Insureds and Named Insureds as required herein.
- d. be signed by an authorized representative of the insurance carrier or producer.

4. Primary Coverage. All insurance 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 State, the Commission or the Gaming Facility Location Board (the “Board”) for any claim arising from the Consultant’s work under this Contract, or as a result of the Consultant’s activities. Any other insurance maintained by the State, the Commission, or the Board shall be excess of and shall not contribute with the Consultant’s insurance regardless of the “other insurance” clause contained in either party’s policy of insurance.

5. Policy Renewal/Expiration. At least 14 days prior to the expiration of any insurance policy required by the Contract and this Appendix, evidence of renewal or replacement policies of insurance with terms no less favorable to the State, the Commission, and the Board than the expiring policies shall be delivered to the Commission in the manner required for service of notice in Paragraph A.3 above. If, at any time during the term of the Contract, the coverage provisions and limits of the insurance policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Commission, the Consultant shall immediately cease work on the project. The Consultant shall not resume work on the project outlined within the RFP and the Contract until authorized to do so by the Commission. Any delay, time lost, or additional cost incurred as a result of the Consultant not having the insurance required by the Contract, or not providing proof of same in a form acceptable to the Commission, shall not give rise to a delay claim or any other claim against the Commission. Should the Consultant fail to provide or maintain any insurance required by this Contract, or fail to provide valid proof of insurance to the Commission, the Commission may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Consultant, require the Consultant’s Surety, if any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Consultant.

6. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the Commission contact identified in the Contract Award Notice after renewal or upon request by the Commission. This requirement means that the Consultant shall provide any applicable insurance documents to the Commission as soon as possible, but in no event later than the following time periods:

- a. For certificates of insurance: five business days from request or renewal, whichever is later;
- b. For information on self-insurance or self-retention programs: 15 calendar days from request or renewal, whichever is later;
- c. For other requested documentation evidencing coverage: 15 calendar days from request or renewal, whichever is later;
- d. For additional insured and waiver of subrogation endorsements: 30 calendar days from request or renewal, whichever is later; and

- e. For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: five business days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Consultant has promptly requested the insurance documents from its broker or insurer and has thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Commission, but fails to provide the documents within the timeframes above, the Commission may extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days from the Commission's original request.

7. Self-Insured Retention/Deductibles. Additional surety/security may be required in certain circumstances. The Consultant shall be solely responsible for all claim expenses and loss payments within any self-insured retention or deductible.

8. Subcontractors. Should the Consultant engage a subcontractor, the Consultant shall endeavor to impose the same 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 evidencing such coverage shall be provided to the Consultant 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 below-named Additional Insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required pursuant to this section had the subcontractor obtained insurance policies to provide such defense and indemnity. Proof of insurance or self-insured status shall be supplied to the Commission. To the extent that a subcontractor does not obtain the insurance requirements outlined above, the Consultant, through insurance or self-insurance, shall supplement the subcontractor's insufficient or incomplete insurance coverage to ensure that the State, the Commission and the Board are made whole.

9. Additional Insured. In each of the liability policies required below, the Consultant shall cause coverage to be included for ongoing and completed operations, including, but not limited to, during any products and completed operations phases, naming as Additional Insureds the following:

the State of New York, the New York State Gaming Commission, the Gaming Facility Location Board, and their respective commissioners, officers, members, agents, and employees.

An Additional Insured endorsement evidencing such coverage shall be provided to the Commission by or on behalf of the Consultant within 30 days of renewal and upon request. If the evidence is in the form of a specific Additional Insured

endorsement, the endorsement must specify that coverage is available to the State of New York, the Commission, the Board, and their respective commissioners, officers, members, agents, and employees as “Additional Insureds”, without limiting the scope of coverage available based on the source of negligent conduct otherwise covered under the pertinent insurance policy. In other words, the “Additional Insured” coverage conferred should be the same as if the Additional Insureds were included as Named Insureds on the insurance policy. For Consultants who are self-insured, the Consultant 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 Consultant would have been required to defend and indemnify pursuant to this Appendix had the Consultant 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 Consultant for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract. 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 and Advertising Injury \$500,000
 - Property Damage \$50,000
 - Medical Expense \$5,000

Coverage shall include, but not be limited to, the following: premises liability; independent Consultants; blanket contractual liability, including tort liability of another assumed in a Contract; defense and/or indemnification obligations, including obligations assumed under this Contract; cross-liability for additional insureds; products/completed operations for a term of no less than three years, commencing upon acceptance of the Consultant’s and any subcontractor’s work, as required by the Contract; explosion, collapse, and underground hazards; contractor means and methods; liability resulting from Section 240 or Section 241

of the New York State Labor Law.

The following ISO forms must be endorsed to the CGL policy:

- CG 20 37 12 19 or the equivalent
- CG 20 10 12 19 or the equivalent
- CG 20 38 12 19 or the equivalent

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Each insurance policy shall name the Commission as an Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. No endorsement or exclusions shall be included within each insurance policy to reduce, limit, or exclude the Commission's full position as an Additional Insured.

The CGL policy, and any umbrella/excess policies used to meet the "Each Occurrence" limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by the Commission. Any other insurance maintained by the Commission shall be in excess of and shall not contribute with the Consultant's or any subcontractor's insurance, regardless of the "other insurance" clause contained in either party's policy of insurance.

2. Professional Errors and Omissions / Malpractice. The Consultant shall procure and maintain during, and for a period of one year after completion of, this Contract, Professional Errors and Omissions Insurance and/or Legal Malpractice Insurance in the amount of \$1,000,000 issued to and covering damage for liability imposed on the Consultant by this Contract or law arising out of any negligent act, error, omission, or malpractice in the rendering of or failure to render services required by this Contract, or the breach of any obligations and duties required of the attorney-client relationship.

Said insurance shall provide coverage for damages arising from work and operations required by the Contract.

The insurance policy shall include coverage for third-party fidelity including cyber theft, if such coverage is not provided for in a separate Data Breach and Privacy/Cyber Liability policy.

3. Property. The Consultant must maintain insurance on all buildings, furniture, fixtures, computer and communications equipment used in operating and supporting as the services required in the Contract, 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 State of New York, the Commission, and sales agents licensed by the Commission will not be responsible for insuring any equipment included in or

associated with the services required in the Contract.

4. Crime. The Consultant must maintain crime insurance with a limit of not less than \$1,000,000 protecting the State of New York, the Commission, and the Board against losses resulting from fraudulent or dishonest acts by the Consultant, any subcontractors, or any officer, employee or agent of the Consultant or any subcontractors.

5. Data Breach and Privacy/Cyber Liability. The Consultant must maintain insurance covering the failure to protect confidential information and failure of the security of the Consultant's computer systems due to the actions of the Consultant, any subcontractors, or any officer, employee or agent of the Consultant or any subcontractors, which results in unauthorized access to confidential data. Said insurance shall be maintained with a limit of not less than \$1,000,000.

Said insurance shall provide coverage for damages arising from, but not limited to, the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Disclosure or use of personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Computer network systems attacks;
- Introduction, implementation, or spread of malicious software code;
- Unauthorized access and use of computer systems;
- Website media liability; and
- Cyber theft of customers' property, including, but not limited to, money and securities.

In lieu of separate policies in "5" and "6", one policy could be provided to cover Crime, Data Breach, and Privacy/Cyber Liability for \$5,000,000.

6. Workers' Compensation and Disability. For work to be performed in New York State, the Consultant shall provide and maintain insurance coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law (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

A. Workers' Compensation and Employers Liability Coverage:

- **Form CE-200** - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; or
- **Form C-105.2** - (September 2015, or most current version) – Certificate of NYS Workers' Compensation Insurance Coverage, sent to the Commission by the Consultant's insurance carrier upon request; or
- **Form U-26.3** – NY State Insurance Fund Certificate of Workers' Compensation Coverage from the State Insurance Fund. Bidder must request that the State Insurance Fund send this form to the Commission; or
- **Form SI-12** – Affidavit Certifying That Compensation Has Been 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 Board-approved self-insurance, available from the Bidder's Group Self-Insurance Administrator.

B. Disability Benefits:

- **Form CE-200** - Certificate of Attestation of Exemption (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 NYS Disability Benefits Insurance. Bidder must request its business insurance carrier to send this form to the Commission.
- **Form DB-155**, Compliance with Disability Benefits Law.

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).

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 RFP 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, annexed to the RFP as Appendix P. 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:

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:

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:

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):

Bidder/Consultant/Firm: _____

Authorized Signature: _____

Print Name: _____

Date: _____



RFP 1030 – Legal Representation Concerning the Freedom of Information Law

BIDDER ACKNOWLEDGEMENT OF AMENDMENT

Amendment Number: _____

Date Issued: _____

Summary:

By signing below, the bidder attests to receiving and responding to the amendment number indicated above.

BIDDER NAME: _____

REPRESENTATIVE SIGNATURE: _____



RFP 1030 - Legal Representation Concerning the Freedom of Information Law

DOCUMENT SUBMITTAL CHECKLIST

Submissions Required with Proposal:

Description of Document	RFP	Submittal Requirements	Checklist
Transmittal Letter	§5.4	Must contain a statement that the proposal will remain valid for 180 days from the Proposal Due Date.	
Bidder Acknowledgement of Amendment (Attachment 1)	§1.7	With Proposal, if applicable	
Document Submittal Checklist (Attachment 3)	§3.1	With Proposal	
Contract Form (Appendix B) (incorporates Appendix A)	§6.2	Must be signed—With Proposal	
Bidder/Offerer Disclosure/Certification Form (Appendix C)	§7.1	With Proposal	
Non-Collusive Bidding Certification (Appendix D)	§7.2	With Proposal	
NYS Vendor Responsibility Questionnaire (Appendix E)	§7.3	Complete the form online or submit with the Proposal	
Encouraging Use of New York State Businesses in Contract Performance (Appendix H)	§7.7	With Proposal	
Work Force Employment Staffing Plan (Appendix I-2)	§7.8	With Proposal	
MWBE/SDVOB Utilization Plan Form (Appendix I-3) <ul style="list-style-type: none"> • Proposed Plan 	§7.8	Proposed plan, including estimated percentage—With Proposal	
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Appendix K)	§7.11	With Proposal	
Statement on Sexual Harassment (Appendix L)	§7.12	With Proposal	
Anti-Discrimination EO 177 Certification (Appendix M)	§7.13	With Proposal	
Executive Order No. 16 Certification (Appendix N)	§7.14	With Proposal	

Insurer Qualifications and Insurance Requirements (Appendix O) • Compliance Statement	§7.15	Include a statement of compliance with the insurer qualifications and insurance requirement—With Proposal	
Potential Conflict of Interest Disclosure Form (Appendix P)	§7.11	With Proposal	
Designation of Proprietary Information (FOIL)	§5.11	With Proposal	
Disclosure and Investigations During Proposal Evaluations	§5.12	With Proposal	
Disclosure of Litigation	§5.13	With Proposal	
References	§3.3	Include three with Proposal	
Technical & Pricing Proposals	§5.4	Submit Technical and Pricing Proposals Separately as Defined in the RFP	
Estimated Level of Effort (Appendix Q)	§3.5	With Proposal	

Submissions Required Subsequent to Award:

Description of Document	RFP	Submittal Requirements	Checklist
Substitute Form W-9 (Appendix F)	§7.4	Upon notification of award	
ST-220 Contractor Certification forms (Appendix G) • ST220-TD (submit to DTF) • ST220-CA (submit to Commission)	§7.6	Within seven calendar days of notification of award	
Equal Employment Opportunity Policy Statement (Appendix I-1)	§7.8	Within 72 hours of notification of award	
Consultant Disclosure Form A (Appendix J)	§7.10	Within 2 business days of notification of award	
Consultant Disclosure Form B (Appendix J)	§7.10	By May 15 th for each fiscal year (April 1-March 31)	
Insurer Qualifications and Insurance Requirements (Appendix O)	§7.15	Provide insurance certificates upon notification of award	
Confidentiality and Non-Disclosure Agreement (Attachment 5)	§1.7	All individuals to complete before working on, or otherwise being involved in, the performance of activities under the resulting Contract.	

BIDDER NAME: _____

REPRESENTATIVE SIGNATURE: _____



NON-BID RESPONSE

RFP: Legal Representation Concerning the Freedom of Information Law

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 our company from bidding. Those requirements are:

_____ Other: _____

This form may be emailed to: officer.contracting@gaming.ny.gov, or mailed to:

New York State Gaming
Commission Contract Unit, 5th Floor
P.O. Box 7500, 354 Broadway
Schenectady, NY 12301-7500

Please be advised that **no response** may result in removal of your company from our bidders' list.