



# Gaming Commission

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## **Bureau of Licensing**

# **REQUEST FOR PROPOSALS**

## **FOR**

# **Background Investigations**

## **C150018**

## **October 7, 2015**

**NOTE: This RFP is a reissue of C150005 originally released on August 3, 2015.**

**The changes to this Request for Proposals from the original release are as noted below. Only this document is valid and all responses should be in accordance with this document only as updated.**

Section 1.20 Litigation Bond – Section and requirement removed in its entirety.

Section 4.2 Experience of the Bidders' Organization – Amended based on Questions and Answers dated August 21, 2015.

Section 4.3 Financial Viability – Amended based on Questions and Answers dated August 31, 2015.

Section 4.5 Diversity Practices – Amended to clarify requirements of Appendix K – Diversity Practices Questionnaire.

Section 4.6 Work Plan – Amended based on Questions and Answers dated August 31, 2015.

Attachment 5 – Question and Answer Summary related to previous RFP provided for informational purpose.

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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 of Background Investigation Services.

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

In the RFP, the Commission has defined a series of objectives, requirements, and a proposal evaluation approach that will represent its best interests in conformance with Commission policies, State regulations and New York State statutes. 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.

The Bidder awarded a contract under this solicitation will perform background investigations on Business Applicants and Individual Applicants. There are three Applications associated with the services to be performed under this RFP as follows: Video Lottery Gaming Agent/Vendor Application, Video Lottery Gaming Principal/Key Employee Application, and Video Lottery Gaming Principal or Key Employee Renewal Application.

**Background investigations for a Video Lottery Gaming Employee or Video Lottery Gaming Service Employee, defined below, are not part of the scope of services to be provided through award of a contract through this RFP.**

### 1.2 **DEFINITIONS OF TERMS AS USED IN THIS RFP**

**Video Lottery Gaming Agent:** Any enterprise authorized by New York State Tax Law to operate a video lottery gaming facility.

**Video Lottery Gaming Applicant:** A business or individual requesting a video lottery gaming license.

**Video Lottery Gaming Application:** A written request for permission to engage in any act or activity which is regulated under the video lottery gaming legislation.

**Video Lottery Gaming Employee:** (i) any person employed in the operation of a video lottery gaming facility whose employment duties primarily involve the

maintenance or operation of gaming activity or equipment and assets associated therewith, or who must regularly work in restricted areas; or (ii) any person who performs duties that are primarily related to gaming functions/activities or who are primarily assigned to the gaming floor.

**Video Lottery Gaming Principal or Key Employee:** Any person who will be employed by a video lottery gaming agent in a position that includes any responsibility or authority to develop or administer policy and/or long-range plans or to make discretionary decisions regarding video lottery gaming facility operations, regardless of job title, and who is not a principal, This includes persons with the following job duties:

- A. Function as a Principal, Officer, or Director of the video lottery gaming agent;
- B. Function as a video lottery gaming department Director, Manager, Assistant Manager or Supervisor;
- C. Supervision of the operation of the video lottery gaming cashiers' cage, drop team, or count team;
- D. Others as directed at the discretion of the Commission.

**Video Lottery Gaming Service Employee:** (i) any person who will be employed in the food and beverage, housekeeping, valet, or facility maintenance operations of a video lottery gaming facility or any other person employed in the operation of a video lottery gaming facility whose employment duties do not involve the maintenance or operation of gaming activity or equipment and assets associated therewith; or (ii) any person who performs duties that are not primarily related to gaming functions or activities.

**Video Lottery Gaming Employee Renewal Application:** Application which extends the period of validity of a license, which is required every five years for video gaming licenses.

**Video Lottery Gaming Vendor:** A business that sells video gaming products or services to a video gaming facility or the Commission, or a business representative acting on behalf of such company.

### 1.3 BACKGROUND INFORMATION

In 2001, enabling legislation authorized the Commission to conduct video lottery gaming at racetracks in New York State. Pursuant to legislation, the Commission promulgated a Code of Rules & Regulations requiring the licensure of all Video Lottery Gaming Agents, Vendors, their Principals and Key Employees.

Nine video gaming facilities are currently licensed to conduct and operate video gaming:

- Batavia Downs Gaming
- Hamburg Gaming at the Fairgrounds
- Finger Lakes Gaming & Racetrack
- Monticello Casino & Raceway
- Saratoga Casino and Raceway
- Tioga Downs Casino
- Vernon Downs Casino
- Empire City Casino @ Yonkers Raceway
- Resorts World Casino NYC @ Aqueduct Racetrack

Paragraph 4 of subdivision a of Section 1617-a of the New York Tax Law, as amended by Chapter 174 of the Laws of 2013, allows a maximum of two facilities, neither to exceed one thousand video lottery gaming devices, in the Suffolk region and the Nassau Region of New York State. It is expected that two Off Track Betting (OTB) facilities; one in Nassau County, and one in Suffolk County, will apply for Video Lottery Terminal licenses within the term of the ensuing contract.

For every Video Lottery Gaming Agent and Vendor, a Video Lottery Gaming Agent/Vendor Application (Attachment 4-1) is completed. For every Video Lottery Gaming Principal/Key Employee of the Agent or Vendor, a Video Lottery Gaming Principal/Key Employee Application (Attachment 4-2) is completed.

There are currently 70 Video Lottery Gaming Agents or Vendors and 1250 Principal or Key Employees, with another 160 Key employees expected from the opening of the two OTB facilities. Approximately 20 new Applications are processed each month as a result of employee turnover. In addition, each application requires renewal every five years.

The Commission seeks a qualified contractor to conduct ongoing investigations and work with the Commission's Licensing Unit to ensure compliance with the licensing requirements of the Commission's Code of Rules and Regulations.

#### 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 bidder response to Part 4 of this RFP – Information Required from Bidders.

- A. Bidder and sub-contractors performing work under this contract must have a valid Private Investigators license issued by the New York State Department of State.
- B. Bidder must be an established firm with at least five (5) years demonstrated experience similar in scope to the work required under this RFP and conducting a minimum of 500 investigations annually.

## 1.5 SCHEDULE

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

RFP Issued	October 7, 2015
Bidders' Questions Due by 3:00 pm	October 16, 2015
Commission Responses to Questions	October 19, 2015
Bidder Proposals Due by 3:00 pm	October 29, 2015
Contract Start Date	March 28, 2016

## 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: 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: Diversity Practices Questionnaire  
 Appendix L: NY Subcontractors and Suppliers

Attachment 1: Bidder Acknowledgement of Addendum

Attachment 2: Pricing Proposal Form

Attachment 3: Technical Proposal Submittal Checklist

Attachment 4: Applications

➤ Attachment 4-1: Video Lottery Gaming Agent/Vendor Application

➤ Attachment 4-2: Video Lottery Gaming Principal/Key Employee Application

➤ Attachment 4-3: Video Lottery Gaming Employee Renewal Application

Attachment 5: Bidder Questions and Answers dated August 21, 2015 and August 31, 2015

## 1.7 BIDDER/CONTRACTOR DIFFERENTIATION

Throughout this RFP the terms "bidder", "vendor", "proposer", and "offeror" 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", "contractor", 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, Contract Administration or Contract Management Specialist designated below are the only points of contact with regard to 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, CONTRACT ADMINISTRATION OR CONTRACT MANAGEMENT SPECIALIST AS NOTED BELOW:**

New York State Gaming Commission  
 Contracts Office – 4<sup>th</sup> floor  
 One Broadway Center  
 Schenectady, NY 12305

Stacey Relation, Contract Management Specialist II  
[Stacey.relation@gaming.ny.gov](mailto:Stacey.relation@gaming.ny.gov)

Or

Gail P. Thorpe, Supervisor of Contract Administration  
[gail.thorpe@gaming.ny.gov](mailto:gail.thorpe@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. If questions are provided via an attachment to electronic mail, the questions should be provided in Microsoft Word format. **Neither faxed nor telephone questions are acceptable.**

**Bidders are cautioned that an RFP inquiry 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. An acknowledgement 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.

**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.**

## 1.12 FORM OF CONTRACTUAL AGREEMENT

The successful bidder will be expected to sign an agreement with the Commission in the form attached to this RFP as **Appendix B** (the "Contract"). **Appendix A**, Standard Terms for New York State Contracts, is incorporated into the Contract.

**The Commission does not intend to negotiate any changes in the provisions of the Contract form subsequent to the award. Any exception to the Contract form must be raised in a bidder question submitted to the Commission pursuant to the Schedule and in accordance with the Question and Answer process set forth in this Part 1 of the RFP. To be deemed responsive to this RFP the signed Contract, in the form provided, must be part of the Proposal response.**

## 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](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 termination.

**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 FREEDOM OF INFORMATION LAW

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 be in writing, must state the reasons why the information should be exempted from disclosure and must be provided at the time of submission of the subject information.**

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.

#### 1.16 PROPOSALS

Bidders must submit a complete Proposal as outlined below under Proposal Format and as defined in Part 4 of this RFP – Information Required from Bidders. A Proposal that does not comply with these requirements may be deemed non-responsive.

Material requirements of the RFP are those designated as mandatory, without which an adequate analysis and comparison of Proposals is compromised, or those that affect the competitiveness of Proposals, or the cost to the Commission. A Proposal that does not meet all material requirements of this RFP or that fails to provide all required and mandatory information, documents, or supporting materials, or includes language that is conditional or contrary to the requirements of this RFP may be rejected as non-responsive. The Commission, in its sole discretion, reserves the right to determine whether a Proposal meets the material requirements of the RFP.

## A. Proposal Contents

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 that are of excessive length, or containing preponderance of boilerplate text, are discouraged. Special bindings, colored displays, promotional material, etc., will receive no evaluation credit. 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 Technical and Pricing Proposal in the format described below and in response to the Scope of Work defined in Part 3 and Information Required from Bidders – Part 4.

Each Proposal must be submitted in two (2) separate volumes (**Technical Proposal and Pricing Proposal**) as defined below and the technical Proposal must be signed in ink by an official authorized to bind the bidder to its provisions and must include a statement as to the period during which the entire Proposal remains valid. This period must be at least 180 days from the due date for responses to this RFP.

### **Volume I – Technical (non-price) Proposal:**

Each Technical Proposal shall include descriptive and technical matter only and must be appropriately labeled on the outside of the enclosure with the bidder’s name and address and title of the RFP: Background Investigation Services. **No pricing information shall be contained in the Technical Proposal.**

Except where required, there shall be no attachments, enclosures, or exhibits other than those essential to providing a complete understanding of each Proposal. Each section of the proposal must be clearly identified with appropriate headings and responses should be separated by tabs and in the order presented in this RFP. A bidder should ensure that its Proposal submittal is complete, including signatures and attachments as required by this RFP.

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 five copies**  
**Electronic: Two USB Memory Sticks containing a PDF file**  
**Electronic: One redacted version**

The electronic versions must include all Proposal sections within a single file to facilitate searches for terms across the breadth of the Proposal. The non-redacted electronic version must mirror the full Technical Proposal. The redacted version, if any, will be used to facilitate FOIL requests as provided in Section 1.15 of the RFP.

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

The contents of the Technical (non-price) Proposal (Volume 1) must follow the outline below, employing divider pages with tabs to separate the response sections. To assist bidders in completion and submittal of the required documents, a **Technical Proposal Submittal Checklist** is incorporated into this RFP as **Attachment 3**. This Checklist should be completed and included with the bidder's Technical Proposal.

1. Transmittal Letter - The transmittal letter must be signed and shall contain names, addresses (including 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 background investigation.

The transmittal letter must also contain 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 due date of Proposals.

2. Technical Proposal Submittal Checklist – Attachment 3
3. Acknowledgement Form (Attachment 1) of all RFP addenda.

4. Signed Contract (Appendix B).
5. Designation of proprietary information in the form described in this RFP (Section 1.15).
6. Disclosure of Litigation and Other Information (Section 1.22).
7. Certifications and representations as required by this RFP and addressed throughout.
8. 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 and in the form provided in **Attachment 2** of this RFP. Bidders should carefully review the basis and terms of compensation set forth. Any deviation from this format may cause the Proposal to be deemed non-responsive.

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 five copies**

**Electronic: Two USB Memory Sticks containing a PDF file**

**Electronic: One redacted version**

**Note:** If there are any differences between the hard copy and electronic version of the Pricing Proposal, the hard copy version will be given priority.

- The contents of the Pricing Proposal volume must follow this outline:
  - a) Transmittal letter;
  - b) 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 below, and must be received by the date and time set forth in the Schedule in Part 1 of this RFP. Originals should be clearly marked so as to differentiate from the copies.

**Bidders are responsible for assuring that the following identifying information appears on the outside of each envelope:**

“Sealed Proposal” label, RFP Contract number, company or organization name, due date and time. 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:

Stacey Relation  
Contract Management Specialist II  
New York State Gaming Commission  
Contracts Office – 4<sup>th</sup> 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 Supervisor Contract Administration or the Contract Management Specialist, 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 Contracts 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. This time indicated on the 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 bidder 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 Proposals (**Volume I**) will remain with the Commission’s Contracts unit 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 Proposals 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 together to submit a Proposal in response to this RFP. If a joint Proposal is submitted, the Proposal shall 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 as a result of 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**

A bidder shall submit a single Proposal only. Within the single Proposal, and separate from the response to the requirements of this RFP, the bidder may 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.

### **1.17 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 Technical 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.

### 1.18 SITE VISITS

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.

### 1.19 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.

### 1.20 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.

### 1.21 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.

#### 1.22 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 results of the Contract 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 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.

## 1.27 STATE’S RESERVED AUTHORITY

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

- A. Award a Contract for all, part or none of the services requested by this RFP;
- B. Waive any informality or technical defect if, in the judgment of the Commission the best interest of the Commission will be so served;
- C. Eliminate any non-material mandatory specification(s) that cannot be complied with by any of the prospective bidders;
- D. Amend the RFP and direct bidders to submit Proposal modifications accordingly;
- E. Change any of the scheduled dates stated herein;
- F. Reject 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. 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.

- M. 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, the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

#### 1.28 PROTEST OR APPEAL

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

- A. 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.
- B. The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest.
- C. 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.
- D. 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.
- E. The appeal must be filed with: Charlotte Breeyear, Director, Bureau of Contracts – 11th Floor, New York State Office of the State Comptroller, 110 State Street, Albany, NY 12236.

- F. 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).
- G. 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.
- H. 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.
- I. 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.

## **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. Any and 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 **STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**Appendix A** - Standard Contract Clauses for New York State Contracts (January 2014) is attached. **Appendix A** becomes part of all New York State contracts and is incorporated in the Contract form – Appendix B of this RFP.

### 2.3 **CONTRACT ELEMENTS**

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

- Appendix A – Standard Clauses for New York State Contracts (January 2014)
- 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 term of the contract will begin on March 28, 2016 and end on March 27, 2021 unless terminated as provided below.

The State shall have the right to terminate the contract early for: (i) unavailability of funds; (ii) cause; or (iii) convenience. A cause for termination may be, but shall not be limited to, a violation of the provisions of the New York State Procurement Lobbying Law set forth in Sections 139-j and 139-k of the New York State Finance Law.

The Commission may only exercise its authority to terminate for convenience at the completion of the second year of the contract term and on each subsequent anniversary date of the start of the contract term (except for the contract expiration date); provided that the Commission has given written notice to the contractor no later than 30 days prior to the date of termination, except in the case of a contract in which the Commission has reserved the authority to terminate at any time.

## 2.6 COMPENSATION

Contractor will be compensated for services provided in accordance with the Scope of Work, defined in Part 3 of this RFP, at the rates set forth in the Pricing Proposal for each type of Application.

The pricing shall be inclusive of all costs associated with the investigation and delivery of a final report for each Application. The rates proposed in the Pricing Proposal shall be guaranteed for the term of the contract.

Contractor will be compensated for any investigations ordered during the contract period, but which may extend beyond the contract expiration or termination date.

## 2.7 CONTRACT INVOICING AND 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 upon completion of the services, in accordance with the terms of this RFP, and upon receipt by the Commission of a proper invoice. Itemized invoices shall be submitted on a monthly basis and directed to the Commission's Finance Office. 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

In order to do business with the State of New York, each bidder is required to obtain a NYS bidder Identification number for use in the Statewide Financial System (SFS). 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 bidder 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

In accordance with a directive by the New York State Division of the Budget, if awarded a Contract under this RFP the contractor will be required to enroll in the Electronic Payment (“epay”) Program through the OSC. 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 bidders 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 15<sup>th</sup> 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](http://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 actually 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 Tax Department 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 Tax Department 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:

[http://www.tax.state.ny.us/pdf/publications/sales/pub223\\_606.pdf](http://www.tax.state.ny.us/pdf/publications/sales/pub223_606.pdf).

### **Appendix I – ST-220-TD**

[http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220td_606_fill_in.pdf)

### **Appendix I – ST-220-CA**

[http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca\\_606\\_fill\\_in.pdf](http://www.tax.state.ny.us/pdf/2006/fillin/st/st220ca_606_fill_in.pdf)

## 2.12 SURETY AND INSURER QUALIFICATIONS

All required insurance 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, 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. The successful Bidder must submit copies of each required insurance Contract, and any renewals thereof, to the Commission upon the Commission's request. The insurance policies must provide thirty (30) days' advance written notice to the Commission of cancellation, termination or failure to renew any policy.

## 2.13 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 Insurance Department 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. The Contractor shall deliver to the Commission evidence of such policies in a form acceptable to the Commission. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

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

### 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 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, as provided in Part B of this section, 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.

- 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.** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. 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.
- 8. Joint Proposal.** If a joint proposal is submitted in response to this RFP, both the prime contractor and the secondary contractor must be named in the policy, even though the contract names only the prime contractor.
- B. Specific Coverage's 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. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

Policies shall name the Commission as Additional Insured's, 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 Insured's, 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.

2. **Professional Liability.** The Professional and any Professional sub-bidder retained by the Professional to work on the Contract shall procure and maintain during and for a period of three (3) years after completion of this Contract, Professional Liability Insurance in the amount of \$5,000,000 issued to and covering damage for liability imposed on the Professional by this Contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this Contract. The professional liability insurance may be issued on a claims-made policy form, in which case the Professional shall purchase at its sole expense, with extended Discovery Clause coverage of up to three (3) years after work is completed, if coverage is cancelled or not renewed.
3. **Workers' Compensation.** 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 NYS Workers' Compensation Law.
  - A. Evidence of Workers' Compensation and Employers Liability coverage must be provided on **one** of the following forms specified by the Commissioner of the Workers' Compensation Board:

- C-105.2 (September 2007, or most current version) – Certificate of Workers' Compensation Insurance. Bidder must request its carrier to send this form to the Commission; or
  - 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
  - GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.
- B. 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.)

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

- If the Contractor is legally exempt from obtaining Workers' Compensation insurance coverage, Contractor must provide: **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)).
  - If the Contractor is self-insured, Contractor must provide: **Form SI-12**, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office; or **Form GSI-105.2**, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.
4. **Disability Benefits.** For work to be performed in NYS, the Contractor shall provide and maintain coverage during the life of this Agreement for the benefit of such employees as are required to be covered by the NYS Disability Benefits Law.
- Evidence of Disability Benefits coverage must be provided on: **Form DB-120.1** (May 2006 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.
  - If the Contractor is legally exempt from obtaining Workers' Compensation Disability insurance, Contractor must provide: **Form CE-200**, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance*

*Coverage is Not Required* which is available on the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)).

- If the Contractor is self-insured, Contractor must provide: **Form DB-155, Certificate of Disability Benefits Self-Insurance.**

All forms are valid for one year from the date the form is signed/ stamped, or until policy expiration, whichever is earlier.

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

## 2.14 CONTRACTOR REQUIREMENTS AND PROCEDURES FOR EQUAL EMPLOYMENT OPPORTUNITIES AND MINORITY/WOMEN-OWNED BUSINESS PARTICIPATION.

The detailed Equal Employment Opportunities and M/WBE requirements are set forth within the documents contained in Appendix J of this RFP.

### A. Equal Employment Opportunities:

By submission of a Proposal in response to this solicitation, the bidder agrees with all of the terms and conditions of Clause 12 of Appendix A – Equal Employment Opportunities for Minorities and Women.

In accordance with Article 15-a of the New York State Executive Law and in conformance with the Regulations promulgated by the Minority and Women's Business Development Division of the New York State Department of Economic Development set forth at 5 NYCRR Parts 140-144, the bidder/contractor agrees to be bound by provisions to promote equality of economic opportunity for minority group members and women, and the facilitation of minority and women-owned business enterprise participation.

**Note: Bidder must submit their existing EEO policy statement or adapt the policy included as Appendix J-2 within 72 hours of the notice of award.**

**The Bidder's proposed Workforce Employment Staffing Plan (Appendix J-3), included in this RFP, must be completed and submitted with the Technical Proposal.**

### B. Minority and Women Owned Business Enterprises Participation:

It is the policy of New York State to maximize the opportunities for the participation of New York State certified minority and women-owned business enterprises as offerors, sub-contractors and suppliers for its procurement

contracts. Information on the availability of New York State sub-contractors and suppliers can be found in the Directory of Certified Minority and Women-Owned Business Enterprises (“MWBE”) available from the New York State Department of Economic Development:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

**In accordance with Article 15-A of the New York State Executive Law and 5 NYCRR §141.2, the Commission has established a MWBE goal of 30% for this proposed contract.**

To accomplish this goal, the Commission encourages the use of Joint Ventures, Partnerships, Subcontracts, and Mentor-Protégé relationships between the prime contractor and MWBE business enterprises. More information on becoming a mentor through the Mentor Protégé program can be found at:

<http://businessmentor.ny.gov>

**The Minority and Women-Owned Business Requirements and Procedures Agreement (Appendix J-1), included in this RFP, must be completed and submitted with the Technical Proposal.**

**The Minority and Women-Owned Business Utilization Plan Form (Appendix J-5), included in this RFP, must be completed as directed below.**

**Proposal and contract requirements:**

1. The successful vendor must submit the complete Utilization Plan **(Appendix J-5)** within fourteen (14) days after notification of the contract award for review and acceptance by the Commission.
2. The contact information for the designated officer who will be assigned the responsibility and authority to monitor the MWBE program for this contract shall also be provided.
3. Any modifications or changes to the agreed participation by certified Minority or Women-Owned Business Enterprises (MWBEs), over the term of the contract, must be reported on a revised Utilization Plan.
4. During the term of the contract, the successful vendor will be required to submit to the Commission a **Quarterly Activity Report (Appendices J-6 and J-7)** showing MWBE’s actually used in performing the contract. This information shall be broken down by sub-contractor/supplier and dollar amount of purchase/service. **The Quarterly Activity Report must be**

received by the Commission 10 calendar days following the end of the previous quarter. The State's fiscal year is April 1 through March 31. The quarterly end dates are: June 30, September 30, December 31, and March 31.

5. In accordance with 5 NYCRR § 142.13, a contractor who willfully and intentionally fails to comply with the minority and women-owned business enterprise participation requirements of 5 NYCRR Parts 140-145 as set forth in this RFP shall be liable to the Commission for damages, which shall be calculated based on the actual cost incurred by the Commission related to the Commission's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified minority- and women-owned business enterprise programmatic goals and Affirmative Action and Equal Opportunity compliance. If the Commission elects to proceed against a contractor for breach of contract as provided in 5 NYCRR § 142.13, the Commission shall be precluded from seeking enforcement pursuant to Executive Law § 316.

#### 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 with regard to 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.

## 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 CODE OF CONDUCT FOR BIDDER

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;
- G. At any point during the procurement and resulting Contract bidder must identify, and bring to the attention of the Commission, real or apparent conflicts of interest as knowledge of such conflicts arise.

2.21 NON EXCLUSIVE RIGHTS

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

## **PART 3- SCOPE OF WORK**

### 3.1 **SCOPE**

Hardcopy applications will be submitted to the successful Bidder via overnight delivery not less than once per month. The Bidder shall then review the Applications and conduct background investigations as authorized and required by the Commission to verify the accuracy and veracity of information submitted by Video Lottery Gaming License Applicants. The primary goal of each investigation is to minimize risk by ensuring the responsibility, integrity and credibility of the applicant prior to licensure.

Applications may be received from a business in the form of a Video Lottery Gaming Agent/Vendor License Application (**Attachment 4-1**) or from an individual in the form of a Video Lottery Gaming Principal/Key Employee Application (**Attachment 4-2**). In addition, each Applicant must apply for renewal every five years; therefore, a follow up background investigation must be conducted for each renewal. The Video Lottery Gaming Employee Renewal Application (**Attachment 4-3**) will be used for the follow-up background investigation for the Principal or Key Employee; however, the follow-up background investigation for an Agent or Vendor will be based on the re-filing of Attachment 4-1.

There are different levels of investigation dependent upon the Applicant type, as outlined below. At a minimum, due diligence investigative services shall include the following:

#### **A. Business Applicants (Video Lottery Gaming Agent or Vendor)**

All background investigations for new [and renewal] business Applicants must include, but not be limited to, the following steps:

- Create an audit and investigative plan for each Applicant.
- Review the Application as well as documentation provided by the Commission.
- Conduct searches using commercially available and/or proprietary databases of multi-jurisdictional (city, county, state and federal) civil, criminal, and bankruptcy records to uncover suits, liens, judgments, convictions, and bankruptcy filings.
- Produce and review a Dun & Bradstreet Report and business credit report.
- Through the most efficient means available, verify the business license status of the business (e.g. entity is active and in good standing) and validate the Employer Identification Number (EIN).
- Perform database search and analysis of any information publicly reported or disclosed about the company or officers. Such information shall include news media reports, congressional hearing transcripts, publications, and disclosures made to the United States Securities and Exchange Commission (SEC) by applicants that are issuers of publicly traded securities.

- Using commercially available and/or proprietary databases, verify and validate information disclosed on the application.
- Through the most efficient means available interview appropriate regulatory agencies to verify gaming licenses including derogatory information.
- Perform analysis of financial statements for financial stability and indicators of financial distress.
- Perform analysis of business tax returns for financial stability and indicators of financial distress.
- Perform analysis of investigative findings and identify issues of concern in consultation with the Commission.
- Submit investigative report to the Commission in an agreed upon format within 60 days of assignment.

In addition to the steps outlined above, the Commission may require additional services be provided, including in-person interviews, review of personal and/or business documents or records and other investigative services.

### **B. Individual Applicants (Video Lottery Gaming Principal or Key Employee)**

The standard background investigations for Individual Applicants, will include validation and verification of information, interviews, record checks and financial analysis. Each alias shall be included in the investigation. Verification shall include the determination of information not disclosed by the Applicant.

#### **New Applications:**

All background investigations for new Individual Applicants must include, but not be limited to, the following steps:

- Create an audit and investigative plan for each Applicant.
- Review the Application as well as documentation provided by the Commission.
- Conduct searches using commercially available and/or proprietary databases of multi-jurisdictional (city, county, state and federal) civil, criminal, and bankruptcy records to uncover suits, liens, judgments, convictions, and bankruptcy filings.
- Using commercially available and/or proprietary databases, verify and validate the personal data, residence data and family data disclosed on the application.
- Using commercially available and/or proprietary databases, produce and review a credit report.
- Using commercially available and/or proprietary databases, verify and validate the employee's social security number.
- Using commercially available and/or proprietary databases investigate the employee's general background for derogatory or negative information relating to the employee's character and fitness. The investigation must include, but is not limited to, sex offender status, terrorist watch list status, OFAC status, and news sources.

- Through the most efficient means available verify the employee's Professional License/Certification Verification and Driver's License Verification/Motor Vehicle Records including derogatory information.
- Through the most efficient means available conduct interviews of employee's personal references to assess the key employee's character and fitness.
- Through the most efficient means available conduct interviews to verify the following:
  - Employment data from Application;
  - Educational data from Application;
  - Gaming License history including derogatory information
- Perform analysis of personal tax returns for financial stability or indicators of financial distress.
- Perform analysis of Net Worth Statement for financial stability or indicators of financial distress.
- Perform analysis of investigative findings and identify issues of concern in consultation with the Commission.
- Submit investigative report to the Commission in a format as agreed upon within 60 days of assignment.

#### **Renewal Applications:**

- Review the Application as well as documentation provided by the Commission.
- Conduct searches using commercially available and/or proprietary databases of multi-jurisdictional (city, county, state and federal) civil, criminal, and bankruptcy records to uncover suits, liens, judgments, convictions, and bankruptcy filings.
- Using commercially available and/or proprietary databases investigate the employee's general background for derogatory or negative information relating to the employee's character and fitness. The investigation must include, but is not limited to, sex offender status, terrorist watch list status, OFAC status, and news sources.
- Using commercially available and/or proprietary databases, produce and review a credit report.
- Through the most efficient means available conduct interviews to verify the Professional License/Certification Verification and Gaming License Verification.
- Perform analysis of personal tax returns for financial stability or indicators of financial duress.

In addition to the steps outlined above, the Commission may require additional services be provided, including in-person interviews, review of personal and/or business documents or records and other investigative services.

### **C. Reports**

As part of the investigative process, contractor will provide the Commission with written reports documenting the results of the background investigation. The report shall begin with a summary of the findings and note any discrepancies between the original Application and the investigative findings. Any adverse findings shall be documented within the summary.

Reports must be accurate, clear, and concise, reflecting the relevant results of the investigation and the results of each search conducted, whether or not a particular search was conclusive.

All reports must be provided through a secure, searchable web based interface and be available for printing in a report format. The system used for the data must also include a tracking feature in which the Commission can track the status of each Application under review.

Data must be available for export for a period of 180 days following the contract expiration or termination date.

All hardcopy Applications must be securely destroyed following Commission's acceptance of each investigative report.

### **D. Additional Review**

The Commission may, from time to time, request that additional searches or reviews be conducted in conjunction with an application submitted for investigation. Any additional searches shall be reimbursed at the hourly rates provided in Attachment 2 – Pricing Proposal.

## **3.2 COMMISSION RESPONSIBILITY AND PROJECT CONTROL**

At the start of the contract, the Commission will provide to the contractor the hardcopy Applications and all supporting materials received by Applicants. In the future, the Commission anticipates electronic submission of Applications and supporting materials to the contractor.

The contractor will carry out this project under the direction and control of the Commission's Director of Licensing.

## **PART – 4 INFORMATION REQUIRED FROM BIDDERS**

In preparation of the Proposal, each bidder should pay special attention to the requirements and information being requested in order 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.

### **4.1 BUSINESS ORGANIZATION**

- A. The bidder must 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.
- B. The bidder must indicate the name, address (including e-mail) and telephone number of the individual from your organization that is authorized to enter into and bind the organization to the terms and conditions of its Proposal.
- C. In addition, the bidder must demonstrate in its Technical Proposal that its organization is of sufficient size and has the qualifications required to perform the requested services as defined in this RFP. The Proposal provide the following:
  1. Indicate the organization's hiring practices, including suitability standards.
  2. Provide a thorough description of the organization, including employee capacity to undertake and successfully carry out the proposed services.

### **4.2 EXPERIENCE OF THE BIDDER'S ORGANIZATION**

#### **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. The Proposal must include the following:

- Description of the bidder's organization that would be considered relevant to the successful accomplishment of the scope of work required herein. Include sufficient detail to demonstrate the relevance of such experience.
- Describe the credentials of the firm and examples of past projects that illustrate such.

- Description of the organization's quality control program and how it will be applied to the work under a resulting contract.
- Identify whether any of the experience described has been due to a subcontractor relationship and to what extent.

### **References:**

The Proposal must name as references at least three clients relevant to the work to be performed under the Contract resulting from this RFP. References must include company name, contact person (name, title, telephone number, email address, and mailing address). Also, each reference must include a general statement of the type of work performed for the reference. References will be used to substantiate the Technical Proposal.

#### **4.3 FINANCIAL VIABILITY**

The bidder must submit information demonstrating the bidder's financial viability, integrity and stability (e.g. unaudited financial statements and/or annual reports). Further, 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 in determining whether the bidder is "responsible" and therefore subject to award under this solicitation.

#### **4.4 PROJECT MANAGEMENT AND STAFFING**

- A. The Proposal must identify the full time dedicated staff project director and other responsible individuals by name, title, and location who will work under a resulting Contract, including proposed subcontractor staff members.
- B. Resumes of the managing individuals describing relevant education, knowledge, training, and experience. The Commission expects that the same managers will have overall responsibility for all projects conducted pursuant to this RFP. Exceptions may be made only with the approval of the Commission.
- C. The Proposal must provide resumes for proposed staff indicating the relevant experience of each individual; his or her role in the project; and anticipated percentage of time allocated of each individual in the proposed work effort.
- D. The Proposal must provide evidence of certifications and licenses (i.e. CPA, CFA) of the proposed staff relating to the work outlined in the RFP.

- E. The Proposal must describe your process for training new employees before they commence work on background checks.

If applicable, the Proposal must list all sub-contractors, including firm name and address, contact person, and a complete description of work to be subcontracted. Descriptive information relative to the sub-contractor's organization and capabilities must be included. If the bidder does not intend to utilize subcontractors, that too should be indicated in the Technical Proposal.

#### 4.5 MWBE DIVERSITY PRACTICES

In addition to requirements specified in Section 2.14 of this RFP, each Bidder must provide in writing their Diversity Practices in the form provided in this RFP as **Appendix K – Diversity Practices Questionnaire**. Bidders will be scored on this section pursuant to Part 5 of this RFP.

Pursuant to § 310(22) of Article 15A of New York State Executive Law, "Diversity practices" shall mean the contractor's practices and policies with respect to:

- A. Utilizing certified minority and women-owned business enterprises in contracts awarded by a state agency or other public corporation, as subcontractors and suppliers; and
- B. Entering into partnerships, joint ventures or other similar arrangements with certified minority and women-owned business enterprises as defined in this article or other applicable statute or regulation governing an entity's utilization of minority or women-owned business enterprises.

**Note:** Points **will not** be awarded based on your status as a certified MWBE firm. All available points will be awarded based on the answers provided on the Diversity Practices Questionnaire (**Appendix K**).

#### 4.6 WORK PLAN

Part 3 of the RFP – Scope of Work – details the investigative and reporting requirements that must be met if awarded a contract through this solicitation. As part of its Technical Proposal, in response to this technical component, bidders must submit a Work Plan that addresses all of these requirements as provided below.

- A. Investigations:

By Applicant type, provide a detailed description of the manner in which the bidder will accomplish the investigations. Describe the organization's program implementation process, including key steps involved and a timeline of these

steps. Bidder's response must include, but may not be limited to, the items listed below.

1. Describe the techniques used to collect and analyze evidence, including, but not limited to, interviews; collection and review of records.
2. Describe the sources that will be used to search domestic and international Business and Individual Applicants.
3. Describe the organization's problem identification and resolution process.
4. Describe system capabilities and reports that will be available; provide screen shots to demonstrate system capabilities.
5. Describe the organization's data security policy, data recovery/back-up system, and employee access rights, including granting and management of employee access rights to sensitive customer data.
6. Describe the status notification process that will be utilized throughout the investigative process (e.g. status of a search or notification of a delay in processing an Application).

B. Reports:

1. For each Applicant type, provide a sample background report that includes a representative sample of the requirements for investigations.
2. Describe how reports will be provided through a secure, searchable web based interface and available for printing in a report format.
3. Describe the organization's document destruction process following completion of the investigation.

#### 4.7 PRICING PROPOSAL

Utilizing the Pricing Proposal form, **Attachment 2**, the bidder is to propose pricing based on the Scope of Services set forth in **Part 3** of this RFP. **Bidder must use Attachment 2 as directed. Alternative pricing structures will be deemed non-responsive.**

#### 4.8 ADDITIONAL INFORMATION AND COMMENTS

The bidder should include any other information that is believed to be pertinent but not specifically asked for elsewhere.

## **PART 5 – EVALUATION AND SELECTION**

### **5.1 INTRODUCTION**

This section describes the evaluation 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 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 of Commission staff members and one member from the New York State Police. 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 by one or more individuals from the Commission's Finance Office designated by the Committee and will be based on a pre-determined formula. **The relative weight of Technical to Price will be: Technical 65%; Price 35%.**

### **5.3 EVALUATION AND AWARD STEPS**

The evaluation and award process will comprise all of 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, using the requirements and criteria defined in this RFP.
- D. Proposal clarifications, if applicable.
- E. Scoring of Technical Proposals by the Committee.

- 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 Contracts 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 staff of the Contract's Office. Signature of each member of the Committee on Final Memorandum.
- I. Submission of the Memorandum to the Commission Executive Director for review and acceptance of the Committee's recommendation for award by signature of the Memorandum.
- J. Review and Adoption of the Award by the Commissioners.
- K. 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 Chairperson of the Evaluation Committee engaging bidders and additional experts from outside the Committee to better inform the Committee's findings, as well as references from other lotteries and gaming jurisdictions.

In addition, as provided in Part 4 of this RFP, references will be checked regarding the bidder's past experience. The Committee will select an equal number of current or previous clients for each bidder. 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.

#### 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 - 65%
  - Experience of the Bidder's Organization (15 points)
  - Project Management & Staffing (15 points)
  - MWBE Diversity Practices (Appendix K) (5 points)

- Work Plan (30 points)

B. Pricing Evaluation - 35%

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 based on a pre-determined formula.

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

At the time of award notification, bidders will be advised of the opportunity for a debriefing by the Commission. Information shared during the debriefings will be in accordance with the FOIL.

## **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](mailto: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](mailto: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)**

## BACKGROUND INVESTIGATIONS

C150018

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2015 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 7, 2015 soliciting proposals from qualified firms to provide Background Investigation services, and clarified the requirements of the RFP with Questions and Answers dated October 19, 2015 (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 Background Investigation 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. This Agreement shall be effective from March 28, 2016 through March 27, 2021.

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 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 contract 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 Background Investigation 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 for convenience or 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 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.

(b) In the event that the Commission decides to exercise the right to terminate this Agreement for cause, the Commission shall give the Contractor advance written Notice of Intention to Terminate for Cause ("Notice"). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to correct or cure the cause so described to the reasonable satisfaction of the Commission in which case such Notice shall be deemed withdrawn and a nullity. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this section 6, 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.

(c) The Commission reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Commission may exercise its termination right by providing written notice to the Contractor in accordance with the written notice terms of this Agreement.

(d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Commission officials or staff, the Contract may be terminated by the Executive Director or his or her designee at the Contractor's expense where the Contractor is determined by the Executive Director or his or her designee to be non-responsible. 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.

7. 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. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission will identify

written Confidential Information by marking it with the word “Confidential” and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.

(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 confidentially 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.

8. Records Retention. Records required by this Agreement to be retained by the Contractor 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.

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

(a) As to the Commission:

Executive Director of the Commission  
One Broadway Center  
Post Office Box 7500  
Schenectady NY 12301-7500

(b) As to the Contractor:

[Name and Address]

10. 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 save harmless the Commission and the State of New York, and their officers, employees, agents, assigns and retailers 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.

11. Warranties, Representations and Limitations. The Contractor warrants and represents that it possesses the professional experience and expertise necessary to perform its obligations pursuant to this Agreement and that it will exert its best efforts to provide a high standard of professional service. Notwithstanding the foregoing, the Contractor disclaims any warranty or guarantee, expressed or implied, including without limitation, warranties of fitness for a particular purpose or merchantability, for any report, design, item, service, or other result delivered or deliverable under this Agreement. The Lottery assumes all responsibility for its use, misuse, or inability to use the results generated by the Contractor pursuant to this Agreement. The Contractor shall have no liability for damages, including, but not limited to, any indirect, incidental, or consequential damages, arising from or in connection with this Agreement, unless such damages are attributable to a negligent act or omission of the Contractor.

12. Relationship. The relationship of the Contractor to the Commission arising out of this Agreement shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the State by reason hereof, and that it will not by reason hereof, make any claim,

demand or application for any right or privilege applicable to an officer or employee of the Commission or the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Agreement shall impose any liability or duty on the Commission or the State, on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to, unemployment insurance and workers' compensation, and the Contractor hereby agrees to indemnify and hold harmless the Commission and the State against any such liabilities.

13. Force Majeure. A Force Majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. As herein used, 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 contract resulting from this RFP due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute a default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contracting Officer to be

necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

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

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

- (a) Appendix A – Standard Clauses for New York State Contracts;
- (b) Any amendments to the Agreement;
- (c) Agreement;
- (d) Request for Proposal and any clarifying responses by the Commission;
- (e) Vendor Proposal and any clarifying responses by the vendor.

16. 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) This instrument and the documents incorporated herein represent the entire agreement between the Commission and the Contractor, and no modification thereof shall be binding unless the same is in writing and signed by the respective parties.

(c) 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.

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

(e) 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 Contract, 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 order. Contract activity may resume at such time as the Executive Director of the Commission or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

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: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2015, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did  
depose and say that he or she resides in \_\_\_\_\_ (if the place of  
residence is in a city, include the house and street number), that he or she is the  
\_\_\_\_\_ of [company name], the corporation which executed this  
contract, and that he or she was authorized to execute this contract on behalf of said corporation.

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

**APPENDIX C**

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

**BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM**

**CONTRACT/PROJECT DESCRIPTION:** Background Investigations

**CONTRACT/PROJECT NUMBER:** C150018

**RESTRICTED PERIOD FOR THIS PROCUREMENT:** August 3, 2015 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 \_\_\_\_\_, 2015 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](http://www.gaming.ny.gov)

**John A. Crotty**, Commissioner  
**Peter J. Moschetti, Jr.**, Commissioner  
**John J. Poklemba**, Commissioner  
**Barry Sample**, Commissioner  
**Todd R. Snyder**, Commissioner

**Robert Williams**, Executive Director  
**Edmund C. Burns**, General Counsel

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/documents/welcomepkg.pdf>

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

-----

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

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

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

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

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

**COMPLETION & CERTIFICATION**

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

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

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

**DEFINITIONS**

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

**RESPONSES**

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

**REPORTING ENTITY**

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

**ASSOCIATED ENTITY**

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

**STRUCTURE OF THE QUESTIONNAIRE**

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

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

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

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

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

**I. LEGAL BUSINESS ENTITY INFORMATION**

1.4 If the <u>Legal Business Entity</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
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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
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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

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**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.

<b>III. LEADERSHIP INTEGRITY</b>	
<i>Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
For each “Yes” or “Other” explain:	

<b>IV. INTEGRITY – CONTRACT BIDDING</b>	
<i>Within the past five (5) years, has the reporting entity:</i>	
4.0 Been <u>suspended or debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, <u>debarment</u> for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a <u>non-responsibility finding</u> by a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a low bid rejected on a <u>government contract</u> for failure to <u>make good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a <u>government entity</u> in lieu of responding to an information request or subsequent to a formal request to appear before the <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
For each “Yes,” explain:	

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

**V. INTEGRITY – CONTRACT AWARD**

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

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

For each “Yes,” explain:

**VI. CERTIFICATIONS/LICENSES**

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

6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
---	--

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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For each “Yes,” explain:

**VII. LEGAL PROCEEDINGS**

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

7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

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

For each “Yes,” explain:

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

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

**IX. ASSOCIATED ENTITIES**

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

9.0 Does the Reporting Entity have any Associated Entities?

Yes  No

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

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

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

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

Yes  No

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

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

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

Yes  No

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

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

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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

Yes  No

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

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

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

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

**XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE**

Name	Telephone  ext.	Fax
Title	Email	

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

**Certification**

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

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

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

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

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

Title \_\_\_\_\_

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

Address \_\_\_\_\_

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

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

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

**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.

--	--	--	--	--	--	--	--	--	--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **APPENDIX G**

### **Electronic Payment Request**



## NYS Office of the State Comptroller

### Instructions for Electronic Payment (ePayment) Request

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**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**







The State Consulting Services Annual Employment Report (this Form B) will be due no later than May 15<sup>th</sup> 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, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting

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

Gaming Commission: NYS Gaming Commission  
Contract Unit  
One Broadway Center  
Schenectady, NY 12305  
Attn: Gail Thorpe

By email: [gail.thorpe@gaming.ny.gov](mailto:gail.thorpe@gaming.ny.gov)

If you have any questions regarding this requirement under the Consultant Disclosure Law, please contact Gail Thorpe via email or at (518) 388-3329.

## **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 to Covered Agency

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

# ST-220-CA

(6/06)

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. This publication is available on our Web site, by fax, or by mail. (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.

If you have questions, please call our information center at 1 800 698-2931.

**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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

Need help?
Internet access: www.nystax.gov (for information, forms, and publications)
Fax-on-demand forms: 1 800 748-3676
Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday. 1 800 698-2931
To order forms and publications: 1 800 462-8100
From areas outside the U.S. and outside Canada: (518) 485-6800
Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110
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, please call 1 800 972-1233.



# Contractor Certification

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

# ST-220-TD

(6/06)

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)				
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	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$	
Covered agency address			Covered agency telephone number	

## General information

Section 5-a of the Tax Law, 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 a Form ST-220-CA, 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.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*, available at [www.nystax.gov](http://www.nystax.gov). Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

**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**

## 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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone 1 800 225-5829. From areas outside the United States and outside Canada, call (518) 485-6800.

## Need help?



**Internet access:** [www.nystax.gov](http://www.nystax.gov)  
(for information, forms, and publications)



**Fax-on-demand forms:** 1 800 748-3676



**Telephone assistance** is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

**Sales Tax Information Center:** 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

**Hearing and speech impaired** (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



**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, please call 1 800 972-1233.

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.

Make only one entry in each section below.

**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 sections 1134 and 1253 of the Tax Law, 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 sections 1134 and 1253 of the Tax Law. 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 sections 1134 and 1253 of the Tax Law. 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)*





## **APPENDIX J**

### **EEO and M/WBE Program**

- J: Contractor Requirements and Procedures for Business Participation Opportunities for EEO and M/WBE Program**
- J-1: Participation by Minority Group Members and Women with Respect to State Contracts – Requirements and Procedures Agreement**
- J-2: Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement**
- J-3: Work Force Employment Staffing Plan**
- J-4: Work Force Employment Periodic Report**
- J-5: MWBE Utilization Plan Form**
- J-6: MWBE Quarterly Subcontracting/Supplier Activity Report**
- J-7: List of MWBE Contractors Quarterly Subcontracting/Supplier Activity Report of Certified MWBE Enterprises Utilized**
- J-8: MWBE Request for Waiver Form**

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

### **NEW YORK STATE LAW**

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 the New York State Gaming Commission (the "Commission") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of Commission contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Commission establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, the Commission hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State certified minority-owned business enterprises ("MBE") participation and 15% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that the Commission may withhold payment 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 determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and the Commission may withhold payment from the Contractor 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 bidder on the Contract ("Bidder") agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs 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 Bidder may arrange to provide such evidence via a non-electronic method by contacting the Commission. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder's MWBE requirements please see the attached MWBE guidance, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

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

- A. A proposed MWBE Utilization Plan with their bid or proposal. Any modifications or changes to the 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.

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

- B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to: New York State Gaming Commission, One Broadway Center, Schenectady, NY 12301-7500, or by fax to (518) 388-3334, 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 and direct the Bidder 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 Bidder as being non-responsive under the following circumstances:

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

The Contractor 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 Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the Commission, by the 10<sup>th</sup> 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.

### **Equal Employment Opportunity Requirements**

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor 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 Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, 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 Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, Form # J-2, to the Commission with their bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan, Form #J-3, identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment

Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting the Contract Unit at (518) 388-0148.

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.**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO  
STATE CONTRACTS**

**REQUIREMENTS AND PROCEDURES AGREEMENT**

**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 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the Commission, to fully comply and cooperate with the Commission in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for 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”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

**II. Contract Goals**

- A. For purposes of this procurement, the Commission hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises (“MWBE”) participation, **15%** for New York State certified minority-owned business enterprises (“MBE”) participation and **15%** for New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: <https://ny.newnycontracts.com>.

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

- C. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as

subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the Commission for liquidated or other appropriate damages, as set forth herein.

### **III. Equal Employment Opportunity (EEO)**

- A. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The Contractor shall comply with the following provisions of Article 15-A:
1. Contractor and subcontractor performing work on the Contract ("Subcontractor") 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 Subcontractor does not have an existing EEO policy statement, the Commission may provide the Contractor or Subcontractor a model statement (see Form- **J-2** Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
  4. The Contractor's EEO policy statement shall include the following language:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
    - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
    - c. The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
    - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions

of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

C. Form **J-3** - 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.

D. Form **J-4** - Workforce Employment Utilization Report (“Workforce Report”)

1. Once a contract has been awarded and during the term of Contract, the Contractor is responsible for updating and providing notice to the Commission of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
2. Separate forms shall be completed by Contractor and any Subcontractor.
3. In limited instances, the Contractor may not be able to separate out the workforce utilized in the performance of the Contract from the Contractor's and/or Subcontractor's total workforce. When a separation can be made, the Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, the Contractor shall submit the Workforce Report and indicate that the information provided is the Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

- E. 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.

#### IV. MWBE Utilization Plan

- A. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof 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, Form **J-5**, to the Commission, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this Appendix.

- C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Commission shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

## **V. Waivers**

- A. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method, Form **J-8**, to the Commission.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Commission shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the Commission, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports 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 Bidder may arrange to provide such evidence via a non-electronic method, Forms **J-6** and **J-7** to the Commission by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

## **VII. Liquidated Damages - MWBE Participation**

- A. Where the Commission determines that the Contractor is not in compliance with the requirements of the Contract 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 by the Commission unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development

pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Commission.

**M/WBE Contract Goals**

**30%** Minority and Women's Business Enterprise Participation: **15%** Minority Business Enterprise Participation and **15%** Women's Business Enterprise Participation.

\_\_\_\_\_ is designated as the Minority Business Enterprise  
**(Name of Designated Liaison)**

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

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_

By \_\_\_\_\_

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

**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 services rendered for the New York State Gaming Commission for contract # \_\_\_\_\_.

**M/WBE**

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 AGENCY 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 bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EEO**

(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: \_\_\_\_\_

**WORK FORCE EMPLOYMENT STAFFING PLAN**

Project/RFP Title \_\_\_\_\_ Location of Contract \_\_\_\_\_  
 County \_\_\_\_\_ Zip \_\_\_\_\_  
 Contractor/Firm Name \_\_\_\_\_ Address \_\_\_\_\_  
 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												
<b>TOTALS</b>												

Company Official's Name \_\_\_\_\_ Title \_\_\_\_\_  
 Company Official's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

**WORK FORCE EMPLOYMENT UTILIZATION REPORT  
SERVICE and/or CONSULTANT FIRMS  
INSTRUCTIONS FOR COMPLETION**

**PURPOSE:** The *Work Force Employment Utilization Report for Services and/or Consultant Firms* is prepared by all contractors, and subcontractors if any, providing services (skilled or non-skilled) or professional consulting services to a state agency to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal government for reporting equal employment opportunity data. When the *contract specific work force* can be identified, the report covers all employees (including apprentices or trainees) working on the project. If the contract specific work force *cannot* be separated out, the contractor's *total work force* is reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

**GENERAL INFORMATION:**

1. **Name of contracting state agency** and state agency code (five-digit code).
2. **Reporting period** covered by report (mm/dd/yy to mm/dd/yy); **check** to indicate **Quarterly** or **Semi-Annual Report**.
3. **Contractor firm name** (prime contractor on summary report submitted to agency) and **address** (including city name, state and zip code); **check** if the contractor is a NOT-FOR-PROFIT.
4. **Type of Report:** **check** to indicate whether report covers (i) the **Contract Specific Work Force** or (ii) the **Company's Total Work Force** (in the event the contract specific work force cannot be separated out).
5. Contractor **Federal Employer Identification number** or payee identification number (prime contractor i.d. on summary report); **check** to indicate prime or subcontractor report.
6. **Contract Amount** is dollar amount based on terms of the contract.
7. **Contract number** is the agency assigned number given to the contract (seven digits).
8. **Location of work** including county and zip code where work is performed.
9. Indicate **Product or Service provided** by contractor (brief description).
10. **Contract start date** is month/day/year work on contract actually began.
11. Contractor's **estimate of the percentage of work completed** at the end of this reporting period.

**FEDERAL OCCUPATIONAL CATEGORIES:** The contractor's work force is broken down and reported by the nine **Federal Occupational Categories (FOC's)** consistent with the Federal government's EEO-1 categories for the private sector labor force. These are: *Officials and Managers, Professionals, Technicians, Sales, Office & Clerical (Administrative Support), Craft Workers, Operatives, Laborers and Service Workers*. The categories are general in nature, and include all related occupational job titles. The contracting agency can provide assistance in categorizing specific jobs.

**TOTAL NUMBER OF EMPLOYEES:** Record the *total number of all persons employed* in each FOC during the reporting period, regardless of ethnicity (either working on the specific contract OR in the contractor's total work force, based on the type of report indicated above). Report the total number of male (M) employees in column (1) and the total number of female (F) employees in column (2) for each FOC. In columns (3) thru (10) report the numbers of male and female *minority group members* employed, based on the following defined groups:

- **Black (not of Hispanic origin):** all persons having origins in any of the Black African racial groups;
- **Hispanic:** all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race;
- **Asian or Pacific Islander:** all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands;
- **Native American or Alaskan Native:** all persons having origins in any of the original peoples in North America.

**TOTAL % MINORITY** = sum of all minority group members (male and female) employed in the FOC divided by the total number of all employees in that FOC (column 1 + column 2).

**TOTAL % FEMALE** = total number of female employees in the FOC (column 2) divided by the total number of all employees in that FOC (column 1 + column 2).

**TOTALS:** column totals should be calculated (sum each column) for all FOC's combined. Total minority and female percentages should be calculated as shown above, based on the column totals.

**SUBMISSION:** The work force utilization report is to be completed by both prime and subcontractors and **signed and dated** by an *authorized representative* before submission. This **Company Official's name, official title and telephone number** should be printed or typed where indicated on the bottom of the form.

The **prime contractor** shall complete a report for its own work force, **collect** reports completed by each subcontractor, and **prepare a summary report for the entire combined contract work force**. The reports shall include the total number of employees in each occupational category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by *Part 542 of Title 9 Subtitle N of the NYCRR* pursuant to *Article 15-A of the Executive Law*

**WORK FORCE EMPLOYMENT UTILIZATION PERIODIC REPORT  
SERVICES AND/OR CONSULTANT FIRMS**

Agency NYSGaming Commission /code 20050 Reporting Period \_\_\_\_\_  
 Check one  Quarterly  Semi-Annual Report

Contractor/Firm Name \_\_\_\_\_ Address: \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Type of Report  Contract Specific Work Force  Total Work Force  
 Check if NOT-FOR-PROFIT

Federal Id/Payee Id. No. \_\_\_\_\_ Contract No. \_\_\_\_\_

Check One  Prime Contractor  Subcontractor  
 Product/Service Provided \_\_\_\_\_

Contract Amount \_\_\_\_\_ Contract Start Date \_\_\_\_\_ Percent of Job Completed \_\_\_\_\_

Number of Employees											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													
<b>TOTALS</b>		0	0	0	0	0	0	0	0	0	0	0	0

Company Official's Name \_\_\_\_\_ Title \_\_\_\_\_  
 Company Official's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Telephone Number \_\_\_\_\_

**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 Contract Unit at (518) 388-0148.

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

AGENCY NAME \_\_\_\_\_  
 AGENCY CONTACT \_\_\_\_\_  
 AGENCY PHONE \_\_\_\_\_

			SHADED AREAS FOR OFFICE USE ONLY				
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 _____		XXXXXXXX
	SUB _____ SUP _____		YES _____ NO _____	YES _____ NO _____	YES _____ NO _____		XXXXXXXX
	SUB _____ SUP _____		YES _____ NO _____	YES _____ NO _____	YES _____ NO _____		XXXXXXXX
	SUB _____ SUP _____		YES _____ NO _____	YES _____ NO _____	YES _____ NO _____		XXXXXXXX

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

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

<b>FOR OFFICE USE ONLY</b>
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
--	--------------------------	---------------	------

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**

<b>INSTRUCTIONS: SEE PAGE 2 OF THIS ATTACHMENT FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.</b>	
<b>Offerer/Contractor Name:</b>	<b>Federal Identification No.:</b>
<b>Address:</b>	<b>Solicitation/Contract No.:</b>
<b>City, State, Zip Code:</b>	<b>M/WBE Goals: MBE      %      WBE      %</b>
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.	
<b>Contractor is requesting a:</b>	
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	
<b>PREPARED BY (Signature):</b>	<b>Date:</b>
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.	
<b>Name and Title of Preparer (Printed or Typed):</b>	<b>Telephone Number:</b>
	<b>Email Address:</b>
<b>Submit with the bid or proposal or if submitting after award submit to:</b>  NYS Gaming Commission Attn: Stacey Relation One Broadway Center Schenectady, NY 12301	***** GAMING COMMISSION USE ONLY *****
	<b>REVIEWED BY:</b>
	<b>DATE:</b>
	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**

### **Diversity Practices Questionnaire**

## Diversity Practices Questionnaire (Response worth up to 5 Technical Points)

I, \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? **Yes** or **No**

If Yes, provide the name, title, description of duties assigned to the position and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?<sup>1</sup>

4. Does your company provide technical training<sup>2</sup> to minority- and women-owned business enterprises? **Yes** or **No**

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

<sup>1</sup> Do not include onsite project overhead.

<sup>2</sup> Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

5. Is your company participating in a government approved minority- and women-owned business enterprises focused mentor protégé program? **Yes or No**

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? **Yes or No**

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprises supplier diversity program? **Yes or No**

If Yes, provide documentation of program activities and a copy of policy or program materials.

**NOTE:** All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

No points will be given for status as a certified MWBE Firm. All points awarded will be based on the information provided in response to the questions herein.

**Signature of Owner/Official** \_\_\_\_\_

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

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

**Name of Business** \_\_\_\_\_

**Address** \_\_\_\_\_

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

## **APPENDIX L**

### **Subcontractors and Suppliers**



## **ATTACHMENTS**

**Attachment 1: Vendor Acknowledgement of Addendum**

**Attachment 2: Pricing Proposal**

**Attachment 3: Document Submittal Checklist**

**Attachment 4: Applications**

**Attachment 5: Q&A from RFP C150005**



**RFP: Background Investigations C150018**

**VENDOR 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

### Part 3 - Scope of Work

Enter the cost for each completed investigation and report for each contract year (columns a through e), for each type of search indicated. Enter the sum of all years in column f. Multiply the sum from column f by the estimated number of applications in column g. Enter the total cost in column h for each type of search.

**Note:** Quantities are an estimate only. Estimates are based on average historical submissions for new applications. Renewals may be heavier in certain years than in others. Payment will be based on actual investigations performed.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	March 28, 2016 - March 27, 2017	March 28, 2017 - March 27, 2018	March 28, 2018 - March 27, 2019	March 28, 2019 - March 27, 2020	March 28, 2020 - March 27, 2021	Sum of Rates for five years	Estimated # of Applications	Total Cost
<b>Business Applicants</b>								
Vendor/Agent Application - New	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	x 10	\$ _____
Vendor/Agent Application - Renewal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	x 15	\$ _____
International Search	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	x 10	\$ _____
<b>Individual Applicants</b>								
Principal/Key Employee Application - New	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	x 332	\$ _____
Principal/Key Employee Application - Renewal	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	x 250	\$ _____
International Search	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	x 10	\$ _____
							<b>Total:</b>	(1) \$ <span style="border: 2px solid black; padding: 2px;">_____</span>

Enter the Hourly Rate for additional reviews as described in Section 3.1.D for each contract year (columns a through e). Enter the sum of all years in column f. Multiply the sum from column f by the estimated number of hours listed in column g. Enter the total cost in column h.

	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
	March 28, 2016 - March 27, 2017	March 28, 2017 - March 27, 2018	March 28, 2018 - March 27, 2019	March 28, 2019 - March 27, 2020	March 28, 2020 - March 27, 2021	Sum of Rates for five years	Estimated Hours Per Year	
<b>Hourly Rate (RFP §3.2.4)</b>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	x 20	(2) \$ <span style="border: 2px solid black; padding: 2px;">_____</span>
							<b>Grand Total Sum of (1) and</b>	\$ <span style="border: 2px solid black; padding: 2px;">_____</span>



## RFP – Background Investigations

### DOCUMENT SUBMITTAL CHECKLIST

#### Submissions Required:

Description of Document	RFP	Submittal Requirements	Checklist
Contract Form (Appendix B) (incorporates Appendix A)	§1.1 & §1.12	With Proposal (must be signed)	
Procurement Lobbying BODC Form (Appendix C)	§1.10	With Proposal	
Non-Collusive Bidding Certification (Appendix D)	§1.13	With Proposal	
NYS Vendor Responsibility Questionnaire (Appendix E)	§1.14	With Proposal	
Designation of Proprietary Information	§1.15	With Proposal and With Phase Two Proposal, as defined in RFP	
Technical & Pricing Proposals	§1.16	Submit Technical and Pricing Proposals Separately as Defined in RFP	
Insurance Documentation	§2.13	Proof of coverage with Proposal	
Equal Employment Opportunity (EEO) (Appendix J) <ul style="list-style-type: none"> <li>• Staffing Plan (J-3)</li> </ul>	§2.14.A	<ul style="list-style-type: none"> <li>• J-3: proposed staffing plan – with Proposal</li> </ul>	
Minority and Women-Owned Business Enterprise Program (Appendix J) <ul style="list-style-type: none"> <li>• Participation Agreement J-1</li> <li>• Proposed Utilization Plan</li> </ul>	§2.14.B	<ul style="list-style-type: none"> <li>• J-1 Agreement - with Proposal</li> <li>• Proposed Utilization Plan, including estimated value of award for each MWBE firm – with Proposal</li> </ul>	
New York Subcontractors and Suppliers (Appendix L)	§2.17	With Proposal	
MWBE Diversity Practices Questionnaire (Appendix K)	§4.5	With Proposal	

**Submissions Required Subsequent to Award:**

<b>Description of Document</b>	<b>RFP</b>	<b>Submittal Requirements</b>	<b>Checklist</b>
W-9 (Appendix F)	§2.8	Upon notification of award	
E-pay (Appendix G)	§2.9	Upon notification of award	
Consultant Disclosure (Appendix H) <ul style="list-style-type: none"><li>• Form A – Planned employment</li><li>• Form B – Actual employment</li></ul>	§2.10	<ul style="list-style-type: none"><li>• Form A: within two business days of notification of award;</li><li>• Form B: annually by May 15th for previous fiscal year.</li></ul>	
Sales & Use Tax (Appendix I) <ul style="list-style-type: none"><li>• ST220-CA (submit to Lottery)</li><li>• ST220-TD (submit to DTF)</li></ul>	§2.11	Within seven calendar days of notification of award	
Insurance Documentation	§2.13	Proof of Additional Insured.	
Equal Employment Opportunity (EEO) (Appendix J) <ul style="list-style-type: none"><li>• Policy Statement</li><li>• Utilization Report (J-3)</li></ul>	§2.14.A	<ul style="list-style-type: none"><li>• EEO policy or J-2 - within 72 hours of notice of award</li><li>• J-3: quarterly if devoted staff; semi-annually if entire staff.</li></ul>	
Minority and Women-Owned Business Enterprise Program (Appendix J) <ul style="list-style-type: none"><li>• Utilization Plan Form (J-5)</li><li>• Quarterly Activity Report (J-6 and J-7)</li></ul>	§2.14.B	<ul style="list-style-type: none"><li>• J-5: Utilization Plan - within 14 days after notification of award;</li><li>• J-6 &amp; J-7: 10 days following the end of the previous quarter.</li></ul>	

FIRM NAME: \_\_\_\_\_

REPRESENTATIVE SIGNATURE: \_\_\_\_\_

**Attachment 4-1**

**Video Lottery Gaming Agent/Vendor Application**



**VIDEO LOTTERY GAMING APPLICATION FOR:**

- **AGENT**
- **VENDOR**

**Agent/Vendor Name:** \_\_\_\_\_ **Date Received:** \_\_\_\_\_

# IMPORTANT

## FAILURE TO ANSWER ANY QUESTION ON THIS FORM COMPLETELY AND TRUTHFULLY MAY RESULT IN DENIAL OF YOUR APPLICATION.

### I. COMPLETING THIS FORM:

- a. You must make accurate statements and include all material facts. **Any misrepresentation, or the failure to provide requested information, may result in the denial of your application.**
- b. Read each question carefully prior to answering. Answer every question completely. Do not leave blank spaces. If a question does not apply to you or you have nothing to disclose, indicate “**Does Not Apply**” in response to that question. Failure to provide a response to every question could result in the denial of your application.
- c. If the space available is insufficient to respond to a question, supply the required information on an attachment page and clearly identify which question you are answering.
- d. If you make any modification to the pre-printed questions or information contained in this form, your application may be denied. Once your application is submitted, it becomes the property of the New York State Gaming Commission and will not be returned.

### II. BE SURE:

- a. You sign the **Statement and Authorization** at the end of this form in the presence of a notary public or other person authorized to authenticate your signature.
- b. All Attachments/Exhibits are catalogued by appropriate question number and alpha index.
- c. You retain a completed copy of your application for your own records.

**PLEASE PRINT OR TYPE THE ANSWERS TO THE  
FOLLOWING QUESTIONS IN THE SPACES PROVIDED**

**APPLICANT DATA**

1) APPLICANT NAME: \_\_\_\_\_

2) BUSINESS ADDRESS: \_\_\_\_\_  
NUMBER AND STREET CITY/TOWN STATE ZIP/POSTAL CODE

MAILING ADDRESS: \_\_\_\_\_  
(IF DIFFERENT THAN BUSINESS ADDRESS) NUMBER AND STREET CITY/TOWN STATE ZIP/POSTAL CODE

3) BUSINESS TELEPHONE NO: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
(AREA CODE) (NUMBER) (AREA CODE) (NUMBER)

4) E-MAIL CONTACT: \_\_\_\_\_ WEB SITE (if applicable): \_\_\_\_\_

5) Applying for qualification in connection with (please check one):  
 An Initial Video Lottery Gaming Agent License Application  
 An Initial Video Lottery Gaming Vendor License Application  
 OTHER (Specify) \_\_\_\_\_

6) If enterprise named above is not an applicant in connection with number 5, please list below the name of the Enterprise applying for the license.  
 \_\_\_\_\_

7) Attach a copy of the certificate of incorporation, charter, by-laws, partnership agreement, trust agreement or other documentation relating to the legal organization of the applicant or licensee.

8) A description of any present and any former businesses engaged in by the applicant or licensee and any holding, intermediary or subsidiary company.

DATES		NAMES & ADDRESS OF PRESENT & FORMER BUSINESSES	DESCRIPTION OF RELATIONSHIP	CURRENT STATUS OF RELATIONSHIP
FROM: (MO/YR)	TO: (MO/YR)			

9) A description of the nature, type, number of shares, terms, conditions, rights and privileges of all classes of stock issued by the applicant or licensee, if any, or which the applicant or licensee plans to issue.

NO. OF SHARES	NATURE/ TYPE	TERMS	CONDITIONS	RIGHTS	PRIVILEGES

10) List the name, address, date of birth, number and percentage of shares held by each person or entity having at least a ten (10) percent ownership interest in any non-voting stock.

NAME	ADDRESS	DATE OF BIRTH	NUMBER AND PERCENTAGE OF SHARES

11) List the name, home address, date of birth, current title or position and, if applicable, percentage of ownership for the following persons at the date of the application: (1) Each officer, director or trustee; (2) Each owner, or partner, including all partners whether general, limited or otherwise; (3) Each beneficial owner of outstanding voting securities.

NAME	HOME ADDRESS	DATE OF BIRTH	CURRENT TITLE OR POSITION	PERCENTAGE OF OWNERSHIP

12) Attach a flow chart which illustrates the ownership of any other entity or parent company which holds an interest in the filing applicant or licensee.

13) List the name, last known address, date of birth, position, date the position was held, and reason for leaving for any former officers or directors who held such office during the preceding ten (10) years.

NAME	LAST KNOWN ADDRESS	DATE OF BIRTH	POSITION	DATES		REASON FOR LEAVING
				FROM: (MO/YR)	TO: (MO/YR)	

14) List the annual compensation of each partner, officer, director and trustee.

NAME	POSITION	ANNUAL COMPENSATION

15) List the name, home address, date of birth, position, length of time employed and the amount of compensation of each person other than the persons identified in fourteen (14) above, currently expected to receive annual compensation including salaries, bonuses, and profit sharing of more than \$75,000.

NAME	HOME ADDRESS	DATE OF BIRTH	POSITION	LENGTH OF TIME EMPLOYED	AMOUNT OF COMPENSATION

16) Attach description of all bonus, profit sharing, pension, retirement, deferred compensation or similar plans.

17) If the applicant or licensee is a partnership, LLC, list a description of the interest held by each partner including the amount of initial investment, amount of additional contribution, amount and nature of any anticipated future investments, degree of control of each partner and percentage of ownership of each partner/member.

NAME	DESCRIPTION OF INTEREST HELD	INITIAL INVESTMENT	AMOUNT OF ADDITIONAL CONTRIBUTION	FUTURE INVESTMENTS	DEGREE OF CONTROL	PERCENTAGE OF OWNERSHIP

18) Attach a description of the nature, type, terms, covenants, and priorities of all outstanding debt and the name, address and date of birth of each debt holder or security holder, type and class of debt instrument held, original debt amount and current debt balance.

19) Attach a description of the nature, type, terms and conditions of all securities options.

20) Provide the following information for each account held in the name of the applicant or licensee or its nominee or which is otherwise under the direct or indirect control of the applicant or licensee.

FINANCIAL INSTITUTION	ADDRESS	TYPE OF ACCOUNT	ACCOUNT NUMBERS	DATES HELD	
				FROM: (MO/YR)	TO: (MO/YR)

21) Attach a copy of all contracts of \$50,000 or more in value, including employment contracts of more than one (1) year duration, and contracts pursuant to which the applicant or licensee has received \$50,000 or more in goods or services in the past six (6) months.

22) Provide the name and address of each company in which the applicant or licensee holds stock, type of stock held, purchase price per share, number of shares held, and percentage of ownership held.

NAME	ADDRESS	TYPE OF STOCK	PURCHASE PRICE PER SHARE	NUMBER OF SHARES HELD	PERCENTAGE OF OWNERSHIP

23) Attach information regarding any transaction during the past five (5) years involving a change in the beneficial ownership of the applicant or licensee's securities on the part of an officer or director who owned more than ten (10) percent of any class of equity security.

- 24) A description of any civil, criminal, administrative and investigatory proceedings in any jurisdiction in which the applicant or licensee or its subsidiaries have been involved as follows:
- Any conviction for any criminal or disorderly persons offense;
  - Any criminal proceeding in which the applicant or licensee or its subsidiaries has been a party or has been named as an uninfected co-conspirator;
  - Existing civil litigation if damages are reasonably expected to exceed \$50,000, except for claims covered by insurance;
  - Any judgment, order consent decree or consent order entered against the applicant or licensee pertaining to a violation or alleged violation of the Federal Antitrust, Trade Regulation or Securities Laws or similar laws of any jurisdiction; and
  - Any judgment, order, consent decree or consent order entered against the applicant or licensee pertaining to a violation or alleged violation of any other state or federal statute, regulation statute regulation or code which resulted in the imposition of a fine or penalty of \$50,000 or more.

NAME GOVERNMENTAL AGENCY/ORGANIZATION INVOLVED	ADDRESS	NATURE OF PROCEEDING	DATE

25) Attach copies of any judgments or petitions for bankruptcy or insolvency and any relief sought under any provision of the Federal Bankruptcy Act (United States Code, Title 11) or any state insolvency law (New York State Debtor and Creditor Law), and any receiver, fiscal agent, trustee or similar officer appointed for the property or business of the applicant or licensee or any holding, intermediary or subsidiary company.

26) Provide the following information if the applicant or licensee has had any license or certificate denied, suspended or revoked by any government agency in this State or any other jurisdiction, the nature of such license or certificate, the agency and its location, the date of such action, the reasons therefore, and the facts related thereto. The applicant or licensee will execute waivers permitting the Division or its duly authorized representative to obtain copies of licensing documentation and to speak with representatives of other gaming license jurisdictions.

NAME GOVERNMENTAL AGENCY/JURISDICTION	ADDRESS	LICENSE/CERTIFICATE	DATE OF SUCH ACTION	REASONS/FACTS FOR DENIAL, SUSPENSION, OR REVOCATION

27) Provide the following information if the applicant or licensee or any holding company, intermediary or subsidiary company has ever applied for a license, permit or authorization to participate in any lawful gaming operation in this State or any other jurisdiction, the agency and its location, date of application, the nature of the license permit or authorization, number and expiration date.

NAME GOVERNMENTAL AGENCY/JURISDICTION	ADDRESS	LICENSE/PERMIT	DATE OF APPLICATION	NUMBER AND EXPIRATION DATE

28) Whether the applicant or licensee or any director, officer, partner, employee or person acting on behalf of the applicant or licensee has made bribes or kickbacks to any employee, company, organization or government official.

29) The names and addresses of any current or former directors, officers, employees or third parties who would have knowledge or information concerning 28 above.

**FINANCIAL DATA**

- 30) Attach copies of the following: (List as Exhibit 30A, 30B, 30C, etc.)
- a. Annual reports for the past five (5) years;
  - b. Any annual reports prepared within the last five (5) years on Form 10K pursuant to Sections 13 or 15d of the Securities Exchange Act of 1934;
  - c. An audited financial statement for the last fiscal year, including, without limitation, an income statement, balance sheet and statement of sources and application of funds, and all notes to such statements and related financial schedules;
  - d. Copies of all annual financial statements, whether audited or unaudited, prepared in the last five (5) fiscal years, any exception taken to such statements by an independent auditor and the management response thereto;
  - e. The most recent quarterly unaudited financial statement prepared by or for the applicant or licensee or, if the applicant or licensee is registered with the Securities Exchange Commission (SEC), a copy of the most recently filed Form 10Q
  - f. Any current report prepared due to a change in control of the applicant or licensee, an acquisition or disposition of assets, a bankruptcy or receivership proceeding, a change in the applicant or licensee's certifying accountant or any other material event, or, if the applicant or licensee is registered with the SEC, a copy of the most recently filed Form 8K;
  - g. The most recent Proxy or Information Statement filed pursuant to Section 14 of the Securities Exchange Act of 1934
  - h. Registration Statements filed in the last five (5) years pursuant to the Securities Act of 1933; and
  - i. All reports and correspondence submitted within the last five (5) years by independent auditors for the applicant or licensee which pertain to the issuance of financial statements, managerial advisory services or internal control recommendations;
- 31) Attach an organizational chart of the applicant, licensee, or parent company, including position descriptions and the name of the person holding each position.
- 32) Attach copies of all Internal Revenue Forms 1120 (corporate income tax return), all Internal Revenue Forms 1065 (partnership return) or all internal Revenue Forms 1040 (personal return) filed for the last five (5) years.

- 33) Such information and documentation as may be required by the Division to establish compliance with all relevant facilities requirements of the rules of the Division including without limitation, the following: (List as Exhibit 33A, 33B, 33C, etc.)
- a. A certified copy of the applicant's license to engage in pari-mutuel wagering activities issued by the New York State Gaming Commission.
  - b. A certified copy of the local law authorizing the applicant's participation in video lottery gaming, if applicable.
  - c. A certified copy of the certificate of occupancy demonstrating that the entire premises of the video lottery gaming agent, including those areas where video lottery gaming will not be conducted, is in compliance with all state and local fire, health and safety codes. Such copies shall be certified no earlier than four (4) months prior to the commencement of the video lottery gaming facility.
  - d. Certified payroll records showing that all workers engage or to be engaged in the construction, reconstruction, development, rehabilitation or maintenance of any area utilized or to be utilized for video lottery gaming will be paid prevailing wages in accordance with Articles 8 and 9 of the New York State labor Law to the extent provided in said articles.
  - e. A description of the proposed video lottery gaming facility site, including site plans, total acreage, total square footage, frontages and elevation;
  - f. A description of the proposed video lottery gaming facility, including number of terminals requested and proposed location of each VLT;
  - g. A certificate of general liability insurance in the amount of at least \$2,000,000.00 per claim covering tort claims by patrons of the video lottery gaming facility;
  - h. The construction program, including estimated construction time and anticipated date of opening, the status of all required governmental and regulatory approvals and any conditions thereto; the project budget; and the architect general contractor, construction manager and primary subcontractors, environment consultant and interior designer and proof of insurance of all phases of the construction process;
  - i. A copy of any agreements with the organization authorized to represent the horsemen in accordance with the Video Lottery Gaming Law.
  - j. A copy of your internal controls for video lottery operations.
- 34) Any other information or documentation which the Division may deem material to the licensing of the applicant, or of any person required to be licensed pursuant to the rules of the Division.

**Statement and Authorization**

**Statement**

I am the authorized officer of the applicant, and I supplied the information contained in this application on behalf of the applicant. I understand and read the English language or I have had an interpreter read, explain and record the answer to each and every question on this form. Any document accompanying this application that is not an original document is a true copy of the original document. I swear that the foregoing statements are true.

**Notification and Release Authorization**

The New York State Gaming Commission is hereby authorized to provide information relative to the applicant's identity, including its name and video lottery gaming license to any other State agency for the purposes of obtaining a license.

To any person and all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, and All Governmental Agencies – federal, state and local, including unemployment insurance agencies, without exception, both foreign and domestic: The applicant has authorized the New York State Gaming Commission and the New York Division of Criminal Justice Services to conduct a full investigation into its background and activities.

The applicant hereby authorizes the New York State Gaming Commission to obtain a credit report on the applicant through a credit agency of its choice and the applicant further authorize the New York State Gaming Commission to check its credit record, as needed, on a continuing basis as it relates to its employment or suitability for employment. If an adverse employment decision is made totally or partially due to the information on the Credit Report, the New York State Gaming Commission will provide a copy of the Credit Report, a summary of rights under the Fair Credit Reporting Act, and the source of the credit report so that the applicant may contact the credit agency, if it wishes.

Therefore, you are hereby authorized to release any and all information pertaining to the applicant, documentary or otherwise, as requested by any employee or agent of the New York State Gaming Commission, provided that he or she certifies to you that the applicant has an application pending before the New York State Gaming Commission or that the applicant is presently a licensee or registrant required to be qualified under New York Tax Law Section 1617-a.

This authorization shall supersede any prior request or authorization to the contrary.

A copy of this authorization shall be considered as effective and valid as the original.

<i>(Print Name Authorized Officer)</i>	<i>(Title)</i>	<i>(Date of Birth)</i>	<i>(Social Security #)</i>
<i>(Company)</i>	<i>(FEIN #)</i>		
<i>(Address)</i>		<i>(City, State, Zip)</i>	

DATED: \_\_\_\_\_  
(SIGNATURE OF AUTHORIZED OFFICER)

Subscribed and sworn to  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_,

\_\_\_\_\_  
*NOTARY PUBLIC*

**Attachment 4-2**

**Video Lottery Gaming Principal/Key Employee Application**

**FOR FACILITY USE ONLY:**

**Applicant Name (Last, First, Middle):** \_\_\_\_\_

**Applicant is applying for a position at the following video gaming facility (circle one):**

- Batavia 002                       Monticello 005                       Tioga 019
- Buffalo/Fairgrounds 003                       Saratoga 006                       Vernon 023
- Finger Lakes 004                       Yonkers 008                       Resorts World Casino New York City 046

**Other (specify):** \_\_\_\_\_

**The position the applicant is applying for:** \_\_\_\_\_

**NEW YORK STATE GAMING COMMISSION  
VIDEO LOTTERY GAMING PRINCIPAL/KEY EMPLOYEE**

**PERSONS REQUIRED TO OBTAIN A VIDEO LOTTERY GAMING KEY EMPLOYEE LICENSE:**

Any person who will be employed by a video lottery gaming agent in a position that includes any responsibility, authority to develop or administer policy or long-range plans or to make discretionary decisions regarding video lottery gaming facility operations, regardless of job title, and who is not a principal, shall be required to hold, prior to such employment, a current and valid video lottery gaming key employee license issued by the Division. This will include persons serving the following job duties:

- a. Function as a Principal/Officer/Director of the video lottery gaming agent;
- b. Function as a video lottery gaming Director/Manager/Assistant Manager/Supervisor;
- c. Supervise the operation of the video lottery gaming cashiers' cage/drop team/count team;
- d. All other persons employed by the video lottery gaming agent to perform services.

**I. COMPLETING THIS FORM:**

- a. You must make accurate statements and include all material facts. **Any misrepresentation, or the failure to provide requested information, may result in the denial of your application.**
- b. Read each question carefully prior to answering. Answer every question completely. Do not leave blank spaces. If a question does not apply to you or you have nothing to disclose, indicate "**Does Not Apply**" in response to that question. Failure to provide a response to every question could result in the denial of your application.
- c. If the space available is insufficient to respond to a question, supply the required information on an attachment page and clearly identify which question you are answering.
- d. If you make any modification to the pre-printed questions or information contained in this form, your application may be denied. Once your application is submitted, it becomes the property of the New York State Gaming Commission and will not be returned.

**II. BE SURE:**

- a. You sign the **Statement and Authorization** at the end of this form in the presence of a notary public or other person authorized to authenticate your signature.
- b. You have included your fingerprint card along with the Identification Verification Form.
- c. You have included the last five (5) years of federal tax returns.
- d. You retain a completed copy of your application for your own records.

**Please print or type the answers to the following questions in the spaces provided.**

1. I am applying for qualification in connection with:  
 A Video Lottery Gaming Agent Key Employee Application  
 A Vendor Key Employee Application  
 A Video Lottery Gaming Principal Application  
 Other (Specify) \_\_\_\_\_

2. If Principal, I am a:  
 Owner     Stockholder     Officer  
 Investor     Director     Partner  
 Trustee     Member     Other (Specify): \_\_\_\_\_

If Key Employee, I am:

- Key Employee /Job Title (Specify): \_\_\_\_\_  
 Other (Specify): \_\_\_\_\_

3. The name of the Video Lottery Gaming Agent of which I am applying:

4. Company Employed by: (Gaming Vendor)

**5. Personal Data**

NAME: LAST (INCLUDE SR., JR., ETC., IF APPLICABLE)	FIRST	Middle	Social Security # See (A) Below

MAILING ADDRESS/POSTAL ADDRESS:				
NUMBER AND STREET	APT #/FLAT #	CITY/TOWN	STATE/PROVINCE	ZIP/POSTAL CODE

HOME ADDRESS: (IF DIFFERENT THAN MAILING ADDRESS/POSTAL ADDRESS)				
NUMBER AND STREET	APT #/FLAT #	CITY/TOWN	STATE/PROVINCE	ZIP/POSTAL CODE

PRESENT BUSINESS ADDRESS:				
NUMBER AND STREET	APT #/FLAT #	CITY/TOWN	STATE/PROVINCE	ZIP/POSTAL CODE

HOME TELEPHONE NUMBER:		CURRENT BUSINESS TELEPHONE NO. AT PLACE OF EMPLOYMENT		
(AREA CODE)	(NUMBER)	(AREA CODE)	(NUMBER)	(EXTENSION)

FAX NUMBER:		E-MAIL ADDRESS (OPTIONAL):
(AREA CODE)	(NUMBER)	

(A) In accordance with Privacy Act of 1974 (Title 5 U.S.C. §522a As Amended), disclosure of your social security number is voluntary. Failure to disclose your social security number is not grounds for denial of your application. If provided, your social security number will be used by the New York State Gaming Commission to obtain and verify information in your application for qualification. The absence of a social security number on the application may delay the determination of your application.



Please attach your color photograph to this page  
Size: Minimum – 1 3/4" x 2" – Maximum 5" x 7"

## RESIDENCE DATA

8. Beginning with your current residence(s) and working backward provide the following information with respect to each place where you have lived (including residences while attending college or while in military service) during the past ten (10) years or since the age of 18, whichever is less.

DATES		ADDRESS <small>(NO., STREET, APT#/FLAT#, CITY/TOWN, STATE/PROVINCE, COUNTRY &amp; ZIP/POSTAL CODE)</small>	OWN OR RENT	NAME, ADDRESS & TELEPHONE NO. OF LANDLORD OR MORTGAGE/BOND HOLDER, IF KNOWN
FROM: <small>(MO/YR)</small>	TO: <small>(MO/YR)</small>			

## FAMILY/SOCIAL DATA

9. What is your current marital status:      Single \_\_\_ Married \_\_\_ Legally Separated \_\_\_ Divorced \_\_\_ Widow/Widower \_\_\_ Engaged \_\_\_

How many times have you been married? \_\_\_\_\_

### CURRENT MARRIAGE

Provide the information below regarding your current marriage and spouse:

Date of Marriage: \_\_\_\_\_ Where Married: \_\_\_\_\_  
DAY MONTH YEAR CITY/TOWN COUNTY STATE/PROVINCE COUNTRY

Name of Spouse: \_\_\_\_\_ Spouse's Occupation: \_\_\_\_\_  
FIRST MIDDLE MAIDEN

Date of Birth: \_\_\_\_\_ Place of Birth: \_\_\_\_\_  
DAY MONTH YEAR CITY/TOWN COUNTY STATE/PROVINCE COUNTRY

Home Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
STREET CITY/TOWN STATE/PROVINCE ZIP/POSTAL CODE AREA CODE NUMBER

### PREVIOUS MARRIAGES

Provide the information below regarding your previous marriages: (Do **NOT** include current spouse.)

NAME OF FORMER SPOUSE(S) <small>(INCLUDE MAIDEN NAME, IF APPLICABLE)</small>	DATE AND PLACE OF MARRIAGE	DATE OF BIRTH	IF ANNULLED, SEPARATED OR DIVORCED, INDICATE DATE AND JURISDICTION WHERE SUCH ACTION WAS TAKEN	DOCKET/CASE # OF DIVORCE ACTION (IF KNOWN)	PRESENT ADDRESSES OF FORMER SPOUSE(S) <small>(NO., STREET, APT#/FLAT#, CITY/TOWN, STATE/PROVINCE, COUNTRY, ZIP/POSTAL CODE)</small>

10a. In the chart below, list the names of all your children, stepchildren and adopted children and the amount of support, if dependent. Also, list all other persons who you are supporting or contributing to the support of, and provide the amount of support.

NAME	DATE OF BIRTH	BIRTH PLACE	ADDRESS (NO., STREET, APT., CITY, STATE, COUNTRY, ZIP CODE)	AMT. OF SUPPORT (IF A DEPENDENT)

10b. Please mark the appropriate response regarding your child support obligations:

\_\_\_\_\_ I am not subject to a court order for the support of a child.

\_\_\_\_\_ I am subject to a court order for the support of one or more children and am in compliance with a plan approved by the public agency/court enforcing the order for the repayment of the amount owed pursuant to the order (indicate amount in 9a. above); or

\_\_\_\_\_ I am subject to a court order for the support of one or more children and am NOT in compliance with the order or a plan approved by the public agency/court enforcing the order for the repayment of the amount owed pursuant to the order.

Identify the public agency/court responsible for enforcing the child support order:

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

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

Contact Person: \_\_\_\_\_

11. List names, residence addresses, dates of birth, and most recent occupations of parents, parents-in-law, former parents-in-law\*, or legal guardians, living or deceased. If retired or deceased, list last address and occupation:

NAME (INCLUDE MAIDEN)	DATE OF BIRTH	ADDRESS (NO., STREET, APT#/FLAT#, CITY/TOWN, STATE/PROVINCE, COUNTRY, ZIP/POSTAL CODE)	PHONE NUMBER	OCCUPATION
Father:				
Mother:				
Father-in-law:				
Mother-in-law:				
Former Parents-in-law*:				
Legal Guardians:				

\* For former parents-in-law only provide names.

12. List names, dates of birth, home addresses and phone numbers, and the most recent occupations of brothers and sisters and of their respective spouses:

NAME (INCLUDE MAIDEN)	DATE OF BIRTH	ADDRESS (NO., STREET, APT#/FLAT#, CITY/TOWN, STATE/PROVINCE, COUNTRY, ZIP/POSTAL CODE)	PHONE NUMBER	OCCUPATION
Sibling:				
Spouse:				
Sibling:				
Spouse:				
Sibling:				
Spouse:				
Sibling:				
Spouse:				
Sibling:				
Spouse:				
Sibling:				
Spouse:				

**MILITARY SERVICE DATA**

13. Have you ever served in a military organization of any country or have you been an active or inactive member of a reserve force of any country? Yes \_\_\_ No \_\_\_

If yes, provide the following information:

Country of Services: \_\_\_\_\_  
 Branch of Service: \_\_\_\_\_ Service Serial #: \_\_\_\_\_  
 Highest Rank Held: \_\_\_\_\_ Period(s) of Active Services: \_\_\_\_\_  
 FROM TO

14. Date and type of discharge or separation (Honorable, Dishonorable, Honorable Conditions, Medical, etc.) from Military Service(s):

Date of each discharge/separation \_\_\_\_\_  
 Type of discharge(s): \_\_\_\_\_

Attach a copy of your DD Form 214 if you served in the United States armed forces.

## EDUCATIONAL DATA

16. Beginning with your highest level of education and working backward to your secondary school (high school), provide the information listed below with respect to each school, college, graduate or post graduate school you have attended.

DATES		NAME AND ADDRESS OF SCHOOL, TRAINING PROGRAM, ETC.	DESCRIPTION OF EDUCATION PROGRAM	LIST ANY DEGREE OR CERTIFICATION ATTAINED	GRADUATED YES OR NO
FROM: (MO/YR)	TO: (MO/YR)				

## OFFICES AND POSITIONS

17. List all offices, trusteeships, directorships or fiduciary positions (including non-profit charitable entities and family trusts) held by you with any firm, corporation, association, partnership or other business entity during the last ten year period. Begin with the most recent and work backward.

DATES		TITLE OF OFFICE OR POSITION HELD	NAME AND ADDRESS OF FIRM, CORPORATION, ASSOCIATION, PARTNERSHIP OR OTHER BUSINESS ENTITY	COMPENSATION RECEIVED
FROM: (MO/YR)	TO: (MO/YR)			

18. List all government positions and offices, whether salaried or unsalaried, held by you during the last ten (10) year period. Begin with the most recent and work backward.

DATES		TITLE OF OFFICE OR POSITION HELD	NAME AND ADDRESS OF GOVERNMENT AGENCY/ORGANIZATION
FROM: (MO/YR)	TO: (MO/YR)		

## EMPLOYMENT AND LICENSING DATA

19. Have you ever been employed by a casino or gaming/gambling related company\* in any jurisdiction?  
 Yes\_\_\_\_ No\_\_\_\_

\*Casino or gaming/gambling related company includes any form or type of casino, gaming/gambling related operation, any manufacturer of gaming/gambling equipment, horse racing, dog racing, pari-mutuel operation, lottery, sports betting, Internet gaming, etc.

NAME OF GAMING/GAMBLING RELATED COMPANY AND COUNTRY/STATE WHERE YOU WERE EMPLOYED	NAME, MAILING ADDRESS AND TELEPHONE NUMBER OF EMPLOYER(S)	DATES		TITLE/POSITION HELD AND DESCRIPTION OF DUTIES	NAME OF SUPERVISOR	REASON FOR LEAVING
		FROM (MO/YR)	TO (MO/YR)			

20. In the chart below, provide the information regarding your employment for the past ten (10) years or from age 18, whichever is less. Begin with your present job and work backwards. Give dates of any unemployment between jobs in proper sequence. Include all part-time and full-time employment and any military service. For any casino or gaming/gambling related employment identified in the previous question, you are only required to fill in the dates of employment and the name of the casino or gaming/gambling related company on this chart.

DATES		NAME, MAILING ADDRESS, AND TELEPHONE NUMBER OF EMPLOYER(S)	TITLE/POSITION HELD AND DESCRIPTION OF DUTIES	NAME OF SUPERVISOR	REASON FOR LEAVING/ COMPENSATION AT DEPARTURE
FROM: (MO/YR)	TO: (MO/YR)				

21. With regard to the previously listed employment:

- a. Were you ever discharged, suspended or asked to resign from employment? Yes\_\_\_\_ No\_\_\_\_
- b. During the last ten (10) year period, were you ever charged with any infraction in relation to any employment which was the subject of any disciplinary action?

If yes to either question, complete the following chart as to each such time you were discharged, suspended, asked to resign or disciplined:

DATE OF DISCHARGE, SUSPENSION, RESIGNATION OR DISCIPLINARY ACTION	NAME AND ADDRESS OF EMPLOYER	NAME OF SUPERVISOR	REASON FOR DISCHARGE, SUSPENSION, RESIGNATION OR DISCIPLINARY ACTION

22. List any and all compensated employment, of whatever nature, held by your spouse during the past twelve-month period. Begin with your spouse's current employer.

DATES		NAME, ADDRESS AND TELEPHONE NUMBER OF EMPLOYER	TITLE/POSITION HELD
FROM: (MO/YR)	TO: (MO/YR)		

23. To the best of your knowledge, have you or has your spouse served as a trustee or other fiduciary officer in any capacity during the last twelve (12) month period? Yes\_\_\_\_ No\_\_\_\_

If yes, complete the following chart:

DATES		CAPACITY	NATURE OF TRUST OR OTHER FUND	INCOME RECEIVED	FOR WHOM HELD
FROM: (MO/YR)	TO: (MO/YR)				

24. a. Have you or your spouse ever sought and been denied a position as a trustee or other fiduciary officer?  
Yes \_\_\_ No \_\_\_
- b. Have you or your spouse ever been suspended or removed from a position as a trustee or other fiduciary officer?  
Yes \_\_\_ No \_\_\_

If yes to either question, complete the following chart:

DATE	CAPACITY	NATURE OF TRUST OR OTHER OFFICE	REASON FOR DENIAL, SUSPENSION OR REMOVAL

25. Have you or has your spouse ever made application for, or held, any **NON-GAMING** professional or occupational license, permit or certification, in any jurisdiction, including but not limited to the following: real estate broker or salesman, accountant, attorney, medical, boxing promoter, manager or matchmaker, race horse owner, trainer or manager, jockey, race dog owner, securities dealer, contractor, pilot, insurance, or any other type of professional license? (Do not include alcoholic beverage or driver's license). You must answer "YES" to this question if you ever applied and your application was granted, denied, returned to you by the licensing agency for any reason, withdrawn or is currently pending.  
Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME ON LICENSE	TYPE OF LICENSE	DATES		NAME AND ADDRESS OF LICENSING AGENCY/ORGANIZATION	DISPOSITION OF THE APPLICATION
		FROM: (MO/YR)	TO: (MO/YR)		

26. Have you ever applied in New York or any other jurisdiction for a license, permit, registration or other authorization to participate in a lawful gambling operation (including casino gaming, horse racing, dog racing, pari-mutuel operation, lottery, sports betting, etc.)?  
Yes \_\_\_ No \_\_\_

NAME & ADDRESS OF LICENSING AGENCY (INCLUDING COUNTRY, STATE, COUNTY OR MUNICIPALITY)	TYPE OF LICENSE, PERMIT, APPROVAL, OR REGISTRATION	DATE OF APPLICATION	DISPOSITION (GRANTED, DENIED OR PENDING)	LICENSE, PERMIT, APPROVAL OR REGISTRATION NUMBER

27. Do you have any ownership interest or financial investment in any business entity applying to, or licensed by, the New York State Gaming Commission? Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME OF BUSINESS ENTITY	NAME AND AMOUNT OF YOUR INTEREST/INVESTMENT	% OF OWNERSHIP IN TH BUSINESS ENTITY

28. Have any of the licenses, permits or certifications applied for, or held by you or your spouse, as identified in the previous question ever been denied, suspended, revoked or subject to any conditions in New York or any other jurisdiction? Yes \_\_\_ No \_\_\_

Yes \_\_\_ No \_\_\_

If yes, complete the following chart as to each denial, suspension, revocation or conditions:

TYPE OF LICENSE, PERMIT OR CERTIFICATE	NAME & ADDRESS OF GOVERNMENTAL AGENCY/ORGANIZATION	DATE OF DENIAL, SUSPENSION, REVOCATION OR CONDITION	REASON(S) FOR DENIAL SUSPENSION OR REVOCATION

29. Has any entity in which you, or your spouse, is/was a director, officer, partner or an owner of a 5% or greater interest ever had any license, permit or certificate issued by a governmental agency in any jurisdiction denied, suspended, revoked, or subject to any conditions? Yes \_\_\_ No \_\_\_

Yes \_\_\_ No \_\_\_

If yes, complete the following chart as to each denial, suspension or revocation:

NAME OF ENTITY	POSITION HELD BY YOU OR YOUR SPOUSE	TYPE OF LICENSE, PERMIT OR CERTIFICATE	TYPE OF ACTION TAKEN	NAME AND ADDRESS OF GOVERNMENT AGENCY/ORGANIZATION TAKING ACTION	DATE OF ACTION	REASON(S) FOR ACTION

30. List any group, firm, partnership, corporation or any other businesses in which you have held an ownership interest of 5% or more for the past ten (10) years, or since the age of 18, whichever is less. (Do **not** include publicly traded corporations in which you owned stock.)

DATES		NAME(S) & ADDRESS(ES) OF BUSINESS(ES)	CURRENT STATUS OF BUSINESS(ES)	% INTEREST HELD BY YOU	NAME(S) OF OTHER OWNERS	ADDRESS(ES) OF OTHER OWNERS	STATE/PROVINCE AND COUNTRY OF ORGANIZATION OR INCORPORATION
FROM: (MO/YR)	TO: (MO/YR)						

31. Have you or has your spouse ever made application for, or held, a license, permit, registration, finding of suitability, qualification or other authorization to participate in any form or type of casino, gaming/gambling related operation (including any manufacturer of gaming/gambling equipment, horse racing, dog racing, pari-mutuel operation, lottery, sports betting, Internet gaming, etc.) or alcoholic beverage operation in any jurisdiction? You must answer "YES" to this question if you ever applied and your application was granted, denied, returned to you by the gaming agency for any reason, withdrawn or is currently pending.

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME & ADDRESS OF LICENSING AGENCY/ORGANIZATION (INCLUDING COUNTRY, STATE/PROVINCE, COUNTY OR MUNICIPALITY/TOWN)	TYPE OF LICENSE, PERMIT, APPROVAL OR REGISTRATION	DATE OF APPLICATION	DISPOSITION (GRANTED, DENIED OR PENDING, ETC.)	LICENSE, PERMIT, APPROVAL OR REGISTRATION NUMBER

32. For each casino, gaming/gambling related or alcoholic beverage operation application, license, permit, registration, finding of suitability, qualification or other authorization identified in the previous question, were you or your spouse ever called to appear to testify, or otherwise participate in a hearing or proceeding, before the licensing agency or commission to which you were applying?

Yes\_\_\_\_ No\_\_\_\_

If yes, complete the following chart:

NAME AND ADDRESS OF LICENSING AGENCY OR COMMISSION	DATE OF APPEARANCE(S)	NATURE OF HEARING	WAS TESTIMONY GIVEN?

33. To the best of your knowledge, in the past ten (10) years or since the age of 18, whichever is less, have you held a direct or indirect financial or ownership interest in or been employed by any group, firm, corporation, partnership or other business entity that has applied to any licensing agency in any jurisdiction for any license, permit, registration, finding of suitability, or qualification in connection with any form or type of a casino, gaming/gambling related operation (including any manufacturer of gaming/gambling equipment, horse racing, dog racing, pari-mutuel operation, lottery, sports betting, Internet gaming, etc.), or alcoholic beverage operation? (Do not include publicly traded corporations or entities in which you held less than 1% of the stock.)

Yes\_\_\_\_ No\_\_\_\_

If yes, complete the following chart:

NAME & ADDRESS OF BUSINESS ENTITY	NATURE OF YOUR	DATE OF APPLICATION	NAME & ADDRESS OF LICENSING AGENCY	TYPE OF LICENSE	DISPOSITION OF APPLICATION

34a. Are any members of your family (spouse, parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews, nieces, fathers-in-law, mothers-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law whether by whole or half blood, by marriage, adoption or natural relationship) associated with or employed in any form or type of casino or gaming/gambling related operation as defined in question 26 in any jurisdiction? Yes\_\_\_\_ No\_\_\_\_

b. Do you or any members of your family (spouse, parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews, nieces, fathers-in-law, mothers-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law whether by whole or half blood, by marriage, adoption or natural relationship) have an ownership interest in any alcoholic beverage entity in any jurisdiction? Yes\_\_\_\_ No\_\_\_\_

If yes to either question, complete the following chart:

NAME OF PERSON	RELATIONSHIP	NAME OF GAMING/GAMBLING OR ALCOHOLIC BEVERAGE BUSINESS AND ADDRESS	BUSINESS TELEPHONE

CIVIL, CRIMINAL AND INVESTIGATORY PROCEEDINGS

**IMPORTANT**

**The New York State Gaming Commission or its designee will make inquiries to establish whether the applicant has had any involvement with law enforcement agencies.**

Failure to disclose any such involvement will be taken into account in assessing your character, honesty and integrity. The New York State Gaming Commission will compare the information you provide with criminal records maintained by federal and state law enforcement agencies.

Procedures for obtaining a copy of FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.30 through 16.33 or go to the FBI website at <http://www.fbi.gov/about-us/cjis/background-checks>. Procedures for obtaining a change, correction, or updating of an FBI criminal history record are set forth at Title 28, CFR, Section 16.34 or go to the FBI website at <http://www.fbi.gov/about-us/cjis/identity-history-summary-checks/challenge-of-an-identity-history-summary>

An applicant may obtain, review and, if necessary, seek correction of his/her criminal history pursuant to New York State DCJS regulation (9NYCRR Part 6050). To obtain further information through procedures established by DCJS, visit <http://www.criminaljustice.ny.gov/ojis/recordreview.html>

35. Have you or your spouse ever been convicted of any crime, offense or violation of law?

Yes\_\_\_\_ No\_\_\_\_

If yes, complete the following chart:

NATURE OF CONVICTION LOCATION WHERE INCIDENT OCCURRED	DATE OF CONVICTION	NAME AND ADDRESS OF LAW ENFORCEMENT AGENCY OR COURT INVOLVED	DISPOSITION	SENTENCE

36. Have you or your spouse ever been arrested or charged for any crime, offense or violation in which action is still pending?

Yes\_\_\_\_ No\_\_\_\_

If yes, complete the following chart:

NATURE OF PENDING CHARGE	LOCATION WHERE INCIDENT OCCURRED	DATE OF INCIDENT	NAME AND ADDRESS OF LAW ENFORCEMENT AGENCY OR COURT INVOLVED

37. To the best of your knowledge, has a criminal indictment, information or complaint ever been filed or returned against you, but for which you were not arrested or in which you were named as an unindicted party or unindicted co-conspirator in any criminal proceeding in any jurisdiction?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME AND ADDRESS OF GOVERNMENTAL AGENCY/ORGANIZATION INVOLVED	NATURE OF PROCEEDING	DATE

38. To the best of your knowledge, has a criminal indictment, information or complaint ever been filed or returned against you, but for which you were not arrested or in which you were named as an unindicted party or unindicted co-conspirator in any criminal proceeding in any jurisdiction?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME AND ADDRESS OF GOVERNMENTAL AGENCY/ORGANIZATION INVOLVED	NATURE OF PROCEEDING	DATE

39. Have you ever been the subject of an investigation conducted by any governmental agency/organization, court, commission, committee, grand jury or investigatory body (local, state, county, provincial, federal, national, etc.) other than in response to a traffic summons?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME AND ADDRESS OF COURT OR OTHER AGENCY	NATURE OF PROCEEDING OR INVESTIGATION	WAS TESTIMONY GIVEN?	DATE ON WHICH TESTIMONY WAS GIVEN	APPROXIMATE TIME PERIOD OF INVESTIGATION

40a. Have you ever been called to testify before, or otherwise been questioned, interviewed, deposed, or requested to take a polygraph exam by any governmental agency/organization, court, commission, committee, grand jury or investigative body (local, state, county, provincial, federal, national, etc.) in any jurisdiction other than in response to a traffic summons?

Yes\_\_\_ No\_\_\_

b. Have you ever been subpoenaed to appear or testify before a federal, national, state, county grand jury, or other criminal investigatory agency or body, or any board or commission, or any civil, criminal or administrative proceeding or hearing?

Yes\_\_\_ No\_\_\_

If yes to either question, complete the following chart:

NAME AND ADDRESS OF COURT OR OTHER AGENCY/ORGANIZATION	NATURE OF PROCEEDING OR INVESTIGATION	WAS TESTIMONY GIVEN?	DATE ON WHICH TESTIMONY WAS GIVEN	APPROXIMATE TIME PERIOD OF INVESTIGATION

41. Have you ever received a pardon, or has any government agency/organization agreed to dismiss, suspend or defer any criminal investigation or prosecution against you for any criminal offense?

Yes\_\_\_ No\_\_\_

If yes, complete the following chart:

DATE OF PARDON, DISMISSAL, SUSPENSION, OR DEFERAL	TYPE OF ACTION TAKEN	NAME AND ADDRSS OF GOVERNMENT AGENCY/ORGANIZATION GRANTING PARDON, DISMISSAL SUSPENSION OR DEFERAL

42. Has your spouse or any of your children or stepchildren ever been arrested or charged with any crime or offense (as defined at the beginning of this section) in any jurisdiction?

Yes\_\_\_ No\_\_\_

If yes, complete the following chart:

NAME OF PERSON	RELATIONSHIP	NATURE OF CHARGE OR OFFENSE	DATE OF CHARGE OR OFFENSE	NAME & ADDRESS OF LAW ENFORCEMENT AGENCY OR COURT INVOLVED	DISPOSITION (CONVICTED, ACQUITTED, DISMISSED, PENDING, PARDONED, ETC.)	SENTENCE

43. In the past ten (10) years, have you as an individual, member of a partnership, or owner, director, or officer of a corporation, ever been a party to a lawsuit, as either a plaintiff or defendant or an arbitration as either a claimant or defendant? (Include matrimonial matters, negligence matters, auto accident matters, contract matters, collection matters, debt matters, bankruptcies, etc.)

Yes\_\_\_\_ No\_\_\_\_

If yes, complete the following chart:

DATE FILED	NAME & ADDRESS OF COURT	DOCKET/CASE NUMBER	OTHER PARTIES TO SUIT	NATURE OF SUIT	DISPOSITION	DATE OF DISPOSITION

44. In the past ten (10) years, has any general partnership, business venture, sole proprietorship or closely held corporation, which you were associated with as an owner, officer, director or partner, been a party to a lawsuit, arbitration or bankruptcy?

Yes\_\_\_\_ No\_\_\_\_

If yes, complete the following chart:

NAME OF ENTITY	TYPE OF ENTITY	APPROXIMATE DATE(S) OF LAWSUIT/ARBITRATION/BANKRUPTCY	WHERE ACTION FILED (CITY/TOWN, STATE/PROVINCE, COUNTY)

45. In the past ten (10) years, have you been cited or charged with, or formally accused of, any violation of a statute, regulation or code of any local, state, county, municipal, provincial, federal or national government other than a criminal, disorderly persons, petty disorderly person or motor vehicle violation?

Yes \_\_\_\_ No \_\_\_\_

If yes, complete the following chart:

GOVERNMENTAL AGENCY/ORGANIZATION	NATURE OF CHARGE	DATE	DISPOSITION

46. Have you ever been barred or otherwise excluded, for any reason, other than for the denial, suspension or revocation of a license or registration, from any form or type of casino or gaming/gambling related operation in any jurisdiction? (Check "YES" even if the disbarment or exclusion is no longer in effect or has been lifted.)

Yes \_\_\_\_ No \_\_\_\_

If yes, complete the following chart:

GAMING/GAMBLING AGENCY	DATE OF EXCLUSION	REASON FOR EXCLUSION

**VEHICLE OPERATOR DATA**

47. In the chart below, list all current motor vehicle operator licenses (automobiles, motorcycles, airplanes, boats, recreational vehicles, etc.) issued to you in any jurisdiction:

DATE LAST ISSUED	LICENSE NUMBER	TYPE OF LICENSE	JURISDICTION ISSUING LICENSE	EXPIRATION DATE OF LICENSE

## FINANCIAL DATA

48. State when you filed your last Federal Income Tax Return Form 1040, to what IRS Center it was sent and the tax period it covered.

Date Filed: \_\_\_\_\_ Period Covered: \_\_\_\_\_  
 IRS Office \_\_\_\_\_  
 Location: \_\_\_\_\_

Attach to the back of this form and label as Exhibit 35, a copy of each IRS Form 1040 and Form 1040X (Amended Return) and all appropriate schedules filed by you in the last five (5) years. If you and your spouse filed separate tax returns for any year in the last five (5) years, also attach a copy of your spouse's tax returns.

49. Have any individual, local, city, county, provincial, state, federal, national, or any other governmental liens/debts been filed against you as an individual, sole proprietor, member of a partnership, or owner of a corporation in any jurisdiction? Yes\_\_\_ No\_\_\_

If yes, complete the following chart:

NATURE OF LIEN/DEBT	WHEN FILED	WHERE FILED	CURRENT STATUS

50. Have you personally ever been adjudicated bankrupt or filed a petition for any type of bankruptcy, insolvency or liquidation under any bankruptcy or insolvency law in any jurisdiction? Yes\_\_\_ No\_\_\_

If yes, complete the following chart:

DATE FILED	DOCKET/CASE NUMBER	NAME AND ADDRESS OF COURT	NAME AND ADDRESS OF TRUSTEE

51. In the past ten (10) years or since the age of 18, whichever is less, has any business entity in which you held a 5% or greater ownership interest, or in which you served as an officer or director been adjudicated bankrupt or filed a petition for any type of bankruptcy or insolvency under any bankruptcy or insolvency law?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DATE FILED	DOCKET/CASE NUMBER	NAME AND ADDRESS OF COURT	NAME AND ADDRESS OF FILING PARTY	NAME AND ADDRESS OF TRUSTEE

52. Have you as an individual, member of a partnership, or owner, director or officer of a corporation ever been in a business entity that has been in liquidation, receivership or been placed under some form of governmental administration or monitoring?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME AND ADDRESS OF BUSINESS ENTITY	YOUR RELATIONSHIP TO BUSINESS ENTITY	DATE PLACED UNDER LIQUIDATION, RECEIVERSHIP, ETC.	REASON PLACED UNDER LIQUIDATION, RECEIVERSHIP, ETC.	PRESENT STATUS

53. Have your wages, earnings, or other income been subject to garnishment, attachment, charging order, voluntary wage execution or the like during the past ten (10) year period?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DATE FILED	DOCKET/CASE NUMBER	NAME AND ADDRESS OF COURT	NATURE OF OBLIGATION	AMOUNT OF OBLIGATION	NAME AND ADDRESS OF HOLDER OF OBLIGATION

54. In the past ten (10) years, have you ever had any property, real or personal, repossessed by a finance company in any jurisdiction? Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

TYPE OF PROPERTY	DATE REPOSSESSED	NAME AND ADDRESS OF COMPANY REPOSSESSING PROPERTY	REASON FOR REPOSSESSION

55. During the last ten year period, have you been:  
 a. An executor(trix), administrator or other fiduciary of any estate;  
 b. A beneficiary or legatee under a will or received any thing of value under an intestacy statute; or  
 c. A settlor/grantor, beneficiary or trustee of any trust? Yes \_\_\_ No \_\_\_

If yes, complete the following chart as to each estate and trust:

NAME AND LOCATION OF ESTATE/TRUST	POSITION/ INTEREST HELD	DATE(S) ON WHICH POSITIONS WERE HELD OR INTEREST WAS RECEIVED	AMOUNT OF COMPENSATION OR NATURE AND VALUE OF BENEFIT GRANTED/RECEIVED

56. Do you own, hold, or have an interest in any assets in a trust in any jurisdiction? (You may exclude those assets disclosed in your answer to question 52). Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DESCRIPTION OF TRUST	LOCATION OF TRUST	NAME OF TRUSTEE(S)	NAMES OF OTHER(S) WITH INTERESTS IN TRUST

57. Do you hold, manage or control in trust, or otherwise, any assets or liabilities for another person or entity in any jurisdiction? (You may exclude those assets or liabilities disclosed in your answer to question 52). Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DESCRIPTION OF TRUST	LOCATION OF TRUST	NAMES OF OTHER(S) WITH INTEREST IN TRUST

58a. Please state your country of residence \_\_\_\_\_

58b. During the last ten (10) year period have you had any right of ownership in, control over or interest in any bank account(s), which are located outside the country of residence identified in a. above?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DATES		NAME AND ADDRESS OF INSTITUTION HOLDING ACCOUNT	ACCOUNT NUMBER	NAME AND ADDRESS OF EACH PERSON/ENTITY APPEARING ON THE ACCOUNT	PRESENT AMOUNT HELD/ AMOUNT HELD BEFORE CLOSING
FROM: (MO/YR)	TO: (MO/YR)				

58c. Do you own, manage or control any assets, or are you responsible for any liabilities, located outside the country of residence as identified in a. above (excluding any foreign bank accounts identified in b. above)?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DESCRIPTION OF ASSET/LIABILITY	LOCATION OF ASSET/LIABILITY

59. During the last ten (10) year period, have you or has your spouse or any of your children, while dependent, received a loan in excess of \$25,000USD?

(If you are applying in a jurisdiction other than the United States, the amount you are required to report is the equivalent to \$25,000USD in the national currency of the jurisdiction where you will be filing this application.)

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DATE RECEIVED LOAN	NAME AND ADDRESS OF LENDER	NAME OF BORROWER AND ALL CO-SIGNERS	ORIGINAL AMOUNT OF LOAN	INTEREST RATE (%)	TERMINATION DATE OF LOAN

60. During the last ten-year period, have you or has your spouse or any of your children, while dependent, made any loan in excess of \$10,000USD?

(If you are applying in a jurisdiction other than the United States, the amount you are required to report is the equivalent of \$10,000USD in the national currency of the jurisdiction where you will be filing this application.)  
 Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DATE OF LOAN	NAME AND ADDRESS OF BORROWER	ALL CO-PARTIES TO LOAN	NAME OF LENDER	ORIGINAL AMOUNT OF LOAN	INTEREST RATE (%)	TERMINATION DATE OF LOAN	SECURITY PLEDGED

61. Have you individually ever exchanged currency in an amount of more than \$10,000USD within the past ten (10) years?

(If you are applying in a jurisdiction other than the United States, the amount you are required to report is the equivalent of \$10,000USD in the national currency of the jurisdiction where you will be filing this application.)  
 Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DATE AND AMOUNT OF EXCHANGE	LOCATION WHERE EXCHANGE MADE	REASON FOR EXCHANGE	DID YOU FILL OUT OR FILE ANY GOVERNMENTAL REPORTING DOCUMENT

62. Do you maintain a brokerage or margin account with any securities or commodities dealer?  
 Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

TYPE OF ACCOUNT	NAME AND ADDRESS OF DEALER	AMOUNT OF MARGIN

63. Have you or has your spouse or children, while dependent, filed any claims in excess of \$100,000USD under any fire, theft, automobile or insurance policy within the past ten year period?

(If you are applying in a jurisdiction other than the United States, the amount you are required to report is the equivalent of \$100,000USD in the national currency of the jurisdiction where you will be filing this application.)

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

DATE OF CLAIM	NATURE OF CLAIM	NAME AND ADDRESS OF INSURANCE CARRIER	DISPOSITION

64. During the last five (5) year period, have you, your spouse or dependent children given or received any gift or gifts, whether tangible or intangible which either individually or in the aggregate exceeded \$10,000USD in value in any one year period?

(If you are applying in a jurisdiction other than the United States, the amount you are required to report is the equivalent of \$10,000USD in the national currency of the jurisdiction where you will be filing this application.)

Yes \_\_\_ No \_\_\_

If yes, complete the following chart as to each gift:

NAME OF THE DONOR OR DONEE	DATE GIFT GIVEN/RECEIVED	DESCRIPTION OF GIFT	APPROXIMATE VALUE

65. a. Do you have any safe deposit boxes in your name in any jurisdiction? Yes \_\_\_ No \_\_\_

b. Do you have access to the funds in any other safe deposit boxes in any jurisdiction? Yes \_\_\_ No \_\_\_

If yes to either question, complete the following chart:

NAME AND ADDRESS OF BANK OR OTHER INSTITUTION/BUSINESS WHERE LOCATED	NAME(S) IN WHICH ACCOUNT(S) OR SAFE DEPOSIT BOX(ES) HELD	TYPE OF ACCOUNT, (SAVINGS, CHECKING, SAFE DEPOSIT, ETC.)	ACCOUNT NO. OR SAFE DEPOSIT BOX NO.

66. In the past ten (10) years, or since the age of 18, whichever is less, have you received any referral or finder's fee in excess of \$10,000USD?  
 (The amount you are required to report is the equivalent of \$10,000USD.)

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NAME AND ADDRESS OF ALL PARTIES INVOLVED	NATURE OF GOODS OR SERVICES PROVIDED	AMOUNT RECEIVED	DATE RECEIVED

67. Have you, in the past ten (10) years or since the age of 18, whichever is less, given a guarantee, co-signed or otherwise insured payment of a loan, debt or other financial obligation in any jurisdiction?

Yes \_\_\_ No \_\_\_

If yes, complete the following chart:

NATURE OF OBLIGATION (PERSONAL GUARANTEE, ETC.)	DATE OBLIGATION MADE	NAME(S) OF PERSON RESPONSIBLE FOR OBLIGATION	STATUS OF UNDERLYING OBLIGATION

68. During the last ten year period, have you held a 5% or greater interest in or been a director, officer or principal employee of any entity that:

- a. Has made (either or through third parties acting for it) bribes or kickbacks to any government official, domestic or foreign, to obtain favorable treatment or to any company, employee or organization to obtain a competitive advantage? Yes \_\_\_ No \_\_\_
- b. Has held a foreign bank account or has had authority to control disbursements from a foreign bank account? Yes \_\_\_ No \_\_\_
- c. Has maintained a bank account, or other account, whether domestic or foreign, which was not reflected on the books or records of the business? Yes \_\_\_ No \_\_\_
- d. Has maintained a domestic or foreign numbered bank account or other bank account in a name other than the name of the business? Yes \_\_\_ No \_\_\_

# NET WORTH STATEMENT—ASSETS AND LIABILITIES

**NOTE:** Complete the financial statements on pages 29 through 43 and copy the totals in the appropriate space below.

69. Please list all assets, tangible and intangible, in which a direct or indirect interest is held by you, your spouse or your dependent children. For each line item, list both the cost of the asset and the present market values as of the date of this statement unless this cannot reasonably be done, in which case any special valuation date should be noted in the column provided. Detail each line entry on the appropriate schedule.				70. Please list all liabilities of you, your spouse and your dependent children. Enter the amount as of the date of this statement. Detail each line entry on the appropriate schedule.		
ASSET	COST AT DATE ACQUIRED OR PURCHASED (A)	CURRENT MARKET VALUE (B)	VALUATION SPECIAL DATE, IF ANY	LIABILITY	ORIGINAL AMOUNT OF LIABILITY (C)	AMOUNT OUTSTANDING (D)
1. Cash a) On Hand		a)		10. Notes Payable (Schedule I)		
b) In bank (Schedule A)		b)	b)			
2. Loans, Notes and Other Receivables (Schedule B)				11. Loans and Other Payables (Schedule J)		
3. Securities (Schedule C)				12. Taxes Payable (Schedule K)		
4. Real Estate Interests (Schedule D)				13. Mortgages or Liens on Real Estate (Schedule L)		
5. Cash Value Life Insurance (Schedule E)				14. Loans Against Insurance/Pensions (Schedule M)		
6. Cash Value Pension/Funds (Schedule F)				15. Other Indebtedness (Schedule N)		
7. Furniture and Clothing (Reasonable Estimate)				<b>TOTAL LIABILITIES</b>		
8. Vehicles (Schedule G)				<b>NET WORTH</b> Total Assets (From Column B) less		
9. Other (Schedule H)				Total Liabilities (From Column D)		
<b>TOTAL ASSETS</b>				16. Contingent Liabilities (Schedule O)		

Date of Statement \_\_\_\_\_

Please provide the name, address, and phone number of the person completing this statement if it is completed by someone other than you.

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

## SCHEDULE "A" - CASH IN BANK

71. List below all bank accounts (checking, savings, time deposits, certificates of deposit, money market funds, etc.) foreign and domestic, maintained by you, your spouse or dependent children. Identify with an asterisk (\*) any check writing accounts held with brokerage houses, insurance companies, etc.

NAME AND ADDRESS OF INSTITUTION	NAME OF PERSON(S) AND TAX IDENTIFICATION NUMBER(S) APPEARING ON ACCOUNT	ACCOUNT NUMBER	INTEREST RATE (%)	GENERAL NATURE OF ACCOUNT	DATE OF BALANCE	BALANCE
						\$ _____
						<b>TOTAL CURRENT BALANCE</b> (Enter this figure in item 1b, column B on page 28)

## SCHEDULE "B" – LOANS, NOTES AND OTHER RECEIVABLES

72. List below all loans, notes and other receivables held by you, your spouse or dependent children.

CHECK IF HELD BY SPOUSE OR DEPENDENT CHILD	NAME AND ADDRESS OF DEBTOR	INTEREST RATE (%)	ORIGINAL LOAN AMOUNT	ORIGINAL DATE OF LOAN/NOTE RECEIVABLE	TOTAL PAY-MENTS	DATE DUE	NATURE OF ADVANCE AND NATURE OF SECURITY, IF ANY (INDICATE IF UNSECURED)	CURRENT BALANCE
			\$ _____					\$ _____
			<b>TOTAL ORIGINAL LOAN AMOUNT(S)</b> (Enter this figure in items 2, column A on page 28.)					<b>TOTAL CURRENT BALANCE</b> (Enter this figure in items 2, column B on page 28.)

# SCHEDULE "C" - SECURITIES

73. Provide the information in the table below for all stocks, bonds, mutual funds, commodity accounts, options, warrants, etc., held or controlled by you, your spouse or dependent children in any jurisdiction. Whenever interest exists through a mutual fund or holding company, the individual stocks or bonds held by such mutual fund or holding company need not be listed; whenever such interest exists through a beneficial interest in a trust, the securities held in such trust shall be listed if you, your spouse or dependent children have knowledge of what securities are so held. INDICATE PUBLICLY TRADED SECURITIES BY AN ASTERISK( \* ).

CHECK IF HELD BY SPOUSE OR DEPENDENT CHILD	NUMBER OF SECURITIES OR CONTRACTS HELD	TYPE OF SECURITY	NAME OF ISSUING COMPANY OR GOVERNMENT AGENCY/ORGANIZATION	MARKET VALUE AT TIME OF ACQUISITION	DATE OF AND PRICE AT PURCHASE	% OF OWNERSHIP IF GREATER THAN 5%	REGISTERED OWNER	DATE OF VALUATION	CURRENT MARKET VALUE	
					\$ _____				\$ _____	
					<b>TOTAL PURCHASE PRICE</b> (Enter this figure in item 3, column A on page 28.)					<b>TOTAL CURRENT MARKET VALUE</b> (Enter this figure in item 3, column B on page 28.)

# SCHEDULE "D" - REAL ESTATE INTERESTS

74. Indicate below the location, size, general nature, acquisition date and other information requested regarding any real property in any jurisdiction in which any direct, indirect, vested or contingent interest is held by you, your spouse or dependent children, along with the names of all individuals or entities who share a direct, indirect, vested or contingent interest therein.

CHECK IF HELD BY SPOUSE OR DEPENDENT CHILD	ADDRESS PARCEL/LOT NUMBER	LOT SIZE/ STAND NO./ SQUARE FOOTAGE OF BUILDING	TYPE OF PROPERTY	DATE ACQUIRED/ DOWN PAYMENT	INDIVIDUALS OR ENTITIES SHARING INTEREST (INCLUDE % OF OWNERSHIP FOR EACH)	PURCHASE PRICE OF % OWNED	MONTHLY RENTAL INCOME, IF ANY	ESTIMATED MARKET VALUE OF % OWNED
						\$ _____		\$ _____
						<b>TOTAL PURCHASE PRICE</b> (Enter this figure in item 4, column A on page 28.)		<b>TOTAL CURRENT MARKET VALUE</b> (Enter this figure in item 4, column B on page 28.)

## SCHEDULE "E" - CASH VALUE - LIFE INSURANCE

75. Indicate below the information requested with regard to the cash value of all life insurance policies held by you, your spouse or your dependent children.

CHECK IF HELD BY SPOUSE OR DEPENDENT CHILD	DATE PURCHASED	INSURANCE CARRIER POLICY NUMBER	BENEFICIARY(IES)	FACE VALUE	ANNUAL PREMIUM PAYMENTS	CASH SURRENDER VALUE	EFFECTIVE DATE OF CASH SURRENDER VALUE
						\$ _____ <b>TOTAL CASH SURRENDER VALUE</b> (Enter this figure in item 5, column B on page 28.)	

## SCHEDULE "F" - CASH VALUE - PENSION/RETIREMENT FUNDS

76. Indicate below the information requested with regard to the cash value of all retirement/investment/pension funds\* held by you or your spouse.

CHECK IF HELD BY SPOUSE	TYPE OF FUND	TYPE OF SECURITIES HELD AND ACCOUNT NUMBER, IF ANY	EMPLOYER/ INSTITUTION	CUMULATIVE EMPLOYEE CONTRIBUTION	CUMULATIVE EMPLOYER CONTRIBUTION	CURRENT CASH VALUE	EFFECTIVE DATE OF CASH VALUE
				\$ _____		\$ _____	
				<b>TOTAL CUMULATIVE EMPLOYEE CONTRIBUTION</b> (Enter this figure in item 6, column A on page 28.)			<b>TOTAL CURRENT CASH VALUE</b> (Enter this figure in item 6, column B on page 28.)

\*If you are filing this application in the United States, the information is to include IRA, 401K and KEOGH plans.

## SCHEDULE "G" - VEHICLES

77. Indicate below the information requested with regard to all vehicles owned or leased by you, your spouse, or your dependent children.

CHECK IF HELD BY SPOUSE OR DEPENDENT CHILD	TYPE OF VEHICLE	SPECIFY IF OWNED OR LEASED*	DATE OF PURCHASE/LEASE	MODEL YEAR	MAKE/ MODEL OF VEHICLE	COST**	IF OWNED, CURRENT MARKET VALUE
						\$ _____	\$ _____
<p>*If leased, specify in this column the length of the lease, total lease costs, down payments, monthly payments and number of payments over the life of the lease.</p> <p>**If leased, enter the sum of the down payment plus monthly payments to date as the total cost.</p>						<p><b>TOTAL COST OF VEHICLES</b>                      (Enter this figure in Item 8, column A on page 28.)</p>	<p><b>TOTAL CURRENT CASH VALUE</b>                      (Enter this figure in Item 8, column B on page 28.)</p>

## SCHEDULE "H" - OTHER ASSETS

78. List below the information requested regarding all other assets, including any business investments in which any direct, indirect, vested or contingent is held by you, your spouse or your dependent children. Business interests should include, but not be limited to, joint ventures, partnerships, sole proprietorships, corporations and LLCs. Other assets should include, but not be limited to, art collections, coin collections, and antiques.

CHECK IF HELD BY SPOUSE OR DEPENDENT CHILD	NATURE OF ASSET	DATE OF ACQUISITION	COST	% OF OWNERSHIP INTEREST	DATE OF VALUATION	CURRENT MARKET VALUE
			\$ _____ _____			\$ _____ _____
			<b>TOTAL COST(S) OF OTHER ASSETS</b> (Enter this figure in item 9, column A on page 28.)			<b>TOTAL CURRENT MARKET VALUE OF OTHER ASSETS</b> (Enter this figure in item 9, column B on page 28.)

# SCHEDULE "I" - NOTES PAYABLE

79. List below the information requested with regard to all notes payable for which you, your spouse or dependent children are obligated.

CHECK IF OWED BY SPOUSE OR DEPENDENT CHILD	NAME & ADDRESS OF CREDITOR	ACCOUNT NUMBER, IF ANY	DATE INCURRED	DUE DATE	INTEREST RATE (%)	AMOUNT OF PERIODIC PAYMENT/ PAY PERIOD	ORIGINAL AMOUNT OF NOTE	NATURE OF SECURITY, IF ANY	TOTAL PAYMENTS	OUTSTANDING AMOUNT OF LIABILITY
							\$ _____			\$ _____
							<b>TOTAL ORIGINAL AMOUNT OF NOTES PAYABLE</b> (Enter this figure in item 10, column C on page 28.)			<b>TOTAL AMOUNT OF OUTSTANDING NOTES PAYABLE</b> (Enter this figure in item 10, column D on page 28.)

## SCHEDULE "J" - LOANS AND OTHER PAYABLES

80. List below the information requested with regard to all accounts payable (include lines of credit, installment loans, revolving charge accounts and any other accounts) for which you, your spouse or your dependent children are obligated.

CHECK IF OWED BY SPOUSE OR DEPENDENT CHILD	NAME & ADDRESS OF CREDITOR	ACCOUNT NUMBER, IF ANY	DATE OPENED OR INCURRED	DUE DATE	INTEREST RATE (%)	NATURE OF ACCOUNT	ORIGINAL AMOUNT OF LIABILITY	NATURE OF SECURITY, IF ANY	TOTAL PAYMENTS	CURRENT AMOUNT OUTSTANDING
							\$ _____			\$ _____
							<b>TOTAL ORIGINAL AMOUNT OF LIABILITY</b> (Enter this figure in item 11, column C on page 28.)			<b>TOTAL AMOUNT OF OUTSTANDING LOANS AND OTHER PAYABLES</b> (Enter this figure in item 11, column D on page 28.)

# SCHEDULE "K" - TAXES PAYABLE

81. List below the information requested with regard to all taxes payable for which you, your spouse, or your dependent children are obligated.

Only real estate and income taxes need to be included.

CHECK IF OWED BY SPOUSE OR DEPENDENT CHILD	TAXING AUTHORITY	NATURE OF TAX	DATE AND AMOUNT OF ORIGINAL OBLIGATION	FINES, PENALTIES AND INTEREST, IF ANY	TOTAL AMOUNT DUE
			\$ _____ <b>TOTAL ORIGINAL TAX OBLIGATION(S)</b> (Enter this figure in item 12, column C on page 28.)	\$ _____ <b>TOTAL AMOUNT OF TAXES PAYABLE</b> (Enter this figure in item 12, column D on page 28.)	

## SCHEDULE "L" - MORTGAGES OR LIENS PAYABLE ON REAL ESTATE

82. List below the information requested with regard to all mortgages or liens due and owing on real estate for which you, your spouse or your dependent children are obligated.

CHECK IF OWED BY SPOUSE OR DEPENDENT CHILD	NAME AND ADDRESS OF MORTGAGEE OR LIEN HOLDER	ACCOUNT NUMBER	DATE INCURRED	ORIGINAL AMOUNT OF LIABILITY	DESCRIPTION/ ADDRESS OF REAL ESTATE	TERM OF MORTGAGE/ INTEREST RATE (%)	AMOUNT OF PERIODIC PAYMENT/ PAY PERIOD	CURRENT MORTGAGE BALANCE
				\$ _____				\$ _____
				<b>TOTAL ORIGINAL MORTGAGES OR LIENS PAYABLE ON REAL ESTATE</b> (Enter this figure in item 13, column C on page 28.)				<b>TOTAL MORTGAGES OR LIENS PAYABLE ON REAL ESTATE</b> (Enter this figure in item 13, column D on page 28.)

## SCHEDULE "M" - LOANS AGAINST INSURANCE/PENSION PLANS

83. List below the information requested with regard to all loans against life insurance policies, pension plans, etc., taken by you, your spouse or your dependent children.

CHECK IF OWED BY SPOUSE OR DEPENDENT CHILD	INSURANCE CARRIER/ PENSION PLAN	PURPOSE OF LOAN	ORIGINAL AMOUNT OF LOAN	INTEREST RATE (%)	DATE OF LOAN	PERIODIC PAYMENT AMOUNT/ PAY PERIOD	CURRENT LOAN BALANCE
			\$ _____				\$ _____
			<b>TOTAL ORIGINAL LIABILITY INSURANCE / PENSION LOANS</b> (Enter this figure in item 14, column C on page 28.)				<b>TOTAL AMOUNT OUTSTANDING INSURANCE/PENSION LOANS</b> (Enter this figure in item 14, column D on page 28.)

## SCHEDULE "N" - ANY OTHER INDEBTEDNESS

84. List below the information requested with regard to any other indebtedness for which you, your spouse or your dependent children are obligated.

CHECK IF OWED BY SPOUSE OR DEPENDENT CHILD	NAME AND ADDRESS OF CREDITOR	INTEREST RATE (%)	DESCRIPTION OF LIABILITY, TYPE OF OBLIGATION AND NATURE OF SECURITY, IF ANY	DUE DATE	AMOUNT OF PERIODIC PAYMENT/PAY PERIOD	ORIGINAL AMOUNT OF LIABILITY	OUTSTANDING AMOUNT OF INDEBTEDNESS
						\$ _____	\$ _____
						<b>TOTAL ORIGINAL AMOUNT OTHER INDEBTEDNESS</b> (Enter this figure in item 15, column C on page 28.)	<b>TOTAL AMOUNT OUTSTANDING OTHER INDEBTEDNESS</b> (Enter this figure in item 15, column D on page 28.)

## SCHEDULE "O" - CONTINGENT LIABILITIES

85. List below the information requested with regard to all contingent liabilities for which you, your spouse or your dependent children are obligated.

CHECK IF OWNED BY SPOUSE OR DEPENDENT CHILD	NAME AND ADDRESS OF CONTINGENT CREDITOR	DATE INCURRED	ACCOUNT NUMBER	PRIMARY DEBTOR	DESCRIPTION OF OBLIGATION INCLUDING NATURE OF SECURITY, IF ANY	ORIGINAL AMOUNT OF CONTINGENT OBLIGATION	CURRENT AMOUNT OF CONTINGENT OBLIGATION
						\$ _____	\$ _____
						<b>TOTAL ORIGINAL CONTINGENT LIABILITIES</b> (Enter this figure in item 16, column C on page 28.)	<b>TOTAL AMOUNT OF OUTSTANDI NG CONTINGEN T LIABILITIES</b> (Enter this figure in item 16, column D on page 28.)

86. Provide the names and other information requested of three (3) references over the age of 18 who have known you for at least one year and can attest to your good character and reputation. No person can be a reference who is a member of your family. (Spouse, parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews, nieces, fathers-in-law, mothers-in-law, sons-in-law, daughters-in-law, brothers-in-law and sisters-in-law whether by whole or half blood, by marriage, adoption or natural relationship.)

REFERENCE ONE

Name	_____	Business Address	_____
Address	_____	City, State, Zip	_____
City, State, Zip	_____	Occupation	_____
Telephone No.	_____	How long have you known the reference?	_____

REFERENCE TWO

Name	_____	Business Address	_____
Address	_____	City, State, Zip	_____
City, State, Zip	_____	Occupation	_____
Telephone No.	_____	How long have you known the reference?	_____

REFERENCE THREE

Name	_____	Business Address	_____
Address	_____	City, State, Zip	_____
City, State, Zip	_____	Occupation	_____
Telephone No.	_____	How long have you known the reference?	_____

**Statement and Authorization**

Statement

I am the applicant and I personally supplied the information contained in this application. I understand and read the English language or I have had an interpreter read, explain and record the answer to each and every question on this form. Any document accompanying this application that is not an original document is a true copy of the original document. I swear that the foregoing statements are true.

Notification and Release Authorization

The New York State Gaming Commission is hereby authorized to provide information relative to my identity, including my name, social security number, date of birth, and video lottery gaming license to any other State agency for the purposes of obtaining a license.

To any person and all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, and All Governmental Agencies – federal, state and local, including unemployment insurance agencies, without exception, both foreign and domestic: I have authorized the New York State Gaming Commission and the New York Division of Criminal Justice Services to conduct a full investigation into my background and activities.

I hereby authorize the New York State Gaming Commission to obtain a credit report on me through a credit agency of its choice and I further authorize the New York State Gaming Commission to check my credit record, as needed, on a continuing basis as it relates to my employment or my suitability for employment. If an adverse employment decision is made totally or partially due to the information on the Credit Report, the New York State Gaming Commission will provide me a copy of the Credit Report, a summary of my rights under the Fair Credit Reporting Act, and the source of the credit report so that I may contact the credit agency, if I wish.

Therefore, you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by any employee or agent of the New York State Gaming Commission, provided that he or she certifies to you that I have an application pending before the New York State Gaming Commission or that I am presently a licensee, registrant or other person required to be qualified under New York Tax Law Section 1617-a.

This authorization shall supersede any prior request or authorization to the contrary.

A copy of this authorization shall be considered as effective and valid as the original.

\_\_\_\_\_ (Print Name) \_\_\_\_\_ (Date of Birth)

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
(Social Security #)

\_\_\_\_\_ (Address) \_\_\_\_\_ (City, State, Zip)

DATED: \_\_\_\_\_ (SIGNATURE OF APPLICANT)

Subscribed and sworn to  
before me this \_\_\_\_\_ day

of \_\_\_\_\_,

\_\_\_\_\_  
NOTARY PUBLIC

**Attachment 4-3**

**Video Lottery Gaming Employee Renewal Application**

Video Gaming Facility: \_\_\_\_\_

Name: \_\_\_\_\_, \_\_\_\_\_ Video Gaming Lic#: \_\_\_\_\_  
(Last Name) (First Name)

**NEW YORK STATE GAMING COMMISSION  
VIDEO LOTTERY EMPLOYEE  
RENEWAL APPLICATION FORM**

**RENEWAL INSTRUCTIONS**

**I. COMPLETING THIS FORM:**

- a. You must make accurate statements and include all material facts. **Any misrepresentation, or the failure to provide requested information, will result in the denial of your renewal application.**
- b. Read each question carefully prior to answering. Answer every question completely. Do not leave blank spaces. If a question does not apply to you or you have nothing to disclose, indicate “**Does Not Apply**” in response to that question. Failure to provide a response to every question will result in the rejection of your renewal application.
- c. All entries on this form must be typed or printed in block lettering using dark ink. If your application is not legible, it will not be accepted.
- d. If the space available is insufficient to respond to a question, you are to supply the required information on an attachment page and clearly identify which question you are answering.
- e. If you make any modification to the pre-printed questions or information contained in this form, your application will be rejected. Once your application is accepted, it becomes the property of the New York State Gaming Commission with which it has been filed and will not be returned.

**II. BEFORE YOU SUBMIT THIS FORM TO THE NEW YORK STATE GAMING COMMISSION, BE SURE THAT:**

- a. You have answered every question completely and included all required documentation requested in each question if applicable.
- b. You signed the **Statement and Authorization** at the end of this form in the presence of a notary public.
- c. You have included the Identity Verification Form (Attached). If not being live-scanned fingerprinted, include your fingerprint card along with the Identity Verification Form.
- d. If filing a Video Lottery Gaming Principal/Key Employee Renewal application, you have included the last three (3) years of tax returns.
- e. You have retained a completed copy of your renewal application package for your own records.

**III.** Video Lottery Gaming Service employees and Video Lottery Gaming employees must answer questions on pages 2, 3, 4 and complete page 7 Statement and Authorization Form and page 8 Identity Verification Form. Video Lottery Gaming Principal/Key employees must fill out all pages of this renewal application.

**IV.** In accordance with Privacy Act of 1974 (Title 5 U.S.C. §522a As Amended), disclosure of your social security number is voluntary. Failure to disclose your social security number is not grounds for denial of your application. If provided, your social security number will be used by the New York State Gaming Commission to obtain and verify information in your application for qualification. The absence of a social security number on the application may delay the determination of your application.

<b>NEW YORK STATE GAMING COMMISSION VIDEO LOTTERY EMPLOYEE RENEWAL APPLICATION</b>	<b>VIDEO GAMING FACILITY:</b>
--	-------------------------------

<b>LICENSE NUMBER</b>		<b>POSITION HELD</b>	
-----------------------	--	----------------------	--

<b>NAME:</b>	<b>LAST</b>	<b>FIRST</b>	<b>MIDDLE</b>

If your name has been changed since you were initially licensed or since your last license renewal, include a copy of the applicable marriage license, divorce decree or court order.

<b>ADDRESS:</b>	<b>NUMBER AND STREET OR POST OFFICE BOX</b>	<b>APARTMENT NUMBER</b>

<b>CITY:</b>		<b>STATE:</b>		<b>ZIP CODE:</b>	
--------------	--	---------------	--	------------------	--

<b>SSN:</b>		Under the Privacy Act, disclosure of your social security number is voluntary. Refer to Page 1, Item IV for additional information.
-------------	--	---

<b>HOME TELEPHONE NUMBER:</b>	<b>CELLULAR TELEPHONE NUMBER:</b>	<b>E-MAIL ADDRESS:</b>

**INSTRUCTIONS:** Read and answer each question carefully and completely. Leave no question unanswered. TYPE or PRINT (in ink) all entries except your signature. If you are filing a renewal of a Key Employee License you must complete the FINANCIAL STATEMENT, on Pages 5 and 6, and attach a copy of all tax returns filed with the Internal Revenue Service for the past three (3) years.

<b>1.</b>	<b>If you are not a United States citizen, but you are a legally authorized permanent resident alien or you are authorized to be employed in the United States, please provide your USCIS "A" number or other USCIS authorization in the space provided below.</b>
	USCIS "A" or other authorization number: _____

<b>2.</b>	<b>Indicate your present marital status and any changes since you were initially licensed or since your last license renewal. Check all that apply.</b>												
	<input type="checkbox"/> NO CHANGE <input type="checkbox"/> LEGALLY SEPARATED <input type="checkbox"/> MARRIED <input type="checkbox"/> DIVORCED <input type="checkbox"/> WIDOWED												
	If married, divorced or widowed since you were initially licensed or since your last license renewal, please complete the following:												
	<table border="1"> <thead> <tr> <th>Spouse's Name</th> <th>Marriage / Divorce / Widowed</th> <th>Date of Occurrence</th> <th>Court, if Applicable</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Spouse's Name	Marriage / Divorce / Widowed	Date of Occurrence	Court, if Applicable								
Spouse's Name	Marriage / Divorce / Widowed	Date of Occurrence	Court, if Applicable										

<b>3.</b>	<b>Are you now or have you been engaged in any employment other than by your current employer since you were initially licensed or since your last license renewal? If yes, please complete the following beginning with your current or most recent employment, listing all employment since you were initially licensed or since your last license renewal:</b>	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>												
	<table border="1"> <thead> <tr> <th>Name / Address of Employer</th> <th>Positions Held</th> <th>From: Month/Year</th> <th>To: Month/Year</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name / Address of Employer	Positions Held	From: Month/Year	To: Month/Year									
Name / Address of Employer	Positions Held	From: Month/Year	To: Month/Year											

<b>4.</b>	<b>Have you been reprimanded, suspended, terminated, or asked to leave (for any reason) by an employer since you were initially licensed or since your last license renewal? If yes, please complete the following:</b>	<b>Yes</b> <input type="checkbox"/> <b>No</b> <input type="checkbox"/>												
	<table border="1"> <thead> <tr> <th>Name / Address of Employer</th> <th>Nature of Action</th> <th>Reason</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name / Address of Employer	Nature of Action	Reason	Date									
Name / Address of Employer	Nature of Action	Reason	Date											

5.	<b>Have you applied in any other jurisdiction for a license, permit or other authorization to participate in a lawful gambling operation, including, but not limited to casino gaming, horse racing, greyhound racing, pari-mutuel operation, lottery, sports betting, or other legal gambling since you were initially licensed or since your last license renewal? If yes, please complete the following:</b>				Yes <input type="checkbox"/> No <input type="checkbox"/>
	Name of Lawful Gambling Operation	Position Sought	Licensing Authority	Type of License, Permit or Certificate	Status of Application

6.	<p><b>Have you been convicted of any crime or offense in any jurisdiction since you were initially licensed or since your last license renewal? The word "offense" includes all felonies, crimes, high misdemeanors, misdemeanors, disorderly persons offenses, petty disorderly offenses, driving while intoxicated/impaired motor vehicle offenses and violations of probation or any other court order. If yes, complete the chart below:</b></p> <p><b>NOTE: Failure to disclose any such involvement will be taken into account in assessing your character, honesty and integrity. The New York State Gaming Commission will compare the information you provide with criminal records maintained by federal and state law enforcement agencies.</b></p> <p>Procedures for obtaining a copy of FBI criminal history record are set forth at Title 28, Code of Federal Regulations (CFR), Section 16.30 through 16.33 or go to the FBI website at <a href="http://www.fbi.gov/about-us/cjis/background-checks">http://www.fbi.gov/about-us/cjis/background-checks</a>. Procedures for obtaining a change, correction, or updating of an FBI criminal history record are set forth at Title 28, CFR, Section 16.34 or go to the FBI website at <a href="http://www.fbi.gov/about-us/cjis/identity-history-summary-checks/challenge-of-an-identity-history-summary">http://www.fbi.gov/about-us/cjis/identity-history-summary-checks/challenge-of-an-identity-history-summary</a></p> <p>An applicant may obtain, review and, if necessary, seek correction of his/her criminal history pursuant to New York State DCJS regulation (9NYCRR Part 6050). To obtain further information through procedures established by DCJS, visit <a href="http://www.criminaljustice.ny.gov/ojis/recordreview.html">http://www.criminaljustice.ny.gov/ojis/recordreview.html</a></p>				Yes <input type="checkbox"/> No <input type="checkbox"/>
	Nature of Charge or Offense	Name / Address of Law Enforcement Agency Involved	Date of Charge	Disposition	

7.	<b>Have you ever been arrested or charged for any crime, offense or violation in which action is still pending? If yes, complete the following chart:</b>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	Nature of Pending Charge	Location Where Incident Occurred	Date of Incident	Name / Address of Law Enforcement Agency or Court Involved

8.	<b>Have you been sued or named as a defendant or respondent (including matrimonial matters, negligence matters, auto accident matters, contract matters, collection matters, debt matters, etc.) since you were initially licensed or since your last license renewal? Or have you filed for bankruptcy, had any financial liens or judgments filed against you (including federal and state tax liens, delinquent child support obligations, defaulted student loans, unemployment judgments, etc.) since you were initially licensed or since your last license renewal? Petition and disposition papers must be attached.</b>				Yes <input type="checkbox"/> No <input type="checkbox"/>
	Nature of Suit	Name / Address of Court	Date Filed	Names of Other Parties	Disposition

9.	<b>Have you developed an ownership interest in any entity that conducts business with your current employer since you were initially licensed or since your last license renewal? Do not include publicly traded corporations in which you own(ed) stock. If yes, please complete the following:</b>		Yes <input type="checkbox"/> No <input type="checkbox"/>
	Name / Address of Entity	Nature of Business	Facility

**VIDEO LOTTERY GAMING PRINCIPAL/KEY EMPLOYEE LICENSE HOLDERS ONLY**  
 PLEASE CONTINUE TO THE FOLLOWING PAGES. PLEASE NOTE: YOUR RESPONSES ON PAGES 5 AND 6 SHOULD REFLECT ONLY UPDATES AND CHANGES SINCE YOU FILED YOUR LAST APPLICATION.

**ALL RENEWAL APPLICANTS**  
 PLEASE CONTINUE TO PAGE 7 AND COMPLETE THE 'STATEMENT AND AUTHORIZATION' FORM AND PAGE 8, 'IDENTITY VERIFICATION' FORM.

**NEW YORK STATE GAMING COMMISSION  
VIDEO LOTTERY GAMING PRINCIPAL/KEY EMPLOYEE RENEWAL  
APPLICATION  
FINANCIAL STATEMENT**

**INSTRUCTIONS.** Fill in all spaces; insert 'NONE' where applicable. If more space is needed, attach separate schedule that should be clearly identified as being part of this statement. Such schedules should be signed and dated in the same manner as this statement.

ASSETS	COST AT DATE ACQUIRED OR PURCHASED (A)	CURRENT MARKET VALUE (B)	SPECIAL VALUATION DATE, IF ANY
1. CASH a. ON HAND		a.	b.
b. IN BANK (SCHEDULE A)		b.	
2. LOANS, NOTES AND OTHER RECEIVABLES (SCHEDULE B)			
3. SECURITIES (SCHEDULE C)			
4. REAL ESTATE INTERESTS (SCHEDULE D)			
5. CASH VALUE – LIFE INSURANCE (SCHEDULE E)			
6. CASH VALUE – PENSION/RETIREMENT FUNDS (SCHEDULE F)			
7. VEHICLES			
8. FURNITURE/CLOTHING			
9. OTHER ASSETS (ITEMIZE)			
<b>TOTAL ASSETS</b>			

LIABILITIES AND NET WORTH	ORIGINAL AMOUNT OF LIABILITY (C)	AMOUNT OUTSTANDING (D)
10. LOANS, NOTES & OTHER PAYABLES (SCHEDULE G)		
11. TAXES PAYABLE (SCHEDULE H)		
12. MORTGAGES OR LIENS ON REAL ESTATE (SCHEDULE I)		
13. LOANS AGAINST INSURANCE/PENSION (SCHEDULE J)		
14. OTHER INDEBTEDNESS (SCHEDULE K)		
<b>TOTAL LIABILITIES</b>		
<b>NET WORTH</b> Total Asset (from Column B) Less Total Liabilities (from Column D)		
CONTINGENT LIABILITIES (ITEMIZE)		

**SUPPLEMENTARY SCHEDULES - INSTRUCTIONS:** Fill in all spaces; insert 'NONE' where applicable. Insert the totals from the bold outlined columns in these Supplementary Schedules in the appropriate space in the chart above.

**A. CASH IN BANK.** List all bank accounts (checking, savings, time deposits, certificates of deposit, money market funds, etc.) foreign and domestic, maintained by you, your spouse or dependent children. Identify with an asterisk (\*) any check writing accounts held with brokerage houses, insurance companies, etc.

Name and Address of Institution	Name of Person(s) Appearing On Account	Account Number	Type of Account	Date of Balance	Balance, Enter as Item 1b, Column B

**B. LOANS, NOTES AND OTHER RECEIVABLES.** List all loans, notes, and other receivables held by you, your spouse or dependent children.

Self, Spouse or Dependent Child	Name and Address of Debtor	Interest Rate (%)	Original Loan Amount, Enter as Item 2 A	Original Date of Loan/ Receivable	Due Date	Nature of Security, if any. Indicate if Unsecured	Current Balance, Enter as Item 2 B

**C. SECURITIES.** List all stocks, bonds, mutual funds, commodity accounts, options, warrants, etc., held or controlled by you, your spouse or dependent children. Whenever interest exists through a mutual fund or holding company, the individual stocks or bonds held by such mutual fund or holding company need not be listed; whenever such interest exists through a beneficial interest in a trust, the securities held in such trust shall be listed if you, your spouse or dependent children have knowledge of what securities are so held. **Indicate Publicly Traded Securities by an Asterisk (\*)**

Self, Spouse or Dependent Child	No. of Securities Or Contracts Held	Type of Security	Issuing Company or Government Agency	Date of and Price at Purchase, Enter as Item 3 A	Percentage of Ownership, if greater than 5%	Registered Owner	Date Of Valuation	Current Market Value, Enter as Item 3 B

**D. REAL ESTATE INTERESTS.** Indicate the location, size, general nature, and acquisition date of any real property in which any direct, indirect, vested or contingent interest is held by you, your spouse or dependent children, along with the names of all individuals or entities who share a direct, indirect, vested or contingent interest therein.

Self, Spouse or Dependent Child	Address Parcel/Lot Number	Type of Property	Date Acquired	Individuals or Entities sharing Interest (Include % of Ownership for Each)	Purchase Price of % Owned, Enter as Item 4 A	Monthly Rental Income, if any	Estimated Market Value of % Owned, Enter as Item 4 B

**E. CASH VALUE – LIFE INSURANCE.** List the cash value of all life insurance policies held by you, your spouse or your dependent children.

Self, Spouse or Dependent Child	Date Purchased	Insurance Carrier	Policy Number	Beneficiary(ies)	Face Value	Annual Premium Payments	Cash Surrender Value, Enter as Item 5 B

**F. CASH VALUES – PENSION/RETIREMENT FUNDS.** List the cash values of all pension funds held by you or your spouse. Include IRA, 401K and KEOGH plans.

Self or Spouse	Type of Fund	Type of Securities Held	Employer/Institution	Account Number, if any	Total Employee Contribution, Enter as Item 6 A	Total Employer Contribution	Current Cash Value, Enter as Item 6 B

**G. LOANS, NOTES AND OTHER PAYABLES.** List all accounts payable (include lines of credit, installment loans, revolving charge accounts and any other accounts) for which you, your spouse or your dependent children are obligated.

Self, Spouse or Dependent Child	Name and Address of Creditor	Account Number, if any	Date Incurred	Due Date	Interest Rate (%)	Nature of Account	Original Amount of Liability, Enter as Item 10 C	Nature of Security, if any	Current Amount Outstanding, Enter as Item 10 D

**H. TAXES PAYABLE.** List all real estate and income taxes payable for which you, your spouse or your dependent children are obligated.

Self, Spouse or Dependent Child	Taxing Authority	Nature of Tax	Date and Amount of Original Obligation, Enter as Item 11 C	Fines, Penalties and Interest, if any	Total Amount Due, Enter as Item 11 D

**I. MORTGAGES OR LIENS ON REAL ESTATE.** List below all mortgages or liens payable on real estate for which you, your spouse or dependent children are obligated.

Self, Spouse or Dependent Child	Name and Address of Mortgagee or Lien Holder	Account Number	Date Incurred	Original Amount of Liability, Enter as Item 12 C	Description/ Address of Real Estate	Term of Mortgage/ Interest Rate (%)	Periodic Payment Amount/ Pay Period	Current Mortgage Balance, Enter as Item 12 D

**J. LOANS AGAINST INSURANCE/PENSION.** List all loans against life insurance policies, pension plans, 401K plans, etc. taken by you, your spouse or your dependent children.

Self, Spouse or Dependent Child	Insurance Carrier/Pension Plan	Purpose of Loan	Original Amount of Loan, Enter as Item 13 C	Interest Rate (%)	Date of Loan	Periodic Payment Amount/ Pay Period	Current Loan Balance, Enter as Item 13 D

**K. OTHER INDEBTEDNESS.** List any other indebtedness for which you, your spouse or dependent children are obligated.

Self, Spouse or Dependent Child	Name and Address of Creditor	Interest Rate (%)	Description of Liability, type of Obligation and Nature of Security, if any	Due Date	Periodic Payment Amount/Pay Period	Original Amount of Liability, Enter as Item 14C	Outstanding Amount of Indebtedness, Enter as Item 14 D

**Statement and Authorization**

**Statement**

I am the applicant and I personally supplied the information contained in this application. I understand and read the English language or I have had an interpreter read, explain and record the answer to each and every question on this form. Any document accompanying this application that is not an original document is a true copy of the original document. I swear that the foregoing statements are true.

**Notification and Release Authorization**

The New York State Gaming Commission is hereby authorized to provide information relative to my identity, including my name, social security number, date of birth, and video lottery gaming license to any other state agency for the purposes of obtaining a license.

To any person and all Courts, Probation Departments, Selective Service Boards, Employers, Educational Institutions, Banks, Financial and Other Such Institutions, and All Governmental Agencies – federal, state and local, including unemployment insurance agencies, without exception, both foreign and domestic: I have authorized the New York State Gaming Commission and the New York State Division of Criminal Justice Services to conduct a full investigation into my background and activities.

I hereby authorize the New York State Gaming Commission to obtain a credit report on me through a credit agency of its choice and I further authorize the New York State Gaming Commission to check my credit record, as needed, on a continuing basis as it relates to my employment or my suitability for employment. If an adverse employment decision is made totally or partially due to the information on the Credit Report, the New York State Gaming Commission will provide me a copy of the Credit Report, a summary of my rights under the Fair Credit Reporting Act, and the source of the credit report so that I may contact the credit agency, if I wish.

Therefore, you are hereby authorized to release any and all information pertaining to me, documentary or otherwise, as requested by any agent of the New York State Gaming Commission, provided that he or she certifies to you that I have an application pending before the New York State Gaming Commission or that I am presently a licensee, registrant or other person required to be qualified under New York Tax Law Section 1617-a.

This authorization shall supersede any prior request or authorization to the contrary.

A copy of this authorization shall be considered as effective and valid as the original.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date of Birth)

\_\_\_\_\_-\_\_\_\_\_-\_\_\_\_\_  
(Social Security #)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

DATED: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE OF APPLICANT)

Subscribed and sworn to  
before me this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

# NEW YORK STATE GAMING COMMISSION

## IDENTITY VERIFICATION FOR VIDEO LOTTERY LICENSING

\_\_\_\_\_  
(Name of Person Being Fingerprinted)

The above person has been fingerprinted for video lottery licensing and has established his or her identity to a reasonable certainty for the purpose of fingerprint verification. To establish their identity, the above person has provided the following documents as noted by marking an "X" in the appropriate space.

**(a) One (1) of the following authentic documents (mark ONE):**

- A current United States passport;
- A certificate of United States Citizenship, or a Certificate of Naturalization, issued by the appropriate federal agency; or
- A current alien registration card issued by the appropriate federal agency which contains a photograph and fingerprints; **OR**

**(b) Any two (2) of the following authentic documents (mark TWO):**

- A certified copy of a birth certificate issued by a state, county or municipal authority in the United States bearing an official raised seal;
- A current driver's license issued by the New York State Department of Motor Vehicle or similar agency or another state containing a photograph and identifying information such as name, date of birth, gender, height, color of eyes and address;
- A current identification card issued to persons who serve in the United States Military or their dependents by the United States Department of Defense containing a photograph and identifying information such as name, date of birth, gender, height, color of eyes and address;
- A current identification card issued by a federal, state or local government agency containing a photograph and identifying information such as name, date of birth, gender, height, color of eyes and address;
- An unexpired foreign passport with an authorization issued by the United States Citizenship and Immigration Services containing a photograph and identifying information such as name, date of birth, gender, height, color of eyes and address.

---

To be filled out by the individual verifying identity and/or taking fingerprints:

Verified by:

\_\_\_\_\_

Print name

\_\_\_\_\_

Date

\_\_\_\_\_

Signature



REQUEST FOR PROPOSALS  
FOR BACKGROUND INVESTIGATION SERVICES

Round 1 – Questions and Answers

August 21, 2015

**Part 2 – Contractual Provisions**

Section 2.8 – Vendor Identification Number

Q.1: How do we obtain a NYS bidder Identification number? Do we obtain this number before we submit our response to the RFP?

**A.1: A Statewide Financial System (“SFS”) Vendor Identification Number (“VID”) is required for all vendors doing business with New York State. The VID is only required when you are the apparent winner and is initiated by completing a Substitute W-9 Form, which is included in the RFP as Appendix F. Please refer to Section 2.8 of the RFP.**

**Part 3 – Scope of Work**

Section 3.1 - Scope

Q.2: Scope of Work, Part 3, p. 35 Can you define what you are looking to complete the audit and investigative plan for each applicant?

**A.2: The respondent is required to provide that in the Work Plan (Section 4.6) as part of its Proposal.**

Q.3: In the past term of this contract how many times did your provider have to conduct field investigations/interviews and if so to what extent?

**A.3: This information is unavailable. The investigation/interview will depend on the applicant. To the extent that field investigations will assist with completing the scope, they may be a part of the investigation. Other**

**resources may be available which will satisfy the investigation, without conducting an in-person interview.**

Q.4: What specific interview questions would be requested and could you provide a sample of same?

**A.4: There are no predetermined interview questions. The interviewer may ask whatever relevant questions are necessary to complete the investigative report.**

Q.5: Is there currently a process the Gaming Commission Licensing Unit maintains to ensure applicant cooperation with investigations?

**A.5: If an applicant refuses to respond, it could negatively impact their license.**

Q.6: Regarding criminal searches, can you expand the search parameters? For example, does NYS want 7 or 10 year searches? Using provided or developed names and addresses?

**A.6: a. The search should be 10-year.  
b. The names and addresses utilized would depend on the applicant and the search results.**

## **Part 4 – Information Required from Bidders**

### **Section 4.3 – Vendor’s Qualifications**

Q.7: In section 4.3 the stated requirement is for [company] to provide “client lists for the past 3 years.” Whilst [company] is happy to submit a sampling of clients who are willing to waive confidentiality provision, it would be irregular for a firm engaged in private investigation to reveal the entirety of its client list as industry standard requirements would prevent its disclosure. Please clarify the requirement in this section. Even if such information were to be labelled proprietary and confidential for the purpose of the contract it would violate most basic standards.

**A.7: Reference to “client lists for the past 3 years” has been removed from Section 4.3.**

Q.8: We noticed that you asked for a client list herein. Due to the confidentiality of our client relationships would it be possible to provide this at a later stage should we be considered?

**A.8: See A.7.**

Q.9. Does redacting our client list (or other confidential information) in a redacted version guarantee that this information will not be publicized in any capacity? Or, should we submit a formal request with our proposal to exempt this information from disclosure? (see page 11, 1.15.) If the latter, is this information guaranteed to remain confidential?

**A.9: The requirement for a client list has been deleted from the reissued RFP.**

Q.10: Do compilations prepared by a certified public account satisfy the requirement delineated in section 4.3?

**A.10: Yes, compiled financial statements completed by the firms independent CPA would be sufficient. The reissued RFP has been revised.**

Q.11: How detailed should the analysis of financial statements and business tax returns be?

**A.11: The depth of review should be detailed enough to give an accurate picture of the applicant's financial viability. At a minimum, the review should include financial ratios (debt to equity), liens and judgements, income/expenses/liabilities, bankruptcies.**

Q.12: Are audited financial statements for the past two years a strict requirement? (see page 40, 4.3.). Would compiled financial statements, completed by the firms' independent CPA suffice?

**A.12: See A.10.**

Q.13: The RFP addresses conducting backgrounds for higher level applicants both individual and enterprise. These require applicant establishing "financial stability." Please explain what the Commission's expectation is for the depth of the review of the filings by applicant, for example, tax returns and business/personal income and disbursements, etc.?

**A.13: See A.11.**

#### Section 4.6 – Work Plan

Q.14: Is it possible for the Gaming Commission to supply a redacted sample of reports (i.e names and personal identifiers blacked out) that it may be currently receiving as a part of its licensing requirement to demonstrate format?

**A.14: No, as required in Section 4.6 Work Plan, the bidder is required to submit, with their proposal, a sample background report that includes a representative sample of each service offering for each Applicant type. Please see RFP Section 3.1.C for content. Each bidder will be scored in part by their capabilities on reporting.**

Q.15: Is there an approved format for the audit and investigative plan required for each applicant?

**A.15: There is no standard format required. We require the ability to track how the investigation is progressing. Please refer to Sections 3.1.A and 4.6.A of the RFP.**

Q. 16: Can you provide us with a copy of a sample previous report including audit to get an idea of the expected format?

**A.16: See A.14.**

Q.17: Will there be a structured format for the required investigative reports submitted to the Commission submitted in performance of this contract?

**A.17: See A.14.**

Q.18: Do you require any type of social media searches on the applicants and businesses?

**A.18: To the extent the search assists with completing the scope of services under the contract, the social media search may be part of the investigative process.**

Q.19: Will there be time limits set for the applicant to respond to information requests from the background investigator?

**A.19: The only time limits set by the Commission, as defined in RFP Section 3.1.A, is to submit the investigative report within 60 days of assignment. Also, see A.5.**

Q.20: What is the anticipated volume of new applicants and renewal applicant investigations?

**A.20: Refer to Attachment 2 - Pricing Proposal Form for estimated quantities.**

Q.21: Do you conduct international searches/background investigations? If so, what countries and what searches?

**A.21: a. Yes. See A.20.  
b. Each search is dependent upon the Application.**

Q.22: Of the stated "70 Video Lottery Gaming Agents or Vendors and 1250 Principal or Key Employees, with potential additional 160 Key employees in two OTBs," how many are immediately due for renewal?

**A.22: The number of applications that may be immediately due at the on-start of the contract will depend largely on when the contract is awarded and ultimately effective (following all required approvals). Following the effective date of the contract, the Commission will consider the number of renewals due at that time and will adjust the due dates accordingly.**

Q.23: Of the numbers of licensees identified in [Q.22] above, what is the regional distribution, by facility, across the State?

**A.23: The percentages are as follows: Downstate 63%, Capital district 11%, Western NY 21%, Catskills 5%.**

Q.24: Is the selected vendor responsible for validating all information disclosed in the Business and Individual Applications provided by the lottery gaming vendors? For example, there are a number of items asked in the Individual and Business Applications which are not part of the Scope of Work, including for Business Applicants: present and former businesses engaged in by the applicant; stock information; annual compensation of partners, officers, and directors; type, terms, and conditions of all securities options; contracts over \$50,000 in value; and for Individual Applicants: ownership interest in any business entity licensed by the New York State Gaming Commission; family members ownership interest in alcoholic beverage entities; brokerage or margin accounts with any securities or commodities dealers; life insurance plans; pension/retirement funds, among others. Is the selected vendor required to validate all of this information as well?

**A.24: Yes, the contractor will be responsible for validating all such information.**

Q.25: What is the approximate volume of applicants (both business and key employees) who will require a background report each month?

**A.25: See A.20.**

#### Section 4.7 – Pricing

Q.26: On average, what was the average charge per background investigation completed both per individual and also per business?

**A.26: This information is available as provided under the Freedom of Information Law. You may contact the Commission's FOIL Officer as follows: [Foil.Requests@gaming.ny.gov](mailto:Foil.Requests@gaming.ny.gov).**

Q.27: The Pricing Proposal references cost for International Searches. Does the NYS Gaming Commission have an idea of where the search may take place (specific countries), or what specific countries has it completed similar services for in the past?

**A.27: See A.21.**

Q.28: Pricing – Is the price being quoted inclusive of all out of pocket costs and expenses?

**A.28: Yes, pricing is all-inclusive.**

### GENERAL

Q.29: Will you require separate accounts for each facility?

**A.29: No, all billing is through the Commission.**

Q.30: Please disclose any companies that may have current contracts with the Gaming Commission providing services.

**A.30: Pinkerton Consulting & Investigations, Inc. currently provides background investigation services for video lottery terminal employees and vendors.**

Q.31: Who is the incumbent contractor?

**A.31: Pinkerton Consulting & Investigations, Inc.**

Q.32: What is the value of the current contract?

**A.32: The value for the term of the prior contract, June 17, 2008 – December 31, 2015 is \$1,147,110.00.**

Q.33: What is your current spend for background investigations (2015 year to date, and each year prior through 2012).

**A.33: The amount spent per Fiscal Year to date is \$705,265.14:**

6/17/08 – 3/31/09:	\$ 63,272.50
4/1/09 – 3/31/10:	\$ 83,940.00
4/1/10 – 3/31/11:	\$ 95,800.00
4/1/11 – 3/31/12:	\$ 78,430.00
4/1/12 – 3/31/13:	\$ 88,338.14
4/1/13 – 3/31/14:	\$116,800.00
4/1/14 – 3/31/15:	\$140,284.50
3/31/15 – Current:	\$ 38,400.00

Q.34: Who is your current provider?

**A.34: See A.31.**

Q.35: Is there a current contract for these services in place and if so, can you reveal the name of the current contract holder?

**A.35: See A.31.**

Q.36: What year(s) did the previous contract cover?

**A.36: See A.32.**

Q.37: What was the grand total Cost for the currently awarded contract?

**A.37: See A.32.**

Q.38: Can you reveal the line item pricing for the previously awarded contract?

**A.38: See A.26.**

Q.39: If we employ a CPA firm to review the financials of an Applicant, do they also need to possess a valid Private Investigators License?

**A.39: No, but if investigative work is sub-contracted, the sub-contractor must possess a valid Private Investigators License.**

Q.40: Who is your current vendor?

**A.40: See A.31.**

Q.41: Can you provide current pricing for the services required?

**A.41: See A.26.**

Q.42: Will there be an award to more than one contractor under this contract?

**A.42: No. Only one contract will be awarded under this solicitation.**

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Round 2 – Questions and Answers

August 31, 2015

**General**

Q.43: Are we to submit a flat-fee figure for international searches? How do we account for the major cost variations in different international jurisdictions in our pricing proposal?

**A.43: a) Yes.**

**b) Based on our current providers, typical searches include Canada or Malaysia, although it is possible that other jurisdictions may be required from time to time.**

Q.44: Was Pinkerton the lowest priced bidder in the last round?

**A.44: The Proposals were scored on a Best Value basis. Pinkerton received the highest combined score (combination of technical and price). For specific pricing information, you may contact the Commission's FOIL Officer as follows: [Foil.Requests@gaming.ny.gov](mailto:Foil.Requests@gaming.ny.gov)**

Q.45: What was the average cost per investigation paid to Pinkerton?

**A.45: This information is available as provided under the Freedom of Information Law. You may contact the Commission's FOIL Officer as follows: [Foil.Requests@gaming.ny.gov](mailto:Foil.Requests@gaming.ny.gov).**

Q.46: Can you clarify what the expenditure was per year for the last contract period?

**A.46: Please refer back to Amendment One, A.32 and A.33.**

Q.47: How many firms submitted a proposal for consideration for the last contract period?

**A.47: 14**

Q.48: How do you suggest that information such as stock information, annual compensation of partners, and contracts over \$50,000 in value be verified?

**A.48: Verification should be made against the best available documentation. It is up to the contractor to determine the most practicable means.**

Q.49: Will the incumbent contractor be allowed to reapply for this bid?

**A.49: Yes.**

Q.50: Who was the contractor before Pinkerton?

**A. 50: In 2001, enabling legislation authorized the Lottery to conduct video gaming at racetracks in New York State. Pursuant to legislation, the Lottery promulgated a Code of Rules & Regulations requiring the licensure of all video gaming agents, principals, key employees, and vendors. These background investigations were conducted by the New York State Police Casino Detail Unit until they were redeployed and no longer available to conduct background investigations. The first RFP for this service was issued on February 13, 2008, under which Pinkerton was deemed the successful bidder.**

Q.51: Was Pinkerton the sole contractor for the last contract period? Or, did they work in conjunction with another firm?

**A.51: Pinkerton has been the sole contractor under the current contract; however, some services have been provided through subcontracting with MWBE firms.**

Q.52: Would the Commission accept a bid and performance bond in lieu of the litigation bond? If so, what amount would be required for each bond?

**A.52: No.**

Q.53: In reference to the last responses for inquiries, in A.32 the commission explained, "the value for the term of the prior contract, June 17, 2008 – December 31, 2015 is \$1,147,110.00." However, in A.33, the commission explained, "the amount spent per Fiscal Year to date is \$705,265.14." Can you please mitigate the discrepancy? Does the commission expect an approximate \$441,845 to be spent between now and December 31, 2015?

**A.53: No, we do not necessarily anticipate spending the difference through the end of the contract term. The contract value pertains to the total estimated value for the contract period including amendments. The value placed on a contract is an estimate only. The actual expenditures reflect what was spent.**

## **Part 2 – Contractual Provisions**

Q.54: For the submittal copies that you're asking to be redacted, which parts shall we redact? Any mention of our company's name, logo, personnel names?

**A.54: It is up to the bidder to determine what parts should be redacted. Please refer to Section 1.5 of the RFP.**

Q.55: As Pinkerton is the incumbent, may we use our existing insurance certification (which names NY Gaming), or do you need us to get new certification for the proposal submission?

**A.55: As long as the existing insurance certification is valid, up-to-date, and meets the requirement of the current RFP, there is no need to submit additional insurance certification.**

Q.56: Regarding Section 1.19 of the RFP, please provide us with a sample litigation Bond.

**A.56: Please see the attachment at the end of the Q&A for sample Litigation Bond.**

Q.57: The Document Submittal Checklist indicates that the Proposed Utilization Plan, including estimated value of award for each MWBE firm, must be included with the proposal; however section 2.14 Proposal and contract requirements indicates that the successful vendor must submit the complete Utilization Plan (Appendix J-5) within 14 days of notification of the contract award. Can you clarify when the Utilization Plan is to be submitted?

**A.57: The Utilization Plan that is due with the proposal is an estimated use of MWBE firms, as it may be difficult to secure vendors before an award is made. The final utilization plan is required within 14 days of notification of award. It is expected that every effort will be made to utilize firms identified on the final utilization plan throughout the term of the contract.**

### **Part 3 – Scope of Work**

Q.58: Did Pinkerton work in conjunction with the New York State Police to complete these investigations?

**A.58: No.**

Q.59: Do you expect an increase in the number of investigations to be completed per year for this contract period as opposed to the last contract period?

**A.59: The number of investigations fluctuated throughout the prior term based on turnover, renewal due dates, and opening or closing of facilities. Please refer to RFP Section 1.3 for anticipated changes for the new contract term.**

Q.60: How many investigations were completed in each year during the last contract term? How many of these investigations were renewals and how many were new applicants?

**A.60: 2008: 84  
2009: 235  
2010: 176  
2011: 262  
2012: 286  
2013: 438  
2014: 289 (58 renewals)  
2015: 458 (242 renewals)**

**Note: Renewals were not required until 2014. Renewals are required every five years.**

Q.61: The scope of work requires verification of the employee's Professional License/Certifications. What type of license does the Commission require the bidder to validate for Individual Applicants?

**A.61: Any professional license or certification disclosed on the application or discovered during the investigatory process should be verified.**

Q.62: The scope of work requires analysis of personal tax returns for Individual Applicants and business tax returns for Business Applicants. How many years of tax return analysis does the Commission require?

**A. 62: Five years for Individual Applications and Business Applications.**

Q.63: Does the incumbent service provider currently perform all of the services requested in this RFP? If not, what services do they provide; what services do they not provide; and, what services are new requirements of the NYS Gaming Commission in requesting background investigations?

**A.63: This information is not relevant to submission of a Proposal under the current solicitation. The RFP specifies the scope of work to be provided under a resulting contract.**

Q.64: Is the financial analysis of tax returns and financial statements currently performed by the service provider conducted by a CPA, CFA or other credentialed professional?

**A.64: It is not a requirement that the financial analysis of tax returns and financial statements be performed by a credentialed individual, only a qualified individual. However, applicants should mention any credentials held by the reviewer in their work plan.**

Q.65: The RFP was amended to add surveillance and consensual monitoring to the list of investigative techniques. Under what circumstances does the NYS Gaming Commission foresee consensual monitoring and surveillance being part of background investigations?

**A.65: The requirement of consensual monitoring and surveillance is removed. Section 4.6 of RFP has been amended to reflect this change.**

Q.66: Surveillance and consensual monitoring are investigative techniques typically associated with more targeted investigations concerning specific allegations. Is the inclusion of these investigative techniques an indication that the scope of this RFP is being expanded to include whistleblower or other internal investigations? Is so, does this change the numbers on attachment 2?

**A.66: See A.65.**

Q.67: Does the current service provider have an automated, electronic process to provide, monitor and receive the Gaming Commission's investigative reports requests? If so, is this a web based solution currently hosted by the NYS' system or by the service provider's system?

**A.67: The Commission does not currently provide materials to the contractor via an electronic process; however, the contractor, once provided with an Application, does enter information into its own system and provides tracking to the Commission of each investigation.**

Q.68: The RFP mentions the below:

- Perform analysis of personal tax returns for financial stability of financial distress
- Perform analysis of Net Worth Statement for financial stability or indicators of financial distress

We are looking to know if these two services need to be performed by an expert or an investigator?

**A.68: See response A.64.**

#### **Part 4 – Information Required from Bidders**

Q.69: We are creating a newly formed enterprise. What information would then be acceptable to demonstrate the financial viability for this newly formed enterprise: e.g. corporate filings, business bank statements, assets etc. dedicated for the necessary working capital for this contract?

**A.69: Section 4.3 of the reissued RFP has been amended.**

Q.70: For the same newly formed enterprise, what information would be acceptable to demonstrate experience and qualifications for the newly formed enterprise eg. Resume/CVs, experience, licensing, qualifications, etc. of owners, the management team and subcontractors of this newly formed enterprise?

**A.70: Refer to the Minimum Qualifications – Section 1.4 of the RFP. Bidder must meet the minimum qualifications in order to be deemed responsive.**

### **Part 5 – Evaluation and Selection**

Q71. What is the pre-determined formula that you refer to for grading the pricing proposal? (page 45, 5.5)

**A.71:  $L/B \times [35] = P$**

**(L = low bidder; B = bidder being scored; [35] = percentage allocated to cost; P= resultant points)**

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