

REQUEST FOR PROPOSALS

System Wide Network Services

For The New York State Bridge Authority

BA-2015-OO-007-IT

Request Issued: November 30, 2015

Proposals Due: January 20, 2016

Scope

The New York State Bridge Authority is seeking proposals from qualified telecommunications vendors (hereinafter referred to as the Proposer/the Provider) to provide network connectivity and network services over fiber, with redundant paths to the following nodes: Bear Mountain Bridge, Newburgh-Beacon Bridge, Mid-Hudson Bridge, Kingston-Rhinecliff Bridge and Rip Van Winkle Bridge and The NYS Thruway Authority's NOC located in Harriman, NY.

The requested network services will be for a shared Ethernet system with fiber terminating on Authority property. In addition, the Proposer will include pricing for Internet connectivity which will include a block of 256 contiguous public IP addresses. The Proposer will provide pricing for hosting of DNS records.

Proposals should include the following:

- Company overview
- An example of company's Customer Service and Access Agreement
- A logical depiction of the system design denoting points of presence
- Provisioning and Installation Procedures
- Service Level Agreement (see Service Level Agreement below for specific requirements)
- Examples of node proximity to NYS Government network resources
- All one-time non-recurring costs (NRC) and recurring costs (MRC) including taxes and fees for the system
- Name and contact information for the persons authorized to negotiate and execute a contract
- Names of persons primarily responsible for technical services to be provided
- Name and contact information for three (3) references from entities for which the Proposer provides services similar in scope and complexity
- A full description of the Proposer's system capability, capacity, redundancy and quality controls
- All required forms and disclosures in the attached documents

Service Level Agreement (SLA)

The level of service requested for provided services must meet the following minimum requirements;

- >99.9% uptime
- Diverse or redundant path for data with automatic failover
- All circuits are to be monitored by the Provider for issues affecting availability
- Mean Time to Respond: The Mean Time to Respond objective is four (4) hours from the Provider's receipt of notice of issue or failure
- Mean Time to Repair: "Mean Time to Repair" is the average time required to restore service to an operational condition. The Mean Time to Repair objective is twelve (12) hours from the Provider's receipt of notice of issue or failure
- Service Outage: In the event of a Service Outage and the Provider fails to repair services within eight (8) hours of notice from the Authority, the Authority will be entitled to a credit (Service Credit) of 1/30th of the Monthly Charge applicable to the affected circuit for each consecutive 24 hour period of the Service Outage. A Service Outage is defined as a disruption of services in which the Authority is unable to utilize the circuit for its intended purpose.
- Repair and Maintenance Services: The Provider shall maintain a sufficient level of service and reliability of the provided circuits. The Provider will have the demonstrable ability in-house or maintain a qualified contractor on standby to repair any failures. The Provider will conduct scheduled maintenance that is reasonably expected to interrupt services at a time mutually agreed to by the Authority and the Provider. The Provider will notify the Authority in writing of scheduled maintenance that is expected to interrupt services no less than fifteen (15) Days prior to commencement of such maintenance activities.

New York State Bridge Authority Node Locations

- 1) **Rip Van Winkle Bridge**
Rt. 23
Catskill, NY12414
(Greene County)
(518)943-2360

- 2) **Kingston-Rhinecliff Bridge**
Rt. 199
Kingston, NY 12401
(Ulster County)
(845)336-8181

- 3) **Mid-Hudson Bridge**
Rt. 44/55
Highland, NY12528
(Ulster County)
(845)691-5953

- 4) **Newburgh-Beacon Bridge**
Rt. 84
Beacon, NY12550
(Dutchess County)
(845)831-3700

- 5) **Bear Mountain Bridge**
Rt. 6
Fort Montgomery, NY10980 (Rockland
County)
(845)446-4721

- 6) **NYS Thruway**
Woodbury Toll Plaza
Milepost 45.1
NYS Thruway North Pump 1
Harriman, NY 10926
(Orange County)
(845) 782-2417

Current Configuration

Ethernet

Currently, the Authority utilizes a shared Ethernet over fiber solution. Each facility is equipped with an Ethernet switch supplied by the Provider. This switch allows fiber or copper connectivity at a speed of up to 1 Gbps to the Authority's Local Area Network (LAN). The existing connection connects to standard Cisco equipment.

The Authority provides redundant power from on-site Authority owned building UPS and diesel or natural gas generators.

Facility	Bandwidth
Rip Van Winkle Bridge	50 mbps
Kingston-Rhinecliff Bridge	50 mbps
Mid-Hudson Bridge	220 mbps
Newburgh-Beacon Bridge	50 mbps
Bear Mountain Bridge	50 mbps
NYS Thruway (Harriman)	20 mbps
Internet Connectivity	20 mbps

Internet Connectivity

Internet connectivity is provided to the Mid-Hudson Bridge campus at a speed of 20 Mbps. All other facilities route through the connection at the Mid-Hudson Bridge Administration Building to access the Internet.

Two Hundred and Fifty Six (256) contiguous public IP addresses are available to NYSBA.

DNS Hosting for NYSBA website domains and email is provided. The following domains are hosted:

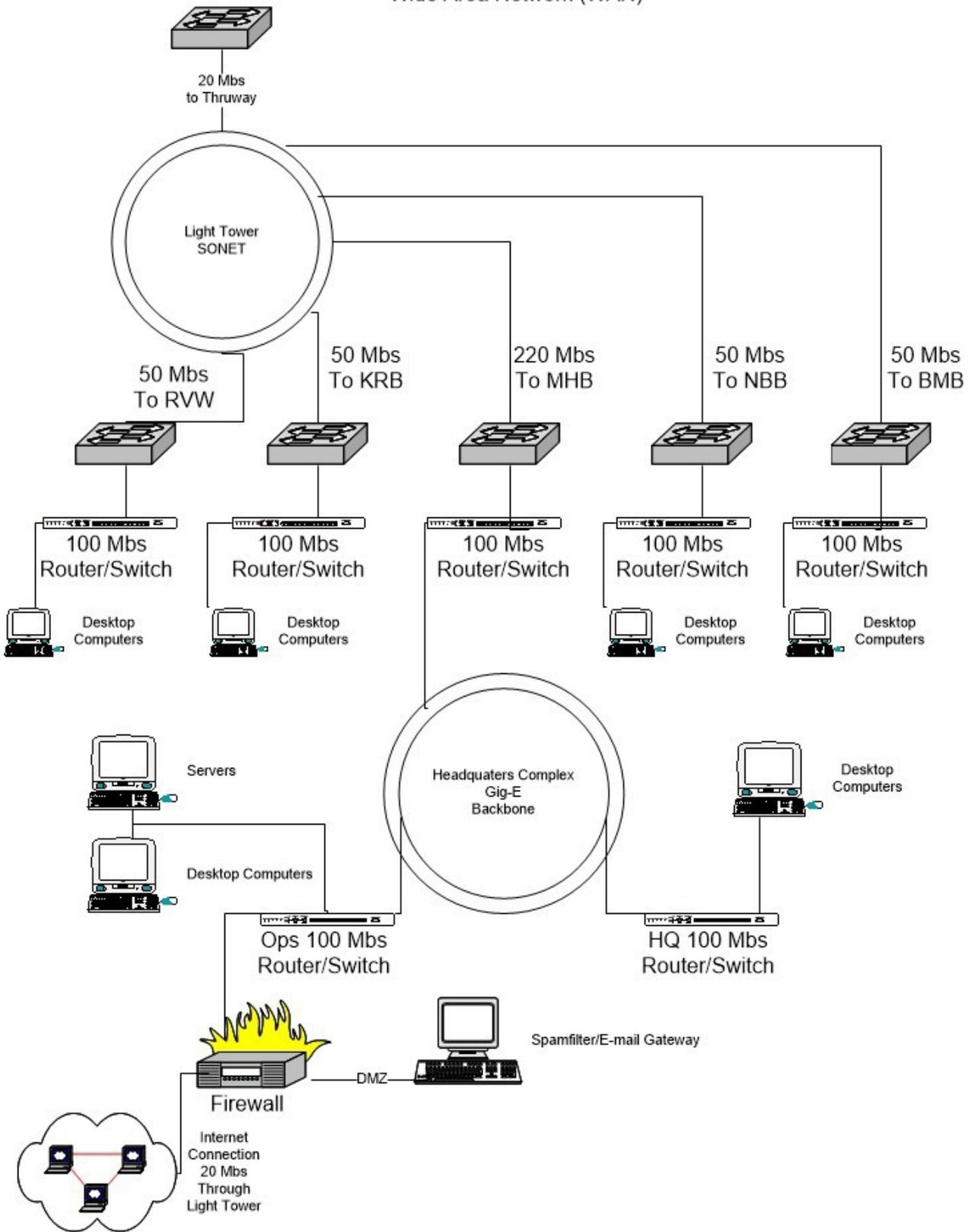
nysba.net

nysba.state.ny.us

nysba.ny.gov

A current network diagram follows:

Wide Area Network (WAN)



Proposal

The proposal must include a breakdown of monthly charges for connectivity to each facility including all anticipated fees. The Authority anticipates increasing the amount of leased bandwidth to accommodate additional IT infrastructure such as IP cameras and traffic sensors. The Authority may opt to have the system configured at the higher bandwidth than currently utilized from the beginning of the contract award or may increase bandwidth at any time during the contract period. Pricing for current bandwidth speeds as well as anticipated speeds must be included (see below). The Authority may desire to increase bandwidth at one facility plus bandwidth at the Mid-Hudson Bridge without affecting other facilities.

The Newburgh-Beacon Bridge serves as an alternate location for NYSBA Operations in the event the Mid-Hudson Bridge facilities cannot be used. As such, the circuit to the Newburgh-Beacon Bridge must be able to scale up to a speed of 350 Mbps within one hour of notification to the Provider. All other circuits must have the ability to increase bandwidth to a speed of up to 200 Mbps. All bandwidth speeds listed will be for both upload and download throughput. For example, 50 Mbps would be a speed of 50 Mbps upload speed and 50 Mbps download speed.

Current configuration:

Facility	Bandwidth	Price (Monthly Charge)
Rip Van Winkle Bridge	50 mbps	
Kingston-Rhinecliff Bridge	50 mbps	
Mid-Hudson Bridge	220 mbps	
Newburgh-Beacon Bridge	50 mbps	
Bear Mountain Bridge	50 mbps	
NYS Thruway (Harriman)	20 mbps	
Internet Connectivity	20 mbps	
	TOTAL MONTHLY CHARGE:	

Future configuration:

Facility	Bandwidth	Price (Monthly Charge)
Rip Van Winkle Bridge	75 mbps	
Kingston-Rhinecliff Bridge	75 mbps	
Mid-Hudson Bridge	325 mbps	
Newburgh-Beacon Bridge	100 mbps	
Bear Mountain Bridge	75 mbps	
NYS Thruway (Harriman)	20 mbps	
Internet Connectivity	20 mbps	
	TOTAL MONTHLY CHARGE:	

NOTE: If stated bandwidth requirements are not available, please round up to the next available allotment. (i.e. 75 Mbps -> 100 Mbps). The bandwidth available at the Mid-Hudson Bridge must be equal to or greater than the sum of the circuits at Rip Van Winkle, Kingston-Rhinecliff, Newburgh-Beacon and Bear Mountain.

Pricing for optional components:

1. Include a separate per month charge during the time the Newburgh–Beacon Bridge is increased to the same speed as the Mid-Hudson Bridge.
2. The Authority may elect to have an Internet circuit installed at the Newburgh-Beacon Bridge. Please provide separate pricing for this circuit at 10 Mbps and 20 Mbps speeds.
3. Recognizing that the single greatest risk to the Authority’s fiber network is a fiber cut, the Authority may seek to eliminate single points of failure in its fiber optic network. This may include multiple routes to Authority buildings, alternate routes between facilities and the like. The Proposer should provide options for eliminating single points of failure in the network.

Site Inspection

Inspection of the physical locations is available by appointment. It is encouraged that potential bidders schedule a site inspection. Inspections can be scheduled by calling Greg Herd at (845) 691-5953. All inspections must be completed by close of business on December 30, 2015.

Insurance

The successful proposer will agree to indemnify and hold the Authority, its Board members, officers, employees and agents harmless against all loss, cost or damage on account of any injury to person or property as a result of performance of this contract and against all fines, penalties or other losses which the Authority shall be obliged to pay or incur in connection with the performance of the work of the contract.

The successful proposer shall procure and maintain at their own expense and without expense to the Authority, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, from insurance companies authorized to do such business in the State of New York covering all operations under the contract whether performed by themselves or subcontractors.

Before commencing work, the successful proposer shall furnish to the Authority a completed copy of the certificate of insurance provided herein showing that they have complied with this section. This certification requires that the policies shall not be changed or cancelled until thirty (30) days written notice has been given to the Authority.

The types and limits of insurance are as follows:

- i. Workers' compensation, disability benefits and other statutory coverage by New York Law without regard to jurisdiction
- ii. Commercial general liability combined single limit – bodily injury and property damage, \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate
- iii. Automobile liability combined single limit – bodily injury and property damage, \$1,000,000.00 per occurrence, comprehensive, owned, hired, non-owned
- iv. Excess liability in the amount of \$2,000,000.00
- v. Such other insurance as shall be required in writing by the Authority at the Authority's expense

Any policy required to be maintained under this section shall be from a company rated at least A/VII by Best's Rating Service and properly licensed in the State of New York, and shall provide that the policy shall not be cancelled, materially changed, or renewed thirty (30) days prior notice thereof to the Authority.

Performance of Contract

This contract cannot be assigned to another party. All subcontractors must be disclosed at the time of proposal along with the nature of the subcontract.

Contract Period

The contract will be for a period of five (5) years. The Authority will retain the right to renew at its option for one additional five-year period.

Authority's Rights and Prerogatives

The Authority reserves the right, for any or no reason and in its sole and absolute discretion:

- to amend, in whole or part, withdraw or cancel this RFP
- waive irregularities in the proposals
- to meet with selected Proposers prior to the designation of a best qualified Proposer
- to accept or reject any proposals and any proposed exceptions
- to accept or reject any or all proposals for any or no reason and with no penalty to the Authority
- change proposal due date
- waive or modify minor irregularities,
- request additional information deemed necessary to more fully evaluate the proposal, and
- negotiate the terms of the contract including payment terms

Evaluation of Proposals

Responsive proposals will be evaluated with consideration for the following factors:

1. Conformity with the Request for Proposals, including specifications, terms, conditions
2. Total monthly cost of services including all taxes and fees. The Authority is exempt from state and local sales tax.
3. Unsatisfactory past experience, if any, with the proposing parties

By submission of its proposal, the Proposer authorizes the Authority to investigate the qualifications of the Proposer under consideration, including pending criminal or civil investigations. The Authority may require confirmation of information furnished by a Proposer, and/or require additional evidence of qualifications to perform the work described in this RFP or information clarifying their submissions. The Authority reserves the right to reject any and all proposals submitted and/or to request additional information from all proposers.

Authority staff will promptly review each submission and evaluate all those deemed responsive. The Director of IT and Executive Director will recommend to the Authority's Board the proposal they believe best meets the needs of the Authority on the basis of the criteria enumerated above. The Authority's Board will make any and all final determinations and contract awards. The Authority's Board reserves absolute discretion to accept or reject any and all proposals and recommendations, to award or reject any contract, and to waive any irregularity in the proposals.

Submission of Proposals

Proposals shall be submitted in an envelope that is clearly marked as follows: "Proposal for System Wide Network Services, BA-2015-OO-007-IT."

Proposals responding to this RFP must be in writing, concise in format and composed in clear English grammar. The Authority reserves the right to reject any proposal that is, in its judgment, unclear about any terms, obscure, or confusing.

Each proposal must contain all the information necessary to enable the Authority to evaluate it without further inquiry.

All proposals submitted in response to this RFP will become property of the Authority and will not be returned. All proposals submitted and all related contracts and reports may be subject to disclosure under the Freedom of Information Law. The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their proposals. The Authority and its respective officials, agents, representatives and employees make no representation or warranty and assume no responsibility for the accuracy of the information set

forth in this RFP. Further, the Authority does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with a website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

Proposers are solely responsible for ensuring the timely delivery of their RFP response. Electronically submitted proposals (e.g. facsimile, e-mail) and proposals received after the deadline will not be accepted.

All proposals must be typewritten and signed by an individual duly authorized to bind the proposer. The proposal must contain a statement to the effect that the proposal is a firm offer for a one hundred twenty (120) day period.

Proposal submissions must include one (1) original and (3) copies and be delivered to the Authority no later than 4:00PM on January 20, 2016.

Proposals should be addressed to:

New York State Bridge Authority
Headquarters Building #2
Gregory Herd
P.O. Box 1010
Highland, New York, 12528

Designated Contact

State Finance Law restricts all proposers from making contacts to other than designated Bridge Authority staff and consultants. For purposes of these contracts the designated Bridge Authority contact is Greg Herd, Director of IT, New York State Bridge Authority, P.O. Box 1010, Highland, NY 12528. Telephone - (845) 691-5953, Facsimile – (845) 691-3636, E-mail – gherd@nysba.ny.gov

Glen Chalmers, Broadband Consulting, is assisting the Authority in the solicitation of proposals. Mr. Chalmers is authorized to contact proposers.

Questions regarding this solicitation must be submitted in writing and be addressed to Lynn Whitehouse at the above address, faxed to (845)691-3636 or electronically to gherd@nysba.ny.gov.

All questions will be answered and distributed to all potential bidders by January 8, 2016. Questions received after January 8, 2016 will not be responded to.

No contact with any Authority personnel or Authority consultants other than the authorized contact persons is allowed until such time as an award has been made. Violation of this provision may be grounds for immediate disqualification.

Notwithstanding attachment #2, "Appendix B", Section II.A, the established M/WBE goals for this project are:

MBE – 0%
WBE – 0%

Submission of a proposal constitutes an acknowledgement that the Proposer has read and understands the Authority's Contractor and Vendor Access Policy and that the Proposer and all of its employees shall abide by the policy.

State Finance Law § 139 Lobbying Law: Ethics and Conflicts

Pursuant to New York State Finance Law §139-j and §139-k, this RFP includes and imposes certain restrictions on communications between the Authority and a Proposer during the procurement process. A Proposer is restricted from making contacts from the earliest date of notice of intent to solicit a "request for proposal" through final award and approval of the Contract by the Authority ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in Section 1 of this solicitation. Authority employees and Board Members are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Respondent pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Respondent is debarred from obtaining governmental Procurement Contracts as defined in State Finance Law Section §139-j. Further information about these requirements can be found on the NYS Office of General Services website at www.ogs.state.ny.us.

During the term of any contract resulting from this RFP, the Proposer shall not engage any person who is or has been at any time in the employ of the Authority or New York State to perform services under the contract, without the consent of the Authority. Further, during the term of any such contract, no person who is employed by the Proposer and who is disqualified from providing services under the Agreement pursuant to the New York State Public Officers Law or any other applicable laws, rules, regulations, guidelines or policies may share in any net revenues the Proposer derives from the Agreement. By submission of its proposal, the Proposer represents and certifies that it has not employed or retained any company or person, other than a bona fide employee working for the Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent on or resulting from the award or making of the contract.

Submission of a proposal constitutes an acknowledgement that the proposer has thoroughly examined and become familiar with the requirements under this RFP including appendices, forms, and attachments, that it is capable of performing the work to achieve the objectives of the Authority, and that it will accept these terms and conditions unless exceptions are specified in the proposer's submission. The cover letter submitted with the proposal must state whether any exceptions are taken to the terms and conditions, and reference the section of the proposal where such exceptions are detailed.

Per the requirements of State Finance Law § 139 it is mandatory that each proposer submits, together with the proposal, all completed forms attached.

Attachments

1. "Appendix A" Standard Clauses
2. "Appendix B" M/WBE Utilization Plan
3. M/WBE & EEO Statement
4. Contractor Certificate of Insurance
5. Contractor and Vendor Access Policy Notification
6. NYS Finance Law 139-k (2) Disclosure of Prior Non-Responsibility Determinations
7. NYS Finance Law 139-j Affirmation of Understanding
8. NYS Finance Law 139-k (5) Certification of Compliance
9. Vendor Responsibility Questionnaire

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BRIDGE AUTHORITY CONTRACTS

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

1. NON-ASSIGNMENT

CLAUSE. This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.

2. WORKERS'

COMPENSATION BENEFITS. 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. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. NON-DISCRIMINATION

REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, genetic predisposition or carrier status, marital status or domestic violence victim status. 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, the 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 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.

4. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority 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 Authority; or (b) a written agreement in excess of \$100,000 whereby the Authority 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 (c) a written agreement in excess of \$100,000 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 Authority, 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 agency, union, or representative will affirmatively cooperate in the implementation of the contractor's obligations herein.

(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.

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated

to this Agreement; or (ii) employment outside New York State. The Authority shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority 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 Authority shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall 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.

5. **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 New York 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 New York State Labor Department in accordance with the Labor Law. Additionally, 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 this Section 220 of the Labor Law shall be a condition precedent to payment by the Authority of any sums due and owing to any person for work done upon the project.

6. **NON-COLLUSIVE BIDDING**

REQUIREMENT. In accordance with Public Authorities Law Section 2878, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and

without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this 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 Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

9. RECORD-KEEPING REQUIREMENT. The Contractor shall

establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Authority and Attorney General or 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 such Records during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority 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 the Authority's Executive Director with a copy to its Records Access Officer, 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 Authority's right to discovery in any pending or future litigation.

10. LIABILITY. Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided.

11. GOVERNING LAW. This contract shall be governed by the laws of the

State of New York except where the Federal Supremacy clause requires otherwise.

12. LATE PAYMENT.

Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Public Authorities Law Section 2880 and 21 NYCRR Pt 207.

13. 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.

14. SERVICE OF PROCESS.

In addition to the methods of service allowed by the State Civil Practice Law & Rules, 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 Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

15. OBSERVANCE OF LAWS.

The Contractor agrees to observe all Federal, State and local laws and regulations and to procure all necessary licenses and permits.

16. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a.) Federal Employer Identification Number and/or Federal Social Security Number:

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must

include the payee's, i.e., the seller's or lessor's, identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both when the payee has both such numbers. Failure to include the number or numbers may delay payment. Where the payee does not have such number or numbers, the payee must give, on his or her invoice or New York State standard voucher, 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. This information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

17. 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 New York State Finance Law §165. (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 Section 165 of the New York 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.

18. 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 of the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic
Development
Division for Small Business
30 South Street B 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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
30 South Pearl Street, 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 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 Authority;
- (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 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 such documentation to the Authority upon request; and

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

19. 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the state of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

20. STATE FINANCE LAW SECTION 139. The Contractor hereby certifies that all information provided to the Authority with respect to State Finance Law Section 139 is complete, true and accurate. The Authority reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law Section 139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

21. ETHICS. During the term of this Agreement, the Contractor shall not engage any person who is or has been at any time in the employ of the Authority or New York State to perform services under the Agreement, without the consent of the Authority. The Authority may request that the Contractor provide it with whatever information the Authority deems

appropriate about such person's engagement, work cooperatively with the Authority to solicit advice from the New York State Commission on Public Integrity or other body having jurisdiction, and if deemed appropriate by the Authority, instruct such person to seek the opinion of the New York State Commission on Public Integrity. The Contractor agrees that any such employee assigned to perform services under this Agreement shall be assigned in accordance with the provisions of the New York State Public Officers Law and any other laws, rules, regulations, guidelines or policies applicable to the service of current or former Authority or New York State employees. Further, during the term of the Agreement, no person who is employed by the Contractor and who is disqualified from providing services under the Agreement pursuant to the New York State Public Officers Law or any other applicable laws, rules, regulations, guidelines or policies may share in any net revenues the Contractor derives from the Agreement. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law, other laws applicable to the service of current or former Authority or New York State employees, and/or the rules, regulations, guidelines or policies promulgated or issued by the New York State Commission on Public Integrity.

22. OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE. If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing

the course for each employee prior to performing any work on the project.

23. COMPTROLLER'S

APPROVAL. Unless otherwise provided by resolution of the Authority, to the extent required by Section 2879-a of the Public Authorities Law, if this contract exceeds \$1,000,000, 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 Authority agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$1,000,000, it shall not be valid, effective or binding upon the Authority until it has been approved by the State Comptroller and filed in his office.

24. 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 Exhibit, the terms of this Exhibit shall control, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

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 Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 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 Authority determines that such action is in the best interest of the State.

26. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law, Section 899-aa; State Technology Law Section 208).

27. NO WAIVER OF PROVISIONS.

The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

28. ENTIRE AGREEMENT.

This contract, together with this Exhibit, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties hereto.

29. PAYMENT REPORTING.

In any contract subject to the provisions of Article 15-A of the New York State Executive Law which exceeds the sum of \$25,000 for commodities or personal services, and \$100,000 for construction or professional services, the Contractor shall, immediately upon execution of this contract, and any Subcontractor shall, immediately upon engagement by the Contractor, establish access to the New York State Contract System available at <https://ny.newnycontracts.com/?TN=ny>, and throughout the term of the contract, and any extensions thereof, in compliance with the NYS Contract Compliance Module,

acknowledge, through the New York State Contract System, receipt of all payments for services provided under the contract, and confirm when payments are made to any subcontractors for services rendered.

If this contract receives or shall receive Federal financial assistance as governed by 49 CFR Part 26, Contractor, and any of its Subcontractors, shall complete and file the Uniform Report of DBE Awards or Commitments, and shall observe all compliance requirements for Federally Assisted Contracting as set forth in 49 CFR Part 26. Evidence of filing shall be available for inspection by the Authority.

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH
RESPECT TO NEW YORK STATE BRIDGE AUTHORITY CONTRACTS:
REQUIREMENTS AND PROCEDURES**

I. General Provisions

- A. The New York State Bridge Authority (“NYSBA”) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (“MWBE Regulations”) for all NYS Bridge Authority contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, including legal, financial and other professional services, supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon. Where NYSBA enters into a contract with a total expenditure in excess of two hundred and fifty thousand dollars (\$250,000) contractors shall submit company workforce diversity data to NYSBA prior to execution of the subject contract.
- 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 NYSBA, to fully comply and cooperate with the NYSBA 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 certified minority and women-owned business enterprises (“MWBEs”). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 and Executive Law § 313(7) 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”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

- A. The NYSBA has established an overall goal of 30% for MWBE participation, 12% for Minority-Owned Business Enterprises (“MBE”) participation and 18% for Women-Owned Business Enterprises (“WBE”) participation. Pursuant to Executive Law § 313(4) the NYSBA may, however, evaluate each contract to determine the appropriateness of the overall goal, which may be reduced if it is determined to be unattainable due to the lack of certified MWBE’s available in the major bridge repair and maintenance business (based on the current availability of qualified MBEs and WBEs).

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- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <http://www.esd.ny.gov/mwbe.html>.

Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200)) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR § 142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the NYSBA for liquidated or other appropriate damages, as set forth in the Contract.

III. Equal Employment Opportunity (EEO)

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, the contracting agency shall waive the applicability of these requirements to the extent of such conflict.
- B. Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and Subcontractors 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 NYSBA within seventy two (72) hours after the date of the notice by the NYSBA to award the Contract to the Contractor.
 3. 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, and will undertake or continue existing EEO

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programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

- (b) The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- (c) 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.
- (d) 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.
- (e) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 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. NYSBA EEO – Form 100 – Staffing Plan

Prior to the award of this Contract, 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. Contractors shall complete the Staffing plan form and submit it within a reasonable time, but no later than the time of award of the contract.

D. NYSBA EEO – Form 200 - Workforce Employment Monthly Utilization Report

1. Once a contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the NYSBA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a monthly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

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2. Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.
 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
- E. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of an individual's age, race, creed (religion), color, sex, national origin, sexual orientation, military status, sex, 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. NYSBA MWBE – Form 100 - Utilization Plan

- A. As required by Executive Law § 313(5), the Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract. Additionally, prior to award, the Contractor must submit its MWBE Utilization Plan online through the Statewide Utilization Management Plan (SUMP) module of the New York State Contracting System (NYSCS) website at <https://ny.newnycontracts.com/>.
- B. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix. The Contract shall attempt, in good faith, to utilize the enterprises identified within the Utilization Plan at least to the extent indicated.
- C. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the NYSBA shall be entitled to any remedy provided in the Contract, including but not limited to, a finding of Contractor non-responsiveness.
- D. The Contractor's good faith efforts shall be determined pursuant to Executive Law § 313(7).

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V. Waivers pursuant to Executive Law § 313(6) - Request for Waiver - MWBE- Form 200

- A. For Waiver Requests Contractor should use MWBE - Form 200 - Waiver Request.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals and setting forth the reasons for such Contractor's inability to meet any or all of the participation requirements. If the documentation included with the waiver request is complete, the NYSBA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. The NYSBA shall review the waiver application in accordance with the criteria set forth in Executive Law § 313(6) and (7).
- D. If, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, the NYSBA 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 NYSBA 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. Monthly MWBE Participation Performance Report, MWBE - Form 300

Contractor is required to submit a Monthly MWBE Contractor Compliance Report (Form MWBE-300) to the NYSBA by the 10th day following the last day of each month over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

VII. Liquidated Damages - MWBE Participation

- A. In accordance with Executive Law § 316-a and 5 NYCRR § 142.13, where the NYSBA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the NYSBA liquidated damages.
- B. 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 NYSBA, Contractor shall pay such liquidated damages to the NYSBA within sixty (60) days after they are assessed by the NYSBA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the NYSBA.

NEW YORK STATE BRIDGE AUTHORITY

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____
agree to adopt the following policies with respect to the project being developed or services rendered at

<p><u>M/WBE</u> This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the Authority for that area in which the Authority-funded project is located, by taking the following steps:</p> <ol style="list-style-type: none">(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.(2) Request a list of State-certified M/WBEs from NYSBA and solicit bids from them 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 M/WBEs.(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.(6) Ensure that progress payments to M/WBEs 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 M/WBE participation.	<p><u>EEO</u> (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.</p> <p>(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.</p> <p>(c) At the request of the contracting agency, this organization 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 this organization's obligations herein.</p> <p>(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of an individual's age, race, creed (religion), color, national origin, sexual orientation, military status, sex, disability,</p>
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NEW YORK STATE BRIDGE AUTHORITY

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) This 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 the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT, CONT.

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises - Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

Subject to Executive Law § 313(4), for purposes of this procurement, the NYSBA hereby establishes the following goals:

_____ % Minority Business Enterprise Participation

_____ % Women’s Business Enterprise Participation

_____ % **Total Minority and Women’s Business Enterprise Participation**

(Authorized Representative)

Title: _____

Date: _____



**Bridge
Authority**

New York State Bridge
Authority
Bridge Plaza
Highland, New York

**CERTIFICATE OF
INSURANCE**

Send Certificate To:

New York State Bridge Authority
P.O. Box 1010
Highland, NY 12528

Name And Address of Producer	Companies Affording Coverage	
	Company	Letter A
Name And Address of Insured	Company	Letter B
	Company	Letter C
Name And Address of Additional Insured	Company	Letter D
New York State Bridge Authority - P.O. Box 1010 - Highland, New York 12528; The People of the State of New York, etc. as specified in the Contract Specifications.		

Location And Description of Work	Contract #
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The subscribing insurance company, authorized to do business in the State of New York, Certifies that Insurance of the kinds and types for limits of liability herein stated, covering the work herein designated, has been procured by and furnished on behalf of the insured contractor and is in full force and effect for the period listed below.

KIND OF INSURANCE	CO. LTR.	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF LIABILITY (in thousands)	
					Each Occurrence	Aggregate
(A) Contractor's Liability					B.I.	
					P.D.	
(B) Contractor's Protective Liability					B.I.	
					P.D.	
(C) Completed Operations Liability					B.I.	
					P.D.	
(D) Protective Liability furnished by general contractor in the name of the NYSBA, its Board Members, Officers, Employees, etc., as specified in the Contract Specifications.					B.I.	
					P.D.	
(E) Owners', Landlords' and Tenants' Liability Insurance furnished by general contractor in name of NYSBA, its Board Members, Officers/Employees, etc., as specified in the Contract Specifications.					B.I.	
					P.D.	
(F) Railroad Protective Liability					B.I.	
					P.D.	
(G) Prof. Liability						
(H) Workers' Compensation					Limits as required by law.	
(I) Disability Benefits					Limits as required by law.	
(J) Excess Liability						G.L. 000 A.L. 000
(K) Automotive Liability					B.I.	
					P.D.	
(L) Other						

Such insurance as is herein certified (1) applies to all operations of said insured in connection with the work required by the provisions of the documents forming the contract , (2) applies on the effective date stated above, whether or not the contract documents between the insured contractor and the New York State Bridge Authority have been executed, and (3) is written in accordance with the company's regular policies and endorsements, subject to the company's applicable manuals of rules and rates in effect, except:

Should any of the described policies be cancelled before the expiration date thereof, Notice will be delivered in accordance with the policy provisions. The Subscribing company shall deliver a copy of the cancellation notice to the New York State Bridge Authority.

This certificate is furnished in accordance with and for the purpose of the specifications of the New York State Bridge Authority for the construction and reconstruction of New York State Bridge Authority Facilities, covering the operations herein described.

Name and Address of Insurance Company

Date _____ By _____

Policy(s) coverage's MUST agree with coverage's stated on this Certificate:

Agency Name and Address:

Telephone Number:

New York State Bridge Authority

Contractor and Vendor Facility Access Policy

The following policy shall be applicable to all contractors and vendors working on Authority facilities.

All contractors working on New York State Bridge Authority property are required to make their presence known prior to beginning work daily. The duration and location at the facility of the contractor's work shall determine what access privileges will be granted and the process the Authority will follow.

Contractors, vendors, their employees and/or their assigns who access any non-public area or property of the Authority without prior authorization are subject to prosecution at the discretion of the Executive Director or his or her designee.

No less than 24 hours prior to the commencement of non-emergency work a contractor/vendor access form, Appendix A, must be completed and submitted to both the Bridge Office and the Command Center by the responsible Department Director. The Bridge Manager will be responsible for selecting the appropriate level of access to be granted for any emergency work in which 24 hour notice is not received.

The Director of Operations and Security or their designee shall at any time conduct a field inspection of any employees present on any project.

All contractors will be assigned one of the following levels for secure access to work at the site. All contractors and vendors will be required to acknowledge the policy and their obligations under the policy.

This policy does not apply to general delivery drivers who access non-secured parts of our facility for short periods of time.

Level 1: Non-Sensitive and Non-Critical Area Access on a Short Term basis

All Level 1 Contractors and Vendors working on Authority property in non-critical or non-sensitive areas, must be signed in at the respective Authority Office each day and sign out when finished. The Bridge Office (or Headquarters or Operations buildings, as appropriate) will be responsible for logging the Contractor in and noting the level of access in the log entry.

Short-term work is generally defined as lasting less than 3 weeks in a calendar year or as defined by the Executive Director or their designee.

A non-sensitive or non-critical area is generally defined as areas accessible to the public or to all employees such as non-gated parking areas, restrooms, exterior toll plazas, copy areas, vending machine

locations, kitchens, and office work space during normal business hours. Note that a courier or delivery driver is not considered a Contractor or Vendor for purposes of this policy.

The contractor/vendor must present a valid government issued photo ID for each person who has arrived on site and the following information must be logged:

- a. Date
- b. Time (arrival and departure)
- c. Contractor/Vendor Employee Name
- d. Photo ID type and number
- e. Vehicle Make, Model, and License Plate Number
- f. Company
- g. Location on facility they are working
- h. NYSBA Director responsible for Contractor/ Vendor
- i. Level of access

Once the Contractor/Vendor is logged into the facility and their access permissions are verified, the bridge office will issue them a temporary Contractor/Vendor identification card for each employee and a parking placard for their vehicle. The temporary identification cards and parking placard will be generic in format and not individualized photo ID's. These generic ID's will be issued to the facilities by the Administration Department. The Contractor/Vendor must have these visible on their person at all times while on Authority property.

Once work is complete, the Contractor/Vendor will return these items to the bridge office. Failure to return the ID may potentially lead to a withholding of final payment

Level 2: Sensitive and Critical Area Access Short Term (Less than 30 Days)

All Level 2 Contractors/Vendors accessing Authority areas that are deemed to be sensitive or critical to the Authority's operations must be escorted by an Authority employee or inspection consultant for the duration of their work. This escort is to be arranged by the Departmental Director, or their designee, who is in charge of the work.

Short-term work is generally defined as lasting less than 3 weeks in a calendar year or as defined by the Executive Director or their designee.

The contractor/vendor must present a valid government issued photo ID for each person who has arrived on site and the following information must be logged prior to the escort leading the contractor/vendor to the work area:

- a. Date
- b. Time (arrival and departure)
- c. Contractor/Vendor Employee Name
- d. Photo ID type and number
- e. Vehicle Make, Model, and License Plate Number

- f. Company
- g. Location on facility they are working
- h. NYSBA Director responsible for Contractor/ Vendor
- i. Vendor access level
- j. Name of Assigned Escort

Once the Contractor/Vendor is logged into the facility and their access permissions are verified, the bridge office will issue them a temporary Contractor/Vendor identification card for each employee and a parking placard for their vehicle. The temporary identification cards and parking placard will be generic in format and not individualized photo ID's. These generic ID's will be issued to the facilities by the Administration Department. The Contractor/Vendor must have these visible on their person at all times while on Authority property.

Once work is complete, the Contractor/Vendor will return these items to the bridge office. Failure to return the ID may potentially lead to a withholding of final payment

Level 3: Non-Sensitive and Non-Critical Area Access on an Intermittent or Long Term Basis and/or Multi-Facility

A non-sensitive or non-critical area is generally defined as areas accessible to the public or to all employees such as non-gated parking areas, restrooms, exterior toll plazas, copy areas, vending machine locations, kitchens, and office work and utility space during normal business hours. Note that a courier or delivery driver is not considered a Contractor or Vendor for purposes of this policy.

Intermittent or Long Term work is defined as work generally lasting greater than 3 weeks of consecutive work or intermittent work expected to last greater than 3 weeks in a calendar year; or as defined by the Executive Director or their designee.

The Departmental Director will notify the Director of Administration that Authority photo ID must be issued to a contractor or vendor for access to sensitive or critical areas of Authority property via the Appendix A Form. 24 hour notice should be provided by the Director in charge of the job.

1. The Contractor/Vendor must appear at the Headquarters building and provide the following information to be logged into the Contractor/Vendor ID Database:
 - a. Name
 - b. Company
 - c. Photo ID and number
 - d. Vehicle Make, Model, and License Plate Number
 - e. Location on facility they are working
 - f. NYSBA Director responsible for Contractor/ Vendor
 - g. Expected Duration of Project

- h. Vendor access level
- 2. The Director of Administration or their designee shall issue the ID to the Contractor/Vendor.
- 3. The Director of Administration will notify each facility, the Department in charge of the work, and the Command Center that the Contractor/Vendor's clearance level and work area has been designated.
- 4. After the ID is issued, the Contractor/Vendor may go to the site and at the site present the valid NYSBA ID for each person who has arrived on site and the following information must be logged by bridge staff into the Event Logger:
 - a. Date
 - b. Time (arrival and departure)
 - c. Contractor/Vendor Employee Name
 - d. Photo ID type and number
 - e. Vehicle Make, Model, and License Plate Number
 - f. Company
 - g. Location on facility they are working
 - h. NYSBA Director responsible for Contractor/ Vendor
 - i. Vendor access level
- 5. The ID's are valid for 1 year from the date of issuance or the end of the contract or work order; whichever comes first. It is the responsibility of the Director in charge of the work to ensure the Contractor returns the ID to the Administration Department with failure to return the ID potentially leading to a withholding of final payment.

Level 4: Long Term Projects in Sensitive or Critical Area Access on an Intermittent and/or Long Term Basis and/or Multi-Facility without an Inspecting Engineer

Contractors working on Authority facilities on inspected projects, long term projects, or deemed by the Departmental Director to be critical or sensitive in nature and requiring another level of access control, must be certified by either Secure Workers Access Consortium (SWAC) or Transportation Workers Identification Credential (TWIC).

Intermittent or Long Term work is defined as work generally lasting greater than 3 weeks of consecutive work or intermittent work expected to last greater than 3 weeks in a calendar year; or as defined by the Executive Director or their designee.

If the Contractor/Vendor is deemed by the Authority to require this type of clearance prior to commencing work, the requirements shall be written into the contract and/or work order. Because there is no inspecting engineer on the job, the Contractor/Vendor must also obtain an Authority issued ID.

The Departmental Director will notify the Director of Administration that Authority photo ID must be issued to a contractor or vendor for access to sensitive or critical areas of Authority property via the Appendix A Form. 24 hour notice should be provided by the Director in charge of the job.

1. The Contractor/Vendor must appear at the Headquarters building and provide the following information to be logged into the Contractor/Vendor ID database:
 - a. Name
 - b. Company
 - c. Photo ID and number
 - d. Vehicle Make, Model, and License Plate Number
 - e. Location on facility they are working
 - f. NYSBA Director responsible for Contractor/ Vendor
 - g. Expected Duration of Project
 - h. Vendor access level
2. The Director of Administration or their designee shall issue the ID to the Contractor/Vendor.
3. The Director of Administration will notify each facility, the Department in charge of the work, and the Command Center that the Contractor/Vendor's clearance level and work area has been designated.
4. After the ID is issued, the Contractor/Vendor may go to the site and at the site present the valid NYSBA ID for each person who has arrived on site and the following information must be logged:
 - a. Date
 - b. Time (arrival and departure)
 - c. Contractor/Vendor Employee Name
 - d. Photo ID type and number
 - e. Vehicle Make, Model, and License Plate Number
 - f. Company
 - g. Location on facility they are working
 - h. NYSBA Director responsible for Contractor/ Vendor
 - i. Vendor access level
5. The ID's are valid for 1 year from the date of issuance. It is the responsibility of the Director in charge of the work to ensure the Contractor returns the ID to the Administration Department with failure to return the ID potentially leading to a withholding of final payment.

Level 5: Sensitive or Critical Area Access on an Intermittent and/or Long Term Basis and/or Multi-Facility with an Inspecting Engineer

Contractors working on our facilities on inspected projects, long term projects, or deemed by the Departmental Director to be critical or sensitive in nature and requiring another level of access control, must be certified by either Secure Workers Access Consortium (SWAC) or Transportation Workers Identification Credential (TWIC).

Intermittent or Long Term work is defined as work generally lasting greater than 3 weeks of consecutive work or intermittent work expected to last greater than 3 weeks in a calendar year; or as defined by the Executive Director or their designee.

If the Contractor/Vendor is deemed by the Authority to require this type of clearance prior to commencing work, the requirements shall be written into the contract and/or work order.

For Employees who park within the Contractor's Secured Area, no NYSBA parking pass is required.

The Inspecting Engineer on any long term project will be responsible for checking the daily work roster against the SWAC/TWIC list to verify each employee has had a background check conducted, and is current with their membership. If they are not current, the Contractor/Vendor will be notified and the employee removed from the site until their certification has been updated.

The following policy applies to Contractors/Vendors working on long term projects and projects inspected by our independent engineers:

1. Each day the Contractor/Vendor is working on Authority facilities that meet the above criteria, the Contractor/Vendor must submit a list of all employees expected to work on the project to our Inspecting Engineer. This list will be used to verify that all workers on site have either SWAC/TWIC certification. This list shall contain the following information:
 - a. Full Legal Name
 - b. Date of Birth
 - c. SWAC/TWIC identification number
2. This list shall also be submitted to the Command Center and Bridge office for verification of who is on site at all times work is being conducted. The Command Center and Bridge office will be responsible for logging that they have received this list in the Event Logger.

Keys and Facility Access by Contractors

No contractor may keep their own locks on any part of the Authority's facility without designated Authority personnel having an access key. The contractor shall have no expectation that their equipment will not be accessible to Authority personnel for any reason when it is on Authority property. The Authority will not be responsible for any damage to equipment left on Authority property.

Only crew foreman and those designated by the lead contractor will be assigned keys to access portions of our facilities and only for the areas in the purview of their assigned work. There will be a log kept by the bridge office and updated daily for the keys issued including the following information - date, time, name, photo ID type and number, vehicle information, company they work for, and where/what on the facility they will be working on, and the key number given to the employee.

Note that the Authority reserves the right to deny or revoke access to any contractor and/or contractor's employee for any reason. Additionally, the Executive Director or their designee has the right to add or subtract requirements for any facility as necessary while ensuring the safety and security of our facilities.

**Offerer Disclosure of Prior
Non-Responsibility Determinations**

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The New York State Bridge Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.

New York State Bridge Authority
BA-2015-OO-007-IT System Wide Network Services
Offerer Disclosure of Prior Non-Responsibility Determinations

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

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

NYS Finance Law §139-k(2)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

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

By: _____ Date: _____
_____ Signature

Name: _____

Title: _____

New York State Bridge Authority
BA-2015-OO-007-IT System Wide Network Services
Offerer's Affirmation of Understanding of and Agreement
pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A NYS Bridge Authority must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Contractor submits its proposal or bid.

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

**Offerer's Certification of Compliance
with State Finance Law §139-k(5)**

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

The New York State Bridge Authority must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

New York State Bridge Authority
BA-2015-OO-007-IT
System Wide Network Services

Offerer's Certification of Compliance with State Finance Law §139-k(5)

Offerer Certification:

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name:

Contractor Address:

**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 Identities</u> : If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , <u>Other Identity</u> , 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 Type</u> – 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 Number</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS Number</u>			

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

I. LEGAL BUSINESS ENTITY INFORMATION

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

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

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

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

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

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

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

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

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

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

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

IDENTIFYING INFORMATION

a) Reporting Entity Name

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

Telephone

ext.

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

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes

No

If "Yes," enter DUNS Number

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

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

Name

Title

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

INSTRUCTIONS FOR SECTIONS III THROUGH VII

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

III. LEADERSHIP INTEGRITY	
<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 Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No 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 Other
For each “Yes” or “Other” explain:	

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended</u> or <u>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 No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes 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 No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes 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 No
For each “Yes,” explain:	

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

V. INTEGRITY – CONTRACT AWARD		
<i>Within the past five (5) years, has the reporting entity:</i>		
5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ?	—	Yes No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ?	—	Yes No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ?	—	Yes No
For each “Yes,” explain:		

VI. CERTIFICATIONS/LICENSES		
<i>Within the past five (5) years, has the reporting entity:</i>		
6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> 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 <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	—	Yes No
For each “Yes,” explain:		

VII. LEGAL PROCEEDINGS		
<i>Within the past five (5) years, has the reporting entity:</i>		
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	—	Yes No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	—	Yes No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ?	—	Yes No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	—	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 <u>government entity</u> 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 <u>government entities</u> 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 <u>government entity</u> ?	—	Yes No
For each “Yes,” explain:		

**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?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.		
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If “Yes,” provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.		
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If “Yes,” provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as “Initiated,” “Pending” or “Closed.” Provide answer below or attach additional sheets with numbered responses.		
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<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.		

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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>9.1 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.</p>	Yes <input type="checkbox"/> No
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<p>9.1 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</p> <p>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</p>	Yes <input type="checkbox"/> No
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If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

<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>	Yes <input type="checkbox"/> No
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If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

<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>	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>	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>	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>	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>	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>	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>	Yes <input type="checkbox"/> No

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

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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.	Yes No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name	Telephone	Fax
	ext.	
Title	Email	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
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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.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands 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
- is 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 _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public