



DIVISION OF FINANCIAL ADMINISTRATION

NOTICE

REQUEST FOR PROPOSAL #2985

General Counsel

Date: April 10, 2025

Proposal Due Date: Wednesday April 30, 2025, at 2:00 PM EST

To Prospective Proposers: This notice is being issued to inform prospective proposers that no questions were asked during the Q&A period.

All other terms and conditions remain unchanged.



Office of General Services

Request for Proposal #2985

Solicited by the

New York State Office of General Services

for the benefit of

New York State Community Commission

on Reparations Remedies

for

General Counsel

ISSUE DATE: March 27, 2025

Primary Contact:

Rebecca Beattie

Contract Management Specialist 1

Phone: 518-474-0345

Email: Rebecca.Beattie@ogs.ny.gov

Alternate Contact:

Paige Corning

Contract Management Specialist 3

Phone: 518-474-8209

Email: Paige.Corning@ogs.ny.gov

Alternate Contact:

Erin Datri

Director of APO

Phone: 518-474-5981

Email: Erin.Datri@ogs.ny.gov

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1. Introduction

1.1 Overview of the New York State Community Commission on Reparations Remedies

The New York State Community Commission on Reparations Remedies (the “Commission”, or NYSCCRR) is established to examine the institution of slavery in New York State (NYS) and the extent to which the federal, NYS, and New York local governments supported the institution of slavery. The Commission’s mission includes recommending appropriate remedies and reparations in consideration of its findings and submitting a comprehensive written report of findings and recommendations to the Governor, the Temporary President of the Senate, the Speaker of the Assembly, and the minority leaders of the Senate and Assembly. For more information, please see the legislation establishing the Commission at:

<https://www.nysenate.gov/legislation/bills/2023/S1163/amendment/A>.

The purpose of this Request for Proposal (RFP) is to obtain one Contractor to serve as General Counsel for the NYSCCRR. The Commission seeks a highly skilled and mission-driven team of attorneys, law firm, university legal team, or civil rights organization to serve as General Counsel.

A Proposer may be a qualified individual, research firm, a nonprofit organization, academic institution, or a business entity. Nonprofit organizations, academic institutions, and business entities should identify the lead attorney and all other team members in their proposal. The successful Proposer will be required to execute a Contract that includes standardized terms and conditions. The Contract form is attached as Appendix C.

Individuals, research firms, nonprofit organizations, academic institutions, and business entities with expertise in legal research and civil rights laws are encouraged to submit a proposal.

1.2 Designated Contacts

In compliance with the Procurement Lobbying Law, Rebecca Beattie, Contract Management Specialist 1, OGS Division of Financial Administration, Agency Procurement Office, is designated as the PRIMARY designated contact for this Solicitation and may be reached by e-mail or phone for all inquiries regarding this Solicitation at:

Rebecca Beattie, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-0345
E-mail: Rebecca.Beattie@ogs.ny.gov

In the event the PRIMARY designated contact is not available; the alternate designated contacts are:

Paige Corning, Contract Management Specialist 3
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242

Phone: 518-474-8209
E-mail: Paige.Corning@ogs.ny.gov

Erin Datri, Director of the Agency Procurement Office
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-5981
E-mail: Erin.Datri@ogs.ny.gov

For inquires related specifically to the Minority and Women-Owned Business Enterprises (MWBE) requirements of this Solicitation, the designated contact is:

Joshua Quiles, Compliance Specialist 2
NYS Office of General Services
Office of Business Diversity / MWBE / SDVOB
29th Floor, Corning Tower Bldg., Empire State Plaza
Albany, NY 12242
Phone: 1-518-408-0432
Email: OGS.sm.MWBE@ogs.ny.gov

For inquires related specifically to the Service-Disabled Veteran-Owned Businesses (SDVOB) requirements of this Solicitation, the designated contact is:

NYS Office of General Services
Division of Service-Disabled Veterans' Business Development
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-2015
E-mail: veteransdevelopment@ogs.ny.gov

For inquiries related specifically to insurance requirements of this Solicitation, contact:

NYS Office of General Services
Bureau of Risk and Insurance Management
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-473-0310
Email: ogs.sm.insrev@ogs.ny.gov

1.3 Key Events

The table below outlines the tentative schedule for important action dates.

Action	Date
OGS Issues RFP #2985	March 27, 2025
Deadline for Submission of Proposer Questions	April 4, 2025
OGS Issues Responses to Written Questions (estimated)	April 18, 2025

Proposal Due Date	April 30, 2025 at 2:00 PM EST
Interviews	To Be Determined
Contract Start Date	Upon OSC approval

1.4 Minimum Proposer Qualifications

Proposers are advised that the State’s intent is to ensure that only responsive, responsible, qualified, and reliable Contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualifications to be a pre-requisite in order to be considered a qualified Proposer for purposes of the Solicitation. Proposers not meeting the qualifications below will be disqualified.

The minimum requirements listed below (A and B) **must** be met by each Proposer or the lead attorney if the Proposer is a nonprofit organization, academic institution, or business entity:

- A. Juris Doctor degree from an accredited law school with admission to the NYS Bar.
- B. Minimum of seven years of experience in civil rights law, policy advocacy, or government affairs; preferably reparative justice and systematic inequities.

1.5 Glossary of Terms

“**Commission**”, or “**NYSCCRR**” shall mean the New York State Community Commission on Reparations Remedies.

“**Contract**” shall mean the contract entered into between OGS and the successful Proposer. The form of Contract that the successful Proposer will be expected to execute is attached hereto as Appendix C.

“**Contractor**” or “**General Counsel**” shall mean a successful Proposer awarded a contract pursuant to this Solicitation.

“**Issuing Office**” shall mean the New York State Office of General Services Division of Financial Administration, Agency Procurement Office.

“**OGS**” shall mean the New York State Office of General Services.

“**OGS Commissioner**” shall mean the Commissioner of the New York State Office of General Services or their duly authorized representative.

“**OSC**” shall mean the Office of the New York State Comptroller.

“**Proposer**,” “**Bidder**,” or “**Offeror**” shall mean any person, partnership, firm, corporation, or other authorized entity submitting a proposal to the State pursuant to this Solicitation.

“**Request for Proposal**,” “**RFP**,” or “**Solicitation**” shall mean this document.

“**Services**” shall mean the tasks assigned to the Contractor as provided in this Solicitation or the contract resulting therefrom.

“**State**” shall mean the People of the State of New York, which shall also mean the New York State Office of General Services.

2. Scope of Services

2.1 Services

Reporting to the Executive Director, the General Counsel shall provide expert legal guidance to support the Commission, ensure compliance with legal frameworks, and guide the Commission in fulfilling its critical mission. This position is pivotal in offering policy analysis, identifying systemic barriers to reparative recommendations, and proposing actionable viable solutions for implementing reparative justice initiatives. The General Counsel, under this Contract, shall not represent the Commission or State of New York in any litigation or judicial action.

The General Counsel's lead attorney shall collaborate closely with the Executive Director, Commission members, and stakeholders to address structural inequities, advance reparative legislative efforts, and develop pathways for implementing the Commission's findings and reparative recommendations.

2.2 Service Requirements

A. Legal Advisory and Compliance

- i. The lead attorney shall serve as the principal legal advisor to the Executive Director and the Commission and manage all activities of the legal team.
- ii. Ensure all Commission activities adhere to NYS and federal legal frameworks.
- iii. Provide expert counsel on legal matters related to public hearings, research initiatives, and policy recommendations.
- iv. Identify and mitigate legal or legislative barriers to implementing the Commission's recommendations.

B. Policy Analysis and Legislative Support

- i. Analyze existing NYS laws and policies that perpetuate systemic inequities against Black New Yorkers and propose amendments or new legislation to redress these issues.
- ii. Develop viable strategies to navigate legislative and regulatory hurdles.
- iii. Work with lawmakers, advocacy groups, and stakeholders to advance reparative policies and recommendations.

C. Research and Historical Context

- i. Collaborate with the Commission's research historian(s), research and policy analyst(s), and economist(s) to examine policies contributing to systemic inequities that harm Black New Yorkers.
- ii. Use historical insights to provide legal analysis and develop viable policy solutions.
- iii. Assist in interpreting research findings to frame recommendations for reparative justice.

D. Strategic Implementation of Recommendations

- i. Work closely with the Executive Director to define and outline comprehensive strategies for implementing the Commission's findings and recommendations.

- ii. Develop legal and administrative frameworks and language for creating reparative policies, programs, and legislation.
- iii. Provide guidance on the feasibility and establishment of a bureau or agency to administer remedies and reparations.
- iv. Identify historical and current legislative actions opposing reparations in other states to revise this Commission's recommendations if necessary.

E. Collaboration and Stakeholder Engagement

- i. Act as the primary legal liaison between the Executive Director, the Commission, State agencies, and stakeholders.
- ii. Collaborate with policymakers, community leaders, and advocacy groups to build consensus and advance the Commission's agenda.
- iii. Engage with impacted communities to ensure recommendations resonate with their lived experiences and needs.

2.3 Desired Skills

- A. Strong understanding of NYS' historical involvement in slavery and its legacy of systematic inequities.
- B. Proficiency in research and analysis, with the ability to develop clear, actionable legal recommendations.
- C. Exceptional communication and interpersonal skills to engage with diverse collaborators.
- D. Proven ability to draft legislation and navigate complex legal frameworks.
- E. Experience working with commissions, task forces, or similar entities addressing reparations or social justice issues.
- F. Familiarity with the NYS Reparations Bill and related legislative efforts.

2.4 Working Conditions

The Commission operates with a commitment to equity and social justice, guided by a diverse team of professionals. There is no office location for the Commission, and the General Counsel will be expected to provide its own laptop and other resources to work remotely. Business meetings and public hearings of the Commission will be held at various locations throughout the State, and the General Counsel may be expected to travel to those locations to attend meetings and engage with community members. The role requires flexibility in working hours to accommodate various meetings and public engagements.

The NYSCCRR values diversity. It is dedicated to fostering an inclusive environment where individuals from various backgrounds and experiences are welcomed and empowered to contribute to our mission.

2.5 Contractor's Compensatory Liability

In the event that the Contractor fails to complete any of the specified services within the timeframe required, the NYS Community Commission on Reparations Remedies reserves the right to have such work completed either by another contractor or with in-house staff. In any such event, the contractor shall be

liable to reimburse the NYS Community Commission on Reparations Remedies for all costs incurred to complete the work. The NYS Community Commission on Reparations Remedies further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

2.6 Warranties

Contractor warrants that the services acquired under this Contract will be provided in a professional manner in accordance with industry standards.

2.7 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the Commission or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the Commission to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, State, and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

3. Proposal Submission

3.1 RFP Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via e-mail to the PRIMARY Designated Contact:

Rebecca Beattie, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, New York 12242
Phone: 518-474-0345
E-mail: Rebecca.Beattie@ogs.ny.gov

All questions should cite the page number, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the RFP. The deadline for submission of any questions/clarifications regarding this RFP are listed in **Section 1.3 - Key Events**. Questions received after the deadlines may not be answered. Proposers are strongly encouraged to submit questions as soon as possible. Answers to all questions of a substantive nature will be provided to all Proposers in the form of a question-and-answer document that will be posted on the OGS website as an addendum at <https://ogs.ny.gov/procurement/bid-opportunities>. The question-and-answer document will **not** identify the Proposer asking the question. Any additional addenda will be posted to the same location. Any oral information obtained from, or statements made by, representatives of OGS shall not be construed as in any way amending this RFP or the Contract. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of this RFP or the Contract.

3.2 Proposal Format and Content

For the State to evaluate proposals fairly and completely, Proposers are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the proposal.

Proposers are encouraged to include all information that may be deemed pertinent to their proposal. Proposers may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Proposer's original proposal. If further clarification is needed during the evaluation period, OGS will contact the Proposer.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the Proposer is able to fulfill the requirements of any contract resulting from this Solicitation.

3.2.1 Technical Proposal

No overt reference to **cost** shall be made in the technical proposal. Please ensure that all the below items are addressed in the order presented here in your technical proposal. Each firm's technical proposal will

be evaluated on the criteria listed below to determine Proposer's ability to successfully provide the Services. Please keep proposals as concise as possible.

The Technical Proposal shall include the following:

3.2.1.1 Cover Letter

The cover letter should confirm that the Proposer understands all the terms and conditions contained in this Solicitation and will comply with all the provisions of this Solicitation. Also, the cover letter should highlight the Proposer's experience in civil rights law, policy advocacy, and/or government affairs. Further, the cover letter should confirm that the Proposer understands that should the contract be awarded to the Proposer, it would be prepared to begin Services on the date indicated in **Section 1.3 - Key Events**. The cover letter should also include the full contact information of the Proposer's representative that OGS shall contact regarding the proposal. A Proposer representative authorized to make contractual obligations must sign the cover letter.

3.2.1.2 Proof of Minimum Proposer Qualifications

Proposers must include specific details regarding scope of services, **including names of the clients the services were provided for, description of services provided, and term of service** to prove their ability to meet the minimum qualifications as set forth in Section 1.4. Failure to provide clear information to allow OGS to verify the minimum qualifications have been met may result in rejection of your Proposal.

- A. Proposer (or the lead attorney if the Proposer is a nonprofit organization, academic institution, or business entity) must possess a minimum of seven years of experience in civil rights law, policy advocacy, or government affairs; preferably reparative justice and systematic inequities.
 - i. Proposers must provide sufficient references that prove the seven years of experience required in Section 1.4, B.
- B. Proposer (or the lead attorney if the Proposer is a nonprofit organization, academic institution, or business entity) must have a Juris Doctor degree from an accredited law school with admission to the NYS Bar.
 - i. Proposers must include a copy of their degree or official transcript.

3.2.1.3 Proposer's Experience and Qualifications

The Proposer shall submit the following information:

- A. Resume(s) that describe the experience of all individuals who shall be providing the services under this contract, and their history working with commissions, task forces, or similar entities addressing reparations or social justice issues.
- B. Describe the Proposer's familiarity with the NYS Reparations Bill and related legislative efforts.
- C. Sample documents that prove ability to draft legislation and navigate complex legal frameworks.

Note that OGS will contact the references to verify the information provided; the Proposer is solely responsible for the availability of the submitted references.

3.2.1.4 Proposer's Approach to the Services

The Proposer shall submit the following information:

- A. Description of how the Proposer shall approach services for each of the services listed in Section 2.2 – Service Requirements.
- B. Demonstrate your understanding of the Commission's missions and complexities of the issues it addresses.

3.2.2 Cost Proposal

Proposers shall submit a completed Attachment 1 – Cost Proposal Form, in a separately sealed package within the proposal submission, and must be clearly identified as the "Cost Proposal". Each item must be completed with no lines omitted.

Proposers shall propose two blended hourly rates; one rate for attorneys, and one rate for paralegals/law clerks. Blended hourly rates shall include all fixed overhead costs including but not limited to expenses for word processing, secretarial or clerical work, office expenses, and similar routine expenses not expressly related to Commission business.

There is no need to account in the Cost Proposal for travel expenses incurred on behalf of the Commission because Contractor may bill for out-of-pocket travel expenses (only in accordance with NYS Travel Guidelines <https://www.osc.ny.gov/files/state-agencies/travel/pdf/agencies-travel-manual-attachment.pdf>). Any extraordinary expenses will be incurred only after discussion and agreement between Contractor and the Commission Chair. Billings for actual expenses incurred must be substantiated and documented.

Proposers shall not provide alternative pricing or deviate from the Attachment 1 – Cost Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the proposal.

3.2.3 Administrative Documentation

Proposers shall submit:

- A. All required completed forms from RFP Appendix B.
- B. MWBE. This procurement includes MWBE participation goals of which all proposers must comply. Refer to Appendix E of this Solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement. (<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>)
- C. Signed proposal addenda (if any)
- D. Important Notes:
 - 1. Insurance – Proposers are reminded of the insurance requirements as described in Appendix D. The selected Proposer will be required to provide all necessary documentation upon notification of selection.
 - 2. Vendor Responsibility - Proposers are reminded of the requirement as described in Section 6.8 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to proposal submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last six months.

3. SDVOB Requirements- Proposers are reminded of the requirements as described in Section 6.11.
4. Document Consistency - An award will only be made to the entity which has submitted proposal. All submitted documents must be consistent with official name of proposing entity, FEIN, and New York State Vendor ID number.

Note: Please note that all proposals must be completed in ink or machine produced. Proposals submitted handwritten in pencil will be disqualified.

3.3 Packaging of RFP Response

The technical, cost, and administrative proposals (see Section 3.2 – Proposal Format and Content) should be separated and identified within the submission package as follows:

- A. Technical – One original.
- B. Cost – One original of Attachment 1 – Cost Proposal Form clearly marked “Cost Proposal” in a separate sealed envelope.
- C. Administrative - One original of all required completed forms and information as stated in Section 3.2.3 – Administrative Documentation.

Please provide one duplicate digital record (USB or Thumb Drive) containing the technical, cost, and administrative proposals. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

All proposal documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- A. Proposer 's complete name and address
- B. Solicitation Number – 2985
- C. Proposal Due Date and Time: **(as stated in Section 1.3 - Key Events)**
- D. Proposal for New York State Community Commission on Reparations Remedies for General Counsel

Failure to complete all information on the proposal envelope and / or packages may necessitate the premature opening of the proposal and may compromise confidentiality.

3.4 Instructions for Proposal Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Proposers who furnish all required information and meet the mandatory requirements will be considered.

Submit all required proposal documents, to the New York State Office of General Services - Division of Financial Administration, Agency Procurement Office, at the following address:

New York State Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower, Empire State Plaza
Albany, NY 12242
Attn: Rebecca Beattie
Proposal #2985

E-MAIL OR FAX PROPOSAL SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Proposer for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

Proposals must be received in the above office on or before 2:00 PM on the date indicated in Section 1.3 - Key Events. Proposers assume all risks for timely, properly submitted deliveries. Proposers mailing their proposal must allow sufficient mail delivery time to ensure receipt of their proposal at the specified location no later than the specified date and time.

The received time of proposals will be determined by the clock at the above noted location.

Any proposal received at the designated location after the established time will be considered a late proposal. A late proposal may be rejected and disqualified from award. Notwithstanding the foregoing, a late proposal may be accepted in the OGS Commissioner's sole discretion where (i) no timely proposals meeting the requirements of the Solicitation are received, or (ii) the Proposer has demonstrated to the satisfaction of the OGS Commissioner that the late proposal was caused solely by factors outside the control of the Proposer. However, in no event will the OGS Commissioner be under any obligation to accept a late proposal. The basis for any determination to accept a late proposal shall be documented in the procurement record.

Proposals must remain open and valid for 90 days from the due date, unless the time for awarding the Contract is extended by mutual consent of OGS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, after such 90-day period until either tentative award of the Contract by the Issuing Office is made or withdrawal of the proposal in writing by the Proposer. Tentative award of the Contract shall consist of written notice to that effect by the Issuing Office to the successful Proposer. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Proposals:

Building access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering proposals. **Vendors are encouraged to pre-register by contacting the Agency Procurement Office at 518-474-5981 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the Issuing Office. The Issuing Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Vendors who intend to deliver proposals or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time. Visitor parking information can be viewed at the following OGS web site: <https://empirestateplaza.ny.gov/parking>.

The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any Services performed prior to the issuance of a contract.

4. Evaluation and Selection Process

4.1 Proposal Evaluation

Proposals will be evaluated for best value to the State and scored based upon the criteria set forth in this section. A team of OGS employees will evaluate each proposal and initially determine whether a proposal is responsive to the requirements of this Solicitation.

Proposals determined responsive will be evaluated by a team consisting of Commission members and NYS employees (the "Evaluation Team") using a 1000 Point Scale. Percentages listed in categories A through D in Section 4.1.1 – Evaluation Categories will determine how many points a proposal is given for each Evaluation Category. For example, Category A – Experience and Qualifications is worth 30% of total available points, or a maximum of 300 Points.

4.1.1 Evaluation Categories

The Evaluation Team will evaluate each responsive technical proposal in accordance with the following criteria:

- A. EXPERIENCE AND QUALIFICATIONS 30%**
Each proposal will be evaluated as to the quality of the Proposer's experience (including that of its proposed employees) and length of service in both the industry and the proposed employees' length of service with the Proposer, demonstrating its ability to perform the Services.

- B. APPROACH TO SERVICES 35%**
Each proposal will be evaluated as to the completeness of accomplishing the scope of Services and the extent to which the Proposer meets the goals and requirements of this RFP.

- C. MWBE, SDVOB OR SBE STATUS 5%**
Proposers that are a MWBE, SDVOB or SBE as defined in Executive Law Section 310(20) will receive an additional 5%. Note: Although a Proposer may meet more than one category, credit is only awarded once.

- D. COST 30%**
The cost proposal with the lowest proposed total cost will be given 300 points. Each subsequent proposal will receive a proportionate number of points based on the difference between the cost of the highest/lowest proposal and the cost of the proposal being evaluated ((lowest cost proposal/proposal being evaluated) x number of available points).

4.1.2 Preliminary Score and Down Selection

Each cost proposal score (Category D) will be added to the technical proposal score (Categories A – C) to develop the total preliminary score. The firms with the three highest total preliminary scores will be the finalist firms and are required to attend an interview with OGS, including all of their Key Personnel referenced in their submitted proposal.

4.1.3 Interviews

As indicated above, finalist firms will present to the evaluation team on a date, time, and location to be designated by the Commission. Eligible Proposers, using the down select process, will be invited to a virtual interview via Teams, with OGS and the Commission.

The interview should be attended by the Key Personnel proposed in the RFP. The interview is the proposer's opportunity to answer questions from the Commission, present the staff working on this project, and speak to their approach to Services.

An interview would not be an opportunity to introduce supplemental submission information. Rather, the Proposer will be requested to speak upon the major points of its submitted proposal, including Key Personnel. The Evaluation Committee may ask questions related to the technical scope of the proposal. Information learned during the interview will be considered in the technical scoring. The presence of Contractor Key Personnel is required. OGS and Commission personnel conducting the interview must not inquire about any cost components of proposals and interviewees must not offer any information regarding cost components of their proposals. Any mention of cost components of the proposal may result in rejection of the proposal.

Vendors may maintain the confidentiality of their client or information proprietary to their client as deemed necessary.

4.1.4 Recalculation

Cost proposals (Category D.) will be recalculated using only the cost proposals from the finalist firms, as described above in this section, Cost Proposal Evaluation (30%).

Following the interviews, the evaluation team may adjust their technical scores for Categories A and B.

The recalculated scores for Categories A - D will be combined to develop the final technical and cost score (100%).

4.1.5 Final Composite Score

Scores from each of the Proposers will be totaled, and the Proposer having the highest score will be ranked number one; the Proposer with the second highest total score will be ranked number two, and so on.

4.2 Notification of Award

After the evaluation, all Proposers will be notified of the name of the selected Proposer. The selected Proposer will be notified that its submitted proposal has been selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal, become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this Solicitation shall not be made without prior written approval from the Issuing Office.

5. Administrative Information

5.1 Issuing Office

This RFP is being issued by the OGS Division of Financial Administration, Agency Procurement Office, for the benefit of the NYS Community Commission on Reparations Remedies.

5.2 Contract Award

One Contract shall be awarded under this solicitation to the responsive and responsible Proposer receiving the highest point total using the evaluation criteria listed in Section 4 - Evaluation and Selection Process, affording the best value to the State.

Upon determination of the best value proposal, a Contract in the form attached hereto as Appendix C will be delivered to the successful Proposer for signature and shall be returned to the Issuing Office for all necessary NYS approvals. The Contract will require approval from the NYS Office of the Attorney General (AG) and the NYS Office of the State Comptroller (OSC) before it becomes valid and effective. Upon final approval, a fully executed Contract will be delivered to the Contractor.

The Grand Total amount proposed by the selected Contractor, shall be used to establish the contract value. The established contract value shall not be exceeded.

A discount for early payment does not affect proposal amounts nor is it considered in making awards, except that a discount may be considered in resolving tie proposals.

5.3 Term of Contract

The Term of the Contract shall commence upon OSC approval and will be in effect for one year, with two optional one-year renewals. However, the contract Services are expected to be completed within one year. The option to extend the contract for the additional years shall be solely determined by the Commission. As set forth in the Contract, the Contract may be terminated for convenience upon 30 days' notice. Upon the completion of the Commission's work and after any necessary close out activities, OGS and the Commission anticipate that the Contract will be terminated for convenience.

5.4 Price

Proposers must provide pricing in the manner described in Section 3.2.2 – Cost Proposal above using Attachment 1 – Cost Proposal Form. Any deviations, alterations, qualifiers, or ranges included with the cost proposal may result in rejection of the proposal.

If the Proposer offers an early payment discount for payments made in less than 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on Attachment 1 - Cost Proposal Form, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If the Proposer offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days).

A discount for early payment does not affect proposal amounts nor is it considered in making awards, except that a discount may be considered in resolving tie proposals.

5.5 Method of Payment

Invoices will be processed monthly in accordance with established procedures of the OGS and OSC and payments will be subject to the prompt payment provisions of Article 11-A of the New York State Finance Law as more fully set forth in the Contract.

5.6 Electronic Payments

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by OGS, in the OGS Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Contractor must arrange for electronic payment through the New York State Statewide Financial System (SFS) Vendor Portal. Information regarding SFS Vendor Portal is available at the following website: <http://www.sfs.ny.gov/index.php/vendors>. If Contractor doesn't have SFS Vendor Portal credentials, it may request them via e-mail at Helpdesk@sfs.ny.gov, or phone at (518) 457-7717. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the OGS Commissioner has expressly authorized payment by paper check as set forth above.

5.7 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any Solicitation requirement. The term "Solicitation requirement" as used herein shall include any and all terms and conditions included in the Solicitation documents. Proposers should be aware that failure to obtain a waiver of any proposal requirement in advance of proposal submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with proposal submission, may result in rejection of Proposer's proposal and disqualification from the bidding process.

Proposers wishing to obtain an exemption or waiver for any part of this Solicitation must contact the Issuing Office in writing by the questions due date as identified in the Key Events section. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the answers to questions as identified in the Key Events section (if the response results in a change to the Solicitation), or directly to the requesting vendor.

5.8 Dispute Resolution

It is the policy of the OGS to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards, and contract administration. OGS encourages vendors to seek resolution of disputes informally, through consultation with OGS staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in Section 1.2 of the Solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

5.9 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, the singular word shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms “hereby,” “hereof,” “hereto,” “herein,” “hereunder,” and any similar terms, as used in this RFP, refer to this RFP.

5.10 Balanced Proposals

Prices quoted must be in balance. A proposal is mathematically unbalanced if the proposal is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the proposal must carry its proportionate share of the total cost of the work plus profits.

Proposals with extreme variations, or where obvious unbalancing of unit prices has occurred, will be thoroughly evaluated by OGS. Out-of-balance proposals may be rejected in whole or in part; however, OGS reserves the right to negotiate prices with the Proposer to balance unbalanced pricing.

5.11 Examination of RFP and Contract Documents

- A. Each Proposer is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the Contract is to be executed.
- B. Each Proposer shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Proposer to fulfill every detail of all the requirements of the documents governing the work. The Proposer, if awarded the Contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such Proposer might have fully informed itself prior to bidding.
- C. Any Proposer in doubt as to the true meaning of any part of the specification or the proposed Contract shall submit to Rebecca Beattie, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242 e-mail: Rebecca.Beattie@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all Proposers must be informed, such request for interpretation shall be delivered, in writing, no later than the question due

date listed in Section 1.3 – Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued.

- D. Any addendum issued prior to the proposal due date must be acknowledged by signature, dated and be submitted as part of the Administrative Proposal. In awarding a contract, any addenda will become a part thereof.
- E. Any oral information obtained from, or statements made by, representatives of OGS at the time of examination of the documents, pre-proposal conference, or interview shall not be construed as in any way amending this RFP or the Contract. Only such corrections or addenda as are issued, in writing, to all Proposers shall become a part of the contract.

5.12 Debriefings

Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Proposer may request a debriefing regarding the reasons that the proposal submitted by the Proposer was not selected for award. Requests for a debriefing must be made within fifteen calendar days of notification by OGS that the proposal submitted by the Proposer was not selected for award. Requests should be submitted in writing to the Designated Contact identified in Section 1.2 of the Solicitation.

5.13 Procurement Rights

New York State reserves the right to:

- A. Reject any and all proposals received in response to this Solicitation.
- B. Disqualify a Proposer from receiving the award if the Proposer, or anyone in the Proposer's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Correct Proposers' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Proposer.
- D. Adjust any Proposer's expected costs of the proposal price based on a determination of the evaluation committee that the selection of the said Proposer will cause the State to incur additional costs.
- E. Utilize any and all ideas submitted in the proposals received.
- F. Negotiate with Proposers responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- G. Begin contract negotiations with another Proposer in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
- H. Waive any non-material requirement not met by all Proposers.
- I. Not make an award from this Solicitation.
- J. Make an award under this Solicitation in whole or in part.
- K. Make multiple contract awards pursuant to the Solicitation.

- L. Have any service completed via separate competitive proposal or other means, as determined to be in the best interest of the State.
- M. Seek clarifications of proposals.
- N. Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP.
- O. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- P. Waive any requirements that are not material.
- Q. If two or more proposals are found to be substantially equivalent, the OGS Commissioner, at their sole discretion, will determine award using the pre-established process. For best value procurements, cost will be the determining factor.

Please Note: The State is not liable for any cost incurred by a Proposer in the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

6. Other Requirements

6.1 Appendix A

Appendix A — Standard Clauses for New York State Contracts, dated June 2023, attached hereto, is hereby expressly made a part of this Solicitation document as fully as if set forth at length herein. Appendix A is a separate document to this RFP and shall be retained for reference by the Proposer.

6.2 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Solicitation shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived said right. No waiver of any breach of this Solicitation at any time in the past shall constitute a waiver of subsequent breach.

6.3 Procurement Lobbying Requirement

Pursuant to State Finance Law § 139-j and § 139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/proposals through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("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 on the first page and in Section 1.2. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor 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 four-year period, the Vendor will be debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>.

6.4 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded State contracts for commodities, Services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and Subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its Subcontractors are required to register to collect State sales and compensating use tax

and Contractors must certify to DTF that each affiliate and Subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Contractor, its affiliate(s), or its Subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the proposal and submitted to the procuring covered agency certifying that the Contractor filed the ST-220-TD with DTF. Proposed Contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with proposal submission). Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

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

6.5 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each proposal will be held in confidence and details of any proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should Proposer believe its proposal contains any such trade secrets or other confidential or proprietary information, Proposer must submit a request to OGS to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. This can be accomplished by completion of the applicable question on the Contractor information page in Appendix B hereto. Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of Proposer.

6.6 Subcontractors

The State will contract only with the successful Proposer who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the Solicitation and the contract resulting from the Solicitation. When proposing, any known/planned use of Subcontractors must be disclosed in detail with proposal submission. If Subcontractors are to be used for base scope services, it shall be understood that the proposal price includes the cost of the Subcontractor, and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or Subcontractor/Subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this Solicitation.

The Contractor's use of Subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the Subcontractors.

Any Subcontractor shall be subject to the applicable terms, conditions and requirements contained herein. The Contractor shall be responsible for informing the Subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to Rebecca.Beattie@ogs.ny.gov, in writing, the name of each proposed Subcontractor and obtain written consent to such Subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as OGS may require concerning the proposed Subcontractor's ability and qualifications.

6.7 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, Proposers must be registered in the New York State Vendor File (Vendor File) administered by OSC. This is a central registry for all vendors who do business with New York State agencies and the registration must be initiated by a State agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Proposer is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this Solicitation.

If Proposer is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. OGS will initiate the vendor registration process for all Proposers recommended for contract award. Once the process is initiated, registrants will receive an e-mail from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: <http://www.osc.state.ny.us/vendors/index.htm>

Form to be completed: <https://www.osc.state.ny.us/sites/default/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf>

6.8 New York State Vendor Responsibility Questionnaire

OGS conducts a review of Proposers to provide reasonable assurances that the Proposer is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Proposer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business

integrity, and past performance history. By submitting a proposal, Proposer agrees to fully and accurately complete the Questionnaire. The Proposer acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Proposer is responsible, and that the State will be relying upon the Proposer's responses to the Questionnaire when making its responsibility determination.

OGS recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, <https://www.osc.state.ny.us/vendrep/index.htm> or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Proposers opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six months prior to the proposal due date. A Proposer's Questionnaire cannot be viewed by OGS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the proposal opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is awarded a Contract the following shall apply:

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the OGS Commissioner or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The OGS Commissioner or her designees, in their sole discretion, reserve the right to suspend any or all activities under this Contract, at any time, when they discover information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the OGS Commissioner, or their designees issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate State officials or staff, the Contract may be terminated by the OGS Commissioner or her designees at the Contractor's expense where the Contractor is determined by the OGS Commissioner or her designees to be non-responsible. In such event, the OGS Commissioner or her designees may complete the contractual requirements in any manner they may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

6.9 Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-l, every proposal made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or Services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and has caused the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-l, any proposal by a corporate Proposer containing the certification required above shall be deemed to have been authorized by the board of directors of such Proposer, and such authorization shall be deemed to include the signing and submission of such proposal and the inclusion therein of such statement as the act and deed of the Proposer.

If the Proposer cannot make the required certification, such Proposer shall so state and shall furnish with the proposal a signed statement that sets forth in detail the reasons that the Proposer cannot make the certification. After review and consideration of such statement, OGS may reject the proposal or may decide that there are sufficient reasons to accept the proposal without such certification.

The certification required above can be found on Appendix B – Required Forms, which Proposal must submit with its proposal.

6.10 Employee Information to be Reported by Certain Consultant Contractors

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services” (“covered consultant contract” or “covered consultant services”). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these new requirements, the Contractor agrees to complete:

Form A - the Contractor's Planned Employment Form upon proposal submittal.

Form B - the Contractor's Annual Employment Report throughout the term of the Contract by May 1st of each year. The following information must be reported:

For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year:

- 1. Total number of employees employed to provide the consultant services, by employment category.**
- 2. Total number of hours worked by such employees.**
- 3. Total compensation paid to all employees that performed consultant services under such Contract.***

(Information must be reported on the Contractor's Annual Employment Report (Form B) or other format stipulated by OGS.)

***NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.**

Contractor agrees to simultaneously report such information via Form B to the Department of Civil Service, the Office of the State Comptroller and the Office of General Services as designated below:

NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn Executive Office

OR VIA EMAIL: SubmitformB@cs.ny.gov

NYS Office of the State Comptroller
Bureau of Contracts
110 State St, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

OR VIA EMAIL: CDMOST@osc.ny.gov

NYS Office of General Services
Financial Administration
32nd Floor – Corning Tower
Empire State Plaza
Albany, New York 12242

OR VIA EMAIL: ogs.sm.agencyprocurementoffice@ogs.ny.gov

NYS Office of General Services – Financial Administration
RFP #2985 – General Counsel

Attn: Agency Procurement Office

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

6.11 Participation Opportunities For New York State Certified Service-Disabled Veteran-Owned Businesses

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of the economic activity such businesses offer, Proposers/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as Subcontractors, service providers, and suppliers to Contractor. Nevertheless, Proposer/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Proposer/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

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

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

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RFP Appendix B

Required Forms

RFP #2985

Required Forms – Table of Contents

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- NYS Required Certifications
 - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
 - Non-Collusive Bidding Certification
 - Diesel Emission Reduction Act
 - Executive Order No 177 Certification
 - State Finance Law § 139-I Certification
 - Small Business Certification
- Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- ST-220 -TD Taxation & Finance Contractor Certification
(Submitted directly to Taxation & Finance)
- ST-220 -CA Taxation and Finance Covered Agency Certification
- EEO 100- Equal Employment Opportunity Staffing Plan
- MWBE 100- MWBE Utilization Plan
- Contract Consultant Forms A and B

Contractor Information

Solicitation Number

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

Authorized Signature		Date	
Print Name		Title	
Company Name			
Federal ID Number		NYS Vendor ID Number	
Address			
City	State	Zip	County
Telephone Number	Ext	Toll Free Telephone	Ext
Fax Number		Toll Free Fax Number	
Email of Designated Contact			

Please identify if any of the following apply:

New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein.	Yes	No
New York State Certified Minority Owned Business	Yes	No
New York State Certified Woman Owned Business	Yes	No
New York State Certified Service-Disabled Veteran-Owned Business	Yes	No
Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State?	Yes	No
Will New York State Businesses be used in the performance of this contract?	Yes	No
If yes, identify New York State Business(es) that will be used; (Attach identifying information).		
Does your proposal meet all the requirements of this solicitation?	Yes	No

<p>Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm's competitive position? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).</p>	<p>Yes</p>	<p>No</p>
<p>If "Yes", please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary</p>		

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC
ACKNOWLEDGMENT

STATE OF _____ }
: **SS.:**

COUNTY OF _____ }

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

[Check One]

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

Notary Public
Registration No. _____ **State of:** _____

Offerer’s Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York 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.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

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:

A Governmental Entity 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. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract			
Address			
City	State	Zip	
Person Submitting this Form	Title	Date	Contract Procurement Number

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?	No	Yes
<i>If yes, please answer questions 2-4 before proceeding to question 5. If no, please go to question 5.</i>		
2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j	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?	No	Yes
4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.		
Governmental Entity	Date of Finding of Non-responsibility	
Basis of Finding of Non-Responsibility (Add additional pages as necessary)		
5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?	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

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

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 Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

Offerer Certification:			
<i>I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.</i>			
Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

Procurement Lobbying Termination

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

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

- | | | | |
|--|----|-----|---------------|
| 1. have business operations in Northern Ireland | No | Yes | , and if yes: |
| 2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. | No | Yes | |

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

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

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

State Finance Law § 139-I Certification

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

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

Small Business Certifications

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

IS NOT a Small Business as defined in New York State Executive Law § 310(20).

IS a Small Business as defined in New York State Executive Law § 310(20).

"Small Business" is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
 - 1. pays taxes in New York State, or
 - 2. purchases New York State products or materials, or
 - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

IS NOT a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

IS a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

Authorized Signature		Date	
Print Name		Title	
Company Name			
D/B/A – Doing Business As (if applicable)			
Address			
City	State	Zip	

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

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

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

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

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

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

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

Authorized Signature		Date	
Print Name		Title	
Company Name			
Address			
City	State	Zip	

NYS Department of Taxation and Finance - FORMS

CONTRACTOR CERTIFICATION (ST-220-TD 12/11)
CONTRACTOR CERTIFICATION TO COVERED AGENCY
(ST-220-CA 12/11)



Contractor Certification

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

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

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

General information

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

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

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

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

Mail completed form to:

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

Privacy notification

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

Need help?



Visit our Web site at **www.tax.ny.gov**

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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

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

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

Section 1 – Contractor registration status

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

Section 2 – Affiliate registration status

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

Section 3 – Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

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

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

Table with 6 columns: A Relationship to contractor, B Name, C Address, D Federal ID number, E Sales tax ID number, F Registration in progress.

Column A – Enter C in column A if the contractor; A if an affiliate of the contractor; or S if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_ he maintains an office at: _____

Town of _____,

County of _____,

State of _____; and further that:

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

[] (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

[] (If a corporation): _he is the _____
of _____, the corporation described in said instrument; that, by authority of the Board
of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for
purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and
on behalf of said corporation as the act and deed of said corporation.

[] (If a partnership): _he is a _____
of _____, the partnership described in said instrument; that, by the terms of said
partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth
therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said
partnership as the act and deed of said partnership.

[] (If a limited liability company): _he is a duly authorized member of _____
LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument
on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed
the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited
liability company.

Notary Public

Registration No. _____



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

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

(Mark an X in only one box)

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

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

(insert contract number or description)

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that ___ he maintains an office at: _____

Town of _____,

County of _____,

State of _____; and further that:

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?



Visit our Web site at www.tax.ny.gov

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor’s total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor’s total work force, the Offeror shall complete this form for the contractor’s total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors’ total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading “Work force by Gender.”
6. Break down the total work force by race/ethnic background and enter under the heading “Work force by Race/Ethnic Identification.” Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

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

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

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

Enter the total number of employees for each classification:

EEO Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M) (F)		Black (M) (F)		Hispanic (M) (F)		Asian (M) (F)		American Indian or Alaskan Native (M) (F)		Veteran (M) (F)			
Executive/Senior level Officials & Managers																	
First/Mid-level officials & Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
Totals																	

PREPARED BY (Signature):	TELEPHONE NO.: EMAIL ADDRESS:	DATE:
NAME AND TITLE OF PREPARER (Print or Type):		



Instructions for Submitting the MWBE Utilization Plan for Commodities and Services (Form MWBE 100)

Where required in the Solicitation and/or Contract, submit the completed Plan with your bid package on the stated date and time to:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Phone: 518-474-5981

Failure to submit the Plan or obtain a waiver could result in non-award of the Contract.

- **The Plan must contain a detailed description of the supplies and/or services to be provided by each MWBE subcontractor/supplier.**
 - **Complete all items on the form with the exception of the sections marked “For OGS MWBE Use Only.”**
 - **List New York State certified MBE/WBE firms only.** Only MBE/WBE firms certified by Empire State Development’s Division of Minority and Women’s Business Development can be used to meet MWBE Goals. Non-certified firms, or firms that are pending certification, cannot be used toward goal attainment until they are NYS certified.
 - **All listed subcontractors/suppliers will be contacted and verified by OGS.**
 - Bidders/Contractors may attach additional sheets if necessary.
2. To identify New York State certified MWBEs, access Empire State Development’s MWBE directory at: <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp> For additional information regarding this directory, please call The Empire State Development Corporation at (212) 803-2414 (Downstate) or (518) 292-5250 (Upstate). Additionally, you may contact the OGS MWBE office designated contacts at (518) 486-9284 which will, upon request, provide you with a listing of certified MBE/WBE firms.
 3. Pursuant to 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Actions that do not constitute good faith efforts by Contractors to solicit NYS Certified MWBEs to participate in the Contract include, but are not limited to, the following:
 - (1) Self-performance of tasks on a project.
 - (2) Not engaging an MWBE because it did not submit the lowest quote for work or materials.
 4. OGS will review the submitted Plan and advise Bidder/Contractor of OGS’s acceptance or deficiency within twenty (20) days of its receipt. Bidder/Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify Bidder/Contractor and direct Bidder/Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. The approved Plan will be posted on the OGS website within ten (10) days of Contract Award. Any changes to the Plan must be approved by OGS.



NYS Office of General Services
Financial Administration - Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

MWBE UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation #

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Minority and Women-owned Business Enterprises (MWBE) under the contract.

BIDDER/CONTRACTOR INFORMATION table with fields for Bidder/Contractor Name, NYS Vendor ID, Address, Telephone Number, and Contract Work Location/Region.

CONTRACTOR INFORMATION table with fields for Prepared by (Signature), Name and Title of Preparer, Telephone Number, and Date.

Email Address:

IF UNABLE TO MEET THE MBE AND WBE GOALS SET FORTH IN THE SOLICITATION/CONTRACT BIDDER/CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (FORM BDC 333)

MWBE Subcontractor/Supplier Name and MWBE Certification (MBE/WBE) fields.

Please identify the person you contacted, Federal Identification No., and Telephone No. fields.

Address and Email Address fields.

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending):

MWBE Subcontractor/Supplier Name and MWBE Certification (MBE/WBE) fields.

Please identify the person you contacted, Federal Identification No., and Telephone No. fields.

Address and Email Address fields.

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending):

FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature, Accepted, Accepted as Noted, and Notice of Deficiency checkboxes.

NAME (Please Print), MBE %/\$, WBE %/\$, Date Received, and Date Processed fields.

Comments:

NYS CERTIFIED MWBE SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528

Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
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MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

MWBE Subcontractor/Supplier Name:	MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only)		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____%			

Employee Information To Be Reported By Certain Consultant Contractors

Instructions for Completing Form A and B

Form A and Form B should be completed for contracts for consulting services in accordance with the following

Form A - Contractor's Planned Employment (to be completed and submitted with bid/quote)

- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the planned employees to provide services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category to be employed to provide services under the contract including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours to be worked by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category.

Form B – Contractor's Annual Employment Report. (to be completed by May 1st of each year for each consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year and submitted to the Department of Civil Service, Office of the State Comptroller and Office of General Services)

- **Scope of Contract:** choose a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** enter the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at online.onetcenter.org to find a list of occupations.)

- **Number of Employees:** enter the total number of employees in the employment category employed to provide services under the contract during the report period, including part time employees and employees of subcontractors.
- **Number of hours:** enter the total number of hours worked during the report period by the employees in the employment category.
- **Amount Payable under the Contract:** enter the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the report period.

<p>OSC Use Only: Reporting Code: Category Code:</p>
--

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

Contracting State Agency Name: Contract Number: Contract Term: to Contractor Name: Contractor Address: Description of Services Being Provided:	Agency Code:
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Scope of Contract (Choose one that best fits):

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

O*Net Employment Category (see O*Net on-line at online.onetcenter.org)	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page			
Grand Total			

Name of person who prepared this report: Preparer's Signature: _____ Title: _____ Phone #: _____ Date Prepared: _____
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RFP Appendix C

Sample Contract

RFP #2985

State of New York
Office of General Services
Agreement for
General Counsel for
the New York State Community Commission
on Reparations Remedies
with
[Counsel Name]

Contract #OGS01-C00XXXX-1140000

THIS AGREEMENT (this “Contract”) is made this ___ day of _____ 2025 by and between the New York State Office of General Services, with an office at Corning Tower 36th Floor, Empire State Plaza, Albany, New York 12242 (“OGS”), and [Counsel Name] (“Counsel”), with an office at [business address]. OGS and Counsel may hereinafter be referred to jointly as the “parties” and individually as a “party.”

WITNESSETH:

WHEREAS, in accordance with Chapter 729 of the Laws of 2023, the New York State Community Commission on Reparations Remedies (the “Commission”) is established to examine, among other things, the institution of slavery in New York and the extent to which the federal, State, and local governments supported the institution of slavery; to recommend appropriate remedies and reparations in consideration of the Commission’s findings and to submit a written report of its findings and recommendation to the Governor, the Temporary President of the Senate, the Speaker of the Assembly, and the minority leaders of the Senate and Assembly; and

WHEREAS, in support of the Commission, OGS issued Request for Proposal #2985 (the “RFP”) to obtain the services of General Counsel for the Commission; and

WHEREAS, the Counsel submitted a proposal in response to the RFP, and in accordance with the Method of Award set forth in the RFP, OGS has determined that Counsel is qualified and ready, willing, and able to perform the required services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. Services to be Provided

Counsel shall provide the following services to the Commission and warrants that such services shall be provided in a professional and workmanlike manner in accordance with industry standards. OGS reserves the right, at its sole discretion and at the request of the Commission, to reduce the amount or scope of services provided under this Contract. Any such reduction shall be effectuated by written amendment to this Contract. Please note that Counsel, under this

contract, shall not represent the Commission or the State of New York in any litigation or judicial action.

Service Requirements

A. Legal Advisory and Compliance

- i. The lead attorney shall serve as the principal legal advisor to the Executive Director and the Commission and manage all activities of the legal team.
- ii. Ensure all Commission activities adhere to NYS and federal legal frameworks.
- iii. Provide expert counsel on legal matters related to public hearings, research initiatives, and policy recommendations.
- iv. Identify and mitigate legal or legislative barriers to implementing the Commission's recommendations.

B. Policy Analysis and Legislative Support

- i. Analyze existing NYS laws and policies that perpetuate systemic inequities against Black New Yorkers and propose amendments or new legislation to redress these issues.
- ii. Develop viable strategies to navigate legislative and regulatory hurdles.
- iii. Work with lawmakers, advocacy groups, and stakeholders to advance reparative policies and recommendations.

C. Research and Historical Context

- i. Collaborate with the Commission's research historian(s), research and policy analyst(s), and economist(s) to examine policies contributing to systemic inequities that harm Black New Yorkers.
- ii. Use historical insights to provide legal analysis and develop viable policy solutions.
- iii. Assist in interpreting research findings to frame recommendations for reparative justice.

D. Strategic Implementation of Recommendations

- i. Work closely with the Executive Director to define and outline comprehensive strategies for implementing the Commission's findings and recommendations.
- ii. Develop legal and administrative frameworks and language for creating reparative policies, programs, and legislation.
- iii. Provide guidance on the feasibility and establishment of a bureau or agency to administer remedies and reparations.
- iv. Identify historical and current legislative actions opposing reparations in other states to revise this Commission's recommendations if necessary.

E. Collaboration and Stakeholder Engagement

- i. Act as the primary legal liaison between the Executive Director, the Commission, State agencies, and stakeholders.
- ii. Collaborate with policymakers, community leaders, and advocacy groups to build consensus and advance the Commission's agenda.
- iii. Engage with impacted communities to ensure recommendations resonate with their lived experiences and needs.

2. Compensation

Counsel shall bill OGS for services performed under this Contract at the blended hourly rate of \$_____ for attorneys, and \$_____ for paralegal(s)/law clerk(s), with a not to exceed contract value of \$_____.

The blended hourly rates shall be inclusive of all customs, duties, and charges, including but not limited to, insurance, administrative, profit, ancillary costs, all fixed overhead costs including but not limited to expenses for word processing, legal research tools, secretarial or clerical work, office expenses, travel, and similar routine expenses not expressly related to Commission business. The blended hourly rates shall be equal to or lower than any rate provided by the Proposer to other clients for like services. The Counsel may bill for reasonable out-of-pocket travel expenses (in accordance with the New York State Travel Guidelines <https://www.osc.ny.gov/files/state-agencies/travel/pdf/agencies-travel-manual-attachment.pdf>) incurred on the Commission's behalf, but any extraordinary expenses must be approved in advance by the Chair.

3. Invoicing and Payment Requirements

Invoices will be processed monthly in accordance with established procedures of OGS and the Office of the State Comptroller ("OSC"). Fees and expenses shall become payable pursuant to NYS Finance Law Article 11-A and upon the receipt of an approvable invoice that includes the following information:

- A. The Contract number (C00XXXX), Counsel's New York State Vendor Identification Number, and an invoice number;
- B. An indication that the invoice is submitted to "Office of General Services on behalf of the NYS Reparations Commission";
- C. The start and end date of the period to which the statement pertains;
- D. A brief description of the work performed;
- E. The Services being billed for and associated blended hourly rate described in this contract Section 2 - Compensation.
- F. The dates each billed service was rendered; and
- G. The total amount billed for services for the invoice period.

Invoices without the above stated information will be returned to the Counsel to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.**

All Invoices are to be submitted for payment to:

**Office of General Services
C/O BSC / Accounts Payable
1220 Washington Ave., Bldg. 5, 5th Fl OR Accountspayable@ogs.ny.gov
Albany, New York 12226**

A copy of each invoice must also be submitted to the Commission Chair via email at the following address: Seanelle.Hawkins@reparations.ny.gov

Payment for invoices submitted by the Counsel shall be rendered only electronically unless payment by paper check is expressly authorized by the Commissioner of General Services, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. Counsel shall comply with OSC procedures to authorize electronic payments. Authorization forms are available at OSC's website at www.osc.state.ny.us/epay/index.htm, by e-mail at epunit@osc.state.ny.us, or by phone at (518) 474-4032. Counsel acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

4. Term and Termination

A. Term

This Contract shall commence and be deemed effective upon approval by the Office of the Attorney General ("OAG") and OSC and shall continue for a period of one year unless sooner terminated as herein specified. At the option of the OGS and with the consent of Counsel, this Contract may be extended for up to two additional one-year renewals. OGS anticipates terminating this Contract for convenience upon the completion of the Commission's work and after any necessary close out activities.

B. Termination and Suspension

This Contract may be terminated by OGS: (1) for convenience at any time upon 30 day's prior written notice; (2) immediately for cause; (3) if Counsel's certifications under State Finance Law §§ 139-j and 139-k are found to be intentionally false or intentionally incomplete; or (4) if Counsel makes any arrangement for assignment for the benefit of creditors. Counsel may terminate this Contract upon not less than 60 days' written notice. Counsel shall be paid for all services and expenses incurred in accordance with the terms of this Contract through the date of termination.

In addition, this Contract may be suspended or terminated by OGS as follows:

- (1) Counsel shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Vendor Responsibility Questionnaire shall be disclosed to OGS, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, Counsel agrees, if requested by OGS, to present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

- (2) OGS, in its sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when it discovers information that calls into question the responsibility of Counsel. In the event of such suspension, Counsel shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Counsel must comply with the terms of the suspension order. Contract activity may resume at such time as OGS issues a written notice authorizing a resumption of performance under this Contract.
- (3) Upon written notice to Counsel, and a reasonable opportunity to be heard by the appropriate OGS officials or staff, this Contract may be terminated by OGS at Counsel's expense where Counsel is determined by OGS to be non-responsible. In such event, OGS may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

In no event shall the suspension or termination of this Contract constitute or be deemed a breach of this Contract, and no liability shall be incurred by or arise against OGS or Counsel, or their agents and employees for lost profits or any other damages.

5. Insurance

In the performance of services under this Contract, Counsel shall at its own expense maintain the following insurance. Proof of Coverage is due upon notification of tentative award.

In the performance of its obligations hereunder, Counsel shall (a) comply with all applicable laws, rules and regulations pertaining to the rendering of the services; (b) maintain all licenses required under applicable law; and (c) maintain adequate Professional Liability Insurance at its own cost. Counsel shall maintain NYS Workers Compensation and Disability Benefits Coverage for the life of this Agreement for the benefit of employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Counsel shall furnish OGS with copies of the appropriate licenses, and evidence of the insurance coverage provided in this Paragraph as OGS may reasonably require.

Insurance Type		Proof of Coverage is Due
Commercial General Liability	No less than \$1,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products-Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Professional Liability	\$2,000,000	
Business Automobile Liability Insurance	No less than \$1,000,000 each accident	
Workers' Compensation		
Disability Benefits		

6. Indemnification

Counsel shall defend, indemnify, and hold the State of New York (the "State"), its agents, officers, and employees harmless from and against all claims, judgments, liabilities, losses, obligations, liens, damages, costs and expenses, including, without limitation, reasonable attorneys' fees

(collectively, "Claims") arising from or in connection with the Services to be performed under this Contract. Notwithstanding the foregoing, Counsel shall not be obligated to indemnify the State for any Claims to the extent caused by the negligent act, failure to act, gross negligence, or willful misconduct of the State, or its agents, officers, or employees.

Counsel's duty to defend and indemnify the State shall in no way be limited by the limits of insurance maintained by Counsel as required herein. The State shall give Counsel (i) prompt written notice of any Claims, and (ii) assistance in the defense of any such Claim at the expense of Counsel. Notwithstanding the foregoing, the State reserves the right to join any suit, action, proceeding, or claim, at its sole expense, when the State determines there is an issue involving a significant public interest.

7. No Waiver

The failure of any party in any instance to insist upon the strict performance of any term or condition of this Contract shall not be construed to be a waiver or relinquishment of any of the terms and conditions of this Contract, either at the time of such party's failure to insist upon strict performance or at any time in the future, and such terms and conditions will continue in full force and effect.

8. Ethics Compliance

Counsel and its employees must comply with the requirements of Public Officers Law §§ 73 and 74, other State laws, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing this Contract, Counsel certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with these provisions may result in termination of this Contract, and/or other civil or criminal proceedings as required by law.

9. Entire Agreement

Appendix A (Standard Clauses for New York State Contracts) is attached hereto and incorporated herein as fully as if set forth at length herein. This Contract and Appendix A constitute the entire agreement between the parties and supersede all prior and contemporaneous proposals, agreements, and understandings, oral and written, relating to the subject matter of this Contract. This Contract shall not be changed, modified, assigned, or altered in any manner except by an instrument in writing executed by both parties hereto and approved by OAG and OSC. In the event of any discrepancy, disagreement, or conflict between this Contract and Appendix A, the terms of Appendix A shall be given preference.

10. Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under this Contract that result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Contract, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, terrorism, pandemic, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

11. Dispute Resolution

It is the policy of the OGS to provide vendors with an opportunity to administratively resolve disputes, complaints, or inquiries related to contracts. OGS encourages vendors to seek resolution of disputes informally, through consultation with OGS staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the OGS Agency Procurement Office.

During the term of the Contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within 20 days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

12. Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given when mailed by certified mail, overnight carrier, or hand delivered, (i) if to OGS, addressed to OGS at its address set forth above, and (ii) if to Counsel, addressed to Counsel at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving 15 days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

13. Compliance with Procurement Laws

- A. By execution of this Contract, Counsel certifies that information provided to the State with respect to the Vendor Responsibility Questionnaire, Procurement Lobbying Certifications, Counsel Disclosure Form A and Section 5-a of the Tax Law (Forms ST-220-TD and ST-220-CA) is complete, true, and accurate.
- B. Counsel hereby acknowledges that State Finance Law § 163(4)(g) & § 163(14)(a–d) impose certain reporting requirements on contractors providing consulting services to the State. In furtherance of these reporting requirements, Counsel agrees to complete and submit an initial planned employment data report, and an annual employment report (Forms A and B respectively) as required by law. Complete instructions and forms may also be accessed at: <https://www.osc.ny.gov/state-agencies/gfo/chapter-xi/xi18c-consultant-disclosure>.

14. General Requirements

- A. Counsel agrees to comply with all applicable State and federal laws and regulations in the performance of this Contract.
- B. Counsel agrees to notify OGS of any changes in the legal status or principal ownership of Counsel, 45 days in advance of such change.
- C. For reasons of safety and public policy, the use of illegal drugs and/or alcoholic beverages by the Counsel or its personnel shall not be permitted while performing any phase of the work herein specified.

- D. OGS shall not be liable for any expense incurred by the Counsel for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Counsel.
- E. OGS interpretation of specifications shall be final and binding upon the Counsel.
- F. OGS shall make no allowance or concession to the Counsel for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- G. OGS and the Commission reserve the right to reject and bar from any facility where Commission business is being conducted, any employee or subcontractor hired by the Counsel.

15. Severability

In the event that any one or more of the provisions of this Contract shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Contract, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Contract.

16. Conflicts of Interest

- A. Counsel confirms that it has performed a conflict check and has determined that it may, under applicable ethics rules, perform the services set forth herein. Counsel further confirms that it is not involved in any litigation or administrative proceeding to which it is a party that would either: (1) materially impair its ability to perform the services outlined herein or (2) materially and adversely affect its financial ability to perform the services outlined herein if decided in an adverse manner.
- B. Counsel may represent other current or future clients on matters other than those for which it is engaged under this Agreement, whether or not such representation is adverse to the Commission, including in litigation, legal or other proceedings or matters, so long as the matter is not substantially related to Counsel's work under this Agreement ("Permitted Adverse Representation"). Moreover, without the Commission's prior written consent, Counsel cannot and will not represent another client adverse to the Commission if Counsel has obtained confidential information of a nonpublic nature that, if known to the other client, could be used to the Commission's disadvantage.
- C. Notwithstanding the foregoing, any Permitted Adverse Representation shall be conducted only in accordance with Rules 1.7, 1.8, 1.9 and 1.13 and any other applicable provisions of the New York Rules of Professional Conduct as codified at 22 NYCRR Part 1200 et seq., and with appropriate notice to the Commission as required thereunder. To the extent required, requests for waiver of conflicts not already waived herein shall be in writing to the Commission.

17. Freedom of Information Law

Counsel acknowledges that this Agreement is subject to the New York State Freedom of Information Law ("FOIL") as set forth in Article 6 of the New York State Public Officers Law ("POL") and that only attorney-client privileged information and the Counsel's proprietary information that satisfies the requirements of POL § 87(2)(d) shall be excepted from disclosure thereunder. Subject to FOIL, the Counsel's proprietary information may include all non-public information

relating to its legal services. Counsel has labeled those portions of its response to the RFQ and this Agreement that it deems proprietary. Counsel's proprietary information, which includes trade secret information owned by Counsel, shall remain unpublished, except where publication or disclosure is required pursuant to FOIL or other applicable law.

18. Opinions and OAG Consultation

Opinions prepared by Counsel construing the statutes or Constitution of the State of New York do not constitute the opinion of the State of New York unless the prior written approval of the Office of the Attorney General ("OAG") is obtained. Requests for such approval shall be submitted to the Solicitor General, Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York

Counsel shall consult with the OAG's Civil Rights Bureau concerning the appropriate interpretation and application of federal, state, and local laws prohibiting discrimination based on race, and all other relevant provisions of the U.S and New York Constitutions, including the Equal Protection Clause.

Counsel will represent the State of New York in judicial litigation related to the services to be provided under this agreement only when such services are specifically requested by the State agency's counsel and approved by the Attorney General. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services therefor.

19. Attorney General and Comptroller Approval

This Agreement and any subsequent amendments thereto shall not be deemed executed, valid, or binding unless and until approved in writing by the Office of the Attorney General and the Office of the State Comptroller.

RFP Appendix D

Insurance Requirements

RFP #2985

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of all insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.

2. Policy Forms. Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. Certificates of Insurance/Notices. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name **The New York State Office of General Services, Agency Procurement Office, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD 25 certificate)
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.**

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS requires Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation. OGS reserves the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

4. Primary Coverage. All Commercial General Liability, Business Automobile Liability, and Excess Umbrella Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New

York State Office of General Services, and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. Waiver of Subrogation. For all Commercial General Liability, Business Automobile Liability, Excess/Umbrella Liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Excess/Umbrella Liability policies required below for on-going operations naming as additional insured (via ISO form

CG 20 10 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. Policy Renewal/Expiration Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

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

- For certificates of insurance: 5 business days;
- For information on self-insurance or self-retention programs: 15 calendar days;
- For other requested documentation evidencing coverage: 15 calendar days;
- For additional insured and waiver of subrogation endorsements: 30 calendar days; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	No less than \$1,000,000 each occurrence	Upon notification of tentative award and updated in accordance with Contract
General Aggregate	\$2,000,000	
Products-Completed Operations Aggregate	\$2,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Professional Liability	\$2,000,000	
Business Automobile Liability Insurance	No less than \$1,000,000 each accident	
Workers' Compensation		
Disability Benefits		

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

Liquor Liability: Such insurance shall be written on ISO form CG 00 33 or its equivalent to cover liability arising out of, but not limited to:

- Blanket contractual liability, including tort liability of another assumed in a contract; and
- Defense and/or indemnification obligations, including obligations assumed under the Contract.

2. Professional Liability:

Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services (i.e. professional services, providing legal advice).

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than one (1) year from the time work under any Contract resulting from this Solicitation is completed or must agree to insure for one year following any Contract under award. Written proof of this extended reporting period or agreement must be provided to OGS upon request.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation.

3. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of automobiles used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

4. Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to

OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website:
(www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE);
- Form C-105.2 (9/15), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website:
(www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf> .

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

RFP Appendix E

M/WBE and EEO Requirements

RFP #2985

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBES”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) 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, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the “Work”) except where the Work is for the beneficial use of the Contractor.
 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. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS 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.

C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS 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 Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services 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 the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D.** Contractor shall comply with the provisions of the Human Rights Law and 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 race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status, or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. Contract Goals

- A. OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp> The MWBE Regulations are

located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s 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. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder’s bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.

- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, 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, OGS 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.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System – Vendor training**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "**Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "**Change Info.**" It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User.**" When identifying the person responsible, please add "**- MWBE Contact**" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "**Contact Us & Support**" then "**Technical Support**" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

IX. Breach of Contract and Liquidated Damages

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

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/mwbe/forms>

RFP Attachment 1

Cost Proposal Form

RFP #2985

**ATTACHMENT 1
COST PROPOSAL FORM
RFP #2985**

Contractor: _____

The Contractor listed above agrees to provide all services in accordance with the specifications in this RFP for the price quoted below.

Proposers are not to change, delete, or make any additions to this form, and are to supply only the proposal information that is required. All prices proposed shall be inclusive of all customs, duties, and charges, including but not limited to, insurance, administrative, profit and ancillary costs. The proposal amount is not a guarantee of payment.

Title	Blended Hourly Rate	Estimated Annual Hours*	Annual Total
Attorney(s)	\$ _____	X 500	\$ _____
Paralegal(s)/Law Clerk(s)	\$ _____	X 400	\$ _____
Annual Grand Total			\$ _____

*Note: Estimated Annual Hours is for bid purposes only. Contractor shall be paid only for actual services rendered.

Early payment discount offered: _____% / _____ days after receipt of proper invoice.

Print Name

Signature

Date