



**Gaming
Commission**

REQUEST FOR PROPOSALS

FOR

**New York Lottery
Broadcast Studio
Design, Equipment & Integration Services**

C170005

October 12, 2017

IMPORTANT: This Request for Proposals (“RFP”) is a reissue of C170002 released on February 21, 2017. Only this RFP is valid and all responses should be in accordance with this RFP only. Please read this RFP in its entirety.

There are many significant changes in the Scope of Work under this RFP. The new Scope of Work includes: Design services, all equipment, including electronic and lighting; all furniture, including Green Screen. See Part 3, Scope of Work for details.

All goods and services defined in the RFP must be provided, either directly through the bidder, or from a qualified subcontractor.

Notice to Bidders

- The Permissible Contacts for this solicitation are identified in Section 1.9.
- Bidders are responsible for checking the Commission's website for updated information relative to the procurement process and the RFP. The Commission will not be responsible for a bidder's failure to obtain updated information.
- A mandatory site visit and bidders' conference will be held at 1:30 p.m. EST on **November 1, 2017** at the New York Lottery Headquarters, One Broadway Center, Schenectady, NY 12305.
- By submission of a Proposal in response to this RFP, the bidder agrees to the terms of the Contract in the form incorporated into the RFP, or as revised through the RFP process. The Commission does not intend to negotiate terms of the Contract form after receipt of Proposals (RFP Section 2.2).
- By submission of a Proposal in response to this solicitation, the bidder agrees with all terms and conditions for Equal Employment Opportunities for Minorities and Women (MWBE goal), as set forth in Section 2.13 and **Appendix J** of this RFP. **The MWBE goal established under this RFP is 30%.**
- By submission of a Proposal in response to this solicitation, the bidder agrees with all the terms and conditions for utilization of Service Disabled Veteran-Owned Businesses ("SDVOB"), as set forth in Section 2.14 and **Appendix K** of this RFP. **The Service Disabled Veteran-Owned Business goal established under this RFP is 6%.**
- By submission of a Proposal in response to this solicitation, the bidder agrees to comply with the insurance requirements as defined in Section 2.12 of the RFP and outlined in **Appendix O.**
- To assist bidders in completion and submittal of the required documents, **Attachment 4 - Document Submittal Checklist** is incorporated into this RFP.
- **Do not include any pricing in the technical proposal. Technical proposals that contain pricing will be deemed non-responsive and removed from consideration.**
- The scope of work does not include any work that would be considered Public Work by the New York State Department of Labor, Bureau of Public Works; therefore, Prevailing Wage requirements do not apply. The Commission will arrange for Public Work services separately (e.g. construction, flooring, painting, electrical wiring, etc.). If you have questions regarding Public Works, you may contact the Bureau of Public Works at (518) 457-2744 or email PWAsk@labor.state.ny.us.
- Bidders choosing not to submit a Proposal in response to this RFP are requested to submit the **"No Bid Response"** form, included in this RFP as **Appendix M**, as the information is useful to the Commission in the planning and development of future RFPs and bidders' lists.

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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

The New York State Gaming Commission (the “Commission”), on behalf of the State of New York is issuing this Request for Proposals (“RFP”) to solicit proposals from bidders seeking the award to design and integration of the New York Lottery (the “Lottery”) broadcast studio, including: design; equipment, cabling, and accessories; green screen; lighting and related materials; furniture (consoles, monitor walls, racks); integration, testing, training, and as-built documentation.

The Commission is the only office authorized to clarify, modify, amend, alter or withdraw the provisions of this RFP.

In the RFP, the Commission has defined a series of objectives, requirements and a proposal evaluation approach that will represent its best interests in conformance with Commission policies and New York State statutes and regulations. The Proposal must include the information and documentation requested throughout this RFP.

The contents of this RFP, any modifications, and the Proposal will become contractual obligations if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

Each bidder must inform himself by personal examination of the specifications, location, and extent of the proposed service and, by such other means as he may select, of the character, nature, quality, and extent of the work to be performed and the condition under which the contract is to be executed.

1.2 RESPONSIBILITIES PURSUANT TO CONTRACT AWARD

The Commission is partnering with the New York State Office of General Services Media Service Center (“MSC”) to accomplish certain elements of the project. Certain elements of the project will also be accomplished through a contractor hired by the landlord of the Lottery’s headquarters. **The successful bidder will not be expected to dismantle, package, or remove any equipment, lighting, furniture or accessories.** The Commission will arrange separately for all work related to clearing out and preparing the studio and control room space for integration by the successful bidder. This work is expected to begin in May 2018 and be completed by July 1.

The work to be performed by the successful bidder shall begin following complete demolition and preparation of the studio and production space by the Commission, as noted above, and shall be completed within an eight-week period.

The successful bidder will provide the items listed below, as fully described in Part 3 of this RFP. The bidder may offer a joint proposal, or work with subcontractors to accomplish these required tasks.

- a. studio and control room design; lighting design; draft schematics;
- b. equipment (e.g. cameras, audio, video), lighting, cabling, software and all necessary accessories;
- c. green screen cyclorama, including delivery and set-up;
- d. furniture (e.g. consoles, monitor walls, racks), including delivery and set-up;
- e. integration; and
- f. testing, training, and as-built documentation.

1.3 BACKGROUND INFORMATION

New York Lottery Games

New York Lottery was approved by voters in 1966, started operation in 1967, and has reached its 50th anniversary this year. The Lottery currently sells eight different drawing based games and an ever-changing variety of instant games through over 17,700 lottery retailer locations across the entire state of New York.

The New York Lottery's combined profit from its traditional lottery and video lottery businesses continue to lead the nation with a record 2015/2016 fiscal year-end contribution to education totaling \$3.30 billion. Combined sales and net win for the same time period totaled \$9.69 billion. The Lottery's total sales for jackpot games, such as Mega Millions and Powerball, generated over \$9.18 million in sales; Daily games, such as Numbers and Win4, and scratch-off games, generated over \$6.78 billion.

Most recent results of Independent quantitative market research conducted on an ongoing basis in New York illustrates that New York Lottery games are played by 77 percent of New York adults. It is also consistent that approximately 71 percent of jackpot game players wait to play until there is a major jackpot roll-up. Television continues to be a primary source of information about Lottery games, especially draw games.

Approximately 65 percent of the New York Lottery's aid to education each week comes from draw-based games many of which are broadcast from the studio being rebuilt as part of this RFP. The brand image of the New York Lottery must come through as part of its broadcast drawings. The studio within the Lottery's main offices is critical in maintaining and improving the Lottery brand.

Game Drawings

Credibility and integrity are the cornerstones of the New York Lottery. The randomness of its drawings as well as the perception of absolute honesty and fairness is of paramount importance to the Lottery's continued acceptance and growth. Public trust in these drawings and in their public presentation is essential. For this reason, the drawings have to be consistently broadcast and promoted with the highest possible visibility to assure the public of the integrity of the games.

The Lottery drawings are conducted by a team of Lottery drawing professionals under the observation of an independent auditor. The drawings production is facilitated by the MSC, in the Lottery headquarters broadcast facilities at One Broadway Center, Schenectady, New York.

A sample Lottery drawing may be viewed on the Commission's website at https://www.gaming.ny.gov/about/procurement_opp.current.php.

1.4 MINIMUM QUALIFICATIONS

Any Bidder submitting a Proposal in response to this RFP must meet the minimum qualifications listed below. Information demonstrating the qualifications defined below must be incorporated into the bidder's response to Part 4 of this RFP – Information Required from Bidders.

- A) Bidder must submit evidence that it is an established firm, having facilitated the design and integration of at least three (3) broadcast television studios in the past five (5) years, including at least one project that included implementation of a green screen.
- B) If utilizing sub-contractors, bidder must submit evidence that its subcontractors have at least three years' experience in a television broadcast setting, performing work in the field that will be subcontracted to them.

1.5 SCHEDULE

The following dates are established for informational and planning purposes. The Commission reserves the right to adjust this schedule.

Release of RFP:	October 12, 2017
First Round of Bidders' Questions Due:	October 23, 2017
Commission's Response to Questions:	October 25, 2017
Mandatory Site Visit and Bidders' Conference:	November 1, 2017
Summary of Site Visit Questions & Answers:	November 3, 2017
Second Round of Bidders' Questions Due:	November 9, 2017
Commission's Response to Questions:	November 14, 2017
Bidder Proposals Due by 3:00 p.m.(EST):	November 29, 2017
Anticipated Contract Start:	May 2018

1.6 RFP APPENDICES AND ATTACHMENTS

The following documents are incorporated into this RFP:

- Appendix A: Standard Clauses for New York State Contracts
- Appendix B: Contract Form (incorporates Appendix A)
- Appendix C: Procurement Lobbying – Bidder/Offeror Disclosure
- Appendix D: Non-Collusive Bidding Certification
- Appendix E: New York State Vendor Responsibility Questionnaire
- Appendix F: Substitute W-9 Form – Vendor Identification Number

Appendix G: Electronic Payment Authorization
 Appendix H: Consultant Disclosure – Forms A and B
 Appendix I: Contractor Certification – Tax Law Section 5-a
 Appendix J: EEO and M/WBE Program
 Appendix K: New York State SDVOB Participation
 Appendix L: NY Subcontractors and Suppliers
 Appendix M: No Bid Response
 Appendix N: Vendor Assurance of No Conflict of Interest or Detrimental Effect
 Appendix O: Insurer Qualifications and Insurance Requirements

Attachment 1: Bidder Acknowledgement of Addendum
 Attachment 2: Pricing Proposal Form (two pages)
 Attachment 3: Technical Proposal Forms
 Attachment 4: Document Submittal Checklist

Exhibit 1: Mandatory Site Visit Information
 Exhibit 2: Current Lottery Drawings Studio Layout
 Exhibit 3: Wiring Diagram
 Exhibit 4: Green Screen Cyclorama Diagram

1.7 BIDDER/CONTRACTOR DIFFERENTIATION

Throughout this RFP the terms "bidder", "vendor", "proposer", "respondent", "consultant" and "firm" may be used interchangeably in reference to the preparation and submission of the proposal and any requirements preceding the award of the final Contract. In describing post-contract award requirements, an effort is made to use the term "successful bidder", "successful respondent", "contractor", "consultant" and "firm".

1.8 HEADINGS

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

1.9 PERMISSIBLE CONTACTS

Consistent with the public policy established by the Procurement Lobbying Law, described below, the Supervisor of Contract Administration or Contract Management Specialist designated below are the only points of contact regarding matters relating to this RFP, unless additional points of contact are designated by them.

ALL BIDDERS RESPONDING TO THIS RFP AND ALL COMMUNICATIONS CONCERNING THIS PROCUREMENT MUST BE ADDRESSED IN WRITING TO THE SUPERVISOR OF CONTRACT ADMINISTRATION OR CONTRACT MANAGEMENT SPECIALIST AS NOTED BELOW:

New York State Gaming Commission
Contracts Office, 4th Floor
One Broadway Center
Schenectady, NY 12305

Gail P. Thorpe, Supervisor of Contract Administration
gail.thorpe@gaming.ny.gov

or

Stacey Relation, Contract Management Specialist 2
stacey.relation@gaming.ny.gov

1.10 PROCUREMENT LOBBYING RESTRICTIONS

As required by the Procurement Lobbying Law (State Finance Law Sections 139-j and 139-k), this RFP includes and imposes certain restrictions on communications between the Commission and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest solicitation of offers through final award and approval of the resulting Contract by the Commission and the Office of the State Comptroller (“restricted period”) to other than designated staff members unless the contact is permitted by the statutory exceptions set forth in New York State Finance Law Section 139-j (3)(a). Designated staff members are identified at the beginning of this RFP.

Commission employees are permitted to communicate with bidders concerning this RFP only under circumstances described in the New York State Procurement Lobbying Law. Any bidder causing or attempting to cause a violation or circumvention of those requirements may be disqualified from further consideration for selection.

Commission employees are required to obtain certain information when contacted during the “restricted period” and to make a determination of the responsibility of the bidder pursuant to Sections 139-j and 139-k. A violation can result in a determination of non-responsibility, which can result in disqualification for a contract award. In the event of two determinations within a four-year period, a bidder will be debarred for a period of four years from obtaining a governmental procurement contract award. Further information about these requirements can be found at: <http://www.ogs.ny.gov/acpl>.

The Commission reserves the right, in its sole discretion, to terminate the Contract in the event that the Commission determines that the certification filed by the bidder in accordance with New York State Finance Law 139-k was intentionally false or intentionally incomplete. Upon such determination, the Commission may exercise its termination right by providing written notification to the bidder in accordance with the written notification terms of this Contract.

The BIDDER DISCLOSURE/CERTIFICATION FORM, included with this RFP as Appendix C, must be completed and submitted with the Response.

1.11 QUESTIONS AND INQUIRIES

Questions from bidders regarding this RFP must be submitted via electronic mail no later than the date and time specified in the Schedule in Part 1 of this RFP. **Neither faxed nor telephone questions are acceptable.** If questions are provided via an attachment to electronic mail, the questions must be provided in Microsoft Word format.

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

Responses to all questions, and any changes to the RFP resulting from such questions, will be communicated via published addenda, which will be posted on the Commission's website.

A Bidder **Acknowledgement of Addendum Form**, incorporated into this RFP as **Attachment 1**, will be provided with each addendum. Bidders are required to include a signed Acknowledgement Form for each addendum with their respective Proposals.

1.12 MANDATORY SITE VISIT

A mandatory site visit will be held at the Lottery Headquarters at One Broadway Center, Schenectady, NY 12305, at the date and time indicated in the Schedule in Part 1 of the RFP. **A proposal response will not be accepted by any bidder not attending this mandatory site visit. Bidders must arrive by the stated time; late entry will not be permitted.** Upon arrival at the site visit, each attendee will be required to present personal identification and sign-in at the Lottery's security desk. **Exhibit 1 of the RFP provides details of the site visit.**

1.13 NON-COLLUSIVE BIDDING REQUIREMENT

In accordance with Section 139-d of the New York State Finance Law, if the Contract is awarded based upon the submission of bids, the bidder must warrant, under penalty of perjury, that its Proposal was arrived at independently and without collusion aimed at restricting competition. Each bidder must further warrant that, at the time the bidder submitted its Proposal, an authorized and responsible person executed and delivered to the Commission a Non-Collusive Bidding Certification on bidder's behalf.

The Non-Collusive Bidding Certification Form, included in this RFP as Appendix D, must be completed and submitted with the Proposal.

1.14 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

Bidder agrees to fully and accurately complete the NYS Vendor Responsibility Questionnaire (hereinafter the "Questionnaire"), which is available online at: http://www.osc.state.ny.us/vendrep/documents/system/welcome_package.pdf

Contractors are encouraged to complete the online form, as it will expedite Contract approval. If you do not have an online Questionnaire that is current and certified, you must complete the hardcopy Questionnaire attached as **Appendix E**. The bidder acknowledges that the State's execution of the Contract will be contingent upon the Commission's determination that the bidder is responsible, and that the Commission will be relying upon the bidder's responses to the Questionnaire in making that determination. The bidder agrees that if it is determined by the Commission that the bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such determination, the Commission may terminate the Contract by providing ten (10) days written notification to the contractor. In no case shall such termination of the Contract by the Commission be deemed a breach thereof, nor shall the Commission be liable for any damages for lost profits or otherwise, which may be sustained by the contractor as a result of such determination.

Unless the Questionnaire has been filed on-line, the Questionnaire included in this RFP as Appendix E must be completed and submitted with the proposal.

1.15 DESIGNATION OF PROPRIETARY INFORMATION (FOIL)

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed (except as may be required under the New York State Freedom of Information Law ("FOIL") 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 substantial injury to the competitive position of a commercial enterprise. This exception applies both during and after the evaluation process.

If you believe your firm's proposal contains any such trade secrets or other confidential information, you must submit a request with your proposal to exempt such information from disclosure. Such request must: (a) identify the specific material in the proposal; (b) identify the location (section, page number) of such material; (c) state the reasons why the information should be exempt from disclosure.

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

Upon receipt of proprietary designations, the Commission's legal staff, as directed by the Designated Contacts, will review each designation and communicate with the bidder in the determination of such designation. The designation shall not become final until accepted by the Commission via formal letter. Once the designation is final, the bidder will be required to submit a redacted version of the proposal consistent with the accepted designation. The redacted version will be the material that is released upon a FOIL request.

1.16 SITE VISITS TO VENDOR FACILITIES

The Commission may visit any site where the bidder conducts, or has conducted, operations similar to the services required in this RFP. The bidder shall cooperate in arranging and coordinating such site visits, but the bidder shall not be permitted to pay for any travel, accommodations, or other expenses of such site visits.

1.17 DISCLOSURE AND INVESTIGATIONS DURING PROPOSAL EVALUATION

Subsequent to proposal submission, the Commission may initiate investigations into the backgrounds of the bidder and individuals or entities related to any officers, directors, members, principals, investors, owners, subcontractors, employees, or any other individuals or entities related to the bidder, as the Commission may deem appropriate, in the discretion of the Commission. Such background investigations may include fingerprint identification by the New York State Division of Criminal Justice Services and the Federal Bureau of Investigation, and such additional investigation as may be required.

The Commission may reject a Proposal based upon the results of these background checks. Each bidder is advised that any bidder who knowingly provides false or intentionally misleading information in connection with any investigation by the Commission may cause the Proposal of such bidder to be rejected, or a Contract to be canceled by the Commission, in the sole discretion of the Commission.

If a bidder or a substantial subcontractor is a subsidiary of a parent entity, the Commission may request the above disclosures from the parent entity as the Commission may require in its sole discretion.

1.18 DISCLOSURE OF LITIGATION AND OTHER INFORMATION

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

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

1.19 CONFLICTS OF INTEREST

Throughout the procurement process bidders must identify, and bring to the attention of the Commission, actual or apparent conflicts of interest as knowledge of such conflicts arise, as follows:

- A. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
- B. The Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "JCOPE"), and if so, a brief description must be included indicating how any matter before JCOPE was resolved or whether it remains unresolved.

In addition, the bidder must complete and return with its Proposal, the Vendor Assurance of No Conflict of Interest or Detrimental Effect form, incorporated into this RFP as **Appendix N**.

Any Bidder awarded a contract under this RFP will have an on-going obligation to inform the Commission of any actual or apparent conflicts of interest.

1.20 NEW YORK STATE PUBLIC OFFICERS LAW

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

1.21 ETHICS REQUIREMENTS

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and

who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

1.22 CHANGE IN FINANCIAL CONDITION

If a bidder who has submitted a Proposal in response to this RFP experiences a substantial change in financial condition prior to the award of a Contract pursuant to this RFP, or if a successful bidder experiences a substantial change in financial condition during the term of the Contract with the Commission, the bidder is required to notify in writing the Executive Director of the Commission, or Commission designee, at the time the change occurs or is identified. Failure to notify the Executive Director of the Commission, or Commission designee, of such a change may result in rejection of bidder's Proposal or termination of the Contract, in the sole discretion of the Commission.

1.23 CHANGE IN OWNERSHIP

If a bidder experiences a material change in ownership prior to the award of a Contract or during the term of a Contract with the Commission, the bidder is required to notify in writing the Executive Director of the Commission at the time the change occurs or is identified. "Material change in ownership" is defined as any merger, acquisition, assignment or change in parties who, in the aggregate, own greater than 5% of the bidder or the parent company of the bidder. Failure to notify the Commission of such a change may result in the rejection of a bidder's Proposal or termination of the Contract. The Commission reserves the right, based on its assessment of a material change in ownership, to reject a bidder's Proposal or terminate a Contract.

1.24 NEWS RELEASES

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

1.25 ADVERTISING

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

1.26 STATE'S RESERVED AUTHORITY

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

- A. Award a Contract for all, part or none of the services requested by this RFP;
- B. Waive any informality or technical defect if, in the judgment of the Commission the best interest of the Commission will be so served;
- C. Eliminate any non-material specification(s) that cannot be complied with by any of the prospective bidders;
- D. Amend the RFP and direct bidders to submit Proposal modifications accordingly;
- E. Change any of the scheduled dates stated herein;
- F. Reject any or all Proposals received in response to this RFP, and reissue a modified version of this RFP;
- G. Withdraw the RFP at any time, at the sole discretion of the Commission;
- H. Seek clarifications and revisions to Proposals;
- I. Use Proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the request by the Commission for clarifying information in the course of evaluation and/or selection under this RFP;
- J. Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of this RFP;
- K. Negotiate with the successful bidder within the scope of the RFP in the best interests of the State;
- L. Request Best and Final Offers;
- M. Set aside the original successful bidder if the Commission determines that the bidder is non-responsible. The Commission may then award a Contract to the responsible bidder with the next highest total combined score.

- N. The Commission reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the Commission shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that the Commission stops the work as provided thereof, together with the reason thereof, and the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

- O. The Commission reserves the right to refuse the purchase of equipment resulting from this RFP, and make the purchase independently, if the cost is less under New York State Office of General Services State Contract.

PART 2 – CONTRACTUAL PROVISIONS

2.1 GOVERNING LAW

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

2.2 FORM OF CONTRACTUAL AGREEMENT

Following notification of award, the successful bidder will be expected to sign a contract with the Commission. The final contract will be in the form incorporated into the RFP as **Appendix B** (the “Contract”), or as revised through the RFP amendment process. **Appendix A**, Standard Clauses for New York State Contracts, becomes part of all New York State contracts and is incorporated into the Contract. The Contract will become binding and effective after approval by the Commission and the New York State Offices of the Attorney General and State Comptroller.

Any exception to the Contract must be raised in a bidder question submitted to the Commission pursuant to the Schedule and in accordance with the Question and Answer process, both set forth in Part 1. **The Commission does not intend to negotiate any changes in the provisions of the Contract subsequent to the receipt of proposals.**

Every Bidder responding to this RFP must include in its Proposal a signed Contract in the form attached as **Appendix B**. Signing the contract form and submitting it as part of the technical proposal serves as acknowledgment and agreement to the terms of the Contract if deemed the successful bidder under the RFP process. **Failure to comply with this submission requirement will deem the proposal non-responsive.**

2.3 CONTRACT ELEMENTS

The Contract resulting from this RFP will include the following parts:

- Appendix A – Standard Clauses for New York State Contracts
- Addendums to the Contract
- Contract
- Clarifications and Addendums to the RFP
- RFP
- Clarifications to the bidder’s Proposal
- Bidder’s Proposal

In the event of a conflict in any provisions of these documents, the order of precedence shall be as listed above from the highest to the lowest.

2.4 SEVERABILITY

If a court of competent jurisdiction determines any portion of a Contract to be invalid, it shall be severed and the remaining portion of a Contract shall remain in effect.

2.5 TERM OF CONTRACT

The Contract shall commence upon approval of the Office of the State Comptroller and continue for eighteen (18) months.

2.6 FULL SERVICE

This is a full-service contract. Unless otherwise specified, for the purpose of this contract full service shall mean that the Contractor's bid price includes, but is not necessarily limited to: all labor, all material and supplies; all administrative, reporting or other requirements, all overhead costs and profit. It shall also include, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. Details of service not explicitly stated in these specifications, but necessarily attendant, are deemed to be understood by the Contractor and herein.

2.7 COMPENSATION, INVOICING, AND PAYMENT

A. Compensation.

Contractor will be compensated for goods and services provided at the rates set forth in the Pricing Proposal (Attachment 2). Prices quoted shall be guaranteed for the term of the contract. All payments shall be made in arrears. The Commission will not make any advance deposits.

The Commission reserves the right to decline purchase of equipment proposed if the same equipment is available from a New York State centralized contract at a lower rate.

B. Invoicing.

- a. Studio and Control Room Design & Draft Schematics: invoicing may be made following acceptance by the Commission of the Draft Schematics, which will occur following the project implementation meeting to occur two weeks following notification to the successful bidder of contract approval.
- b. Travel and Expenses: monthly invoices or at completion of the project as desired by the successful bidder.
- c. Equipment (hardware and software), cabling and accessories, lighting and all related materials (including delivery costs); Green Screen Cyclorama (including delivery and

set-up); Furniture (consoles, monitor walls & any other racks or furniture) (including delivery and set-up).

Invoicing may be made following “Acceptance” of the items listed. Acceptance shall be deemed to occur on the date when, in the reasonable opinion of Commission, the equipment, lighting, green screen, furniture, etc. conforms to the specifications outlined in this RFP, and has continuously operated in compliance with the specifications for thirty (30) days.

- d. Delivery fees for equipment shipped from Integrator’s site to Lottery headquarters, after pre-racking: invoicing may be made following receipt of the shipped materials.
- e. Integration (equipment, software, lighting, cabling, accessories): invoicing may be made following integration and acceptance by the Commission.
- f. Testing, Training, and As-built Documentation: invoicing may be made following all testing, training, and acceptance of the as-built documentation by the Commission.

C. Payment.

Payment under the Contract will be in accordance with New York State Prompt Payment Law (Article 11-A of the New York State Finance Law). Payment for services will be made monthly or upon completion of services as outlined in Section 2.7.B – Compensation, and upon receipt of a proper invoice.

Invoices shall be consistent with the categories identified in the Pricing Proposal (e.g. Design and Schematics; Equipment, cabling, and accessories; Green Screen Cyclorama), as defined in Section 4.2 of this RFP. Sales tax should not be included on invoices as New York State Agencies are tax exempt (a tax-exempt certificate will be provided to the successful bidder if needed)

All invoices shall be submitted as a PDF attachment and directed to the New York State Business Service Center at accountspayable@ogs.ny.gov and a copy must be directed to the Commission’s Finance Office at the following email address: gaming.dl.Financial.Management.Invoices@gaming.ny.gov. The Commission shall promptly process all payments due to the Contractor that conform to the provisions of this RFP and are approved by the Commission’s Contract administrator and Finance Officer.

2.8 VENDOR IDENTIFICATION NUMBER

Substitute Form W-9: To do business with the State of New York, each bidder is required to obtain a NYS Vendor Identification Number for use in the Statewide Financial System (SFS). If you do not already have a Vendor ID Number, the Substitute Form W-9 must be completed and submitted directly to the Commission upon notification of award. The purpose of the Substitute Form W-9, which will capture the contractor’s taxpayer identification number, business name, and business contact person, is to allow the State to establish a vendor file in the State Financial System. Note: IRS Form W-9 is not acceptable for this purpose.

The Substitute Form W-9 is included in this RFP as Appendix F.

2.9 ELECTRONIC PAYMENT (EPAY) PROGRAM

If awarded a Contract under this RFP, the contractor may enroll in the Electronic Payment (“e-pay”) Program through the OSC. It transfers payments directly into your bank account sooner than you would receive a payment by check. Upon execution of the Contract the contractor will need to submit an Electronic Payment Authorization Form. Additional information and procedures for enrollment into the e-pay program can be found at OSC’s website: <http://www.osc.state.ny.us/epay>.

The Electronic Payment Authorization Form, Appendix G is included with this RFP for reference and convenience.

2.10 CONSULTANT DISCLOSURE

The contractor must comply with the requirements of New York State Finance Law Section 163(4) (g), which imposes certain reporting requirements on contractors doing business as vendors with New York State. In furtherance of these reporting requirements, the contractor agrees to complete and submit Contractor’s Planned Employment report (**Appendix H – Form A**) within two (2) business days after receiving notice of a Contract award and Contractor’s Annual Employment Report (**Appendix H – Form B**) by May 15th for each fiscal year (April 1 – March 31) the Contract term is in effect. Page two of each form provides the necessary addresses for submitting the form.

While the Planned Employment report (Form A) is a one-time projection of the planned employment under the upcoming Contract term, the Annual Employment Report (Form B) is a reporting of the actual employment history for the previous fiscal year.

Forms A and B should be completed as follows:

- **Employment Category:** The contractor must use specific occupation titles as listed in the O*net occupational classification system found through the U.S. Department of Labor’s Employment and Training Administration (www.online.onetcenter.org). The classification system provides a code for various occupational titles; the contractor should use the code that best defines the employment titles to be utilized under the Contract.
- **Number of Employees:** Enter the number of employees in the employment category employed to provide services (Form A), or who have performed services (Form B), during the reporting period, including part-time employees and employees of subcontractors.
- **Number of Hours Worked or to be Worked:** Enter the number of hours to be worked (Form A), or worked (Form B) under the employment category for the reporting period.
- **Amount payable or paid under the Contract:** Enter the estimated amount to be paid (Form A), or paid (Form B) for each employment category for the reporting period.

- **Scope of Contract (Form B only):** Choose the category that best describes the predominate nature of the services performed under the Contract.

2.11 TAX LAW SECTION 5-A

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

The Contract Certification forms, included in this RFP as Appendix I – ST-220-TD and Appendix I – ST-220-CA, must be filed in compliance with Tax Law Section 5-a. Any bidder awarded under this RFP will, within seven calendar days of notification of award, file ST-220-TD directly with the Department of Taxation and Finance at the address provided on the form and ST-220-CA with the Commission.

Bidders can visit the New York State Department of Taxation and Finance website to obtain more information:

https://www.tax.ny.gov/pubs_and_bulls/tg_bulletins/st/section_5a.htm

2.12 INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS

Insurer qualifications and insurance requirements are provided in **Appendix O** of this RFP. The Contractor must comply with these requirements to remain responsible under the terms of the Agreement resulting from this solicitation.

In the technical proposal response, bidders must provide a statement agreeing, that if awarded a contract under this solicitation, they will comply with the insurer qualifications and insurance qualifications.

2.13 EQUAL EMPLOYMENT OPPORUNITY AND MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

This section outlines Contractor requirements and procedures for participation by New York State-certified Minority and Women-Owned Business Enterprises as well as Equal Employment Opportunities for Minority group members and women

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, the New York State Gaming Commission (the "Commission") 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 Commission contracts.

A. Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Commission hereby establishes an overall goal of **30 percent** for MWBE participation, based on the current availability of qualified MBEs and WBEs. A contractor (“Contractor”) on any contract resulting from this procurement (“Contract”) must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. To that end, by submitting a response to this RFP, the respondent agrees that the Commission may withhold payment pursuant to any Contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the Commission will evaluate a Contractor’s “good faith efforts,” refer to 5 NYCRR § 142.8.

The respondent understands that only sums paid to MWBEs for the performance of a “commercially useful function”, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR § 142.13, the respondent further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a Contract resulting from this RFP, such finding constitutes a breach of contract and the Commission may withhold payment as liquidated damages.

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.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting the Commission.

Additionally, a respondent will be required to submit the following documents and information as evidence of compliance with the foregoing:

- i. An MWBE Utilization Plan with their bid or proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the Commission for review and approval.

The Commission will review the submitted MWBE Utilization Plan and advise the respondent of the Commission's acceptance or issue a notice of deficiency within 30 days of receipt.

- ii. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the New York State Gaming Commission, Attn: Michele June, MWBE/SDVOB Compliance Specialist, One Broadway Center, Schenectady, NY 12305 or michele.june@gaming.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Commission to be inadequate, the Commission shall notify the respondent and direct the respondent to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

The Commission may disqualify a respondent as being non-responsive under the following circumstances:

- a) If a respondent fails to submit an MWBE Utilization Plan;
- b) If a respondent fails to submit a written remedy to a notice of deficiency;
- c) If a respondent fails to submit a request for waiver; or
- d) If the Commission determines that the respondent has failed to document good faith efforts.

The successful respondent will be required to 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 the Commission, but must be made no later than prior to the submission of a request for final payment on the Contract.

The successful respondent will be required to submit a quarterly M/WBE Contractor Compliance & Payment Report to the Commission, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

B. Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract 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 respondent, undertake or continue 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, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The respondent will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement to the Commission with its bid or proposal.

If awarded a Contract, respondent shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the Commission on a quarterly basis during the term of the Contract.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will 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.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

The EEO and MWBE requirements are set forth in **Appendix J** of this RFP.

2.14 NEW YORK STATE SERVICE-DISABLED VETERAN-OWNED BUSINESSES

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

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

The requirements under this program as they pertain to this RFP are detailed in Appendix K.

The “Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance” Form, included with this RFP as Appendix K-1, must be completed and submitted with the Response.

The SDVOB goal established under this RFP is 6 percent.

2.15 SUCCESSFUL BIDDER RESPONSIBILITIES AS PRIMARY CONTRACTOR

The Contractor will be required to assume responsibility for all contractual activities offered in the proposal whether or not the Contractor performs such activities. Further, the Commission will consider the Contractor to be the sole point of contact regarding contractual matters, including payment of any and all charges resulting from the Contract.

The Contractor may have subcontractors; however, the Contractor must accept full responsibility for the performance of any such subcontractor. If any part of the work is to be subcontracted, responses to this RFP must include a list of subcontractors, as provided in Part 4 of this RFP.

2.16 APPROVAL OF STAFFING

The Commission reserves the right to review and, if perceived necessary, disapprove any employee of the successful bidder who is assigned to the Commission Contract, either at Contract inception or during the term or any extension thereof.

2.17 NEW YORK STATE SUBCONTRACTORS AND SUPPLIERS

Proposers are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Subcontractor and supplier requirements are set forth in Appendix L of this RFP.

2.18 SUB-CONTRACT APPROVAL

The Commission must approve subcontractors and may require the successful bidder to replace subcontractors who are determined to be unacceptable upon inception or during the term or any extension thereof. Subcontractors are subject to background checks of personnel and principals, and may also require bidder licensing.

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Commission. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion(s) of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors, subject to approval of the Commission. If the Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this Agreement must be fully explained by the

Contractor to the Commission. As part of this explanation, the subcontractor must submit to the Commission a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this Agreement (See Section 1.19).

The Contractor retains ultimate responsibility for all services performed under the Agreement.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this Agreement including, but not limited to, the body of this Agreement, Appendix A – Standard Clauses for New York State Contracts and the RFP. Unless waived in writing by the Commission, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Commission, as the sole intended third party beneficiary of such subcontract. The Commission reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Commission or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Commission.

The Commission reserves the right, at any time during the term of the Agreement, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this Agreement.

The Contractor shall give the Commission immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the Agreement. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the Agreement.

If at any time during performance under this Agreement total compensation to a subcontractor exceeds or is expected to exceed \$100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

2.19 DELEGATION AND/OR ASSIGNMENT

No delegation of any duties under this Contract to another entity shall be binding upon the State until the Commission has given written consent to such delegation; nor shall assignments of rights to moneys due or to become due under this Contract be permitted to any entity other than Contractor, except by express written consent of the Commission.

2.20 CONTRACTOR CODE OF CONDUCT

The Commission is an extremely sensitive enterprise because of the nature of the business and because it is government operated. Therefore, it is essential that its operation, and the operation of other enterprises which would be linked to it in the public mind, avoid not only impropriety but also the appearance of impropriety. Due to this, Contractors associated with the Commission are expected to:

- A. Offer goods and services only of the highest standards;
- B. Use their best efforts to prevent the industry from becoming embroiled in unfavorable publicity;
- C. Make sales presentations in a responsible manner; and when it is necessary to point out the superiority of their goods or services over those of their competitors, to do so in such a manner as to avoid unfavorable publicity for the industry;
- D. Avoid promotional activities that could be interpreted as improper and result in embarrassment to the industry;
- E. Report security problems or potential security problems promptly to the Commission;
- F. Not offer or give any gift, gratuity, favor, entertainment, loan or any other thing of material monetary value to any Commission employee, or to any individual influencing the outcome of this project;

2.21 LICENSED INTELLECTUAL PROPERTY

To the extent that the bidder utilizes or relies upon the intellectual property rights of a third party in fulfilling its obligations under the Contract, the bidder will provide the Commission with whatever assurance the Commission deems necessary that the use of such third party intellectual property is permissible. In addition, in the event of failure to perform or breach of Contract the bidder must ensure continued right of use of licensed intellectual property by the Commission. The Commission will not pay a fee for rights already held by the bidder; however, if fees are incurred for the licensing of intellectual property owned by any third party relevant to the fulfillment of the services under this RFP, any fees to be paid by the Commission for use of a third party's intellectual property will be negotiated on a case by case basis. As part of its Proposal, the bidder must provide a list of any third party's intellectual property relevant to this procurement that the bidder is currently licensed to use.

2.22 COMMISSION SECURITY REQUIREMENTS

The Contractor, including its employees, officers, agents and subcontractors, shall be required to comply with all present and future security policies of the Commission. In addition, the Contractor, its subcontractors, project managers, their employees, officers and agents, and any and all persons involved in projects and work assignments under this Contract will be required, prior to access to any Commission site, to be given a security clearance by Commission. Anyone seeking access to a Commission site must provide their name, address, date of birth, company affiliation, and a company point of contact for employment verification, at least one week prior to any site visit. Once preliminary access approval is granted by the Commission, all visitors to a site must provide two (2) forms of valid identification, including one photo ID and written authorization that they are acting on behalf of a designated employer and/or contractor. Only after site authorization is confirmed will access to the Commission site be approved.

A. Physical Security During the Delivery of Contracted Services

(i) The Contractor shall be solely responsible for the safety and security of the project sites, facilities, and components under this Contract, with the exception that the Contractor is not responsible for overall building security at locations under the control and management of Commission, State, local or federal agencies. The Contractor remains responsible, however, for security of project components or equipment within such buildings, e.g. secure equipment enclosures within the space provided by such agencies. The Contractor shall be responsible for and shall correct its failure or theft of any components or portion of the project due to the Contractor's inadequate physical and/or information security at its cost and expense.

(ii) The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar system in today's heightened security environment. All components of site security shall be of suitable strength and design, and shall reasonably withstand attempts to gain unauthorized access.

B. Access by Personnel

(i) The Prime Contractor, its officers, agents, subcontractors, and their employees and independent contractors, shall be required to comply with all applicable facility and information security policies and procedures of the Commission and the State in performing the scope of work under this RFP. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.

(ii) The Contractor warrants that individuals performing work under this RFP are legally eligible to work in the United States and that such eligibility shall be maintained during the engagement while the individual is accessing any Commission site, information systems or data contained therein. In addition, prior to accessing any Commission site, project information systems or data contained therein, the Contractor, and its officers, agents, sub-contractors, and their collective employees and independent contractors performing work under this RFP, shall be required to:

(a) Obtain security clearance from the Commission, which may include, at the Commission's discretion, a criminal history and/or background investigation of individuals proposed to perform work under the Contract. Individuals assigned to the project by or through the Contractor shall be required to submit identifying information to the Commission.

(b) Obtain from the Commission and prominently display on their person, Commission issued identification cards while physically present at any Commission site.

(iii) When an emergency or other circumstances occur which render immediate compliance with the foregoing requirements impractical, the Commission may, in its

sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. Such deferment shall not be construed as a waiver of the Commission's right to subsequently require security clearance as to any individual previously granted such temporary access; provided however, that even in such circumstances, the Commission shall approve such individual's access prior to such individual accessing a site, system or data and the Commission may accompany such individual when on-site.

(iv) The Commission reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access prior to such individual accessing a site, system or data and the Commission may accompany such individual when on-site. The Commission reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval of and refuse to permit access to Commission facilities, electronic information systems or data contained therein to any individual proposed by or through the Contractor (A) who refuses to comply with the security procedures outlined in this section, or (B) where the Commission determines that the individual may present a risk to the Commission's security interests. The Commission shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under the Contract resulting from the Commission's denial of access to any individual(s) pursuant to this section.

2.23 MOST FAVORED NATION

The benefits and terms granted by seller are at least as favorable as the benefits and terms granted by seller to any previous buyer of the equipment, hardware and software described in the Proposal. Should seller enter into any subsequent agreement with any other buyer during the term of the Agreement, which provides for benefits or terms more favorable than those contained in the Agreement, then the Agreement shall be deemed to be modified to provide buyer with those more favorable benefits and terms.

Seller shall notify the Commission promptly of the existence of such more favorable benefits and terms and the Commission shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Commission, seller shall amend the Agreement to contain the more favorable terms and conditions.

2.24 INSPECTION OF EQUIPMENT, SUPPLIES AND/OR SERVICES

The quality of service shall be subject to inspection by the Commission at any time. Should it be found that quality of the service being performed is not satisfactory, and that the requirements of the specifications are not being met, the Commission will notify the Contractor of these deficiencies in writing, and it shall be its responsibility to make the necessary corrections within thirty (30) days after receipt of such notice. If deficiencies have not been corrected within thirty (30) days, the Commission may terminate the contract and employ a Contractor to make corrections at the original bidder's expense.

No equipment, supplies, and/or services received by the Commission pursuant to a contract shall be deemed accepted until the Commission has had reasonable opportunity to inspect said equipment, supplies, and/or services. Acceptance shall be deemed to occur on the date when, in the reasonable opinion of Commission, the equipment, lighting, furniture, supplies, and/or services, conforms to the Specifications, and has continuously operated in compliance with the Specifications for thirty (30) days.

All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected. The Commission reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and specify a reasonable date by which replacements must be received.

2.25 DAMAGE

The successful bidder shall repair, or cause to be repaired, at its own cost any damage to the Commission's facilities, buildings, or grounds caused by the successful bidder or employees, subcontractors, or agents of the successful bidder. Such repairs shall be made immediately after awareness of damage, or notice by the Commission, but not more than thirty (30) days after the occurrence.

2.26 OWNERSHIP OF MATERIALS

Ownership of all data, documentary material and reports originated and prepared exclusively for the Commission pursuant to any Contract resulting from this RFP shall belong to the Commission. Vendor agrees that, except where noted, all materials, documents, products, reports, data and other information, whether finished, unfinished, or draft developed, gathered or compiled under this agreement by vendor are the sole exclusive property of the Commission and that they shall not be used by the vendor or any other person or destroyed without express written permission of the Commission.

PART 3 – SCOPE OF WORK

3.1 OVERVIEW

The successful respondent to this RFP shall, under the direction of the Commission's Lottery Drawings Manager, provide the design; equipment, cabling and accessories; green screen; lighting and related materials; furniture (consoles, monitor walls, racks); software; integration; testing; training; and as-built documentation for the upgrade of the NY Lottery drawing studio and control room as defined in this Part 3.

Access to the work site will be provided between the hours of 7 a.m. and 6 p.m., seven days per week. Extended hours may be allowed only with consent of the Commission. The Commission will be utilizing offsite space for a temporary studio; therefore, there will be no interruption of the services to be provided by the successful bidder.

The new studio area shall be equipped for multi-camera switched production, supporting a minimum of 1080i HD broadcast quality. The major studio systems including cameras, audio acquisition and studio environment shall be designed to maximize available space, flexibility of use, and a variety of shot configurations. The studio shall be equipped with a green screen cyclorama for use with 2D virtual sets. The green screen shall be sized and configured to maximize available space, flexibility of use, and a variety of shots and virtual set designs.

The new control room shall contain complete, functional systems for production and recording of Lottery drawings. In addition to audio and video equipment, the successful respondent shall furnish and install any cabinetry, furniture and equipment racks needed. Configuration shall be designed for use by one operator (for both video and audio). All aspects of the video production workflow should be file based utilizing the latest Media Asset Management ("MAM") workflow strategies. The system design shall be wired with cut-to-length cabling and utilize existing power outlets.

The successful bidder will not be expected to dismantle, package, or remove any existing equipment, lighting, furniture or accessories. The Commission will arrange separately for all work related to clearing out and preparing the studio and control room space for integration by the successful bidder.

A project implementation meeting shall be conducted at the Lottery Headquarters in Schenectady, New York within two weeks of notification of contract approval. At the meeting, the successful respondent's project manager and key project staff will meet with Lottery personnel to discuss the expectations of the project and responsibilities of each; review the scope of the project and how each task will be accomplished; establish a schedule for progress reports; obtain a collective understanding of the job site to begin the project; and discuss final designs.

3.2 DESIGN SERVICES AND DRAFT SCHEMATIC

The successful respondent's studio design should utilize existing available space to the greatest degree possible without interruption to existing production workflow while still fully meeting the functional and technical design specifications described in this section.

The current Lottery drawings studio, including the control room, and viewing room¹ is 2,160 square feet, as identified in **Exhibit 2 – Current Lottery Drawings Studio Layout**.

A current studio wiring diagram is included as **Exhibit 3**, although it is not required that the workflow replicate what is currently configured.

The successful respondent shall provide a fully run listed draft schematic drawing of the design with their proposal. The draft schematic must be signed off by the Commission prior to commencement of the installation.

To follow is information relative to the current operation of the studio and control room as well as components required to be included in the design.

1. The Commission currently records two copies of each drawing into the key-pro decks and two onto DVD. There is an iso-camera on the studio floor, in case a ball falls out of the drawing machine, and a dub tower for redundancy.

The Commission records into a turbo system, which is dedicated to refeeding any recordings via satellite. This is done in the event a station misses a drawing, or during the time after a drawing is finished and the post-test and ball seal are performed and recorded on the primary system when a refeed is needed. The current equipment is not supported by broadband. The transmission of the drawings is through satellite, not FTP. Because certain networks air the drawings live, we must continue to use a satellite uplink. Our Mbps upload and download is 50 Mbps. The Commission does not currently have an efficient way to transfer files and media from the recording devices to be archived. If there is a better FTP file transfer option available, then the successful bidder may suggest them.

2. Currently there are three program fed ("program" meaning the actual drawings productions as they look on-air) video monitors in use on the studio floor, however, that is based on the current setup, and the drawings procedures in place using that setup.

The number of feeds desired or necessary in the new studio, whether program or other ("other" being an isolated feed of just a graphic or specific camera shot separate from the final program feed), will depend on the design developed by the successful bidder in their proposal. This determination may have more to do with the way drawings are conducted with a new setup. Having at least one program feed monitor on the floor is necessary, but we may need at least two or three with the option to add one or two other non-program feeds as well.

3. The successful respondent shall furnish and install software, equipment and character generators ("CG") in the control room for the Commission to design 2D virtual sets and

¹ The viewing room is not part of the scope of service under this solicitation.

production graphics for each of the daily televised lottery drawings. The software package shall allow for modification and customization using installed software, equipment and CG. Edits will continue to be performed in the control room.

4. Camera controls shall be located in the control room. The system shall be capable of controlling all robotic cameras and configuring camera presets to facilitate a one-person production environment. The system shall be able to retain, in memory, multiple presets to call upon during Lottery drawings and productions.
5. The audio format is stereo only, and equipment will need to handle additional channels, if necessary in the future. All audio signals should be routed through an audio mixer/processor. The audio mixer shall be a 16-channel desktop mixer installed on the control room console. Some discreet AES audio may be involved in the design, but it is not anticipated that we will go beyond 2-channel. If the Commission goes to digital technology, embedding, de-embedding, and monitoring will be required in the signal processing. The location shall be suitable for ease of operation in a one-person production environment. The successful respondent shall furnish and install all cabling and hardware necessary to support the audio mixer.
6. Connectivity that will accept the HD-SDI 1080i signals throughout the signal path to the broadcast stations is required. This is typically a copper connection, but file transfer capability is also important.
7. If power/heat load requirements change for the new equipment, and accommodations are to be made to allow for these changes, then the Commission would like to use space equal to that used by the current setup, if possible. Cable paths are to remain the same: under the floor and in the ceiling, where applicable, as long as it is relevant for the predicted travel path. Bid designs should include full schematics (such as rack elevations, etc.), but not cable paths.
8. The Uninterruptible Power Supply ("UPS") for any internally powered racks is part of the building infrastructure, and therefore, not rack based. The building's current UPS layout provides the Control room a dedicated power panel on the UPS.
9. The successful bidder shall recommend the replacement or repair of flooring, which will be implemented by the Commission under a separate procurement. The current flooring is concrete, covered in part by rubberized flooring. The walls are acoustically treated and do not require updating.

3.3. EQUIPMENT, SOFTWARE, LIGHTING, FURNITURE, AND RELATED MATERIALS

The successful bidder shall identify, supply and install all equipment (hardware and software) cabling, and accessories; lighting and related materials; green screen; and furniture necessary to meet the functional and technical design specifications described in the RFP and as listed below in this Section.

Acceptance of equipment, lighting and software shall be deemed to occur on the date when, in the reasonable opinion of Commission, the Equipment conforms to the RFP

specifications, and has continuously operated in compliance with the specifications for thirty (30) days.

A. Equipment.

All equipment, cabling and accessories must accommodate at least HD (1080i) broadcast quality and be new, of current production, and available for marketing by the manufacturer. There is no need for equipment to be upgradeable to support other formats (e.g. 1080P60, 4k or to support HDR or WCG).

All equipment must be purchased from a US Authorized dealer and the Commission must be provided with the following:

- i. All original operating instructions, manuals and warranties for the equipment and software.
- ii. Installation and testing procedures.
- iii. Operation procedures.

1) Studio Equipment:

a. Cameras. The successful respondent shall furnish and install three (3) High Definition PTZ Cameras equipped with robotic controls for pan, tilt, zoom, focus and iris. The robotic cameras shall be mounted on dollies with pedestals in the studio. Cameras shall be adjustable from the control room via remote control. The successful respondent shall include any wiring necessary, to provide power, video and control feeds from each camera to the control room. Current camera cable lengths are approximately 150 feet.

b. Teleprompter System. The successful respondent shall furnish and install a turnkey teleprompter system that includes teleprompter software, computer to run the software, three (3) teleprompter monitors, three (3) camera mounts, and three (3) reflective glass screens. The teleprompter enclosures shall be installed on each robotic camera.

c. Audio and Video Monitors. The successful respondent shall furnish and install audio and video monitors in the lottery studio. The specifications and quantity of monitors shall meet the functional and technical design specifications described in both this section, as well as the Lottery Drawings Procedures used before, during and after productions of televised drawings. This may include the need to monitor individual camera feeds, production graphics, as well as program feeds. Detailed Lottery Drawings procedures information will be provided to the successful respondent subsequent to award.

2) Control Room Equipment/Software:

a. Video Processing. The successful respondent shall furnish and install all equipment needed for multi-camera switched production, supporting a minimum of 1080i HD

broadcast quality. Multiple function components, such as production switching and CG, will be combined into a single integrated device. All video signals shall be routable through the digital production switcher and special effects generator. All inputs and outputs shall support a minimum of 1080i HD broadcast quality. The production switcher shall be equipped with the ability to do character generation so it can be used as a backup to the main CG in the event of a failure. A system with an IP controllable interface is desirable. The successful respondent shall include cabling and hardware necessary to support the video production switcher, including necessary computers to operate the software.

b. Character Generator. The successful respondent shall furnish and install an HD CG system for production graphics during program recordings. The CG will be a rack mounted computer with HD-SDI input and output. The system shall be capable of using imported fonts. The system's HD-SDI output shall be connected downstream of the production switcher. The CG system shall include a minimum 21" computer monitor. A system with audio capabilities along with a data linking feature and an IP controllable interface is desirable. The successful respondent shall include all cabling and hardware necessary to support the character generator. The CG shall be the same system used to create production graphics in the virtual set.

c. Audio and Video Monitoring. The successful respondent shall furnish and install an audio and video monitoring system to be installed in the control room console. The successful respondent shall include all cabling and hardware necessary to support the audio and video monitoring system. A quality control station with all necessary equipment for audio/video monitoring, separate from the main control panel must be included in the design.

d. Solid State Drive (SSD) Video Recorders. The successful respondent shall determine if replacing, upgrading or otherwise enhancing the current recording system is necessary to meet the functional and technical design specifications described in this section, primarily moving toward an entirely networked file based system. Any new equipment must be supplied and installed by the designer. Any remaining equipment must be integrated with the new studio equipment.

The Lottery Drawings Studio Control Room is currently equipped with two (2) Aja Ki Pro Rack SSD video recorders as the primary recording system for the lottery drawings. Re-using these SSD recorders is desirable. The Ki Pro SSD recorders are not currently networked. The successful respondent shall connect and configure the recorders to the control room network for file transfer from the Ki Pro recorders for post-production use such as editing and Media Asset Management. In addition, the Control Room is currently equipped with other video recording systems including two (2) DVD recorders, two (2) HDD recorders as well as two (2) DV Cam VTRs. Each of these devices serves a purpose in the current daily workflow and long term archiving system.

e. Master Clock. The successful respondent shall furnish and install a digital Master Clock that meets the functional and technical design specifications described in this section.

f. Waveform Monitor and Vector Scope. The successful respondent shall furnish and install a High Definition rack mounted Waveform Scope that meets the functional and technical design specifications described in this section.

g. Intercom System. The successful respondent shall furnish and install a new wireless intercom system for use between the control room and the studio to maintain communication between the control room and the on-air talent.

h. Public Address System. The successful respondent shall furnish and install a public address (PA) system so that the control room operators may communicate through a speaker mounted in the studio. There shall be a momentary push button microphone located on the control room workstation to momentarily activate the talk path.

i. Wireless Microphone System. The successful respondent shall furnish and install a turnkey wireless microphone system. The system shall include a (10) wireless microphone system including (2) handheld omnidirectional microphones, (4) ear-set omnidirectional microphones and (4) omnidirectional lavalier microphones, as well as wireless receivers, antenna combiner, and body pack transceivers. In addition, the successful respondent shall furnish and install a wired handheld microphone for use as an emergency backup during lottery drawings in case of a wireless system failure.

j. Editing Station. The successful respondent shall furnish and install a computer based Non-Linear Editing (NLE) workstation, fully configured and equipped to optimally operate Adobe Premier Pro and other Adobe Creative Cloud (CC) applications used in pre and post production activities. The workstation shall be fully configured and equipped to optimally operate the **virtual set design software** installed by the successful respondent. The successful bidder shall determine whether Windows or Mac is best suited for the desired look. The editing workstation shall include all cables and peripherals needed to operate the editing workstation. The editing workstation shall be configured to allow file transfers over the Control Room network between SSD recorders and Storage Area Network. Adobe CC will be installed and configured by the successful respondent.

k. Storage Area Network and Media Asset Management. The successful respondent shall furnish and install a Storage Area Network (SAN) and Media Asset Management (MAM) system. The access is limited to users/equipment within the Control Room Network installed and configured by the successful respondent. The SAN shall be on premise (non-cloud based), and have a capacity of no less than (50) terabytes with the option of expanding the system to (100) terabytes, and shall be expandable to higher capacities in the future. The SAN should accommodate RAID storage with hot-swappable drives. The SAN shall interface with the editing station so that video can be edited directly on the SAN. The SAN shall be able to interface with the MAM for archiving of long term storage as well as the playback and ingest system for file transfer between systems. The MAM system shall support a workflow that is entirely file based. The MAM shall be comprehensive to include management of all assets including metadata, management of all assets from a desktop, seamless file transfer and file conversion, and file based ingest. The successful respondent shall

install any necessary software on systems within the Control Room to enable file transfers to the SAN and facilitate the functions of the MAM system.

The successful respondent shall furnish and install all necessary cabling and hardware to accomplish the desired functionality of the system. **Currently, plenum cabling is used in the ceiling, but not the floor. The Commission recommends the use of plenum rated cabling for everything.**

B. Green Screen.

The successful respondent shall furnish and install a non-wall-mounted, concave, self-supporting and modular green cyclorama wall, to include coves for all corners, wall-to-wall, and wall-to-floor connections, to establish a smooth and seamless appearance. The green screen will be used at every set and will allow the Lottery to move from a single fixed hard set to multiple virtual set environments for its drawings and productions.

The green screen does not need to be mobile; just not permanently affixed to the wall. It is expected that the green screen be free standing and easy to remove and re-install in the event of a set reconfiguration, but it does not need to be mobile in the sense of having the capability to be moved around regularly, such as on wheels.

The successful respondent shall also recommend any additional improvements to the studio necessary for meeting the technical needs of a virtual set environment.

Exhibit 4 - Green Screen Cyclorama Diagram, is included in this RFP to provide a diagram of the green screen format and layout.

C. Lighting.

The successful bidder shall submit a production lighting design proposal utilizing LED fixtures and a DMX control device (light board, computer). This design must incorporate the existing Lottery Drawing Studio lighting grid. No Tungsten fixtures will be allowed or substituted on this project.

The studio has an ETC Unison Echo Relay Panel System that feeds the production lighting circuits in the studio . All Led lighting fixtures must have onboard DMX (5 pin) driven dimming capabilities and should have male edison power connectors. The studio production lighting circuits are 20a twist lock connectors so adapters quad boxes (twist lock to Edison quad box) will need to be included by the successful bidder.

There are a total of 72 20amp non-dim usable production lighting circuits in the studio. 24 of these circuits are backed up by a generator for a loss of power situation. These circuits are marked with a letter "E" before it's circuit number labeled on the circuit raceway. The 72 circuits are spread out evenly throughout the studio.

The Studio has an ETC ion Control Console (1000 channel) and the studio has a 8 way DMX opto-splitter that will be located in the grid and will have the ability to distribute the data (dmx) to the studio LED lighting fixtures. Please be aware that there is no

extra edison power cables or dmx cables for the production LED lighting fixtures. Those cables and adapters will need to be included in the bidders package based on the final lighting design that the bidder submits for the studio.

The successful bidder shall supply all soft cable and adapters (power and data) as well as lighting fixtures and all accessories that will supply the proper broadcast quality lighting.

The production lighting designs must meet the functional and technical needs of at least seven (7) separate lottery drawings and be configured to support maximum flexibility of use and a variety of shots and virtual set designs using a chroma wall.

D. Cabinetry and Furniture.

In addition to audio and video equipment, the successful respondent shall furnish and install any cabinetry, furniture, consoles, monitor walls, and equipment racks needed to complete the studio design. All rack mounted equipment and desktop mounted video and audio control equipment shall be laid out to permit control room operation by one (1) operator for both audio and video.

E. Warranty

Standard manufacturer's warranties shall be provided for all equipment, software, lighting, green screen, and furniture for materials and/or workmanship, as applicable. The warranty shall include software upgrades and manufacturer telephone support.

1. The Contractor expressly warrants that all equipment, supplies and/or services provided shall:
 - a. conform to every specification, drawing, sample or other description which was furnished to or adopted by the Commission
 - b. be fit and sufficient for the purpose expressed in the RFP
 - c. be merchantable
 - d. be of good materials and workmanship, and
 - e. be free from defect.
2. The Contractor shall furnish a written warranty that describes the services proposed under these specifications. Such warranty shall survive delivery and shall not be deemed waived either by reason of the Commission's acceptance of or payment of said equipment, supplies and/or services.
3. The Contractor must be certified/authorized to install and configure the electronic equipment as specified in this RFP, as assurance that a warranty can be provided.

3.4 INTEGRATION

The studio and control space will be in a ready state for the successful bidder prior to commencement of work. The Commission shall be responsible for arrangement of the removal of all equipment, lighting, furniture, cabling, and other materials in the studio and control room; removal of the existing stage, and other heavy materials; repair and/or refinishing of the flooring to the desired effect, as recommended by the designer.

Maintaining the video broadcast capabilities of the Lottery Drawings Studio is a critical priority of the Commission. Plans for the installation of components and systems within the studio and control room shall be reviewed by the Lottery Drawings Manager prior to installation.

The successful respondent shall furnish and install all equipment, furniture, cabling, accessories and related materials for the studio and control room.

Successful respondent must not perform any type of installation to the building by tapping into the permanent electrical panel and cannot open electrical panel to install additional wiring. Successful proposer can only plug into existing outlet.

3.5 TESTING, TRAINING, AS-BUILT DOCUMENTATION

A. Testing:

1. Fully test and troubleshoot all aspects of the new studio prior to going on-line.
2. The successful respondent shall provide the Commission with complete and detailed test results along with all equipment serial numbers. The test results must be delivered to the Commission before payment.
3. The successful respondent shall be responsible for ensuring the new broadcast system is fully operational and functioning properly for at least seven (7) draw days without any failure in the studio production facility prior to broadcasting live drawings.

B. Training. Provide training of new equipment and software to Commission and MSC staff.

C. As-built Documentation.

Upon completion and Commission acceptance of the installation, the successful respondent shall provide the following as-built documentation:

1. two (2) complete schematics of the lighting system;
2. two (2) complete schematics of as-built audio and video wiring;
3. two (2) complete wiring lists and complete technical specifications of each piece of equipment.

All cabling, other than electrical wiring shall be marked with unique designations at both ends. All cable designations shall be indicated on the schematics. The drawings shall be "C-Size" (17" x 22") and a "non-locked" image software version (PDF, JPEG, etc.) on a CD or other agreed upon form of media, and shall include complete technical specifications of each piece of equipment.

PART 4 – PROPOSAL RESPONSE

This Part 4 provides the requirements for development of the technical and pricing proposals, explains the proposal clarification process, and outlines the proposal submission process. In preparation of the Proposal, each bidder should pay special attention to the requirements and information being requested to respond fully to the RFP. Any Proposal found to be incomplete or placing conditions in response to the requirements under this RFP may be deemed non-responsive and removed from further consideration. **Attachment 4 – Document Submittal Checklist** – is provided to assist the bidder in including all requirement information and documentation.

4.1 TECHNICAL PROPOSAL

A. Business Organization

The Proposal must include the information listed below.

1. State the full name and address of its organization and, if applicable, any branch office or other subordinate element that will perform or assist in the performance of the work hereunder. The bidder shall indicate whether it operates as an individual, partnership, corporation, joint venture, or other specified form of business organization. Each bidder must state whether they are qualified and/or registered to do business in the State of New York.
2. Indicate the name, address (including e-mail) and telephone number of the individual from your organization that is authorized to bind the organization to the terms and conditions of its Proposal.
3. Provide a company organizational chart by staff title.
4. Provide information demonstrating the bidders' financial viability, integrity and stability, for example; financial statements.
5. Provide a summary of the company's mission, culture and guiding philosophy.
6. Indicate the organization's hiring practices, including suitability standards.
7. Provide a list of the company's strengths in relation to the work defined in this RFP, including employee capacity to undertake and successfully carry out the proposed services.
8. Provide a list of accounts lost or resigned from over the past two years and explanation of why they occurred.
9. To the extent not already provided in the Vendor Responsibility Questionnaire, the bidder shall describe key corporate personnel, ownership control, and facilities available to satisfy the requirements of the proposed Contract. This information will be used in conjunction with the Vendor Responsibility Questionnaire.

B. Experience of The Bidder's Organization

The bidder must demonstrate in its Proposal that its organization is of sufficient size and has the qualifications required to perform the requested services defined in the RFP. Include sufficient detail to demonstrate the relevance of such experience.

The Proposal must include the following:

1. Description of the experience of the bidder's organization that would be considered relevant to the successful accomplishment of the scope of work required herein and whether any of that experience was as a prime or sub-contractor relationship. Provide the prime and subcontractor roles.
2. Of the projects required under the minimum qualifications, choose two projects, and provide detailed case studies of these projects facilitated by the bidder. One of these case studies must have included implementation of a green screen. Each case study must include at least the following components:
 - (a) approach to achieving the client's desired "look";
 - (b) how equipment/lighting/green screen was selected to achieve the desired design outcome;
 - (c) steps taken to troubleshoot any issues that may have arisen;
 - (d) any variances to original timelines, with associated explanation and resolution.

References

Provide references, relevant to any of the requested services, as outlined below. References must include company name, contact person (name, title, phone number, email address and mailing address) and include a general statement of the type of engagement performed for this reference.

- a) If prime bidder only, submit three references.
- b) If submitting a joint proposal, provide two references for each company.
- c) If utilizing a subcontractor for any significant portion of the work, provide two references for the prime and two for each subcontractor.

The Commission reserves the right to contact references as many times as is necessary and to contact as many references as is necessary to obtain a complete understanding of the bidder's performance and experience. The Committee also reserves the right to request additional or alternative references to those provided in the Proposal, as needed. References will be used to substantiate the technical proposal.

C. Project Management and Staffing

The Proposal must include the information listed below.

1. Identify all staff (name and title/position), including a full time dedicated staff project director, and other personnel to be used under an ensuing Contract. The Commission expects that the project director will have overall responsibility for all work conducted

pursuant to this RFP. Exceptions may be made only with the approval of the Commission.

Note: If staff is “To Be Determined”, bidder must indicate the staff title and the qualifications and attributes required for the position.

2. Provide resumes (not biographies) for all proposed staff indicating the relevant experience of each. **Biographies do not provide sufficient information to allow for adequate evaluation of the individual’s capabilities.**
3. Indicate the role each staff will have in the project and the anticipated percentage of time allocated for each in the proposed work effort.
4. Indicate the role, if any, that proposed staff has had in previous projects with the organization, particularly those presented in the case studies under Section 4.1.B.2.
5. If applicable, list all subcontractors to be utilized, including firm name and address, contact person, and a complete description of work to be subcontracted. Descriptive information relative to the subcontractor’s organization and capabilities must be included. If the bidder intends to utilize subcontractors, but has yet to identify them, then the proposal must include a description of the credentials that will be sought of such subcontractor(s). If the bidder does not intend to utilize subcontractors, that too should be indicated in the Technical Proposal.

D. Studio Design, Equipment, Lighting

1. Provide draft schematics of the overall studio design, and placement of equipment and lighting as described in Section 3.5.C.
2. Describe the overall look and functionality that the design, including, equipment and lighting, will provide to the Lottery.
3. Utilizing **Attachment 3 – Technical Proposal Equipment, Lighting, and Furniture List**, provide a detailed list, **excluding pricing**, that includes:
 - a. make, model, and description of the item, as well as information pertaining to its functional use;
 - b. manufacturer and warranty on the item relative to the materials or workmanship. Also, indicate the method for making a claim on the warranties, including your company’s role in the process.

NOTE: Do not include associated pricing with the equipment list. The pricing of the equipment will be provided only in the Pricing Proposal – Attachment 2, which will be submitted separate from the Technical Proposal. Technical Proposals that contain pricing will be deemed non-responsive and removed from consideration.

4. Provide information that demonstrates that the vendor providing the item is an authorized dealer for the proposed item, and the individuals installing the item are authorized to do so. If your firm is not the authorized dealer, indicate the process for warrantee claims.
5. Describe the benefits, any superior qualities, economic efficiencies, etc. of the items proposed and the methodology for the selection of the item.
6. Provide details pertaining to the virtual set software and character generators, to be utilized in the studio integration. Describe the features available, whether future updates are available, and, if so, how they will be implemented.
7. Provide a description of how the studio drawings broadcast will commence using the proposed equipment and layout, including the seamless broadcast of more than one game during a broadcast.

E. Work Plan

1. Describe how your firm will approach planning, organization, implementation, and management of a project in accordance with the requirements outlined in this RFP. Such factors shall include, but not be limited to: communication, approach to problem solving, tracking, internal controls, and quality improvement.
2. Provide a detailed timeline for the project, indicating the approximate start and end dates for different components of the project, consistent with the eight-week period designated for the successful bidder to complete their work following complete demolition and preparation of the studio and production space by the Commission and other sources, which is anticipated to be completed by July 1. For this response, use July 1 as the earliest start date.
3. Indicate the level of effort anticipated to successfully complete the project, including: the number of labor hours required to complete the design, installation, and training. Differentiate between prime and subcontractor roles.
4. Describe how the firm will best utilize the seven-day per week schedule (between the hours of 7 a.m. and 6 p.m.).
5. Describe the steps to be taken during the testing phase to ensure the first live broadcast in the new studio will be flawless.
6. Describe your approach to training production staff on the use of the equipment.

4.2 PRICING PROPOSAL

Utilizing **Attachment 2**, Pricing Proposal Form, the bidder must provide all-inclusive pricing for each item below based on the scope of work defined in the RFP. **Bidders must use Attachment 2 for their Pricing Proposal. Alternate forms will be considered non-responsive.**

- a) Studio and control room design & draft schematics.
- b) Travel and expenses (all-inclusive and not-to-exceed).
- c) Equipment (hardware and software), cabling and accessories, lighting and related materials (including delivery). Equipment costs shall include all packing, handling and shipping charges FOB destination (Commission or integrator's site), freight prepaid.
- d) Green Screen Cyclorama (including delivery and set-up).
- e) Furniture: consoles, monitor walls & other furniture or racks (including delivery and set-up).
- f) Delivery fees for equipment shipped from the Integrator's site to Lottery headquarters in Schenectady, after pre-racking (all-inclusive and not-to-exceed).
- g) Integration (equipment and lighting).
- h) Testing, training, and as-built documentation.

4.3 PROPOSAL CLARIFICATION PROCESS

The Commission may request clarification from a bidder for the purpose of resolving any ambiguity or questioning information presented in the Proposal. Clarifications are an opportunity to explain, but not to enhance, a Proposal. Requests for clarification may occur throughout the Proposal submission review and/or the Proposal evaluation process. Clarification responses must be in writing and must address only the information requested. Responses must be submitted to the Commission within the time stipulated at the time of the request. As applicable, clarifications will be treated as addendums to the bidder's Proposal.

4.4 PROPOSAL CONTENT AND SUBMISSION

Bidders must submit a complete proposal as outlined below. A proposal that does not comply with these requirements may be deemed non-responsive.

A. Proposal Content:

Each bidder is expected to provide the Commission with information, evidence and demonstrations that will make possible a contract award that best serves the stated interests of the Commission and the State of New York. Bidders are given wide latitude in the degree of detail they offer or the extent to which they reveal plans, designs, systems, processes, and procedures.

There is no limit on the number of pages in each proposal; however, bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to satisfy the requirements of this RFP. Proposals containing preponderance

of boilerplate text are discouraged. Emphasis in each proposal should be on completeness and clarity of content.

Failure by a bidder to provide the appropriate information or materials in response to each stated requirement or request for information may result in lower scores during the evaluation or determination of a non-responsive proposal. Responses to complex RFP requirements that are stated in a form semantically equivalent to "bidder agrees to comply" may be rejected for non-responsiveness at the discretion of the Commission.

B. Proposal Format:

Each bidder must submit a complete proposal in the format described below and in response to the RFP.

Each Proposal must consist of two (2) volumes: Volume 1 - Technical Proposal and Volume II - Pricing Proposal. Each Volume must be sealed separately from the other and packaged together when submitted to the Commission as defined in Item C of this section.

The transmittal letters for both Technical and Pricing proposals must also contain an explicit formal agreement by the bidder to comply with all contractual provisions and contain a statement that the Proposal will remain valid at least 180 days from the due date of Proposals.

Volume I – Technical (non-price) Proposal:

The Technical Proposal must include a transmittal letter, signed in ink by an official authorized to bind the bidder to its provisions, and must include Information outlined below in Item 1.

This Proposal shall include descriptive and technical matter only. No pricing information shall be contained in the Technical Proposal.

The contents of the Technical Proposal (Volume 1) must follow the outline below and include divider pages with tabs to separate the response sections, appropriate headings as represented in the RFP, and page numbers.

To assist bidders in their Proposal response and submittal of the required documents, a **Technical Proposal Submittal Checklist** is incorporated into this RFP as **Attachment 4**. This Checklist must be completed and included with the bidder's Technical Proposal.

1. Transmittal Letter: The transmittal letter must be signed and shall contain names, addresses (physical and e-mail), and telephone numbers of individuals who are authorized by the bidder to address matters related to the Proposal including, but not limited to, contractual, technical, site visit, and references.
2. Technical Proposal Submittal Checklist – Attachment 4.
3. Acknowledgement Form (Attachment 1) of all RFP addenda.

4. Signed Contract (Appendix B) (Section 2.2).
5. Designation of proprietary information in the form described in this RFP (Section 1.15).
6. Disclosure of Litigation and Other Information (Section 1.18).
7. Conflict of Interest Disclosure (Section 1.19).
8. Certifications and representations as required by this RFP and as listed in the Technical Proposal Submittal Checklist.
9. Response to specifications and in the order provided for in Part 4 – Information Required from Bidders, including technical documentation as appendices.

Volume II – Pricing Proposal:

The Pricing Proposal must be prepared as provided in Part 4 of this RFP using the Pricing Proposal form provided as **Attachment 2 (pages 1 and 2)** of this RFP. Bidders should carefully review the basis and terms of compensation set forth. Any deviation from this format will cause the Proposal to be deemed non-responsive.

The contents of the Pricing Proposal volume must follow this outline:

1. Transmittal letter.
2. Pricing in the format provided as Attachment 2.

C. Proposal Submission:

Both Volumes of each Proposal must be submitted to the Commission as set forth must be received by the date and time set forth in the Schedule in Part 1 of this RFP. Originals should be clearly marked to differentiate from the copies.

Technical Proposal

Both hardcopy and electronic versions of the entire Technical Proposal must be submitted as noted below and must be marked clearly to differentiate.

- **Hardcopy: Two originals and four copies.**
- **Electronic (non-redacted): Three USB Memory Sticks containing a PDF file.**
- **Electronic (redacted): One USB Memory Stick containing a PDF file.**

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

The electronic version must mirror the full Technical Proposal.

Note: If there are any differences between the hardcopy and electronic versions of the Technical Proposal, the hardcopy version will be deemed to be the Proposal considered.

Pricing Proposal

Both hardcopy and electronic versions of the entire Pricing Proposal must be submitted as noted below and must be marked clearly to differentiate.

- **Hardcopy: Two originals and one copy.**
- **Electronic: One USB Memory Stick containing a PDF file.**

The electronic version must mirror the hard copy.

Note: If there are any differences between the hardcopy and electronic versions of the Pricing Proposal, the hardcopy version will be deemed to be the Proposal considered.

Packaging the Proposals

Each Volume of the Proposal must be separately sealed and labeled to identify the Volumes. The separately sealed Volumes should then be packaged together and the package must contain the following identifying information on the outside of the package:

Identification label containing: "Sealed Proposal", the RFP Contract number from the RFP cover page, company or organization name, Proposal due date and time from the Schedule in Part 1 of the RFP.

If a delivery service is used which prohibits such markings on the envelope or package, this information must be placed on the outside of an interior envelope or package.

The address for Proposals submitted by Contract carrier, courier delivery, in person delivery, or by U. S. Postal Service is:

Gail P. Thorpe
Supervisor of Contract Administration
New York State Gaming Commission
Contracts Management Unit – 4th Floor
One Broadway Center
Schenectady, NY 12305

If a Proposal is to be delivered by a method other than U.S. Postal Service, the bidder should contact the Contract Management Specialist 2 or the Supervisor of Contract Administration, identified in this RFP, prior to delivery to assure proper receipt of the Proposal. **Fax or e-mail submissions are not acceptable and will not be considered.**

D. Proposal Receipt:

If hand delivered, an individual from the Commission's Contract Administration Office will provide a receipt indicating when the Proposal is received at the Security Desk in the Commission's Lobby on the ground floor of One Broadway Center. The time indicated on this receipt will be the official time of receipt. In addition, whether hand delivered or delivered by any other method, the Commission will confirm receipt by electronic mail.

Upon receipt of a Proposal, the Pricing Proposal (**Volume II**) will be secured by the Commission's Finance Office and will not be opened (or accessible) until after the Technical Evaluation process is complete.

The Technical Proposal (**Volume I**) will remain with the Commission's Contract Administration Office for initial review of document submission as provided in this RFP and subsequently distributed to the Evaluation Committee members at the start of the evaluation process.

E. Late Proposal:

A Proposal must be received by the Commission on or before the due date and time specified in the Schedule – Part 1 of this RFP. The bidder is responsible for timely receipt of its Proposal and should plan for delivery accordingly. Failure of a bidder to submit a Proposal by the specified time may result in rejection or disqualification of the Proposal. Proposals rejected or disqualified for lateness may be returned unopened to the bidder.

F. Joint Proposals:

Two or more firms may join to submit a Proposal in response to this RFP. If a joint Proposal is submitted, the Proposal must define the responsibilities that each firm is proposing to undertake. Of the firms submitting a joint Proposal, one must be designated as the primary bidder. Any Contract award issued resulting from such a submission will be made exclusively to the primary bidder. A joint Proposal must designate a single authorized official from one of the firms participating in such joint Proposal to serve as the sole point of contact between the Commission and the firms that are responding together.

G. Multiple Proposals from one bidder Prohibited:

Multiple Proposals from one bidder is not permitted under this RFP. A bidder shall submit only a single Proposal. However, a bidder may, within the single Proposal, and separate from the response to the requirements of this RFP, identify options, including solicited and unsolicited products, services, and features, absent of price, which the bidder believes may be appealing and useful to the Commission. The inclusion of options accommodates the purpose of defining alternatives through multiple Proposals.

H. Costs Associated with Preparation of Proposals:

The Commission and State shall not be liable for any of the costs incurred by a bidder in preparing or submitting a Proposal, and, therefore, the Commission or State will not

assume any responsibility or liability for any costs incurred by a bidder prior to the award and approval of a Contract. The responsibilities and liabilities of the Commission and State shall be limited to those set forth in the Contract.

PART 5 – EVALUATION AND SELECTION

5.1 **INTRODUCTION**

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

5.2 **METHOD OF AWARD**

The method of award under this RFP will be "Best Value," the evaluation method for awarding a Contract to the bidder whose Proposal optimizes quality, cost, and efficiency among responsible offers. The determination of Best Value will be based on a scoring of Technical and Pricing Proposals in response to the RFP specifications and as defined in Part 5 of this RFP.

5.3 **EVALUATION METHODOLOGY**

The Commission will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. In making a selection, the Commission will be represented by an Evaluation Committee (the "Committee") comprising Commission staff members. The Commission reserves the right to make changes in the Committee's membership as necessary.

Scoring of the Technical Proposals will be by consensus of the Committee. The Pricing Proposals will be scored following conclusion of the Technical Proposal scoring process. **The relative weight of Technical to Price will be: Technical 70%; Price 30%.**

The evaluation and award process will comprise all the following:

- A. Pass/Fail evaluation of the minimum qualifying requirements of the bidder as provided for in Part 1 of this RFP.
- B. Review of Proposals to assess compliance with proposal submission requirements, including responsiveness to terms, conditions and requirements.
- C. Detailed review by the Committee of the Technical Proposals relative to proposed functions, features, services, and references.
- D. Proposal clarifications, if applicable.
- E. Scoring of Technical Proposals by the Committee using pre-defined evaluation criteria.

- F. Assessment and scoring of Pricing Proposals after finalization of the technical scoring process and by one or more individuals from the Finance Office.
- G. Compilation, by staff of the Contract Administration Office, of the technical and pricing score of each bidder into a summary score sheet.
- H. Preparation of a Recommendation of Award Memorandum, on behalf of the Committee, by the Supervisor of Contract Administration. Signature by the Committee Chair on behalf of the Committee, of the final Memorandum.
- I. Submission of the Memorandum to the Commission Executive Director for review and acceptance of the Committee's recommendation and briefing of the Commission.
- J. Review and acceptance of the award by the Commissioners.
- K. Signature of the Memorandum by Commission Acting Executive Director.
- L. Notice of Award.

5.4 INFORMATION FROM OTHER SOURCES

The Commission reserves the right to obtain from sources other than the bidder, information concerning a bidder, the bidder's offerings and capabilities, and the bidder's performance, that the Commission deems pertinent to this RFP and to consider such information in evaluating the bidder's Proposal. This may include, but is not limited to, the Chair of the Evaluation Committee engaging bidders and additional experts from outside the Committee to better inform the Committee's findings.

5.5 EVALUATION & SELECTION CRITERIA

Proposals determined to comply with the requirements set forth in this RFP and submission requirements outlined in Part 4 – Information Required from Bidders – of this RFP will be evaluated based on the following criteria:

A. Technical Evaluation - 70%

- Organization & Experience (20 points)
- Project Management & Staffing (15 points)
- Studio Design & Equipment (20 points)
- Work Plan (15 points)

B. Pricing Evaluation - 30%

The bidder with the lowest price will be awarded the full points allocated to the pricing evaluation. The score for each of the remaining bidders will be proportionate to the lowest bidder.

Note: Points awarded will be rounded to the nearest hundredth place.

5.6 FINAL COMPOSITE SCORE/DETERMINATION OF AWARD PROCESS

The technical and pricing scores will be combined to determine the final composite score for each bidder. Award will be made to the responsive and responsible bidder who achieves the highest composite score.

5.7 NOTICE OF AWARD

A Contract award notification letter will be sent to the successful bidder and unsuccessful bidders indicating award subject to approval by the Office of the Attorney General and Office of the State Comptroller.

No public discussion or news releases relating to this RFP or the resulting Contract shall be made by any bidder without the prior approval of the Commission.

5.8 DEBRIEFINGS

The Commission shall, upon request, provide a debriefing to any unsuccessful offerer that responded to this solicitation regarding the reasons that the bidder's response was not selected for an award. A debriefing shall be requested by the unsuccessful offerer within fifteen calendar days of release by the state agency of a notice in writing or electronically that the offerer's offer is unsuccessful.

5.9 PROTEST OR APPEAL

In the event that a bidder decides to protest the award decision, the following protest procedures will be followed:

- Any protest of the award decision must be filed with the Commission, no later than ten business days following the date of written Notification of Award to the unsuccessful bidder.
- The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest.
- The Commission will conduct a review of the protest and will issue a written determination to the protesting party within 15 business days of receipt of the protest. If additional time for issuance of the determination is necessary, the Commission will inform the bidder of the delay and of the time frame within which a determination may be expected. The final written determination provided to the bidder will constitute the Commission's final administrative determination of the protest.
- If an unsuccessful bidder decides to appeal the Commission's protest determination, the unsuccessful bidder must submit such an appeal to the New York State Office of the State Comptroller (OSC), Bureau of Contracts ("BOC"), within ten business days of receipt of the Commission's final written determination. The protest appeal must be in writing and must contain specific factual and/or legal allegations setting

forth the basis on which the protesting party challenges the Contract award by the Commission. A copy of the appeal must be served on the Commission, the successful bidder(s), and any other party that participated in the review of the protest conducted by the Commission. The unsuccessful bidder's appeal must contain written affirmation that a copy of the appeal has been served as required by this paragraph.

- The appeal must be filed with: Charlotte Davis, Director, Bureau of Contracts – 11th Floor, New York State Office of the State Comptroller, 110 State Street, Albany, NY 12236.
- The Commission will submit an answer to the appeal to the OSC BOC simultaneously with the delivery of the Contract to the OSC BOC for its review, or within seven business days of the submission of the appeal, whichever is later. The Commission's answer to the appeal must include written affirmation that, simultaneous with the submission to OSC, the answer was transmitted to the protestor and the successful bidder(s).
- A successful bidder may, but is not required to, submit an answer to the appeal with the OSC BOC. Such answer must include written affirmation that the answer was simultaneously delivered to the Commission and the protestor and must meet the submission requirements as noted above for the Commission.
- The OSC BOC shall evaluate the merits of the protest, the Commission's determination and any response submitted by an interested party. In its review, the OSC BOC may require the Commission, the protesting party, the successful bidder, or any other interested party to address additional issues raised; may obtain information from an outside source; or may determine whether it deems it necessary to conduct a fact-finding hearing, and the level of formality of any hearing conducted.
- The OSC BOC shall issue a written determination addressing the issues raised by the appeal. All interested parties shall be provided with a copy of the determination. The determination shall be made part of the procurement record.

APPENDIX A

Standard Clauses for NYS Contracts

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 (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 \$10,000, 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 is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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 because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, 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 (2NYCRR 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 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 section. 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
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the 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) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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 Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 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 Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the 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: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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.

APPENDIX B

Contract (incorporates Appendix A)

**New York Lottery Broadcast Studio
Design, Equipment & Integration Service**

C170005

THIS AGREEMENT made this ____ day of _____, 2017 by and between the NEW YORK STATE GAMING COMMISSION, an executive agency of the State of New York having an office at One Broadway Center, Post Office Box 7500, Schenectady, New York 12301-7500 (the "Commission"), and [name of company] having an office at [address of company] (the "Contractor").

WHEREAS the Commission issued a Request for Proposals ("RFP") on October 12, 2017 soliciting proposals from qualified firms to provide broadcast studio design, equipment and integration services, and clarified the requirements of the RFP with Addendums, including Questions and Answers, dated October 25, 2017, a mandatory site visit and bidder conference on November 1, 2017 with summary of Questions and Answers dated November 3, 2017, and Questions and Answers, dated November 14, 2017 (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal and a Pricing Proposal dated [_____] (collectively, the "Proposal"), which received the highest total combined score from among competing proposals by the Commission's evaluation team;

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

1. **Scope of Services.** The Contractor agrees to provide the Commission with goods and services in regard to lottery broadcast studio design and integration services, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Agreement with the same force and effect as if they were fully set forth herein.
2. **Term.** The Agreement shall commence upon approval of the Office of the State Comptroller, and continue for two years, consistent with the schedules and responsibilities defined in the RFP.

3. **Compensation.** In full consideration for all goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the deliverables defined in the RFP and the prices set forth in the Proposal. No minimum amount is guaranteed by this Agreement and the Contractor shall not have any right to make a claim therefor. Expenditures under this Agreement shall not exceed [\$XXXXXX].
4. **Approvals Required.** This Agreement, and any extension of the term of this Agreement or any amendment of the provisions of this Agreement, shall not be effective and binding upon the Commission, the State of New York, or the Contractor unless and until approved by the New York State Attorney General and the State Comptroller. The Commission agrees to exercise its best efforts to obtain such approval.
5. **Mutual Cooperation.** The objective of this Agreement is to provide services to the Commission as set forth in this Agreement. The parties agree to cooperate fully in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish that objective.
6. **Termination.**
 - a. The Commission shall have the right to terminate this Agreement by providing written notice to the Contractor in accordance with Section 11 of this Agreement for any of the following:
 - i. convenience; or
 - ii. a finding that the certification filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete.
 - b. The Commission shall have the right to terminate this Agreement for any of the following causes:
 - i. a material breach by the Contractor of any of the provisions of this Agreement;
 - ii. a determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;

- iii. a good faith determination by the Commission that continuation of the contract could place the integrity of the Commission in jeopardy; or
- iv. a determination by the Executive Director or his or her designee that the Contractor is non-responsible; or
- v. a conviction of the Contractor or any of its directors, officers, or employees of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Executive Director of the Commission, would be prejudicial to public confidence in the Lottery or the Commission.

If the Commission exercises the right to terminate this Agreement for cause, the Commission shall give the Contractor a written notice that states the cause for which termination is sought. The Contractor shall be entitled to a period of thirty (30) days from receipt of such notice to correct or cure the cause to the reasonable satisfaction of the Commission.

If termination is sought due to a criminal conviction described in subparagraph (v) of paragraph (b) of this Section, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement or other removal of the person convicted of such offense during such thirty (30) day period.

Where the Contractor is determined by the Executive Director or his or her designee to be non-responsible described in subparagraph (iv) of paragraph (b) of this Section upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Agreement may be terminated by the Executive Director or his or her designee at the Contractor's expense. In such event, the Executive Director or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

(c) In the event that the Agreement is terminated under the provisions of (a) or (b) of this section, Contractor shall be entitled to payment for services rendered and materials provided prior to the termination, and subject to setoff, if any, for claims by

the Commission against the Contractor. In no event shall the Commission be liable for lost profits, incidental, consequential, or special damages based upon the exercise of the Commission's termination rights.

7. **Responsible.**

- a. The Contractor shall at all times during the Contract term remain responsible as defined by New York State Finance Law section 163(c). The Contractor agrees, if requested by the Executive Director of the Commission or his or her designee, to present evidence in regard to its continuing legal authority to do business in the State of New York; integrity; experience; ability; prior performance; and organizational and financial capacity.
- b. The Executive Director of the Commission or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension. The Contractor may resume performance of this Agreement at such time as the Executive Director of the Commission or his or her designee issues a written notice authorizing its resumption.

8. **Conflicts of Interest.**

- a. The Contractor shall provide a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative, attesting that the Contractor's performance of the services neither creates a conflict of interest with, nor positions the Contractor to breach any other contract currently in force with, the State of New York; and that the Contractor will not act in any manner that is detrimental to any State project on which the Contractor is rendering services.
- b. The Contractor hereby reaffirms the attestations made in its Proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The

Contractor shall have a duty to notify the Commission immediately of any actual or potential conflicts of interest.

- c. In conjunction with any subcontract under this Agreement, the Contractor shall obtain and deliver to the Commission, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any subcontracting agreement, obtain and deliver to the Commission a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
- d. The Commission and the Contractor recognize that conflicts may occur in the future due to existing or new relationships the Contractor may have. The Commission will review the nature of any relationship and reserves the right to terminate this Agreement if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

9. **Confidentiality and Non-Disclosure.**

- a. For the purposes of this section, “Confidential Information” means any information not generally known to the public, whether oral or written, that the Commission identifies as confidential and discloses to the Contractor so that the Contractor can provide services to the Commission pursuant to this Agreement. The Commission will identify written Confidential Information by marking it with the word “Confidential” and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor. Confidential Information may include, but is not limited to the following
 - i. operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information;
 - ii. business and security processes and procedures;
 - iii. personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and

- iv. such other data, information and images that the Commission deems confidential.
 - b. Confidential Information does not include information that, at the time of Commission disclosure to the Contractor:
 - i. is already in the public domain or becomes publicly known through no act of the Contractor;
 - ii. is already known by the Contractor free of any confidential obligations;
 - iii. is information that the Commission has approved in writing for disclosure; or
 - iv. is required to be disclosed by the Contractor pursuant to law so long as the Contractor provides the Commission with notice of such disclosure requirement and opportunity to defend prior to any such disclosure.
 - c. The Contractor may use Confidential Information solely for the purposes of providing services to the Commission pursuant to this Agreement. The Contractor shall not make copies of any written Confidential Information without the express written permission of the Commission. The Commission's disclosure of Confidential Information to the Contractor shall not convey to the Contractor any right to or interest in such Confidential Information and the Commission shall retain all right and title to such Confidential Information at all times.
 - d. The Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. The Contractor shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Contractor uses to maintain its own confidential information.
 - e. Upon written request by the Commission, the Contractor shall return all written Confidential Information to the Commission.
10. **Records Retention.** The retention of records required by the Contractor under this Agreement shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.

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

As to the Commission:

Executive Director of the Commission

One Broadway Center

Post Office Box 7500

Schenectady NY 12301-7500

As to the Contractor:

[Name and Address]

12. **Liability and Indemnification.** The Contractor shall be responsible for all damages to life and property due to activities of the Contractor, as well as the subcontractors (if any), agents or employees of the Contractor in connection with performance of services under this Agreement. The Contractor shall indemnify, defend, and hold harmless the Commission and the State of New York, and their officers, employees, agents and assigns from and against any and all third party claims, liabilities, losses, damages, costs, or expenses, including reasonable attorneys' fees, which may be incurred, suffered, or required in whole or in part by an actual or alleged act or omission of:

- a. the Contractor, its officers, employees, agents, successors and assigns, and/or
- b. a Subcontractor, its officers, employees, agents, successors and assigns.

13. **Relationship.** The relationship of the Contractor to the Commission arising out of this Agreement shall be that of an independent contractor. The Contractor, all employees of the Contractor and the Contractor's subcontractor(s), if any, in accordance with its status as an independent contractor, agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the Commission or the State of New York, and that they will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the Commission or the State of New York, including, but not limited to,

workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

Nothing in this Agreement shall impose any liability or duty on the Commission or the State of New York, for any acts, omissions, liabilities or obligations of the Contractor, subcontractor or any agent of the Contractor for any taxes, unemployment insurance and workers' compensation. The Contractor hereby agrees to indemnify and hold harmless the Commission and the State of New York against any such liabilities.

14. **Force Majeure.** A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As used herein, Force Majeure means fire, explosion, action of the elements, governmental interference, rationing or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent.

Neither the Contractor nor the Commission shall be liable to the other for any delay in or failure of performance under the Agreement resulting from this RFP due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute a breach of the Agreement or give rise to any liability for damages. The Commission shall extend the period for performance, subject to the provisions of Section 4 of this Agreement, to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

15. **Documents Incorporated.** Appendix A, Standard Clauses for New York State Contracts, the RFP, and the Proposal are hereby incorporated to the same force and effect as if set forth herein.

16. **Order of Precedence.** Any conflict between this Agreement and the documents incorporated herein shall be resolved according to the following order of precedence:

- a. Appendix A – Standard Clauses for New York State Contracts;
- b. Any amendments to the Agreement;
- c. Agreement;
- d. RFP and any clarifying responses by the Commission;

- e. Proposal and any clarifying responses by the Contractor.

17. **Miscellaneous Provisions.**

- a. A waiver of enforcement of any provision of this Agreement shall not constitute a waiver of any other provision of this Agreement nor shall it preclude the affected party from subsequently enforcing such provision.
- b. The headings contained in this Agreement are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

[CONTRACTOR]

NEW YORK STATE
GAMING COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY GENERAL

COMPTROLLER
Thomas P. DiNapoli

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)

SS.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)

SS.:

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____ and that he/she executed the foregoing instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did duly acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)

SS.:

COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such a corporate seal, that it was so affixed by the order of the Board of Directors of said corporation, and that he he/she signed his/her name thereto by like order.

Notary Public

APPENDIX C

**Procurement Lobbying
Bidder/Offeror Disclosure/Certification Form**

BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM

CONTRACT/PROJECT DESCRIPTION: Lottery Broadcast Studio Design, Equipment and Integration

CONTRACT/PROJECT NUMBER: #C170005

RESTRICTED PERIOD FOR THIS PROCUREMENT: October 12, 2017 through approval of the Office of the State Comptroller.

PERMISSABLE CONTACTS: Stacey Relation and Gail Thorpe

1. CONTACTS - Contractor affirms that it understands and agrees to comply with the procedures on procurement lobbying restrictions regarding permissible contacts in the restricted period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k. I agree

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

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

Yes No

If yes, please answer the following question:

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

Yes No

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

Yes No

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

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

(d) Has any governmental agency terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

Yes No

If yes, provide details:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

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

3. TERMINATION CLAUSE:

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

I agree

Name of Contractor's Firm/Company: _____

Contractor Address: _____

Contractor's signature: _____

I understand that my signature represents that I am signing and responding to both certifications listed above

Print Name: _____

Occupation of Person signing this form: _____

Email Address: _____

APPENDIX D

Non-Collusive Bidding Certification

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

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

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

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

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

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

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

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day _____, 2017 as the act and deed of said corporation.

Title

Signature

APPENDIX E

NYS Vendor Responsibility Questionnaire



Gaming Commission

One Broadway Center, P.O. Box 7500, Schenectady, NY 12301-7500
www.gaming.ny.gov

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

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

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

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

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

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

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

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

Contractor Name (print)

Signature

Company Name

Date

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

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

COMPLETION & CERTIFICATION

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

DEFINITIONS

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

RESPONSES

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

REPORTING ENTITY

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

ASSOCIATED ENTITY

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

STRUCTURE OF THE QUESTIONNAIRE

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

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

I. LEGAL BUSINESS ENTITY INFORMATION			
<u>Legal Business Entity Name*</u>		<u>EIN</u>	
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>	
		Telephone ext.	Fax
Email		Website	
Additional <u>Legal Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 <u>Legal Business Entity</u> Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		Date of Incorporation	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		Date of Organization	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		Date of Registration or Establishment	
<input type="checkbox"/> <u>Sole Proprietor</u>		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If ‘No,’ indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “Yes,” Enter <u>DUNS</u> Number			

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

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

I. LEGAL BUSINESS ENTITY INFORMATION

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

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

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

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

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

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

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

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

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

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

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

IDENTIFYING INFORMATION

a) Reporting Entity Name

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

Telephone

ext.

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

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If “Yes,” enter DUNS Number

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

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

Name

Title

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

INSTRUCTIONS FOR SECTIONS III THROUGH VII

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

III. LEADERSHIP INTEGRITY

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

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

For each “Yes” or “Other” explain:

IV. INTEGRITY – CONTRACT BIDDING

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

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

For each “Yes,” explain:

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

V. INTEGRITY – CONTRACT AWARD

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

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

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

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

For each “Yes,” explain:

VI. CERTIFICATIONS/LICENSES

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

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

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

For each “Yes,” explain:

VII. LEGAL PROCEEDINGS

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

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

7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime? Yes No

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

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

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

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

For each “Yes,” explain:

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

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

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

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

X. FREEDOM OF INFORMATION LAW (FOIL)

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

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone	Fax
	ext.	
Title	Email	

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

Certification

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

The undersigned certifies that he/she:

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

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

_____ Notary Public

APPENDIX F

Substitute Form W-9



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

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

Part I: Vendor Information

1. Legal Business Name:

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

3. Entity Type (Check one only):

- Individual Sole Proprietor
 Partnership
 Limited Liability Co.
 Corporation
 Not For Profit
 Trusts/Estates
 Federal, State or Local Government
 Public Authority
 Disregarded Entity
 Other _____

Exempt Payee

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

1. Enter your TIN here: (*DO NOT USE DASHES*)
See instructions.

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2. Taxpayer Identification Type (check appropriate box):

- Employer ID No. (EIN)
 Social Security No. (SSN)
 Individual Taxpayer ID No. (ITIN)
 N/A (Non-United States Business Entity)

Part III: Address

1. Physical Address:

2. Remittance Address:

Number, Street, and Apartment or Suite Number

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

City, State, and Nine Digit Zip Code or Country

Part IV: Certification and Exemption from Backup Withholding

Under penalties of perjury, I certify that:

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

Sign Here:

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

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

Primary Contact Name: _____ Title: _____

Email Address: _____ Phone Number: _____

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

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

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

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

Part I: Vendor Information

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

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

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

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

Part III: Address

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

Part IV: Certification and Exemption from Backup Withholding

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

Part V: Vendor Primary Contact Information

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

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

APPENDIX G

Electronic Payment Request

NYS Office of the State Comptroller Instructions for Electronic Payment (ePayment) Request

Please Note: For your protection, we will not accept email or fax to enroll or change electronic payment information. Failure to provide the requested information may delay or prevent the receipt of payments through the Electronic Payment (ePayment) Program.

Notification Required under Personal Privacy Protection Law: The information provided on this form is required under Section 109 of the New York State Finance Law, as well as the New York State and Federal tax laws (See New York State Tax Law § 674, 26 USC §6041). This information will be provided only to the designated financial institution(s) and/or their agent(s) for the purpose of processing payments, and for other official business of the Office of the State Comptroller. No further disclosure of this information will be made unless such disclosure is authorized or required by law. The information provided is maintained in New York State's 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.

Part I: NYS Vendor Information

Vendor ID (Required): The NYS Vendor ID is a ten-character identifier issued by the Vendor Management Unit when the vendor is registered in the Vendor File.

Legal Business Name (Required): The name of the person or business as it appears on the Social Security card or other required Federal tax documents. Do not abbreviate names.

Remittance Address: The Remittance Address is the default address where payments will be delivered if the payment fails to process electronically.

Part II: Type of ePayment Request

Select one of the following options (Required):

New Enrollment – Please complete all information in Part III and IV and attach an original voided check. If you do not attach an original voided check the financial institution must complete Part IV and V.

Change ePayment Bank Information – Please complete all information in Part III and IV and attach an original voided check. If you do not attach an original voided check the financial institution must complete Part IV and V.

Cancel ePayments – Please complete all information in Part III. To cancel, the payee's authorized vendor contact must provide this form or signed written notification (including all information in Part III) to the address provided on the front of this form. Notification may be submitted via mail, fax (518-402-4212) or email (epayments@osc.state.ny.us).

Part III: Vendor Certification

Authorized Vendor Contact Signature (Required): The signature of the contact person at the vendor submitting the request. This should be someone who can make financial and/or legal decisions for the entity or the Vendor's Primary Contact on their NYS Vendor Record.

Vendor Contact Name (Required): Print the name of the contact person at the vendor. This should be someone who can make financial and/or legal decisions for the entity or the Vendor's Primary Contact on their Vendor Record.

Title (Required): Contact's title

Email Address (Required): Contact's email address

Phone Number (Required): Contact's phone number

Part IV: Financial Institution Information

Name of Financial Institution (Required): Name of the bank that the account is with.

Type of Account: Savings or Checking Account

Bank Routing Number/ABA# (Required): Nine-digit number identifying the financial institution the account belongs to.

Account Number (Required): Vendor's Bank Account Number

Part V: Financial Institution Certification

Institution Officer Signature (Required): Signature of the Institution Officer at the bank certifying the banking information provided on this form.

Institution Officer Name (Required): Name of the Institution Officer at the bank completing this section of the form.

Title (Required): Institution Officer's title

Phone Number (Required): Institution Officer's phone number

Email Address (Required): Institution Officer's email address

APPENDIX H

Consultant Disclosure

Form A: State Consultant Services – Contractor’s Planned Employment

Form B: State Consultant Services – Contractor’s Annual Employment

FORM A

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

State Agency Name: NYS Gaming Commission
 State Agency Department ID: 20050 Agency Business Unit:
 Contractor Name: Contract Number: C170005
 Contract Start Date: / / Contract End Date: / /

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: _____

Date Prepared: / /

The State Consulting Services Annual Employment Report (this Form B) will be due no later than May 15th following each fiscal year the contract is in effect. The completed Report must be submitted to OSC, DCS, and the Gaming Commission at the addresses provided below.

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

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

Gaming Commission: NYS Gaming Commission
Finance Office
One Broadway Center
Schenectady, NY 12305
Attn: Diane Seaburg

By email: Diane.seaburg@gaming.ny.gov

If you have any questions regarding this requirement under the Consultant Disclosure Law, please contact Diane Seaburg via email or at (518) 388-0149.

APPENDIX I

Sales & Use Tax (Section 5-a – Tax Law)

ST-220-CA: Contractor Certification to Covered Agency

ST-220-TD: Contractor Certification to Tax Department



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)



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?

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

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

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

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

APPENDIX J

EEO and M/WBE Program

J: Contractor Requirements and Procedures for Business Participation Opportunities for EEO and M/WBE Program

J-1: Work Force Employment Utilization Report Instructions

J-2: Work Force Employment Staffing Plan

J-3: Work Force Employment Periodic Report

J-4: MWBE Utilization Plan Form

J-5: MWBE Quarterly Subcontracting/Supplier Activity Report

J-6: MWBE Request for Waiver Form

**PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES:
REQUIREMENTS AND PROCEDURES**

I. General Provisions

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

II. Contract Goals

For purposes of this solicitation, the Commission hereby establishes an overall goal of **30%** for MWBE participation, based on the current availability of qualified MBEs and WBEs.

- A. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women’s Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- B. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be

applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25percent of the total value of the contract.

- C. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
 2. Any responses by MWBEs to the Contractor’s outreach;
 3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Commission with MWBEs; and,
 5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity (“EEO”)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Contractor shall submit an EEO policy statement to the Commission within seventy-two (72) hours after the date of the notice by the Commission to award the Contract to the Contractor.
 3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the Commission may require the Contractor or subcontractor to adopt a model statement (see Form – Equal Employment Opportunity Policy Statement).
 4. The Contractor’s EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that

minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form J-2- Staffing Plan

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

D. Form J-3 - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Commission on a quarterly basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.

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

IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by the Commission, through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Commission, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Commission shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

- A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Commission. Such waiver request must be supported by evidence of the Contractor’s good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Commission shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.
- B. If the Commission, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, the Commission may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to the Commission by the 10th day following the end of each quarter during the term of the Contract.

VII. Liquidated Damages - MWBE Participation

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

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

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

EEO

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

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

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

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

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

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

M/WBE Contract Goals

30 percent Minority and Women's Business Enterprise Participation

_____ percent Minority Business Enterprise Participation

_____ percent Women's Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____

Instructions for Submitting the Workforce Utilization Report

The Workforce Utilization Report (“Report”) is to be submitted on a monthly basis for construction contracts, and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. When the workforce utilized in the performance of the contract can be separated out from the contractor’s and/or subcontractor’s total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor’s and/or subcontractor’s total workforce, information on the contractor’s and/or subcontractor’s total workforce may be included in the Report.

Reports are to be submitted electronically, using the provided Report worksheet, to Michele.june@gaming.ny.gov within ten (10) days following the end of each month or quarter, whichever is applicable.

Instructions for Completing the Workforce Utilization Report

1. **REPORTING ENTITY:** Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. **FEDERAL EMPLOYER IDENTIFICATION NUMBER:** Enter the Federal Employer Identification Number (FEIN) assigned by the IRS. Contractors utilizing their social security number in lieu of an FEIN should leave this field blank.
3. **CONTRACTOR NAME and CONTRACTOR ADDRESS:** Enter the primary business address for the entity completing the Report.
4. **CONTRACT NUMBER:** Enter the number of the contract to which the Report applies.
5. **REPORTING PERIOD:** Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report. Only select one box.
6. **WORKFORCE IDENTIFIED IN REPORT:** Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor’s or subcontractor’s total workforce.
7. **OCCUPATION CLASSIFICATIONS and SOC JOB TITLE:** Select the occupation classification and job title that best describes each group of employees performing work on the state contract under columns A and B.
8. **EEO JOB TITLE and SOC CODE:** These fields will populate automatically based upon the Occupation Classifications and SOC Job Titles selected. Do not modify the results generated in these fields.
9. **NUMBER OF EMPLOYEES and NUMBER OF HOURS:** Enter the number of employees and total number of hours worked by such employees for each job title under the columns corresponding to the gender and racial/ethnic groups with which the employees most closely identify.
10. **TOTAL COMPENSATION:** Enter the total compensation paid to all employees for each job code, and each gender and racial/ethnic group, identified in the Report. Contractors and subcontractors should report only compensation for work on the contract paid to employees during the period covered by the Report. Compensation should include only sums which must be reported in Box 1 of IRS Form W2.
11. **PREPARER’S INFORMATION:** Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

Race/Ethnic Identification

1

Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group with which he or she most closely identifies. No person may be counted in more than one race/ethnic group. In determining an employee's race or ethnicity, a contractor may rely upon an employee's self-identification, employment records, or, in cases where an employee refuses to identify his or her race or identity, observer identification. The race/ethnic categories for this Report 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/AFRICAN AMERICAN** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC/LATINO** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN, NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE AMERICAN/ALASKAN NATIVE** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Resources

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact Michele.june@gaming.ny.gov, 518-388-2134.

WORK FORCE EMPLOYMENT STAFFING PLAN

Project/RFP Title _____ Location of Contract _____
 Contractor/Firm Name _____ Address _____
 County _____ Zip _____
 State _____ Zip _____

Check applicable categories (1) Staff Estimates include: Contract/Project Staff ___ Total Work Force ___ Subcontractors ___
 (2) Type of Contract: Construction Consultants ___ Commodities ___ Services/Consultants ___

Total Anticipated Work Force											Total Percent Minority Employees	Total Percent Female Employees	
Federal Occupational Category	Total Number of Employees		Black (Not of Hispanic Origin)		Hispanic		Asian or Pacific Islander		Native American/ Alaskan Native				
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Officials/Admin													
Professionals													
Technicians													
Sales Workers													
Office & Clerical													
Craft Workers													
Operatives													
Laborers													
Service Workers													
TOTALS													

Company Official's Name _____ Title _____
 Company Official's Signature _____ Date _____
 Telephone Number _____

EEO-1 JOB CLASSIFICATION GUIDE, 2014

(Effective beginning with the 2014 EEO-1 survey)

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Exec/Senior Offs & Mgrs.	Chief Executives *** (See Details in Bottom Note)	11-1011	0010
First/Mid Offs & Mgrs.	General and Operations Managers	11-1021	0020
First/Mid Offs & Mgrs.	Advertising and Promotions Managers	11-2011	0040
First/Mid Offs & Mgrs.	Marketing Managers	11-2021	0050
First/Mid Offs & Mgrs.	Sales Managers	11-2022	0050
First/Mid Offs & Mgrs.	Public Relations and Fundraising Managers	11-2031	0060
First/Mid Offs & Mgrs.	Administrative Services Managers	11-3011	0100
First/Mid Offs & Mgrs.	Computer and Information Systems Managers	11-3021	0110
First/Mid Offs & Mgrs.	Financial Managers	11-3031	0120
First/Mid Offs & Mgrs.	Industrial Production Managers	11-3051	0140
First/Mid Offs & Mgrs.	Purchasing Managers	11-3061	0150
First/Mid Offs & Mgrs.	Transportation, Storage, and Distribution Managers	11-3071	0160
First/Mid Offs & Mgrs.	Compensation and Benefits Managers	11-3111	0135
First/Mid Offs & Mgrs.	Human Resources Managers	11-3121	0136
First/Mid Offs & Mgrs.	Training and Development Managers	11-3131	0137
First/Mid Offs & Mgrs.	Farmers, Ranchers, and Other Agricultural Managers	11-9013	0205
First/Mid Offs & Mgrs.	Construction Managers	11-9021	0220
First/Mid Offs & Mgrs.	Education Administrators, Preschool and Childcare Center/Program	11-9031	0230
First/Mid Offs & Mgrs.	Education Administrators, Elementary and Secondary School	11-9032	0230
First/Mid Offs & Mgrs.	Education Administrators, Postsecondary	11-9033	0230
First/Mid Offs & Mgrs.	Education Administrators, All Other	11-9039	0230
First/Mid Offs & Mgrs.	Architectural and Engineering Managers	11-9041	0300
First/Mid Offs & Mgrs.	Food Service Managers	11-9051	0310
First/Mid Offs & Mgrs.	Funeral Service Managers	11-9061	0430
First/Mid Offs & Mgrs.	Gaming Managers	11-9071	0330
First/Mid Offs & Mgrs.	Lodging Managers	11-9081	0340
First/Mid Offs & Mgrs.	Medical and Health Services Managers	11-9111	0350
First/Mid Offs & Mgrs.	Natural Sciences Managers	11-9121	0360
First/Mid Offs & Mgrs.	Postmasters and Mail Superintendents	11-9131	0430
First/Mid Offs & Mgrs.	Property, Real Estate, and Community Association Managers	11-9141	0410
First/Mid Offs & Mgrs.	Social and Community Service Managers	11-9151	0420
First/Mid Offs & Mgrs.	Emergency Management Directors	11-9161	0425
First/Mid Offs & Mgrs.	Managers, All Other	11-9199	0430
First/Mid Offs & Mgrs.	Morticians, Undertakers, and Funeral Directors	39-4031	4465
Professionals	Agents and Business Managers of Artists, Performers, and Athletes	13-1011	0500
Professionals	Buyers and Purchasing Agents, Farm Products	13-1021	0510
Professionals	Wholesale and Retail Buyers, Except Farm Products	13-1022	0520
Professionals	Purchasing Agents, Except Wholesale, Retail, and Farm Products	13-1023	0530

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Professionals	Claims Adjusters, Examiners, and Investigators	13-1031	0540
Professionals	Insurance Appraisers, Auto Damage	13-1032	0540
Professionals	Compliance Officers	13-1041	0565
Professionals	Cost Estimators	13-1051	0600
Professionals	Human Resources Specialists	13-1071	0630
Professionals	Farm Labor Contractors	13-1074	0630
Professionals	Labor Relations Specialists	13-1075	0630
Professionals	Logisticians	13-1081	0700
Professionals	Management Analysts	13-1111	0710
Professionals	Meeting, Convention, and Event Planners	13-1121	0725
Professionals	Fundraisers	13-1131	0726
Professionals	Compensation, Benefits, and Job Analysis Specialists	13-1141	0640
Professionals	Training and Development Specialists	13-1151	0650
Professionals	Market Research Analysts and Marketing Specialists	13-1161	0735
Professionals	Business Operations Specialists, All Other	13-1199	0740
Professionals	Accountants and Auditors	13-2011	0800
Professionals	Appraisers and Assessors of Real Estate	13-2021	0810
Professionals	Budget Analysts	13-2031	0820
Professionals	Credit Analysts	13-2041	0830
Professionals	Financial Analysts	13-2051	0840
Professionals	Personal Financial Advisors	13-2052	0850
Professionals	Insurance Underwriters	13-2053	0860
Professionals	Financial Examiners	13-2061	0900
Professionals	Credit Counselors	13-2071	0910
Professionals	Loan Officers	13-2072	0910
Professionals	Tax Examiners and Collectors, and Revenue Agents	13-2081	0930
Professionals	Tax Preparers	13-2082	0940
Professionals	Financial Specialists, All Other	13-2099	0950
Professionals	Computer and Information Research Scientists	15-1111	1005
Professionals	Computer Systems Analysts	15-1121	1006
Professionals	Information Security Analysts	15-1122	1007
Professionals	Computer Programmers	15-1131	1010
Professionals	Software Developers, Applications	15-1132	1020
Professionals	Software Developers, Systems Software	15-1133	1020
Professionals	Web Developers	15-1134	1030
Professionals	Database Administrators	15-1141	1060
Professionals	Network and Computer Systems Administrators	15-1142	1105
Professionals	Computer Network Architects	15-1143	1106
Professionals	Computer User Support Specialists	15-1151	1050
Professionals	Computer Network Support Specialists	15-1152	1050
Professionals	Computer Occupations, All Other	15-1199	1107

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Professionals	Actuaries	15-2011	1200
Professionals	Mathematicians	15-2021	1240
Professionals	Operations Research Analysts	15-2031	1220
Professionals	Statisticians	15-2041	1240
Professionals	Mathematical Technicians	15-2091	1240
Professionals	Mathematical Science Occupations, All Other	15-2099	1240
Professionals	Architects, Except Landscape and Naval	17-1011	1300
Professionals	Landscape Architects	17-1012	1300
Professionals	Cartographers and Photogrammetrists	17-1021	1310
Professionals	Surveyors	17-1022	1310
Professionals	Aerospace Engineers	17-2011	1320
Professionals	Agricultural Engineers	17-2021	1340
Professionals	Biomedical Engineers	17-2031	1340
Professionals	Chemical Engineers	17-2041	1350
Professionals	Civil Engineers	17-2051	1520
Professionals	Computer Hardware Engineers	17-2061	1400
Professionals	Electrical Engineers	17-2071	1410
Professionals	Electronics Engineers, Except Computer	17-2072	1410
Professionals	Environmental Engineers	17-2081	1420
Professionals	Health and Safety Engineers, Except Mining Safety Engineers and Inspectors	17-2111	1430
Professionals	Industrial Engineers	17-2112	1430
Professionals	Marine Engineers and Naval Architects	17-2121	1440
Professionals	Materials Engineers	17-2131	1450
Professionals	Mechanical Engineers	17-2141	1460
Professionals	Mining and Geological Engineers, Including Mining Safety Engineers	17-2151	1520
Professionals	Nuclear Engineers	17-2161	1530
Professionals	Petroleum Engineers	17-2171	1520
Professionals	Engineers, All Other	17-2199	1530
Professionals	Animal Scientists	19-1011	1600
Professionals	Food Scientists and Technologists	19-1012	1600
Professionals	Soil and Plant Scientists	19-1013	1600
Professionals	Biochemists and Biophysicists	19-1021	1610
Professionals	Microbiologists	19-1022	1610
Professionals	Zoologists and Wildlife Biologists	19-1023	1610
Professionals	Biological Scientists, All Other	19-1029	1610
Professionals	Conservation Scientists	19-1031	1640
Professionals	Foresters	19-1032	1640
Professionals	Epidemiologists	19-1041	1650
Professionals	Medical Scientists, Except Epidemiologists	19-1042	1650
Professionals	Life Scientists, All Other	19-1099	1650
Professionals	Astronomers	19-2011	1700

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Professionals	Physicists	19-2012	1700
Professionals	Atmospheric and Space Scientists	19-2021	1710
Professionals	Chemists	19-2031	1720
Professionals	Materials Scientists	19-2032	1720
Professionals	Environmental Scientists and Specialists, Including Health	19-2041	1740
Professionals	Geoscientists, Except Hydrologists and Geographers	19-2042	1740
Professionals	Hydrologists	19-2043	1740
Professionals	Physical Scientists, All Other	19-2099	1760
Professionals	Economists	19-3011	1800
Professionals	Survey Researchers	19-3022	1860
Professionals	Clinical, Counseling, and School Psychologists	19-3031	1820
Professionals	Industrial-Organizational Psychologists	19-3032	1820
Professionals	Psychologists, All Other	19-3039	1820
Professionals	Sociologists	19-3041	1860
Professionals	Urban and Regional Planners	19-3051	1840
Professionals	Anthropologists and Archeologists	19-3091	1860
Professionals	Geographers	19-3092	1860
Professionals	Historians	19-3093	1860
Professionals	Political Scientists	19-3094	1860
Professionals	Social Scientists and Related Workers, All Other	19-3099	1860
Professionals	Substance Abuse and Behavioral Disorder Counselors	21-1011	2000
Professionals	Educational, Guidance, School, and Vocational Counselors	21-1012	2000
Professionals	Marriage and Family Therapists	21-1013	2000
Professionals	Mental Health Counselors	21-1014	2000
Professionals	Rehabilitation Counselors	21-1015	2000
Professionals	Counselors, All Other	21-1019	2000
Professionals	Child, Family, and School Social Workers	21-1021	2010
Professionals	Healthcare Social Workers	21-1022	2010
Professionals	Mental Health and Substance Abuse Social Workers	21-1023	2010
Professionals	Social Workers, All Other	21-1029	2010
Professionals	Health Educators	21-1091	2025
Professionals	Probation Officers and Correctional Treatment Specialists	21-1092	2015
Professionals	Community Health Workers	21-1094	2025
Professionals	Community and Social Service Specialists, All Other	21-1099	2025
Professionals	Clergy	21-2011	2040
Professionals	Directors, Religious Activities and Education	21-2021	2050
Professionals	Religious Workers, All Other	21-2099	2060
Professionals	Lawyers	23-1011	2100
Professionals	Judicial Law Clerks	23-1012	2105
Professionals	Administrative Law Judges, Adjudicators, and Hearing Officers	23-1021	2100
Professionals	Arbitrators, Mediators, and Conciliators	23-1022	2100

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Professionals	Judges, Magistrate Judges, and Magistrates	23-1023	2100
Professionals	Business Teachers, Postsecondary	25-1011	2200
Professionals	Computer Science Teachers, Postsecondary	25-1021	2200
Professionals	Mathematical Science Teachers, Postsecondary	25-1022	2200
Professionals	Architecture Teachers, Postsecondary	25-1031	2200
Professionals	Engineering Teachers, Postsecondary	25-1032	2200
Professionals	Agricultural Sciences Teachers, Postsecondary	25-1041	2200
Professionals	Biological Science Teachers, Postsecondary	25-1042	2200
Professionals	Forestry and Conservation Science Teachers, Postsecondary	25-1043	2200
Professionals	Atmospheric, Earth, Marine, and Space Sciences Teachers, Postsecondary	25-1051	2200
Professionals	Chemistry Teachers, Postsecondary	25-1052	2200
Professionals	Environmental Science Teachers, Postsecondary	25-1053	2200
Professionals	Physics Teachers, Postsecondary	25-1054	2200
Professionals	Anthropology and Archeology Teachers, Postsecondary	25-1061	2200
Professionals	Area, Ethnic, and Cultural Studies Teachers, Postsecondary	25-1062	2200
Professionals	Economics Teachers, Postsecondary	25-1063	2200
Professionals	Geography Teachers, Postsecondary	25-1064	2200
Professionals	Political Science Teachers, Postsecondary	25-1065	2200
Professionals	Psychology Teachers, Postsecondary	25-1066	2200
Professionals	Sociology Teachers, Postsecondary	25-1067	2200
Professionals	Social Sciences Teachers, Postsecondary, All Other	25-1069	2200
Professionals	Health Specialties Teachers, Postsecondary	25-1071	2200
Professionals	Nursing Instructors and Teachers, Postsecondary	25-1072	2200
Professionals	Education Teachers, Postsecondary	25-1081	2200
Professionals	Library Science Teachers, Postsecondary	25-1082	2200
Professionals	Criminal Justice and Law Enforcement Teachers, Postsecondary	25-1111	2200
Professionals	Law Teachers, Postsecondary	25-1112	2200
Professionals	Social Work Teachers, Postsecondary	25-1113	2200
Professionals	Art, Drama, and Music Teachers, Postsecondary	25-1121	2200
Professionals	Communications Teachers, Postsecondary	25-1122	2200
Professionals	English Language and Literature Teachers, Postsecondary	25-1123	2200
Professionals	Foreign Language and Literature Teachers, Postsecondary	25-1124	2200
Professionals	History Teachers, Postsecondary	25-1125	2200
Professionals	Philosophy and Religion Teachers, Postsecondary	25-1126	2200
Professionals	Graduate Teaching Assistants	25-1191	2200
Professionals	Home Economics Teachers, Postsecondary	25-1192	2200
Professionals	Recreation and Fitness Studies Teachers, Postsecondary	25-1193	2200
Professionals	Vocational Education Teachers, Postsecondary	25-1194	2200
Professionals	Postsecondary Teachers, All Other	25-1199	2200
Professionals	Preschool Teachers, Except Special Education	25-2011	2300
Professionals	Kindergarten Teachers, Except Special Education	25-2012	2300

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Professionals	Elementary School Teachers, Except Special Education	25-2021	2310
Professionals	Middle School Teachers, Except Special and Career/Technical Education	25-2022	2310
Professionals	Career/Technical Education Teachers, Middle School	25-2023	2310
Professionals	Secondary School Teachers, Except Special and Career/Technical Education	25-2031	2320
Professionals	Career/Technical Education Teachers, Secondary School	25-2032	2320
Professionals	Special Education Teachers, Preschool	25-2051	2330
Professionals	Special Education Teachers, Kindergarten and Elementary School	25-2052	2330
Professionals	Special Education Teachers, Middle School	25-2053	2330
Professionals	Special Education Teachers, Secondary School	25-2054	2330
Professionals	Special Education Teachers, All Other	25-2059	2330
Professionals	Adult Basic and Secondary Education and Literacy Teachers and Instructors	25-3011	2340
Professionals	Self-Enrichment Education Teachers	25-3021	2340
Professionals	Teachers and Instructors, All Other	25-3099	2340
Professionals	Archivists	25-4011	2400
Professionals	Curators	25-4012	2400
Professionals	Museum Technicians and Conservators	25-4013	2400
Professionals	Librarians	25-4021	2430
Professionals	Audio-Visual and Multimedia Collections Specialists	25-9011	2550
Professionals	Farm and Home Management Advisors	25-9021	2550
Professionals	Instructional Coordinators	25-9031	2550
Professionals	Education, Training, and Library Workers, All Other	25-9099	2550
Professionals	Art Directors	27-1011	2600
Professionals	Craft Artists	27-1012	2600
Professionals	Fine Artists, Including Painters, Sculptors, and Illustrators	27-1013	2600
Professionals	Multimedia Artists and Animators	27-1014	2600
Professionals	Artists and Related Workers, All Other	27-1019	2600
Professionals	Commercial and Industrial Designers	27-1021	2630
Professionals	Fashion Designers	27-1022	2630
Professionals	Floral Designers	27-1023	2630
Professionals	Graphic Designers	27-1024	2630
Professionals	Interior Designers	27-1025	2630
Professionals	Merchandise Displayers and Window Trimmers	27-1026	2630
Professionals	Set and Exhibit Designers	27-1027	2630
Professionals	Designers, All Other	27-1029	2630
Professionals	Actors	27-2011	2700
Professionals	Producers and Directors	27-2012	2710
Professionals	Athletes and Sports Competitors	27-2021	2720
Professionals	Coaches and Scouts	27-2022	2720
Professionals	Umpires, Referees, and Other Sports Officials	27-2023	2720
Professionals	Dancers	27-2031	2740
Professionals	Choreographers	27-2032	2740

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Professionals	Music Directors and Composers	27-2041	2750
Professionals	Musicians and Singers	27-2042	2750
Professionals	Entertainers and Performers, Sports and Related Workers, All Other	27-2099	2760
Professionals	Radio and Television Announcers	27-3011	2800
Professionals	Public Address System and Other Announcers	27-3012	2800
Professionals	Broadcast News Analysts	27-3021	2810
Professionals	Reporters and Correspondents	27-3022	2810
Professionals	Public Relations Specialists	27-3031	2825
Professionals	Editors	27-3041	2830
Professionals	Technical Writers	27-3042	2840
Professionals	Writers and Authors	27-3043	2850
Professionals	Interpreters and Translators	27-3091	2860
Professionals	Media and Communication Workers, All Other	27-3099	2860
Professionals	Photographers	27-4021	2910
Professionals	Camera Operators, Television, Video, and Motion Picture	27-4031	2920
Professionals	Film and Video Editors	27-4032	2920
Professionals	Chiropractors	29-1011	3000
Professionals	Dentists, General	29-1021	3010
Professionals	Oral and Maxillofacial Surgeons	29-1022	3010
Professionals	Orthodontists	29-1023	3010
Professionals	Prosthodontists	29-1024	3010
Professionals	Dentists, All Other Specialists	29-1029	3010
Professionals	Dietitians and Nutritionists	29-1031	3030
Professionals	Optometrists	29-1041	3040
Professionals	Pharmacists	29-1051	3050
Professionals	Anesthesiologists	29-1061	3060
Professionals	Family and General Practitioners	29-1062	3060
Professionals	Internists, General	29-1063	3060
Professionals	Obstetricians and Gynecologists	29-1064	3060
Professionals	Pediatricians, General	29-1065	3060
Professionals	Psychiatrists	29-1066	3060
Professionals	Surgeons	29-1067	3060
Professionals	Physicians and Surgeons, All Other	29-1069	3060
Professionals	Physician Assistants	29-1071	3110
Professionals	Podiatrists	29-1081	3120
Professionals	Occupational Therapists	29-1122	3150
Professionals	Physical Therapists	29-1123	3160
Professionals	Radiation Therapists	29-1124	3200
Professionals	Recreational Therapists	29-1125	3210
Professionals	Respiratory Therapists	29-1126	3220
Professionals	Speech-Language Pathologists	29-1127	3230

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Professionals	Exercise Physiologists	29-1128	3245
Professionals	Therapists, All Other	29-1129	3245
Professionals	Veterinarians	29-1131	3250
Professionals	Registered Nurses	29-1141	3255
Professionals	Nurse Anesthetists	29-1151	3256
Professionals	Nurse Midwives	29-1161	3258
Professionals	Nurse Practitioners	29-1171	3258
Professionals	Audiologists	29-1181	3140
Professionals	Health Diagnosing and Treating Practitioners, All Other	29-1199	3260
Professionals	Animal Trainers	39-2011	4340
Professionals	Sales Engineers	41-9031	4930
Professionals	Agricultural Inspectors	45-2011	6010
Professionals	Construction and Building Inspectors	47-4011	6660
Professionals	Airline Pilots, Copilots, and Flight Engineers	53-2011	9030
Professionals	Commercial Pilots	53-2012	9030
Professionals	Transportation Inspectors	53-6051	9410
Technicians	Architectural and Civil Drafters	17-3011	1540
Technicians	Electrical and Electronics Drafters	17-3012	1540
Technicians	Mechanical Drafters	17-3013	1540
Technicians	Drafters, All Other	17-3019	1540
Technicians	Aerospace Engineering and Operations Technicians	17-3021	1550
Technicians	Civil Engineering Technicians	17-3022	1550
Technicians	Electrical and Electronics Engineering Technicians	17-3023	1550
Technicians	Electro-Mechanical Technicians	17-3024	1550
Technicians	Environmental Engineering Technicians	17-3025	1550
Technicians	Industrial Engineering Technicians	17-3026	1550
Technicians	Mechanical Engineering Technicians	17-3027	1550
Technicians	Engineering Technicians, Except Drafters, All Other	17-3029	1550
Technicians	Surveying and Mapping Technicians	17-3031	1560
Technicians	Agricultural and Food Science Technicians	19-4011	1900
Technicians	Biological Technicians	19-4021	1910
Technicians	Chemical Technicians	19-4031	1920
Technicians	Geological and Petroleum Technicians	19-4041	1930
Technicians	Nuclear Technicians	19-4051	1930
Technicians	Social Science Research Assistants	19-4061	1965
Technicians	Environmental Science and Protection Technicians, Including Health	19-4091	1965
Technicians	Forensic Science Technicians	19-4092	1965
Technicians	Forest and Conservation Technicians	19-4093	1965
Technicians	Life, Physical, and Social Science Technicians, All Other	19-4099	1965
Technicians	Audio and Video Equipment Technicians	27-4011	2900
Technicians	Broadcast Technicians	27-4012	2900

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Technicians	Radio Operators	27-4013	2900
Technicians	Sound Engineering Technicians	27-4014	2900
Technicians	Media and Communication Equipment Workers, All Other	27-4099	2900
Technicians	Medical and Clinical Laboratory Technologists	29-2011	3300
Technicians	Medical and Clinical Laboratory Technicians	29-2012	3300
Technicians	Dental Hygienists	29-2021	3310
Technicians	Cardiovascular Technologists and Technicians	29-2031	3320
Technicians	Diagnostic Medical Sonographers	29-2032	3320
Technicians	Nuclear Medicine Technologists	29-2033	3320
Technicians	Radiologic Technologists	29-2034	3320
Technicians	Magnetic Resonance Imaging Technologists	29-2035	3320
Technicians	Emergency Medical Technicians and Paramedics	29-2041	3400
Technicians	Dietetic Technicians	29-2051	3420
Technicians	Pharmacy Technicians	29-2052	3420
Technicians	Psychiatric Technicians	29-2053	3420
Technicians	Respiratory Therapy Technicians	29-2054	3420
Technicians	Surgical Technologists	29-2055	3420
Technicians	Veterinary Technologists and Technicians	29-2056	3420
Technicians	Ophthalmic Medical Technicians	29-2057	3420
Technicians	Licensed Practical and Licensed Vocational Nurses	29-2061	3500
Technicians	Medical Records and Health Information Technicians	29-2071	3510
Technicians	Opticians, Dispensing	29-2081	3520
Technicians	Orthotists and Prosthetists	29-2091	3535
Technicians	Hearing Aid Specialists	29-2092	3535
Technicians	Health Technologists and Technicians, All Other	29-2099	3535
Technicians	Occupational Health and Safety Specialists	29-9011	3540
Technicians	Occupational Health and Safety Technicians	29-9012	3540
Technicians	Athletic Trainers	29-9091	3540
Technicians	Genetic Counselors	29-9092	3540
Technicians	Healthcare Practitioners and Technical Workers, All Other	29-9099	3540
Technicians	Air Traffic Controllers	53-2021	9040
Technicians	Airfield Operations Specialists	53-2022	9040
Sales Workers	First-Line Supervisors of Retail Sales Workers	41-1011	4700
Sales Workers	First-Line Supervisors of Non-Retail Sales Workers	41-1012	4710
Sales Workers	Cashiers	41-2011	4720
Sales Workers	Gaming Change Persons and Booth Cashiers	41-2012	4720
Sales Workers	Counter and Rental Clerks	41-2021	4740
Sales Workers	Parts Salespersons	41-2022	4750
Sales Workers	Retail Salespersons	41-2031	4760
Sales Workers	Advertising Sales Agents	41-3011	4800
Sales Workers	Insurance Sales Agents	41-3021	4810

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Sales Workers	Securities, Commodities, and Financial Services Sales Agents	41-3031	4820
Sales Workers	Travel Agents	41-3041	4830
Sales Workers	Sales Representatives, Services, All Other	41-3099	4840
Sales Workers	Sales Representatives, Wholesale and Manufacturing, Technical and Scientific Products	41-4011	4850
Sales Workers	Sales Representatives, Wholesale and Manufacturing, Except Technical and Scientific Products	41-4012	4850
Sales Workers	Demonstrators and Product Promoters	41-9011	4900
Sales Workers	Models	41-9012	4900
Sales Workers	Real Estate Brokers	41-9021	4920
Sales Workers	Real Estate Sales Agents	41-9022	4920
Sales Workers	Telemarketers	41-9041	4940
Sales Workers	Door-to-Door Sales Workers, News and Street Vendors, and Related Workers	41-9091	4950
Sales Workers	Sales and Related Workers, All Other	41-9099	4965
Administrative Support Workers	Social and Human Service Assistants	21-1093	2016
Administrative Support Workers	Paralegals and Legal Assistants	23-2011	2145
Administrative Support Workers	Court Reporters	23-2091	2160
Administrative Support Workers	Title Examiners, Abstractors, and Searchers	23-2093	2160
Administrative Support Workers	Legal Support Workers, All Other	23-2099	2160
Administrative Support Workers	Library Technicians	25-4031	2440
Administrative Support Workers	Teacher Assistants	25-9041	2540
Administrative Support Workers	Medical Transcriptionists	31-9094	3646
Administrative Support Workers	First-Line Supervisors of Office and Administrative Support Workers	43-1011	5000
Administrative Support Workers	Switchboard Operators, Including Answering Service	43-2011	5010
Administrative Support Workers	Telephone Operators	43-2021	5020
Administrative Support Workers	Communications Equipment Operators, All Other	43-2099	5030
Administrative Support Workers	Bill and Account Collectors	43-3011	5100
Administrative Support Workers	Billing and Posting Clerks	43-3021	5110
Administrative Support Workers	Bookkeeping, Accounting, and Auditing Clerks	43-3031	5120
Administrative Support Workers	Gaming Cage Workers	43-3041	5130
Administrative Support Workers	Payroll and Timekeeping Clerks	43-3051	5140
Administrative Support Workers	Procurement Clerks	43-3061	5150
Administrative Support Workers	Tellers	43-3071	5160

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Administrative Support Workers	Financial Clerks, All Other	43-3099	5165
Administrative Support Workers	Brokerage Clerks	43-4011	5200
Administrative Support Workers	Correspondence Clerks	43-4021	5350
Administrative Support Workers	Court, Municipal, and License Clerks	43-4031	5220
Administrative Support Workers	Credit Authorizers, Checkers, and Clerks	43-4041	5230
Administrative Support Workers	Customer Service Representatives	43-4051	5240
Administrative Support Workers	Eligibility Interviewers, Government Programs	43-4061	5250
Administrative Support Workers	File Clerks	43-4071	5260
Administrative Support Workers	Hotel, Motel, and Resort Desk Clerks	43-4081	5300
Administrative Support Workers	Interviewers, Except Eligibility and Loan	43-4111	5310
Administrative Support Workers	Library Assistants, Clerical	43-4121	5320
Administrative Support Workers	Loan Interviewers and Clerks	43-4131	5330
Administrative Support Workers	New Accounts Clerks	43-4141	5340
Administrative Support Workers	Order Clerks	43-4151	5350
Administrative Support Workers	Human Resources Assistants, Except Payroll and Timekeeping	43-4161	5360
Administrative Support Workers	Receptionists and Information Clerks	43-4171	5400
Administrative Support Workers	Reservation and Transportation Ticket Agents and Travel Clerks	43-4181	5410
Administrative Support Workers	Information and Record Clerks, All Other	43-4199	5420
Administrative Support Workers	Cargo and Freight Agents	43-5011	5500
Administrative Support Workers	Couriers and Messengers	43-5021	5510
Administrative Support Workers	Police, Fire, and Ambulance Dispatchers	43-5031	5520
Administrative Support Workers	Dispatchers, Except Police, Fire, and Ambulance	43-5032	5520
Administrative Support Workers	Meter Readers, Utilities	43-5041	5530
Administrative Support Workers	Postal Service Clerks	43-5051	5540
Administrative Support Workers	Postal Service Mail Carriers	43-5052	5550
Administrative Support Workers	Postal Service Mail Sorters, Processors, and Processing Machine Operators	43-5053	5560
Administrative Support Workers	Production, Planning, and Expediting Clerks	43-5061	5600

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Administrative Support Workers	Shipping, Receiving, and Traffic Clerks	43-5071	5610
Administrative Support Workers	Stock Clerks and Order Fillers	43-5081	5620
Administrative Support Workers	Weighers, Measurers, Checkers, and Samplers, Recordkeeping	43-5111	5630
Administrative Support Workers	Executive Secretaries and Executive Administrative Assistants	43-6011	5700
Administrative Support Workers	Legal Secretaries	43-6012	5700
Administrative Support Workers	Medical Secretaries	43-6013	5700
Administrative Support Workers	Secretaries and Administrative Assistants, Except Legal, Medical, and Executive	43-6014	5700
Administrative Support Workers	Computer Operators	43-9011	5800
Administrative Support Workers	Data Entry Keyers	43-9021	5810
Administrative Support Workers	Word Processors and Typists	43-9022	5820
Administrative Support Workers	Desktop Publishers	43-9031	5940
Administrative Support Workers	Insurance Claims and Policy Processing Clerks	43-9041	5840
Administrative Support Workers	Mail Clerks and Mail Machine Operators, Except Postal Service	43-9051	5850
Administrative Support Workers	Office Clerks, General	43-9061	5860
Administrative Support Workers	Office Machine Operators, Except Computer	43-9071	5900
Administrative Support Workers	Proofreaders and Copy Markers	43-9081	5910
Administrative Support Workers	Statistical Assistants	43-9111	5920
Administrative Support Workers	Office and Administrative Support Workers, All Other	43-9199	5940
Craft Workers	First-Line Supervisors of Construction Trades and Extraction Workers	47-1011	6200
Craft Workers	Boilermakers	47-2011	6210
Craft Workers	Brickmasons and Blockmasons	47-2021	6220
Craft Workers	Stonemasons	47-2022	6220
Craft Workers	Carpenters	47-2031	6230
Craft Workers	Carpet Installers	47-2041	6240
Craft Workers	Floor Layers, Except Carpet, Wood, and Hard Tiles	47-2042	6240
Craft Workers	Floor Sanders and Finishers	47-2043	6240
Craft Workers	Tile and Marble Setters	47-2044	6240
Craft Workers	Cement Masons and Concrete Finishers	47-2051	6250
Craft Workers	Terrazzo Workers and Finishers	47-2053	6250
Craft Workers	Paving, Surfacing, and Tamping Equipment Operators	47-2071	6300
Craft Workers	Pile-Driver Operators	47-2072	6320
Craft Workers	Operating Engineers and Other Construction Equipment Operators	47-2073	6320

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Craft Workers	Drywall and Ceiling Tile Installers	47-2081	6330
Craft Workers	Tapers	47-2082	6330
Craft Workers	Electricians	47-2111	6355
Craft Workers	Glaziers	47-2121	6360
Craft Workers	Insulation Workers, Floor, Ceiling, and Wall	47-2131	6400
Craft Workers	Insulation Workers, Mechanical	47-2132	6400
Craft Workers	Painters, Construction and Maintenance	47-2141	6420
Craft Workers	Paperhangers	47-2142	6430
Craft Workers	Pipelayers	47-2151	6440
Craft Workers	Plumbers, Pipefitters, and Steamfitters	47-2152	6440
Craft Workers	Plasterers and Stucco Masons	47-2161	6460
Craft Workers	Reinforcing Iron and Rebar Workers	47-2171	6500
Craft Workers	Roofers	47-2181	6515
Craft Workers	Sheet Metal Workers	47-2211	6520
Craft Workers	Structural Iron and Steel Workers	47-2221	6530
Craft Workers	Solar Photovoltaic Installers	47-2231	6765
Craft Workers	Elevator Installers and Repairers	47-4021	6700
Craft Workers	Fence Erectors	47-4031	6710
Craft Workers	Hazardous Materials Removal Workers	47-4041	6720
Craft Workers	Highway Maintenance Workers	47-4051	6730
Craft Workers	Rail-Track Laying and Maintenance Equipment Operators	47-4061	6740
Craft Workers	Septic Tank Servicers and Sewer Pipe Cleaners	47-4071	6765
Craft Workers	Segmental Pavers	47-4091	6765
Craft Workers	Construction and Related Workers, All Other	47-4099	6765
Craft Workers	Derrick Operators, Oil and Gas	47-5011	6800
Craft Workers	Rotary Drill Operators, Oil and Gas	47-5012	6800
Craft Workers	Service Unit Operators, Oil, Gas, and Mining	47-5013	6800
Craft Workers	Earth Drillers, Except Oil and Gas	47-5021	6820
Craft Workers	Explosives Workers, Ordnance Handling Experts, and Blasters	47-5031	6830
Craft Workers	Continuous Mining Machine Operators	47-5041	6840
Craft Workers	Mine Cutting and Channeling Machine Operators	47-5042	6840
Craft Workers	Mining Machine Operators, All Other	47-5049	6840
Craft Workers	Rock Splitters, Quarry	47-5051	6940
Craft Workers	Roof Bolters, Mining	47-5061	6940
Craft Workers	Roustabouts, Oil and Gas	47-5071	6800
Craft Workers	Helpers--Extraction Workers	47-5081	6940
Craft Workers	Extraction Workers, All Other	47-5099	6940
Craft Workers	First-Line Supervisors of Mechanics, Installers, and Repairers	49-1011	7000
Craft Workers	Computer, Automated Teller, and Office Machine Repairers	49-2011	7010
Craft Workers	Radio, Cellular, and Tower Equipment Installers and Repairs	49-2021	7020
Craft Workers	Telecommunications Equipment Installers and Repairers, Except Line Installers	49-2022	7020

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Craft Workers	Avionics Technicians	49-2091	7030
Craft Workers	Electric Motor, Power Tool, and Related Repairers	49-2092	7040
Craft Workers	Electrical and Electronics Installers and Repairers, Transportation Equipment	49-2093	7100
Craft Workers	Electrical and Electronics Repairers, Commercial and Industrial Equipment	49-2094	7100
Craft Workers	Electrical and Electronics Repairers, Powerhouse, Substation, and Relay	49-2095	7100
Craft Workers	Electronic Equipment Installers and Repairers, Motor Vehicles	49-2096	7110
Craft Workers	Electronic Home Entertainment Equipment Installers and Repairers	49-2097	7120
Craft Workers	Security and Fire Alarm Systems Installers	49-2098	7130
Craft Workers	Aircraft Mechanics and Service Technicians	49-3011	7140
Craft Workers	Automotive Body and Related Repairers	49-3021	7150
Craft Workers	Automotive Glass Installers and Repairers	49-3022	7160
Craft Workers	Automotive Service Technicians and Mechanics	49-3023	7200
Craft Workers	Bus and Truck Mechanics and Diesel Engine Specialists	49-3031	7210
Craft Workers	Farm Equipment Mechanics and Service Technicians	49-3041	7220
Craft Workers	Mobile Heavy Equipment Mechanics, Except Engines	49-3042	7220
Craft Workers	Rail Car Repairers	49-3043	7220
Craft Workers	Motorboat Mechanics and Service Technicians	49-3051	7240
Craft Workers	Motorcycle Mechanics	49-3052	7240
Craft Workers	Outdoor Power Equipment and Other Small Engine Mechanics	49-3053	7240
Craft Workers	Bicycle Repairers	49-3091	7260
Craft Workers	Recreational Vehicle Service Technicians	49-3092	7260
Craft Workers	Tire Repairers and Changers	49-3093	7260
Craft Workers	Mechanical Door Repairers	49-9011	7300
Craft Workers	Control and Valve Installers and Repairers, Except Mechanical Door	49-9012	7300
Craft Workers	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	49-9021	7315
Craft Workers	Home Appliance Repairers	49-9031	7320
Craft Workers	Industrial Machinery Mechanics	49-9041	7330
Craft Workers	Maintenance Workers, Machinery	49-9043	7350
Craft Workers	Millwrights	49-9044	7360
Craft Workers	Refractory Materials Repairers, Except Brickmasons	49-9045	7330
Craft Workers	Electrical Power-Line Installers and Repairers	49-9051	7410
Craft Workers	Telecommunications Line Installers and Repairers	49-9052	7420
Craft Workers	Camera and Photographic Equipment Repairers	49-9061	7430
Craft Workers	Medical Equipment Repairers	49-9062	7430
Craft Workers	Musical Instrument Repairers and Tuners	49-9063	7430
Craft Workers	Watch Repairers	49-9064	7430
Craft Workers	Precision Instrument and Equipment Repairers, All Other	49-9069	7430
Craft Workers	Maintenance and Repair Workers, General	49-9071	7340
Craft Workers	Wind Turbine Service Technicians	49-9081	7630
Craft Workers	Coin, Vending, and Amusement Machine Servicers and Repairers	49-9091	7510
Craft Workers	Commercial Divers	49-9092	7630

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Craft Workers	Fabric Menders, Except Garment	49-9093	7630
Craft Workers	Locksmiths and Safe Repairers	49-9094	7540
Craft Workers	Manufactured Building and Mobile Home Installers	49-9095	7550
Craft Workers	Riggers	49-9096	7560
Craft Workers	Signal and Track Switch Repairers	49-9097	7630
Craft Workers	Installation, Maintenance, and Repair Workers, All Other	49-9099	7630
Craft Workers	Structural Metal Fabricators and Fitters	51-2041	7740
Craft Workers	Machinists	51-4041	8030
Craft Workers	Model Makers, Metal and Plastic	51-4061	8060
Craft Workers	Patternmakers, Metal and Plastic	51-4062	8060
Craft Workers	Tool and Die Makers	51-4111	8130
Craft Workers	Prepress Technicians and Workers	51-5111	8250
Craft Workers	Print Binding and Finishing Workers	51-5113	8256
Craft Workers	Shoe and Leather Workers and Repairers	51-6041	8330
Craft Workers	Sewers, Hand	51-6051	8350
Craft Workers	Tailors, Dressmakers, and Custom Sewers	51-6052	8350
Craft Workers	Upholsterers	51-6093	8450
Craft Workers	Cabinetmakers and Bench Carpenters	51-7011	8500
Craft Workers	Furniture Finishers	51-7021	8510
Craft Workers	Model Makers, Wood	51-7031	8550
Craft Workers	Patternmakers, Wood	51-7032	8550
Craft Workers	Woodworkers, All Other	51-7099	8550
Craft Workers	Nuclear Power Reactor Operators	51-8011	8600
Craft Workers	Power Distributors and Dispatchers	51-8012	8600
Craft Workers	Power Plant Operators	51-8013	8600
Craft Workers	Stationary Engineers and Boiler Operators	51-8021	8610
Craft Workers	Water and Wastewater Treatment Plant and System Operators	51-8031	8620
Craft Workers	Jewelers and Precious Stone and Metal Workers	51-9071	8750
Craft Workers	Dental Laboratory Technicians	51-9081	8760
Craft Workers	Medical Appliance Technicians	51-9082	8760
Craft Workers	Ophthalmic Laboratory Technicians	51-9083	8760
Craft Workers	Etchers and Engravers	51-9194	8910
Craft Workers	Crane and Tower Operators	53-7021	9510
Craft Workers	Dredge Operators	53-7031	9520
Craft Workers	Excavating and Loading Machine and Dragline Operators	53-7032	9520
Craft Workers	Loading Machine Operators, Underground Mining	53-7033	9520
Operatives	Graders and Sorters, Agricultural Products	45-2041	6040
Operatives	First-Line Supervisors of Production and Operating Workers	51-1011	7700
Operatives	Aircraft Structure, Surfaces, Rigging, and Systems Assemblers	51-2011	7710
Operatives	Coil Winders, Tapers, and Finishers	51-2021	7720
Operatives	Electrical and Electronic Equipment Assemblers	51-2022	7720

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Operatives	Electromechanical Equipment Assemblers	51-2023	7720
Operatives	Engine and Other Machine Assemblers	51-2031	7730
Operatives	Fiberglass Laminators and Fabricators	51-2091	7750
Operatives	Team Assemblers	51-2092	7750
Operatives	Timing Device Assemblers and Adjusters	51-2093	7750
Operatives	Assemblers and Fabricators, All Other	51-2099	7750
Operatives	Bakers	51-3011	7800
Operatives	Butchers and Meat Cutters	51-3021	7810
Operatives	Meat, Poultry, and Fish Cutters and Trimmers	51-3022	7810
Operatives	Slaughtering and Meat Packers	51-3023	7810
Operatives	Food and Tobacco Roasting, Baking, and Drying Machine Operators and Tenders	51-3091	7830
Operatives	Food Batchmakers	51-3092	7840
Operatives	Food Cooking Machine Operators and Tenders	51-3093	7850
Operatives	Food Processing Workers, All Other	51-3099	7855
Operatives	Computer-Controlled Machine Tool Operators, Metal and Plastic	51-4011	7900
Operatives	Computer Numerically Controlled Machine Tool Programmers, Metal and Plastic	51-4012	7900
Operatives	Extruding and Drawing Machine Setters, Operators, and Tenders, Metal and Plastic	51-4021	7920
Operatives	Forging Machine Setters, Operators, and Tenders, Metal and Plastic	51-4022	7930
Operatives	Rolling Machine Setters, Operators, and Tenders, Metal and Plastic	51-4023	7940
Operatives	Cutting, Punching, and Press Machine Setters, Operators, and Tenders, Metal and Plastic	51-4031	7950
Operatives	Drilling and Boring Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4032	7960
Operatives	Grinding, Lapping, Polishing, and Buffing Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4033	8000
Operatives	Lathe and Turning Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4034	8010
Operatives	Milling and Planing Machine Setters, Operators, and Tenders, Metal and Plastic	51-4035	8220
Operatives	Metal-Refining Furnace Operators and Tenders	51-4051	8040
Operatives	Pourers and Casters, Metal	51-4052	8040
Operatives	Foundry Mold and Coremakers	51-4071	8100
Operatives	Molding, Coremaking, and Casting Machine Setters, Operators, and Tenders, Metal and Plastic	51-4072	8100
Operatives	Multiple Machine Tool Setters, Operators, and Tenders, Metal and Plastic	51-4081	8220
Operatives	Welders, Cutters, Solderers, and Brazers	51-4121	8140
Operatives	Welding, Soldering, and Brazing Machine Setters, Operators, and Tenders	51-4122	8140
Operatives	Heat Treating Equipment Setters, Operators, and Tenders, Metal and Plastic	51-4191	8150
Operatives	Layout Workers, Metal and Plastic	51-4192	8220
Operatives	Plating and Coating Machine Setters, Operators, and Tenders, Metal and Plastic	51-4193	8200
Operatives	Tool Grinders, Filers, and Sharpeners	51-4194	8210
Operatives	Metal Workers and Plastic Workers, All Other	51-4199	8220
Operatives	Printing Press Operators	51-5112	8255
Operatives	Laundry and Dry-Cleaning Workers	51-6011	8300
Operatives	Pressers, Textile, Garment, and Related Materials	51-6021	8310
Operatives	Sewing Machine Operators	51-6031	8320

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Operatives	Shoe Machine Operators and Tenders	51-6042	8340
Operatives	Textile Bleaching and Dyeing Machine Operators and Tenders	51-6061	8400
Operatives	Textile Cutting Machine Setters, Operators, and Tenders	51-6062	8400
Operatives	Textile Knitting and Weaving Machine Setters, Operators, and Tenders	51-6063	8410
Operatives	Textile Winding, Twisting, and Drawing Out Machine Setters, Operators, and Tenders	51-6064	8420
Operatives	Extruding and Forming Machine Setters, Operators, and Tenders, Synthetic and Glass Fibers	51-6091	8460
Operatives	Fabric and Apparel Patternmakers	51-6092	8460
Operatives	Textile, Apparel, and Furnishings Workers, All Other	51-6099	8460
Operatives	Sawing Machine Setters, Operators, and Tenders, Wood	51-7041	8530
Operatives	Woodworking Machine Setters, Operators, and Tenders, Except Sawing	51-7042	8540
Operatives	Chemical Plant and System Operators	51-8091	8630
Operatives	Gas Plant Operators	51-8092	8630
Operatives	Petroleum Pump System Operators, Refinery Operators, and Gaugers	51-8093	8630
Operatives	Plant and System Operators, All Other	51-8099	8630
Operatives	Chemical Equipment Operators and Tenders	51-9011	8640
Operatives	Separating, Filtering, Clarifying, Precipitating, and Still Machine Setters, Operators, and Tenders	51-9012	8640
Operatives	Crushing, Grinding, and Polishing Machine Setters, Operators, and Tenders	51-9021	8650
Operatives	Grinding and Polishing Workers, Hand	51-9022	8650
Operatives	Mixing and Blending Machine Setters, Operators, and Tenders	51-9023	8650
Operatives	Cutters and Trimmers, Hand	51-9031	8710
Operatives	Cutting and Slicing Machine Setters, Operators, and Tenders	51-9032	8710
Operatives	Extruding, Forming, Pressing, and Compacting Machine Setters, Operators, and Tenders	51-9041	8720
Operatives	Furnace, Kiln, Oven, Drier, and Kettle Operators and Tenders	51-9051	8730
Operatives	Inspectors, Testers, Sorters, Samplers, and Weighers	51-9061	8740
Operatives	Packaging and Filling Machine Operators and Tenders	51-9111	8800
Operatives	Coating, Painting, and Spraying Machine Setters, Operators, and Tenders	51-9121	8810
Operatives	Painters, Transportation Equipment	51-9122	8810
Operatives	Painting, Coating, and Decorating Workers	51-9123	8810
Operatives	Semiconductor Processors	51-9141	8965
Operatives	Photographic Process Workers and Processing Machine Operators	51-9151	8830
Operatives	Adhesive Bonding Machine Operators and Tenders	51-9191	8850
Operatives	Cleaning, Washing, and Metal Pickling Equipment Operators and Tenders	51-9192	8860
Operatives	Cooling and Freezing Equipment Operators and Tenders	51-9193	8965
Operatives	Molders, Shapers, and Casters, Except Metal and Plastic	51-9195	8920
Operatives	Paper Goods Machine Setters, Operators, and Tenders	51-9196	8930
Operatives	Tire Builders	51-9197	8940
Operatives	Production Workers, All Other	51-9199	8965
Operatives	Aircraft Cargo Handling Supervisors	53-1011	9000
Operatives	First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand	53-1021	9000
Operatives	First-Line Supervisors of Transportation and Material-Moving Machine and Vehicle Operators	53-1031	9000

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Operatives	Flight Attendants	53-2031	9050
Operatives	Ambulance Drivers and Attendants, Except Emergency Medical Technicians	53-3011	9110
Operatives	Bus Drivers, Transit and Intercity	53-3021	9120
Operatives	Bus Drivers, School or Special Client	53-3022	9120
Operatives	Driver/Sales Workers	53-3031	9130
Operatives	Heavy and Tractor-Trailer Truck Drivers	53-3032	9130
Operatives	Light Truck or Delivery Services Drivers	53-3033	9130
Operatives	Taxi Drivers and Chauffeurs	53-3041	9140
Operatives	Motor Vehicle Operators, All Other	53-3099	9150
Operatives	Locomotive Engineers	53-4011	9200
Operatives	Locomotive Firers	53-4012	9200
Operatives	Rail Yard Engineers, Dinkey Operators, and Hostlers	53-4013	9200
Operatives	Railroad Brake, Signal, and Switch Operators	53-4021	9230
Operatives	Railroad Conductors and Yardmasters	53-4031	9240
Operatives	Subway and Streetcar Operators	53-4041	9260
Operatives	Rail Transportation Workers, All Other	53-4099	9260
Operatives	Sailors and Marine Oilers	53-5011	9300
Operatives	Captains, Mates, and Pilots of Water Vessels	53-5021	9310
Operatives	Motorboat Operators	53-5022	9310
Operatives	Ship Engineers	53-5031	9300
Operatives	Bridge and Lock Tenders	53-6011	9420
Operatives	Parking Lot Attendants	53-6021	9350
Operatives	Traffic Technicians	53-6041	9420
Operatives	Transportation Attendants, Except Flight Attendants	53-6061	9415
Operatives	Transportation Workers, All Other	53-6099	9420
Operatives	Conveyor Operators and Tenders	53-7011	9560
Operatives	Hoist and Winch Operators	53-7041	9560
Operatives	Industrial Truck and Tractor Operators	53-7051	9600
Operatives	Packers and Packagers, Hand	53-7064	9640
Operatives	Gas Compressor and Gas Pumping Station Operators	53-7071	9650
Operatives	Pump Operators, Except Wellhead Pumpers	53-7072	9650
Operatives	Wellhead Pumpers	53-7073	9650
Operatives	Mine Shuttle Car Operators	53-7111	9750
Operatives	Tank Car, Truck, and Ship Loaders	53-7121	9750
Operatives	Material Moving Workers, All Other	53-7199	9750
Labors and Helpers	First-Line Supervisors of Landscaping, Lawn Service, and Groundskeeping Workers	37-1012	4210
Labors and Helpers	Landscaping and Groundskeeping Workers	37-3011	4250
Labors and Helpers	Pesticide Handlers, Sprayers, and Applicators, Vegetation	37-3012	4250
Labors and Helpers	Tree Trimmers and Pruners	37-3013	4250
Labors and Helpers	Grounds Maintenance Workers, All Other	37-3019	4250
Labors and Helpers	Nonfarm Animal Caretakers	39-2021	4350

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Labors and Helpers	First-Line Supervisors of Farming, Fishing, and Forestry Workers	45-1011	6005
Labors and Helpers	Animal Breeders	45-2021	6050
Labors and Helpers	Agricultural Equipment Operators	45-2091	6050
Labors and Helpers	Farmworkers and Laborers, Crop, Nursery, and Greenhouse	45-2092	6050
Labors and Helpers	Farmworkers, Farm, Ranch, and Aquacultural Animals	45-2093	6050
Labors and Helpers	Agricultural Workers, All Other	45-2099	6050
Labors and Helpers	Fishers and Related Fishing Workers	45-3011	6100
Labors and Helpers	Hunters and Trappers	45-3021	6100
Labors and Helpers	Forest and Conservation Workers	45-4011	6120
Labors and Helpers	Fallers	45-4021	6130
Labors and Helpers	Logging Equipment Operators	45-4022	6130
Labors and Helpers	Log Graders and Scalers	45-4023	6130
Labors and Helpers	Logging Workers, All Other	45-4029	6130
Labors and Helpers	Construction Laborers	47-2061	6260
Labors and Helpers	Helpers--Brickmasons, Blockmasons, Stonemasons, and Tile and Marble Setters	47-3011	6600
Labors and Helpers	Helpers--Carpenters	47-3012	6600
Labors and Helpers	Helpers--Electricians	47-3013	6600
Labors and Helpers	Helpers--Painters, Paperhangers, Plasterers, and Stucco Masons	47-3014	6600
Labors and Helpers	Helpers--Pipelayers, Plumbers, Pipefitters, and Steamfitters	47-3015	6600
Labors and Helpers	Helpers--Roofers	47-3016	6600
Labors and Helpers	Helpers, Construction Trades, All Other	47-3019	6600
Labors and Helpers	Helpers--Installation, Maintenance, and Repair Workers	49-9098	7610
Labors and Helpers	Helpers--Production Workers	51-9198	8950
Labors and Helpers	Automotive and Watercraft Service Attendants	53-6031	9360
Labors and Helpers	Cleaners of Vehicles and Equipment	53-7061	9610
Labors and Helpers	Laborers and Freight, Stock, and Material Movers, Hand	53-7062	9620
Labors and Helpers	Machine Feeders and Offbearers	53-7063	9630
Labors and Helpers	Refuse and Recyclable Material Collectors	53-7081	9720
Service Workers	Home Health Aides	31-1011	3600
Service Workers	Psychiatric Aides	31-1013	3600
Service Workers	Nursing Assistants	31-1014	3600
Service Workers	Orderlies	31-1015	3600
Service Workers	Occupational Therapy Assistants	31-2011	3610
Service Workers	Occupational Therapy Aides	31-2012	3610
Service Workers	Physical Therapist Assistants	31-2021	3620
Service Workers	Physical Therapist Aides	31-2022	3620
Service Workers	Massage Therapists	31-9011	3630
Service Workers	Dental Assistants	31-9091	3640
Service Workers	Medical Assistants	31-9092	3645
Service Workers	Medical Equipment Preparers	31-9093	3655
Service Workers	Pharmacy Aides	31-9095	3647

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Service Workers	Veterinary Assistants and Laboratory Animal Caretakers	31-9096	3648
Service Workers	Phlebotomists	31-9097	3649
Service Workers	Healthcare Support Workers, All Other	31-9099	3655
Service Workers	First-Line Supervisors of Correctional Officers	33-1011	3700
Service Workers	First-Line Supervisors of Police and Detectives	33-1012	3710
Service Workers	First-Line Supervisors of Fire Fighting and Prevention Workers	33-1021	3720
Service Workers	First-Line Supervisors of Protective Service Workers, All Other	33-1099	3730
Service Workers	Firefighters	33-2011	3740
Service Workers	Fire Inspectors and Investigators	33-2021	3750
Service Workers	Forest Fire Inspectors and Prevention Specialists	33-2022	3750
Service Workers	Bailiffs	33-3011	3800
Service Workers	Correctional Officers and Jailers	33-3012	3800
Service Workers	Detectives and Criminal Investigators	33-3021	3820
Service Workers	Fish and Game Wardens	33-3031	3840
Service Workers	Parking Enforcement Workers	33-3041	3840
Service Workers	Police and Sheriff's Patrol Officers	33-3051	3850
Service Workers	Transit and Railroad Police	33-3052	3850
Service Workers	Animal Control Workers	33-9011	3900
Service Workers	Private Detectives and Investigators	33-9021	3910
Service Workers	Gaming Surveillance Officers and Gaming Investigators	33-9031	3930
Service Workers	Security Guards	33-9032	3930
Service Workers	Crossing Guards	33-9091	3940
Service Workers	Lifeguards, Ski Patrol, and Other Recreational Protective Service Workers	33-9092	3955
Service Workers	Transportation Security Screeners	33-9093	3945
Service Workers	Protective Service Workers, All Other	33-9099	3955
Service Workers	Chefs and Head Cooks	35-1011	4000
Service Workers	First-Line Supervisors of Food Preparation and Serving Workers	35-1012	4010
Service Workers	Cooks, Fast Food	35-2011	4020
Service Workers	Cooks, Institution and Cafeteria	35-2012	4020
Service Workers	Cooks, Private Household	35-2013	4020
Service Workers	Cooks, Restaurant	35-2014	4020
Service Workers	Cooks, Short Order	35-2015	4020
Service Workers	Cooks, All Other	35-2019	4020
Service Workers	Food Preparation Workers	35-2021	4030
Service Workers	Bartenders	35-3011	4040
Service Workers	Combined Food Preparation and Serving Workers, Including Fast Food	35-3021	4050
Service Workers	Counter Attendants, Cafeteria, Food Concession, and Coffee Shop	35-3022	4060
Service Workers	Waiters and Waitresses	35-3031	4110
Service Workers	Food Servers, Nonrestaurant	35-3041	4120
Service Workers	Dining Room and Cafeteria Attendants and Bartender Helpers	35-9011	4130
Service Workers	Dishwashers	35-9021	4140

EEO-1 Job Group	Job Title/Description of Standard Occupational Classification (SOC)	Six-Level SOC Job Code	Four-Digit Census Code
Service Workers	Hosts and Hostesses, Restaurant, Lounge, and Coffee Shop	35-9031	4150
Service Workers	Food Preparation and Serving Related Workers, All Other	35-9099	4130
Service Workers	First-Line Supervisors of Housekeeping and Janitorial Workers	37-1011	4200
Service Workers	Janitors and Cleaners, Except Maids and Housekeeping Cleaners	37-2011	4220
Service Workers	Maids and Housekeeping Cleaners	37-2012	4230
Service Workers	Building Cleaning Workers, All Other	37-2019	4220
Service Workers	Pest Control Workers	37-2021	4240
Service Workers	Gaming Supervisors	39-1011	4300
Service Workers	Slot Supervisors	39-1012	4300
Service Workers	First-Line Supervisors of Personal Service Workers	39-1021	4320
Service Workers	Gaming Dealers	39-3011	4400
Service Workers	Gaming and Sports Book Writers and Runners	39-3012	4400
Service Workers	Gaming Service Workers, All Other	39-3019	4400
Service Workers	Motion Picture Projectionists	39-3021	4410
Service Workers	Ushers, Lobby Attendants, and Ticket Takers	39-3031	4420
Service Workers	Amusement and Recreation Attendants	39-3091	4430
Service Workers	Costume Attendants	39-3092	4430
Service Workers	Locker Room, Coatroom, and Dressing Room Attendants	39-3093	4430
Service Workers	Entertainment Attendants and Related Workers, All Other	39-3099	4430
Service Workers	Embalmers	39-4011	4460
Service Workers	Funeral Attendants	39-4021	4460
Service Workers	Barbers	39-5011	4500
Service Workers	Hairdressers, Hairstylists, and Cosmetologists	39-5012	4510
Service Workers	Makeup Artists, Theatrical and Performance	39-5091	4520
Service Workers	Manicurists and Pedicurists	39-5092	4520
Service Workers	Shampooers	39-5093	4520
Service Workers	Skincare Specialists	39-5094	4520
Service Workers	Baggage Porters and Bellhops	39-6011	4530
Service Workers	Concierges	39-6012	4530
Service Workers	Tour Guides and Escorts	39-7011	4540
Service Workers	Travel Guides	39-7012	4540
Service Workers	Childcare Workers	39-9011	4600
Service Workers	Personal Care Aides	39-9021	4610
Service Workers	Fitness Trainers and Aerobics Instructors	39-9031	4620
Service Workers	Recreation Workers	39-9032	4620
Service Workers	Residential Advisors	39-9041	4640
Service Workers	Personal Care and Service Workers, All Other	39-9099	4650

*** NOTE: Executive/Senior Level Officials and Managers include individuals who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO. Examples

of these kinds of managers are: chief executive officers, chief operating officers, chief financial officers, line of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE GAMING COMMISSION'S
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PROGRAM
VENDOR/CONTRACTOR'S MWBE UTILIZATION PLAN FORM**

As mandated by Article 15-A of the Executive Law and the new subtitle N of 9 NYCRR 540 et seq, the New York State Gaming Commission (the "Commission") has established a goal of 30% participation by New York State Certified Minority and Women owned Business Enterprise (MWBE) as subcontractors/suppliers in this contract. Contractors must submit the attached MWBE Utilization Plan Form indicating how they will intend to comply with the established goals.

For the directory of New York State certified MWBE's, please visit the New York State's Division of Minority and Women-owned Business Development website at:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

Completion of the Form:

The Commission will complete all the un-shaded areas including: agency information, contract details, and summary of allocation of MWBE utilization and related value.

The contractor will complete the remaining, shaded, areas. It is important that the contractor provide detailed contact information including: name, phone number and email address.

Within the utilization section of the form, the contractor must list the names and addresses of all subcontractors or suppliers that will be utilized during this contract. The following items should be completed for each vendor listed:

- Subcontractor's Federal ID#;
- Subcontractor information as follows:
 - By checking the appropriate boxes, indicate whether the subcontractors are "SUB" or "SUP", minority-owned business enterprise "MBE" or women-owned business enterprise "WBE", and if they are NYS Certified.
- Brief description of the work the subcontractor's will provide.

Note: additional sheets may be used if necessary.

Attestation and Form Acceptance

The preparer must attest to the information provided by signing in the appropriate space; in addition, print the name of the contractor, provide telephone number, and date.

The last section, bottom right, will be completed by the Commission upon its review of the form. The contractor will be notified of the acceptance or deficiency of the MWBE Utilization Plan Form.

If assistance is required in completing this form or locating a New York State certified vendor to utilize as subcontractors or suppliers, please contact the Commission's Contracts Officer at (518) 388-3329.

**NEW YORK STATE GAMING COMMISSION
VENDOR/CONTRACTOR'S MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION PLAN FORM**

AGENCY NAME _____
 AGENCY CONTACT _____
 AGENCY PHONE _____

CONTRACTOR NAME AND ADDRESS	CHECK APPROPRIATE BOX		DATE SUBMITTED		TOTAL VALUE OF CONTRACT		
	<input type="checkbox"/> SUPPLIER <input type="checkbox"/> CONTRACTOR		CONTRACTOR'S FID#		CONTRACT EFFECTIVE DATES		
PROJECT DESCRIPTION	GOALS MBE WBE		JOB NUMBER (IF APPLICABLE)		CONTRACT NUMBER		
MWBE SUBCONTRACTOR/SUPPLIER NAME & ADDRESS	CHECK ONE	SUBCONTRACTOR/SUPPLIER TAXPAYER/FEDERAL ID #	MBE (CHECK)	WBE (CHECK)	NYS CERTIFIED (CHECK)	DESCRIPTION OF WORK	\$ VALUE OF CONTRACT
	SUB _____ SUP _____		YES _____ NO _____	YES _____ NO _____	YES _____ NO _____		
	SUB _____ SUP _____		YES _____ NO _____	YES _____ NO _____	YES _____ NO _____		
	SUB _____ SUP _____		YES _____ NO _____	YES _____ NO _____	YES _____ NO _____		
	SUB _____ SUP _____		YES _____ NO _____	YES _____ NO _____	YES _____ NO _____		

	<u>\$ AMOUNT</u>	<u>% OF TOTAL</u>
(A) TOTAL CONTRACT BID AMOUNT:	_____	_____
(B) TOTAL SUBCONTRACTS FOR COMMODITIES AND SERVICES TO MBE'S:	_____	_____
(C) TOTAL SUBCONTRACTS FOR COMMODITIES AND SERVICES TO WBE'S:	_____	_____

CONTRACTOR'S ATTESTATION: MY FIRM PROPOSES TO USE THE MWBE'S LISTED ON THIS FORM.

PREPARED BY: (SIGNATURE OF CONTRACTOR)	PRINT NAME OF CONTRACTOR	TELEPHONE NUMBER	DATE
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FOR OFFICE USE ONLY
REVIEWED BY:
DATE:
MWBE FIRMS CERTIFIED:
MWBE FIRMS NOT CERTIFIED:

NOTICE: this report is required pursuant to Executive Law; failure to report will result in noncompliance.

**NEW YORK STATE GAMING COMMISSION
 MWBE CONTRACT COMPLIANCE PROGRAM
 CONTRACTOR'S QUARTERLY SUBCONTRACTING/SUPPLIER ACTIVITY REPORT
 FOR THE PERIOD OF _____**

1. NAME AND ADDRESS:	2. PROJECT/CONTRACT GOALS:	3. DATE SUBMITTED	4. CONTRACT NO: _____
	MBE _____		JOB NO.: _____
	WBE _____		LOCATION/REGION: _____
FEDERAL ID/SOCIAL SECURITY NO.*	5. PROJECT WORK DESCRIPTION:*		6. CONTRACT EFFECTIVE DATES:*

SUBCONTRACTING/SUPPLIER ACTIVITY REPORT

7. REPORT SUBCONTRACTOR'S SUPPLIERS AWARDED/PURCHASED THIS QUARTER	# AWARDED THIS PERIOD	AMOUNT AWARDED THIS PERIOD	# AWARDED TO NYS CERTIFIED		TOTAL DOLLAR AMOUNT AWARDED THIS PERIOD TO NYS CERTIFIED		PERCENTAGE	
			MBE	WBE	MBE	WBE	MBE	WBE
DOLLAR RANGE: \$0-\$24,000								
\$25,000 +								
TOTAL								

PREPARED BY: (SIGNATURE OF CONTRACTOR)	PRINT NAME OF CONTRACTOR	TELEPHONE NO.	DATE
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This report is required by contract specifications. Failure to report will result in noncompliance with contract specifications.

*Delete information if reported on previous submittal.

REQUEST FOR WAIVER FORM

INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.		
Offerer/Contractor Name:	Federal Identification No.:	
Address:	Solicitation/Contract No.:	
City, State, Zip Code:	M/WBE Goals: MBE % WBE %	
By submitting this form and the required information, the offerer/contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE requirements set forth under the contract.		
Contractor is requesting a:		
1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial		
2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. <input type="checkbox"/> Total <input type="checkbox"/> Partial		
PREPARED BY (Signature):	Date:	
<small>SUBMISSION OF THIS FORM CONSTITUTES THE OFFERER/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A AND 5 NYCRR PART 143. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.</small>		
Name and Title of Preparer (Printed or Typed):	Telephone Number:	
	Email Address:	
Submit with the bid or proposal or if submitting after award submit to: NYS Gaming Commission Attn: Stacey Relation One Broadway Center Schenectady, NY 12301	***** GAMING COMMISSION USE ONLY *****	
	REVIEWED BY:	DATE:
	Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/>	
	<input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver <input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____ *Comments:	

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 10, as listed below.. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offerer/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offerer/contractor's representative authorized to discuss and negotiate this waiver request.

Note: Unless a Total Waiver has been granted, the offerer or contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract.

APPENDIX K

K: New York State Service-Disabled Veteran-Owned Business Participation

K-1: SDVOB Utilization Plan (Appendix K-1)

New York State Service-Disabled Veteran-Owned Business Participation

I. Contract Goals

- A. The Commission hereby establishes an overall goal of **6 percent** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at https://ogs.ny.gov/veterans/Docs/CertifiedNYS_SDVOB.pdf.

Questions regarding compliance with SDVOB participation goals should be directed to New York State Gaming Commission, Attn: Michele June, MWBE/SDVOB Compliance Specialist, One Broadway Center, Schenectady, NY 12305 or michele.june@gaming.ny.gov.

Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development (518) 474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of 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 SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Commission.
- C. The Commission will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of the Commission acceptance or issue a notice of deficiency within 20 days of receipt.

- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Commission a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Commission to be inadequate, the Commission shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Commission, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. The Commission may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - a) If a Bidder fails to submit an SDVOB 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 the Commission determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Commission shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall contact the New York State Gaming Commission, Attn: Michele June, MWBE/SDVOB Compliance Specialist, One Broadway Center, Schenectady, NY 12305 or michele.june@gaming.ny.gov for guidance.
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Commission at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's

waiver request is complete, the Commission shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Commission, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If the Commission, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Commission may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Commission.

IV. Required Good Faith Efforts

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

- A. Copies of solicitations to SDVOBs and any responses thereto.
- B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Commission with certified SDVOBs whom the Commission determined were capable of fulfilling the SDVOB goals set in the Contract.
- D. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to the Commission during the term of the Contract for the

preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available on the Office of General Services' Division of Service-Disabled Veterans' Business Development's website: <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to the Commission, by the 10th day of each month during the term of the Contract, for the preceding month's activity to the: New York State Gaming Commission, Attn: Michele June, MWBE/SDVOB Compliance Specialist, One Broadway Center, Schenectady, NY 12305 or michele.june@gaming.ny.gov.

VI. Breach of Contract and Damages

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

All forms are available at: <https://ogs.ny.gov/veterans/>



SDVOB UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation #C170005

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows 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. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name:	NYS Vendor ID:	6%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:			
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 estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

SDVOB Subcontractor/Supplier Name:			
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 estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

FOR NEW YORK STATE GAMING COMMISSION USE ONLY

New York State Gaming Commission Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:
Comments:			

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf
Note: All listed Subcontractors/Suppliers will be contacted and verified by New York State Gaming Commission.

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # <u>C170005</u>
-------------------------	--

SDVOB Subcontractor/Supplier Name:		
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 estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
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 estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
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 estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
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 estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		
SDVOB Subcontractor/Supplier Name:		
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 estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %		

APPENDIX L

Subcontractors and Suppliers

APPENDIX M

Non-Bid Response



NON-BID RESPONSE

RFP: C170005 New York Lottery Broadcast Studio
Design, Equipment & Integration Service

If your company will not be submitting a response to the RFP, it would be helpful in the preparation of future bidding opportunities to understand why your company is not submitting a proposal. Please help us by selecting your reason from the choices below, or selecting "Other" with a brief explanation.

_____ Although the bid is within the scope of our business, and we are interested in principle, at present, we are unable to respond, due to other commitments.

_____ The services / products described in the subject RFP are not within our area of expertise.

_____ We do not have the staffing / resources available at this time to provide the services requested.

_____ There were certain requirements or restrictions stated in the RFP that preclude our company from bidding. Those requirements are:

_____ Other: _____

This form may be emailed to: diane.seaburg@gaming.ny.gov, or mailed to:

New York State Gaming Commission
Contract Unit, 4th Floor
One Broadway Center
Schenectady, NY 12305

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

APPENDIX N

Vendor Assurance of No Conflict of Interest or Detrimental Effect

Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

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

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

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

Name, Title:

Signature:

Date:

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

APPENDIX O

Insurer Qualifications and Insurance Requirements

INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS

Insurer Qualifications

All insurance required under this RFP must be written by company rating of "A-" or better rated by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted (If coverage is provided by a non-admitted carrier, an ELANY Affidavit must accompany the certificate), and authorized to do business in the State of New York, and are approved by the Commission.

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

Insurance Requirements

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (Admitted Carriers). The Commission may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the Commission to accept insurance placed with a non-authorized carrier under any circumstances.

Upon award, the Contractor shall deliver to the Commission evidence of such policies as defined below. In the event there is a claim asserted that is covered by insurance and upon request of the Commission, the Contractor shall make available for inspection to the Commission, at Commission headquarters, during reasonable business hours, any applicable policy required by this Contract.

Throughout the Contract period, the contractor shall notify the Commission of any material changes to the policy, or any cancellations prior to the expiration date. The carrier shall also send notification of cancellation, termination, or failure to renew any policy in accordance with the policy provisions when practicable.

General Conditions

A. ***Conditions Applicable to Insurance.*** All policies of insurance required by this agreement must meet the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the Contractor are specified in Paragraph B below – Specific Coverages and Limits.

2. Policy Forms. Policies must be written on an **occurrence** basis, except as may be otherwise specifically provided herein, or agreed to in writing by the Commission. Under certain circumstances, the Commission may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the Contractor must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3-year period after completion of the Contract. Written proof of this extended reporting period must be provided to the Commission prior to the expiration or cancellation of the policy.

3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commission, before commencing any work under this Contract. Certificates shall be mailed using the contact information provided in Part 1 of this RFP.

Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment as required by law to the Commission.

Certificates of Insurance shall:

- a. Be in the form approved by the Commission.
- b. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- c. Specify the Additional Insureds and Named Insureds as required herein.
- d. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and be signed by an authorized representative of the insurance carrier or producer.

Only original documents (Certificates of Insurance and other attachments) will be accepted.

4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Commission for any

claim arising from the Contractor's Work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by the Commission shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance clause contained in the Commission's own policy of insurance.

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

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

7. Subcontractors. Should the Contractor engage a Sub-contractor, the Contractor shall endeavor to impose the insurance requirements of this document on the Sub-contractor, as applicable. Required insurance limits should be determined commensurate with the work of the Sub-contractor. Proof thereof shall be supplied to the Commission.

B. Specific Coverages and Limits. The types of insurance and minimum policy limits shall be as provided below.

- 1. General Liability.** Commercial General Liability Insurance (CGL), covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this Contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit: \$1,000,000
- General Aggregate: \$2,000,000
- Products/Completed Operations should equal the General Aggregate limit
- Personal Advertising Injury \$1,000,000
- Damage to Rented Premises \$50,000
- Medical Expense \$5,000

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

The following ISO forms must be endorsed to the policy:

- CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- CG 20 10 11 85, or, an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B)

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

Policies shall name the Commission as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.

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

For work to be performed in New York State, 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 New York State Workers' Compensation Law (www.wcb.ny.gov).

Evidence of New York State Workers' Compensation and Employers Liability coverage and New York State Disability Benefits coverage, or exemption from coverage, must be provided on **one** of the following forms specified by the Commissioner of the New York State Workers' Compensation Board. For forms and guidance, the Board's website is: http://www.wcb.ny.gov/content/main/forms/Forms_EMPLOYER.jsp

A. Workers' Compensation and Employers Liability Coverage:

- **Form CE-200** - *Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*); or
- **Form C-105.2** - (September 2015, or most current version) – Certificate of Workers' Compensation Insurance, sent to the Gaming Commission by the bidder's insurance carrier upon request; or
- **Form U-26.3** – Certificate of Workers' Compensation Insurance from the State Insurance Fund. Bidder must request that the State Insurance Fund send this form to the Commission; or
- **Form SI-12** – Certificate of Workers' Compensation Self Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office; or
- **Form GSI-105.2** – Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Bidder's Group Self-Insurance Administrator.

B. Disability Benefits:

- **Form CE-200** - *Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*); or
- **Form DB-120.1** (September 2015 or most current version), *Certificate of Insurance Coverage under the NYS Disability Benefits Law*. Bidder must request its business insurance carrier to send this form to the Commission.
- **Form DB-155**, *Certificate of Disability Benefits Self-Insurance*.

All forms must name THE NEW YORK STATE GAMING COMMISSION as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier. (ACORD forms are NOT acceptable proof of Workers' Compensation coverage).

ATTACHMENTS

- Attachment 1: Bidder Acknowledgement of Addendum**
- Attachment 2: Pricing Proposal Forms (Pages 1 & 2)**
- Attachment 3: Technical Proposal Equipment List**
- Attachment 4: Document Submittal Checklist**



RFP: C170005 – New York Lottery Broadcast Studio Design and Integration

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: _____

Date Issued: _____

Summary:

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

FIRM NAME: _____

REPRESENTATIVE SIGNATURE: _____

Pricing Proposal Form (corresponds with RFP Section 4.2)

- a) Studio and Control Room Design & Draft Schematics a) \$ _____
- b) Travel and Expenses (all-inclusive and not-to-exceed) b) \$ _____
- c) Equipment (hardware and software), cabling and accessories, lighting and related materials, including delivery) (**enter Total from Page 2**) c) \$ _____
- d) Green Screen Cyclorama (including delivery and setup) d) \$ _____
- e) Furniture: Consoles, Monitor Walls & any other racks or furniture (including delivery and setup) e) \$ _____
- f) Delivery Fees for equipment shipped from the integrator's site after pre-racking, to the Lottery Headquarters in Schenectady (Not to Exceed) f) \$ _____
- g) Integration (equipment and lighting) g) \$ _____
- h) Testing, Training, and As-built Documentation h) \$ _____

- Grand Total (sum of a through h)** \$ _____

Company Name: _____

Signature: _____ Date: _____

Pricing Proposal

Enter the Make & Model, Item Description, Price Per Unit, Quantity, and Total Price Per Unit (including delivery), in the columns below for each piece of equipment (hardware and software), cabling and accessories (clips, ties, etc.) and lighting and related materials. Costs shall include all packing, handling and shipping charges FOB destination (Commission or integrator’s site), freight prepaid **Do not include Green Screen or Furniture on this page as they are provided for on Page 1 of this Attachment 2. Provide the total sum at the bottom of the page and carry that figure to Page 1, item "c" of this Attachment 2. Total Price of each item must include delivery. The cost for integration is a separate fee under item g on page 1 of the Pricing Proposal.**

Make & Model	Item Description	Price per Unit	Quantity	Total Price Per Unit
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
Total (enter this total in Line "c" on Page 1 of this Attachment 2):				\$



DOCUMENT SUBMITTAL CHECKLIST

All items should be submitted with the Proposal, unless otherwise noted (checkbox is shaded out). Refer to sections in RFP for details of each requirement. **DO NOT include pricing with Technical Proposal (either Hard Copy OR USB)**

Parts 1 and 2		✓
Transmittal Letter: Signed, stating proposal valid for 180 days from proposal due date.		
Appendix B: Contract Form (incorporates Appendix A), must be signed		
Appendix C: Procurement Lobbying - Bidder/Offeror Disclosure		
Appendix D: Non-Collusive Bidding Certification		
Appendix E: New York State Vendor Responsibility Questionnaire		
Appendix F: W-9 Form - Vendor Identification Number - Due subsequent to award		
Appendix G: Electronic Payment Authorization - Due subsequent to award		
Appendix H: Consultant Disclosure - Forms A - Due within 2 Business Days of notice of award		
Appendix H: Consultant Disclosure - Forms B - Due by May 15 each year		
Appendix I: Contractor Certification - Tax Law Section 5-a Form ST220-CA Submit to Commission - Due within 7 calendar days of notice of award		
Appendix I: Contractor Certification - Tax Law Section 5-a Form ST220-CA Submit to DTF - Due within 7 calendar days of notice of award		
Appendix J: EEO and M/WBE Program:		
EEO Policy Statement		
J-2 Proposed Staffing Plan		
Proposed utilization plan		
J-3 EEO Report - Due quarterly		
J-4 MWBE Utilization Plan - Due within 14 days of notice of award		
J-5 Quarterly Activity Report - Due 10 days following the end of the prior quarter		
Appendix K: New York State SDVOB Participation		
K-1 SDVOB Utilization Plan - Due within 14 days of notice of award		
Appendix L: NY Subcontractors and Suppliers		
Appendix M: No Bid Response		
Appendix N: Vendor Assurance of No Conflict of Interest or Detrimental Effect		
Appendix O: Insurer Qualifications and Insurance Requirements. Statement agreeing to requirements due with proposal. Actual documentation due subsequent to award.		
Attachment 1: Bidder Acknowledgement of Addendum (for each addendum)		
Attachment 2: Pricing Proposal Form (two pages)		
Attachment 3: Technical Proposal Equipment, Lighting, Green Screen, and Furniture List		
Designation of Proprietary Information (RFP Section 1.15)		
Disclosure of Litigation (RFP Section 1.18)		
Part 4 - Proposal Response		
4.1 Technical Proposal (Organization; Experience of Organization, including references; Project Management and Staffing; Studio Design, including equipment, lighting, etc.; Work Plan.		
4.2 Pricing Proposal (Two Pages)		

Company Name: _____

Mandatory Site Visit – Details and Directions

Date: November 1, 2017

Time: 1:30 p.m. EST

Location: Lottery Headquarters, One Broadway Center, Schenectady, NY 12305

Details: All bidders shall meet in the main lobby of the NY Lottery Headquarters. All attendees must show personal identification and sign-in at the front desk, as well as sign in on behalf of the company in the bidder's attendance log.

Questions: Questions will be permitted during the site visit, and will be captured and included as an Addendum to the RFP.

Directions: *From the North, South or East*

Take the New York State Thruway to Exit 25, Schenectady. Follow I-890 to exit 5, Broadway. Take a right at the bottom of the exit ramp. Proceed approximately one-half mile to One Broadway Center. Parking Garage is across from the Broadway building.

From the West

Take the New York State Thruway East to exit 26, Schenectady 890. Follow 890 East to exit 5, Broadway. Take a left at the bottom of the exit ramp. Proceed one-half mile to One Broadway Center.

Parking: Paid parking is available in the Broadway Parking Garage, or there is metered parking available on surrounding city streets.



Exhibit 2

Current Lottery Drawings Studio Layout

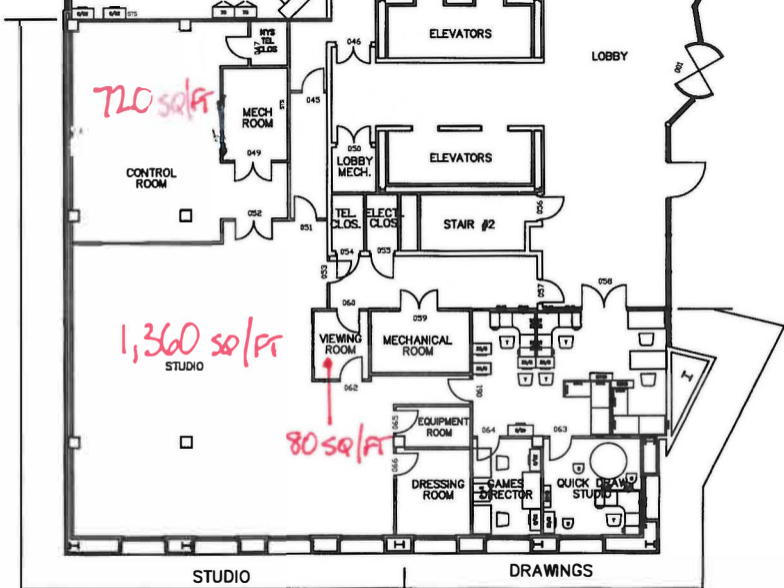


Exhibit 3

Lottery Studio Wiring Diagram

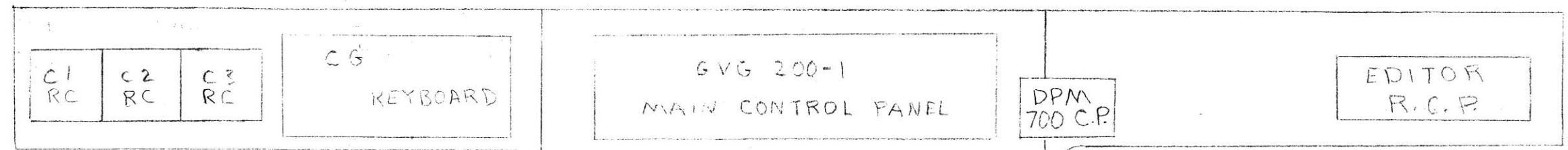
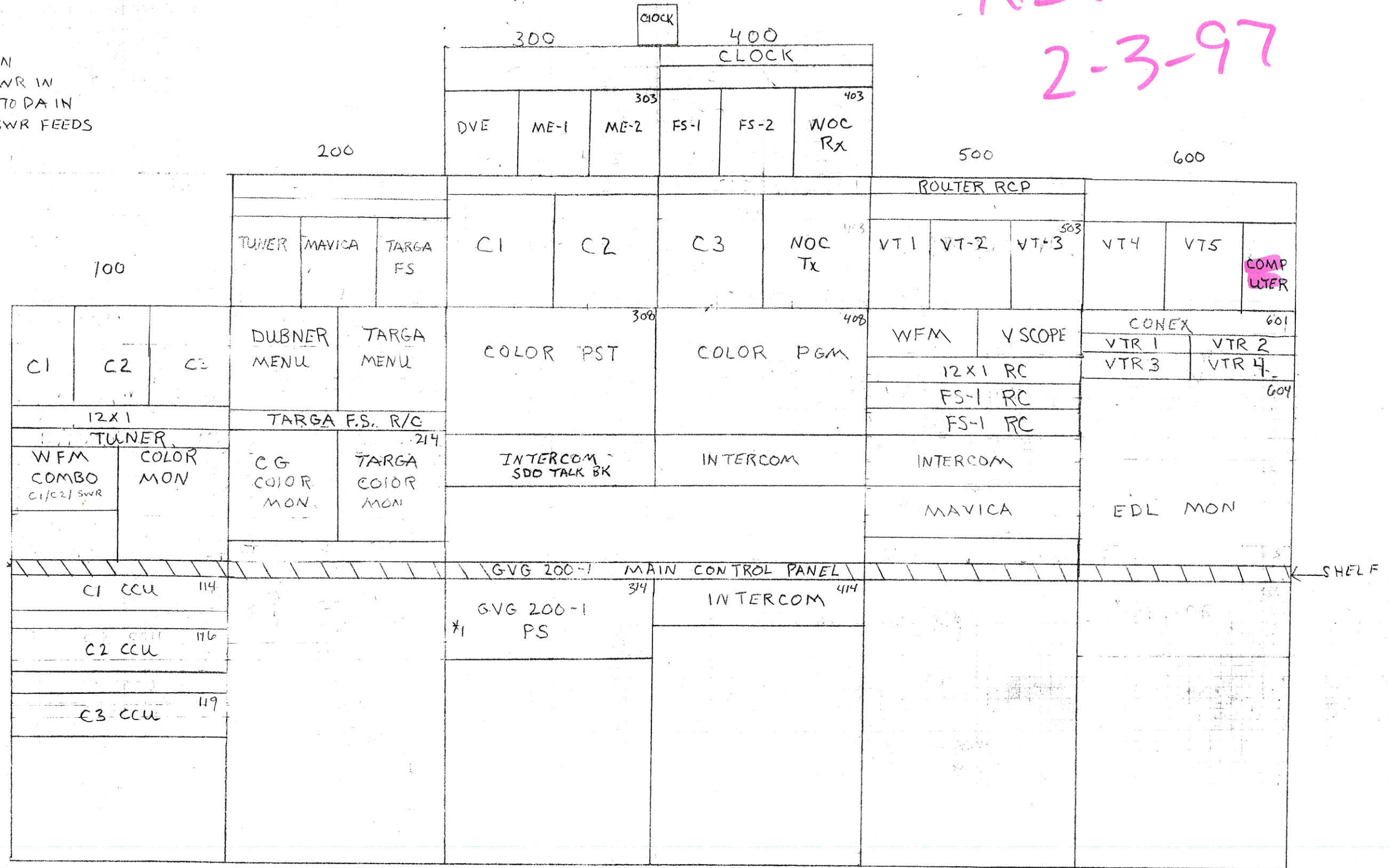
UP Date
10/5/02

NEW
2-3-97

COAX CODE

- COLOR SIGNAL
 BLACK — BLACK BST
 RED — TO ROUTER IN
 YELLOW — TO PROD SWR IN
 GREEN — EQUIP OUT TO DA IN
 BLUE — MON/MON SWR FEEDS
 WHITE — RF DIST
 ORG — MISC & SAT

* 1 MOUNT FROM REAR OF RACK



LOTTERY
D61391-B

*

V100
VIDEO

V101		GVG 200-1
V112		
V113		DPM-7
V118		BIANK
V123		DUBNER CG
V125		VPP
V125		VPP
V127		VPP
V129		VPP
V131		PG-1
V133		BIANK
V135		PG-X-OVER
V135		BIANK
V135		PG-2
V137		BIANK
V137		BIANK
PGM VDA	FO/Rx VDA	COMPUTER
V140		VDA'S
V143		VDA'S

POSITION 1

A100
AUDIO

A107		DS3 TO NYN
A135		BIANK
A136		BIANK
A136		BIANK
A141		A-DA'S
A141		BIANK
A142		A-DA'S

POSITION 4

E100

FS1		
BLANK		
FS2		
BLANK		
TARGA F.S.		
CLOCK		
ROUT V		
BLANK		
ROUT A		
BLANK		
ROUT PS		
BLANK		
EDITOR		
BLANK		
VHS PB ONLY		
VHS 1		
VHS 2		
VHS 3		
VHS 4		
VDA	ADA	ADA

POSITION 3

T100

T200

VTR 1	VTR 2	VTR 3	VTR 4	COLOR MON	
COLOR MON				WFM	
10X1 MON				WFM	
BLANK				VS	
RTR CP				APA	
BLANK				MON SWR	
VTR-1 BETA REC/PB				ROUTER RCP	
VTR-2 BETA REC/PB				TBC RCP VTS	
VTR-3 BETA DT PB				VTR 5 BVU REC/PB	
VTR 4 BVU REC/PB				VTR 6 BVU REC	
				VTR-R BVU 3/4 REC	

POSITION 2

061391-B

LOTTERY
VIDEO + VIDEO
TAPE

SDO DA
Route

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
A	C1 OUT	C2 OUT	C3 OUT	X	VT1 OUT	VT2 OUT	VT3 OUT	VT4 OUT	CG 1	CG 2		TARGA	DVE	VTS OUT	AUX BUSS 4 OUT	200 PWV OUT	V143 DA OUT		TUNER OUT	VTR "R" OUT	TELCO F.O. OUT			BIB OUT
B	DA6 IN	DA7 IN	DA8 IN		V143 DA2 IN	V143 DA3 IN	V143 DA4 IN	V143 DA5 IN	V143 DA9 IN	V143 DA10 IN		V143 DA0 IN	V143 DAT IN	V143 DA5 IN	F.S.1 IN	F.S.2 IN	V143 DA3 IN	DA IN	JUMPER TO V123A 319	T- T/O	V137 DA2 IN	T105B WFM B IN	GL IN	

A	V140 DA6 OUT	V140 DA7 OUT	V140 DA8 OUT	DA OUT	V143 DA2 OUT	V143 DA3 OUT	V143 DA4 OUT	V143 DA5 OUT	V140 DA5 OUT	V140 DA9 OUT	V140 DA10 OUT	V143 DA6 OUT	X	DA OUT	FS1 DA1 OUT	FS2 DA8 OUT	X	X	CB DA1 OUT	PROD SWIT OUT1	CC OUT	DVE KEY OUT		
B	C1	C2	C3	COMP UTER	VT1	VT2	VT3	VT4	VT5	DEK CG 1	DEK CG 2	TARGA ST114	X		FS 1	F.S 2	X	X	CB IN	CC IN	V143 DA9 IN	EXT KEY FILL 3	AUX DIRECT IN 1	AUX DIRECT IN 2
SWR INPUT #	2	3	4	5	6	7	8	9	10	11	12	13	14 DVE	15	16	17	18	19	20					

PROD SWR

A	V140 DA3 OUT	V140 DA6 OUT	V143 SDO DA8 OUT	V137 DA2	V143 DA2 OUT	V143 DA3 OUT	V143 DA4 OUT	V143 DA5 OUT	V140 DA5 OUT	VTR 6 OUT	VHS V2 P.B.	V143 DA6 OUT	V143 DVE DA7	DS-3 OUT	FS1 DA1 OUT	FS2 DA8 OUT	V140 DA9		JUMPER TO V123B 319	V140 DA1 OUT	STORE DA OUT	V143 DA9 SWR	DA7 DVE OUT	SWR OUT #2
B	BLK	C2	SDO	NOC	VT1	VT2	VT3	VT4	VT5	VT6	VHS V2 P.B.	TARGA	DVE	DS-3	F.S 1	FS 2	CG1		TUNER	BARS				
ROUTER IN #	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19				

ROUTER IN

ROUTER OUT A	K																								
B	DA 143-10	VTR 1 IN	VTR 2 IN	VTR "R" IN	VTR 4 IN	STORAGE DA IN	DUB DA IN	SDO MON IN	VT5 IN	VT6 IN									V137 DA2 OUT IN 202	V137 DA1 PGM	V137 DA1 PGM	SDO TIE 1	B/B V140DA2OUT	V137 DA PGM SWR	V143 SWR PGM
	0	1	2	3	4	5	6	7	8	9															

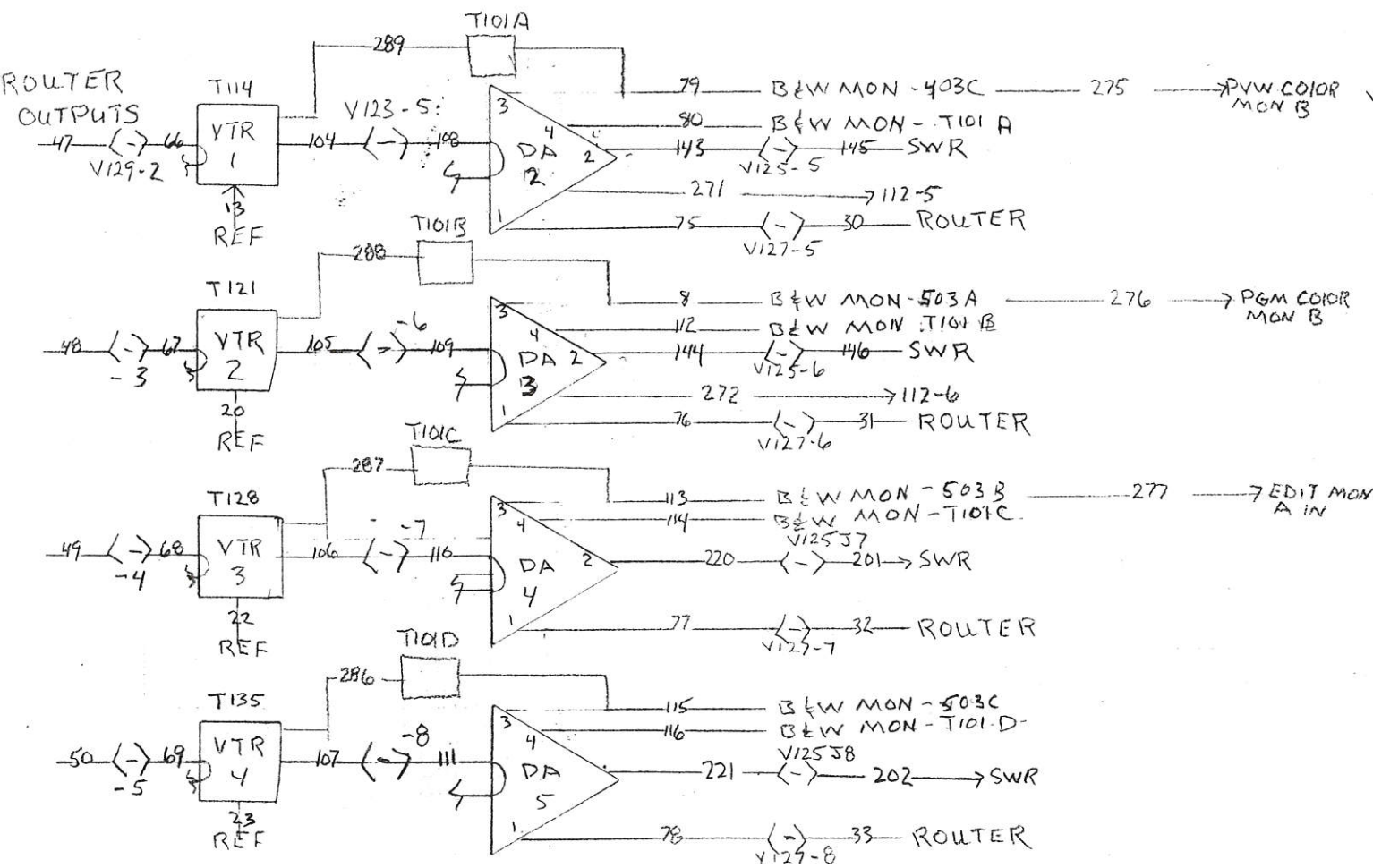
ROUTER OUT

AT POST: 258 = TIE 1 = AT P/P: 258 = TIE 1 = DWG COMPUTER
 259 = TIE 4 261 = TIE 2 = B/B
 260 = TIE 3 260 = TIE 3
 261 = TIE 2 259 = ROUTER OUT #7

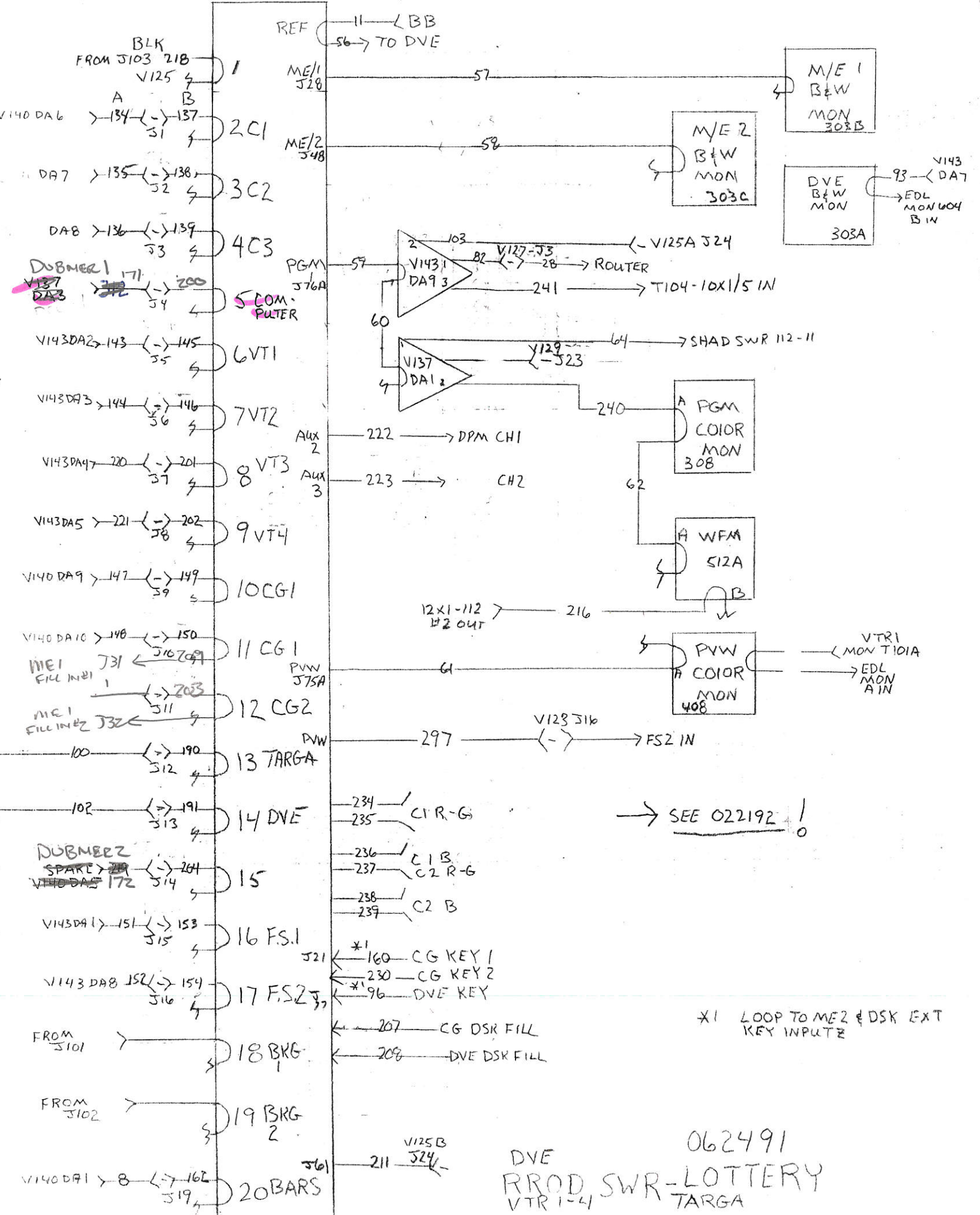
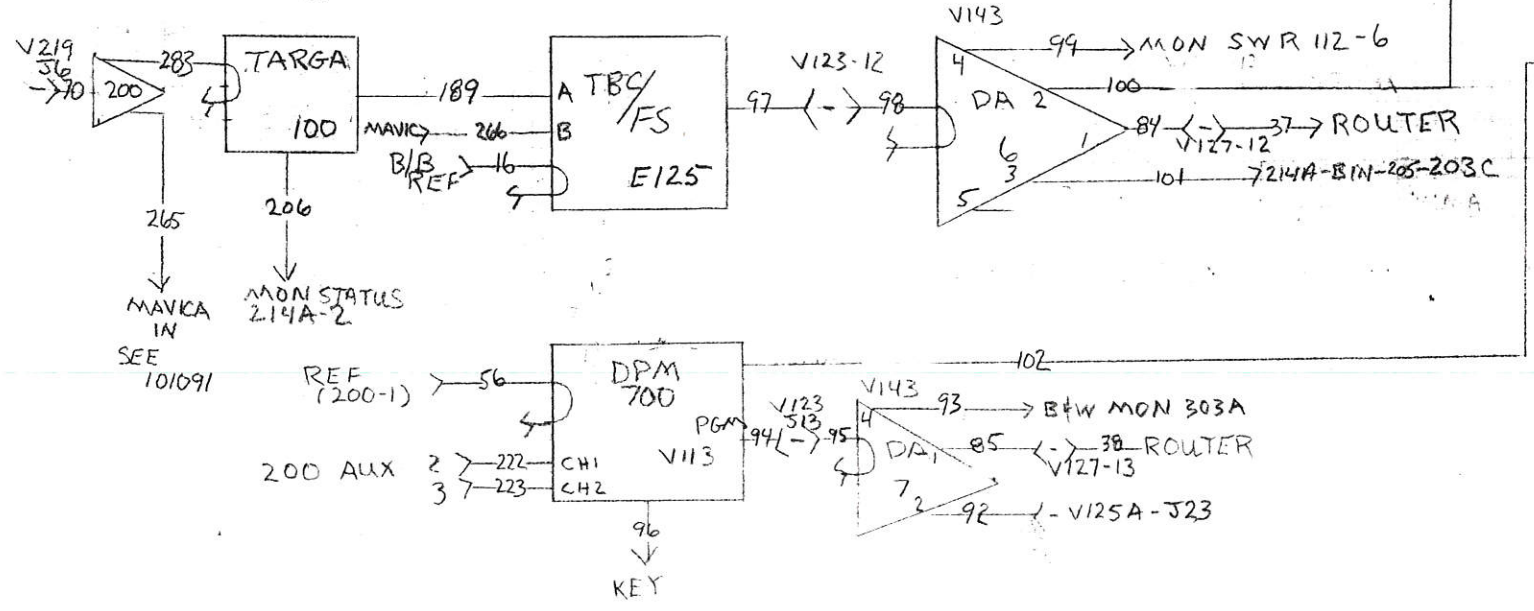
061991

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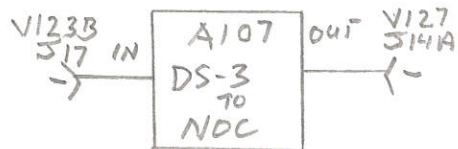
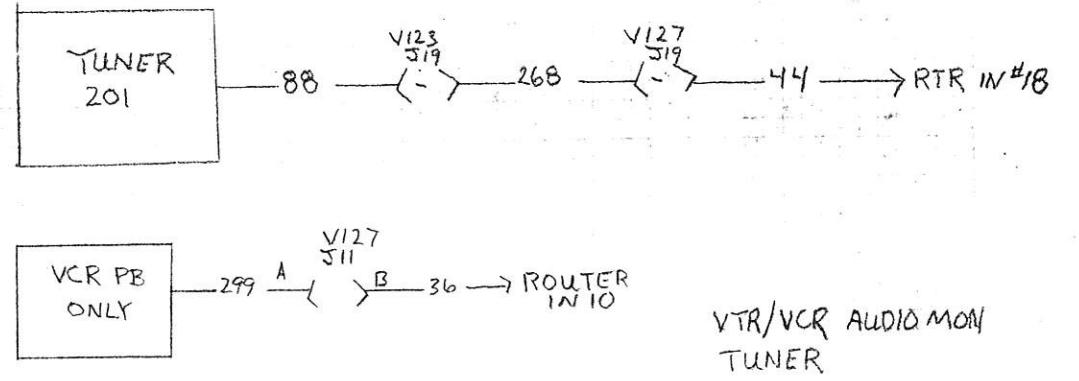
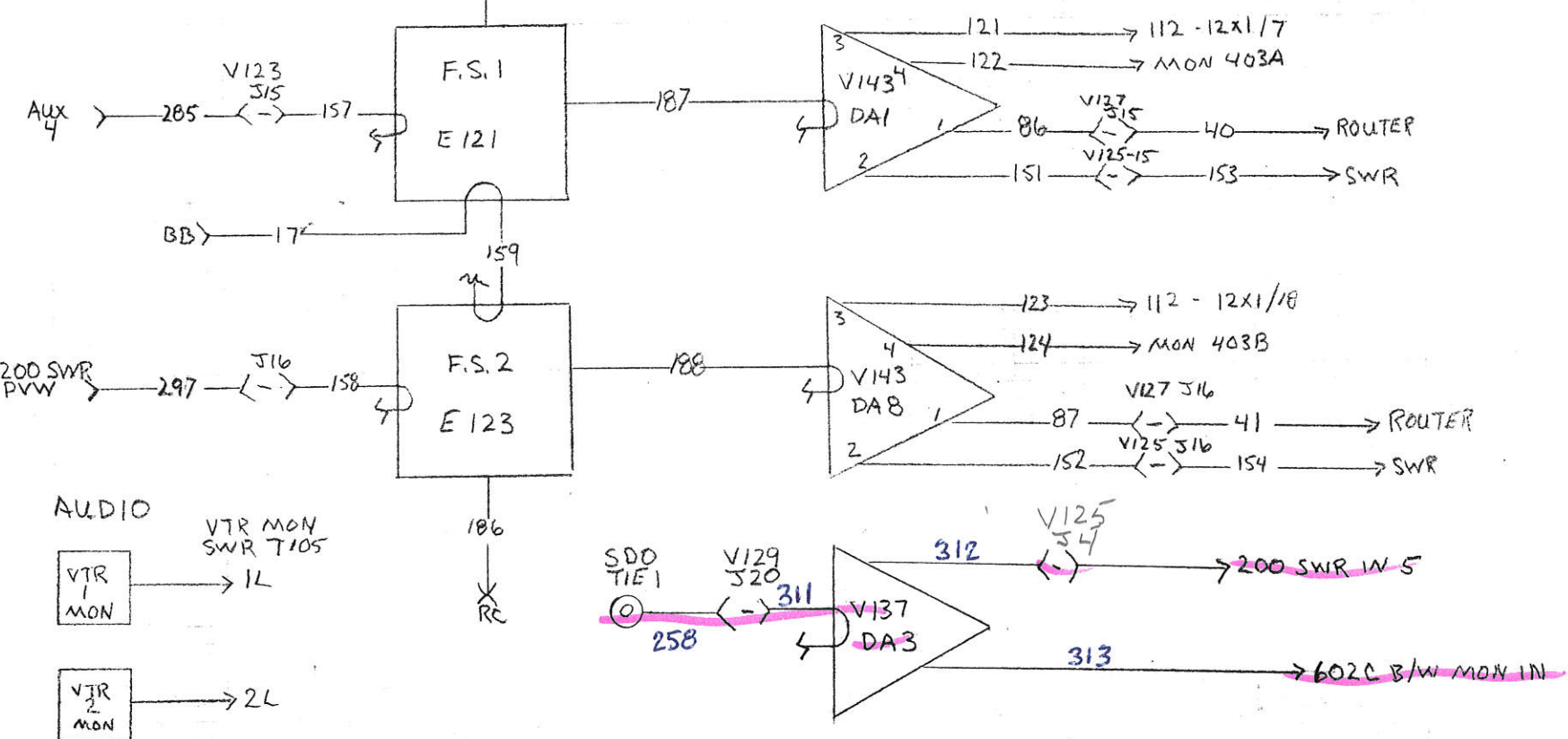
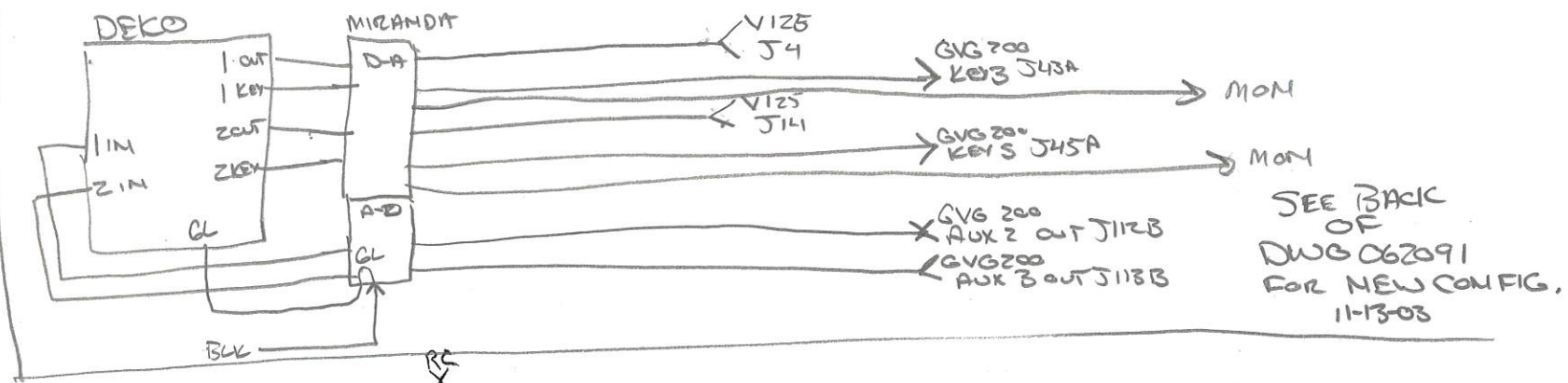
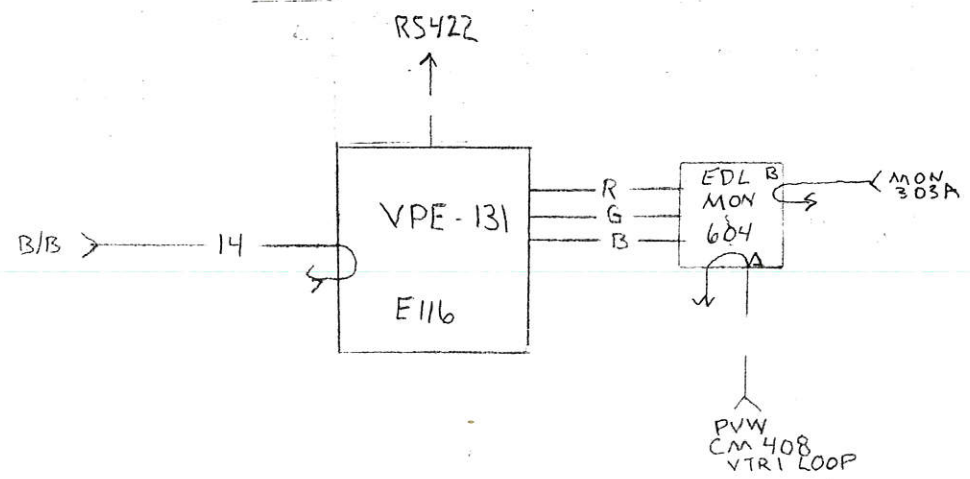
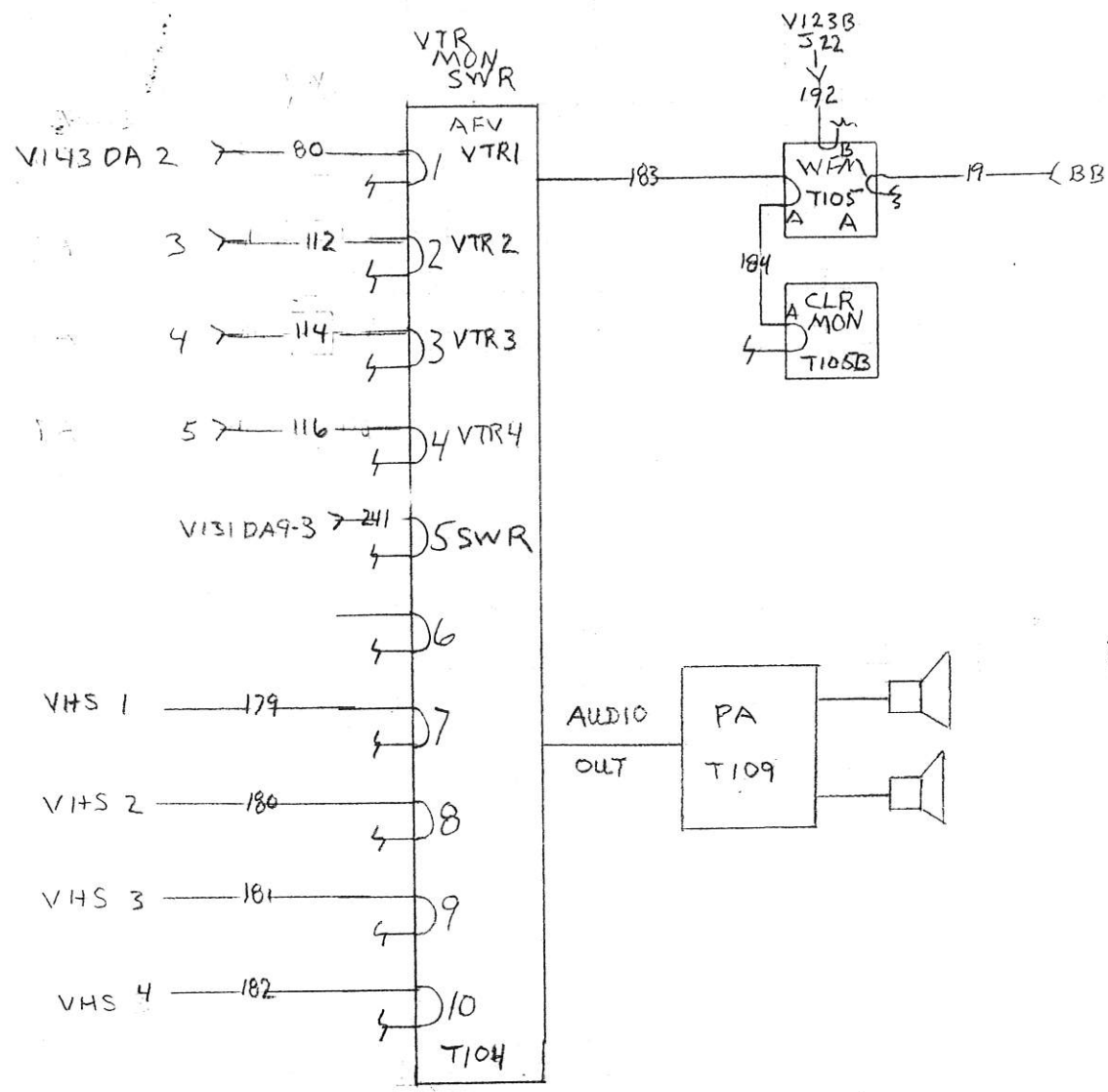
SEE 02219L



VTR 5 & 6 SEE 062091

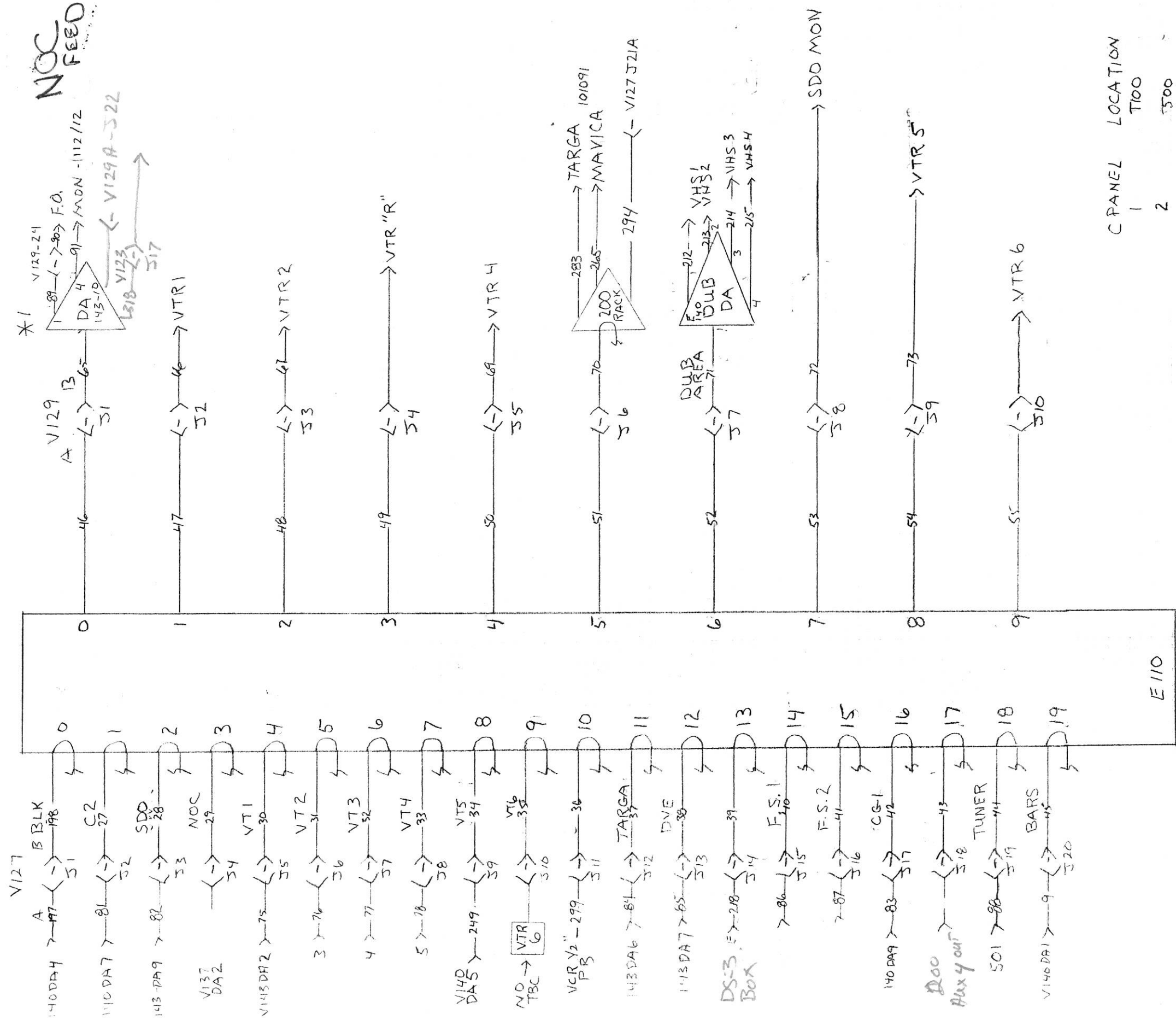


062491
DVE
RRD SWR-LOTTERY
VTR 1-4
TARGA



VTR/VCR AUDIO MON
 TUNER
 FS1 & FS2
 EDITOR
 VCR PB ONLY
 VTR MON SWR
 LOTTERY
 072291





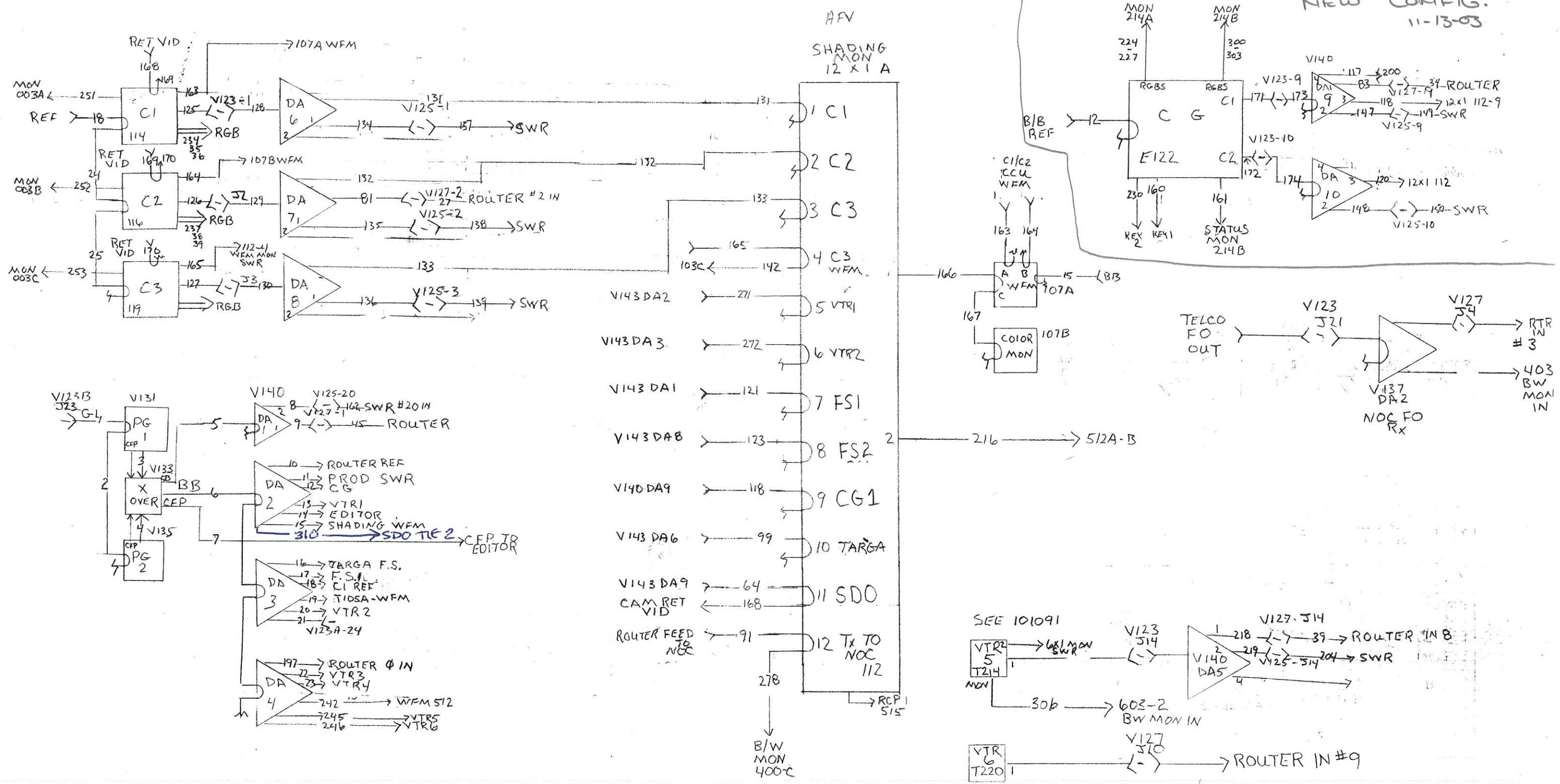
* DA 143-10
VCA-660

LOTTERY
ROUTER

061891

*

SEE BACK OF THIS DRAWING FOR NEW CONFIG. 11-13-03



- | | | |
|-----------|------------|----------------------|
| V140-1 CB | V143-1 FS1 | V137-1 SWR PRE-EQUAL |
| 2 BB | 2 V71 | -2 NOC F.O. Rx |
| 3 BB | 3 V72 | |
| 4 BB | 4 V73 | |
| 5 VTS | 5 V74 | |
| 6 C1 | 6 TARGA | |
| 7 C2 | 7 DVE | |
| 8 C3 | 8 FS2 | |
| 9 CG-1 | 9 SDO | |

062091
 C1-3 SYNC GEN
 MON SWR BIB DA'S
 CG COLOR BAR



Exhibit 4

Green Screen Cyclorama Diagram

