



Gaming Commission

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

REQUEST FOR PROPOSALS

FOR

**Independent Assessment of the New York Lottery's
Level 4 Application Submission to the World Lottery
Association**

C170009

October 6, 2017

Notice to Bidders

- The Designated Contacts and Procurement Lobbying Restrictions that apply to this Request for Proposals (“RFP”) are outlined in Sections 2.7 and 2.8.
- Bidders are responsible for checking the Commission’s website https://www.gaming.ny.gov/about/procurement_opp.current.php 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.
- By submission of a Proposal in response to this RFP, the bidder agrees to the terms of the Contract in the form incorporated into the RFP, or as revised through the RFP process. The Commission does not intend to negotiate terms of the Contract form after receipt of Proposals (RFP Section 3.2).
- By submission of a Proposal in response to this solicitation, the bidder agrees to comply with the insurance requirements as defined in Section 3.12 of the RFP and as outlined in **Appendix N**.
- To assist bidders in completion and submittal of the required documents, a **Document Submittal Checklist** is incorporated into this RFP as **Attachment 3**.
- **Do not include any pricing in the technical proposal. Technical proposals that contain pricing will be deemed non-responsive and removed from consideration.**
- Bidders choosing not to submit a Proposal in response to this RFP are requested to submit the “**No Bid Response**” form, included in this RFP as **Appendix O**, as the information is useful to the Commission in the planning and development of future RFPs and bidders’ lists.

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PART 1 – OVERVIEW, SCOPE OF SERVICE, BACKGROUND

1.1 **OVERVIEW**

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 an agreement for the independent assessment for the New York Lottery’s (the “Lottery”) Level 4 Certification application submission to the World Lottery Association (“WLA”).

One award will be made from this solicitation. The contract will commence upon approval of the Office of the New York State Comptroller and continue through May 31, 2018. The anticipated start date of the work is February 1, 2018. Section 2.3 of the RFP provides a procurement schedule.

1.2 **SCOPE OF SERVICE**

A. WLA Requirements For Level 4 Certification

The successful respondent to this RFP shall, under the direction of the Communication Office, provide an independent assessment with written findings, on-going consultation, and final assessor report, for the Lottery’s Level 4 Certification application submission to the WLA as further described herein.

The WLA is a member-based organization to advance the interests of state-authorized lotteries. The WLA represents 151 lotteries from 82 countries on all five continents. The WLA has created a Responsible Gaming Framework (“RGF”) with four levels of certification, which lotteries can apply for to demonstrate their commitment to responsible gaming. The New York Lottery is currently certified at Level 3.

It is mandatory that all lotteries seeking Level 4 Certification engage a qualified, external, independent assessor to review the lottery’s Responsible Gaming programs.

Through its submission and accompanying report from an outside assessor, a Lottery seeking Level 4 Certification must demonstrate that they are implementing 10 specific program elements into their day-to-day operations and are continuously improving their programs. The 10 program elements are:

1. Research

A systematic process to support and/or conduct, integrate and disseminate responsible gaming related research.

2. Employee program

A systematic approach to ensure and support the efficient and effective application of responsible gaming principles by all relevant employees.

3. Retailer program

A systematic approach to ensure and support the efficient and effective application of responsible gaming Principles by retailers and their front-line staff.

4. Game design

A systematic approach to applying evidence-based responsible gaming considerations to the design selection and introduction of new lottery and gaming products.

5. Remote gaming channels

A systematic approach to ensure that interactive, remote gaming platforms have safeguards in place that protect the player.

6. Advertising and marketing communications

The application of policies and programs to ensure continuous improvement of responsible marketing and communications practices and application of regulatory codes.

7. Player education

A systematic approach to support, integrate and disseminate information related to good practices in responsible play (“informed player choice”) and treatment referral.

8. Treatment referral

A systematic approach to offering customers with potential or actual gaming addiction problems support, guidance and referral to specialized services if needed.

9. Stakeholder engagement

A systematic approach to identifying, understanding and integrating the interests of decision-makers, decision influencers and other members of society into key responsible gaming-related business decisions and responsible gaming program development.

10. Reporting and measurement

A systematic approach to measuring and reporting on your lottery’s commitments, actions and progress on responsible gaming to relevant internal and external stakeholders.

The WLA's Responsible Gaming Independent Assessment Panel will be the ultimate recipient of the Lottery's submission and accompanying assessor report.

Submitting member lotteries will be certified to the WLA Responsible Gaming Framework (RGF) with the help of an independent assessment panel. This panel is comprised of a selection of international experts from the field of corporate social responsibility. As an independent body, the Responsible Gaming Independent Assessment Panel (RGIAP) will review all submissions for the RGF levels 2–4 and will forward their certification recommendations to the WLA. Through the knowledge and expertise of the RGIAP, the WLA has a reliable and competent partner to aid them in evaluating all submissions and to help them render a correct and precise decision on certification. Their suggestions will also help submitting lotteries to optimize and continually improve their responsible gaming programs.

B. Contractor Responsibilities

The successful bidder will be required to perform the following services in order to assist the Commission in achieving Level 4 WLA Certification.

1. Review the Commission's existing responsible gaming performance against the ten (10) program elements specified in the WLA's RGF and provide feedback necessary for the Commission to sustain or improve performance in those areas, as needed to meet Level 4 benchmarks.
2. Conduct individual, in-person responsible gaming audits of all pertinent gaming operations regulated by the Commission.

Note: the contractor will be required to conduct meetings and reviews on-site at the Commission's headquarters in Schenectady, New York.

3. Provide written findings on responsible gaming preparedness relative to the WLA Level 4 requirements.
4. Work with Commission staff to develop the WLA Level 4 Certification Application.
5. Provide a report attesting to the completeness and viability of the Commission's Application for Level 4 Certification.

1.3 BACKGROUND

The New York State Gaming Commission was formally created via Chapter 60 of the Laws of 2012 as part of the 2012/2013 Enacted State Budget. The measure merged the New York State Division of the Lottery with the New York State Racing and Wagering Board into a single state agency responsible for regulating all aspects of legal gaming and gambling activity in the state.

In recognition of its new regulatory authority, the Commission has partnered with the New York State Office of Alcohol and Substance Abuse Services and the New York State Council on Problem Gambling to form the Responsible Play Partnership (“RPP”) to help create awareness of and find solutions to the issues surrounding problem gambling in NYS. This relationship serves as the foundation for the Commission’s Corporate Social Responsibility efforts. The Responsible Play Partnership meets regularly to address the myriad issues surrounding problem gambling, including, but not limited to, ensuring that gaming venues comply with all rules and regulations and undertake proper outreach measures, reevaluating self-exclusion policies across the state to ensure consistency, and considering the best ways to advance New York’s long-term commitment to prevent and treat compulsive gambling.

PART 2 – GENERAL INFORMATION

2.1 INTRODUCTION

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

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

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

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

2.2 MINIMUM QUALIFICATIONS

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

Sub-contracting is not permitted under the contract awarded under this solicitation; however, a joint proposal, as defined in Section 4.4 (F) of this RFP, is permitted. Under a joint proposal one or both (collectively) of the companies may be used to meet the minimum qualifications.

- A. Bidder must submit evidence that it is an established firm, having at least three (3) years' experience in assurance services.
- B. Bidder must be an established, accredited audit or certification body or a non-governmental organization in gaming or related areas, or a governmental organization exerting regulatory control, directly or on behalf of the regulator, suitably qualified individuals or teams.
- C. Bidder must have demonstrated experience with assuring social responsibility or responsible gaming programs for the gaming industry specifically for Level 4 Certification in the World Lottery Association's RGF.

Bidder must demonstrate experience in:

- Assessing the degree of alignment with the WLA Responsible Gaming Level 4 requirements based at least on 'agreed upon procedures' level of assurance.
- Audit, review and assessment methods to be able to carry out a robust investigation, and to obtain an accurate account of alignment.
- Conducting the assessment according to a submitted assessment plan.
- Drawing objective, independent conclusions.
- Creating a clear decision-making structure to interpret findings and to ensure that proper conclusions are drawn e.g. through a lead assessor, chair or team leader.

Bidders must not:

- Be linked to the "Lottery" in a way that could affect or be perceived as affecting the impartiality of the assessment.
- Have had any significant input into the responsible gaming processes of the "Lottery", or having significantly participated in the design, development, implementation or maintenance of any supporting management systems that contribute to alignment.
- Sub-contract any part of the assignment.

2.3 SCHEDULE

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

| | |
|--|-------------------------|
| Release of RFP: | October 6, 2017 |
| First Round of Bidders' Questions Due: | October 16, 2017 |
| Commission's Response to Questions: | October 17, 2017 |
| Second Round of Bidder's Questions Due: | October 20, 2017 |
| Commission's Response to Questions: | October 23, 2017 |
| Bidder Proposals Due by 3:00 p.m.(Eastern): | November 1, 2017 |
| Anticipated Contract Start: | February 1, 2018 |

2.4 RFP APPENDICES AND ATTACHMENTS

The following documents are incorporated into this RFP:

Appendix A: Standard Clauses for New York State Contracts
Appendix B: Contract Form (incorporates Appendix A)
Appendix C: Procurement Lobbying – Bidder/Offeror Disclosure
Appendix D: Non-Collusive Bidding Certification
Appendix E: New York State Vendor Responsibility Questionnaire
Appendix F: Substitute Form W-9 – 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: Service-Disabled Veteran Owned Business Participation
Appendix L: NY Subcontractors and Suppliers
Appendix M: Vendor Assurance of No Conflict of Interest or Detrimental Effect
Appendix N: Insurer Qualifications and Insurance Requirements
Appendix O: No Bid Response

Attachment 1: Bidder Acknowledgement of Addendum

Attachment 2: Pricing Proposal Form

Attachment 3: Document Submittal Checklist

2.5 BIDDER/CONTRACTOR DIFFERENTIATION

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

2.6 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.

2.7 PERMISSIBLE CONTACTS

Consistent with the public policy established by the Procurement Lobbying Law, described below, the Supervisor of Contract Administration or Contract Management Specialist designated below are the only points of contact 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 OF CONTRACT ADMINISTRATION OR CONTRACT MANAGEMENT SPECIALIST AS NOTED BELOW:

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

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

or

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

2.8 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.

2.9 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 2 of this RFP. **Neither faxed nor telephone questions are acceptable.** If questions are provided via an attachment to electronic mail, the questions must be provided in Microsoft Word format.

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

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

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

2.10 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.

2.11 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

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

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

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

2.12 DESIGNATION OF PROPRIETARY INFORMATION (FOIL)

During the evaluation process, the content of each Proposal will be held in confidence and details of any Proposal will not be revealed (except as may be required under the New York State Freedom of Information Law ("FOIL") or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause substantial injury to the competitive position of a commercial enterprise. This exception applies both during and after the evaluation process.

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

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

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

2.13 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.

2.14 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.

2.15 CONFLICTS OF INTEREST

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

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

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

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

2.16 NEW YORK STATE PUBLIC OFFICERS LAW

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

2.17 ETHICS REQUIREMENTS

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the "Ethics Requirements"). The Contractor certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

2.18 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.

2.19 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.

2.20 NEWS RELEASES

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

2.21 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.

2.22 STATE'S RESERVED AUTHORITY

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

- A. Award a Contract for all, part or none of the services requested by this RFP;
- B. Waive any informality or technical defect if, in the judgment of the Commission the best interest of the Commission will be so served;
- C. Eliminate any non-material specification(s) that cannot be complied with by any of the prospective bidders;
- D. Amend the RFP and direct bidders to submit Proposal modifications accordingly;
- E. Change any of the scheduled dates stated herein;
- F. Reject any or all Proposals received in response to this RFP, and reissue a modified version of this RFP;
- G. Withdraw the RFP at any time, at the sole discretion of the Commission;
- H. Seek clarifications and revisions to Proposals;

- I. Use Proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the request by the Commission for clarifying information in the course of evaluation and/or selection under this RFP;
- J. Disqualify any bidder whose conduct and/or Proposal fails to conform to the requirements of this RFP;
- K. Negotiate with the successful bidder within the scope of the RFP in the best interests of the State;
- L. Request Best and Final Offers;
- M. Set aside the original successful bidder if the Commission determines that the bidder is non-responsible. The Commission may then award a Contract to the responsible bidder with the next highest total combined score.
- N. The Commission reserves the right to stop the work covered by this proposal and the contract at any time that it is deemed the successful bidder is unable or incapable of performing the work to their satisfaction. In the event of such stopping, the Commission shall have the right to arrange for the completion of the work in such a manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful bidder and its surety shall be liable to the State of New York for any such cost on account thereof. In the event that the Commission stops the work as provided thereof, together with the reason thereof, and the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

PART 3 – CONTRACTUAL PROVISIONS

3.1 **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.

3.2 **FORM OF CONTRACTUAL AGREEMENT**

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

Every Bidder responding to this RFP must include in its Proposal a signed Contract in the form attached as **Appendix B**. Signing the contract form and submitting it as part of the technical proposal serves as acknowledgment and agreement to the terms of the Contract if deemed the successful bidder under the RFP process. Therefore, any exception to the Contract must be raised in a bidder question submitted to the Commission pursuant to the Schedule and in accordance with the Question and Answer process, both set forth in this Part 1.

The Commission does not intend to negotiate any changes in the provisions of the Contract subsequent to the receipt of proposals.

Failure to comply with this submission requirement will deem the proposal non-responsive.

3.3 **CONTRACT ELEMENTS**

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

- Appendix A – Standard Clauses for New York State Contracts
- Addendums to the Contract
- Contract
- Clarifications and Addendums to the RFP

- RFP
- Clarifications to the bidder's proposal
- Bidder's proposal

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

3.4 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.

3.5 TERM OF CONTRACT

The contract will commence upon approval of the State Comptroller's Office, and continue through May 31, 2018. **Note:** the work performed by the successful bidder must be complete prior to the May 1, 2018 WLA submission deadline.

3.6 FULL SERVICE

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

3.7 COMPENSATION, INVOICING, AND PAYMENT

Contractor will be compensated for work performed, based on the deliverable price quoted in the Pricing Proposal (**Attachment 2**). Pricing shall be all-inclusive. There will be no reimbursement for travel or other incidentals under the ensuing agreement. Sales tax must not be included on invoices as New York State agencies are tax exempt. A tax exempt form will be provided if needed.

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.

Invoices shall be submitted as a PDF email attachment and directed to the New York State Business Service Center at accountspayable@ogs.ny.gov and copy the Commission's Finance Office at gaming.dl.Financial.Management.Invoices@gaming.ny.gov. The Commission shall promptly process all payments due to the consultant that conform to the provisions of this RFP and are approved by the Commission's Finance Officer, or designee.

3.8. VENDOR IDENTIFICATION NUMBER

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

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

3.9. ELECTRONIC PAYMENT (E-PAY) 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 ("e-pay") 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.

3.10. CONSULTANT DISCLOSURE

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

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

Forms A and B should be completed as follows:

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

3.11 TAX LAW SECTION 5-A

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

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

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

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

3.12 INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS

Insurer qualifications and insurance requirements are provided in **Appendix N** of the RFP. The Contractor must comply with these requirements to remain responsible under the terms of an ensuing agreement.

3.13 EQUAL EMPLOYMENT OPPORTUNITY AND MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION.

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, the New York State Gaming Commission (the "Commission") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of Commission contracts. See Appendix J for detailed information about this program and the responsibilities of the successful bidder awarded a contract through this solicitation based on the participation goal set.

Business Participation Opportunities for MWBEs

There is a **0% participation goal** under this solicitation based on the current availability of qualified MBEs and WBEs.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the respondent agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women. The respondent is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the respondent, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

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

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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

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

3.14 NEW YORK STATE SERVICE-DISABLED VETERAN-OWNED BUSINESSES

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

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

The Commission has established **0% participation goal** for SDVOB Participation, based on the current availability of qualified SDVOBs. Attachment K to this RFQ contains more information about this program.

3.15 SUCCESSFUL BIDDER RESPONSIBILITIES AS PRIMARY CONTRACTOR

The Contractor will be required to assume responsibility for all contractual activities offered in the Proposal. 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.

3.16 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.

3.17 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, suppliers, protégés or other supporting roles.

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

3.18 SUB-CONTRACT APPROVAL

Sub-contracting is not permitted under this RFP.

3.19 DELEGATION AND/OR ASSIGNMENT

No delegation of any duties under the resulting agreement 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 the resulting agreement be permitted to any entity other than Contractor, except by express written consent of the Commission.

3.20 CONTRACTOR CODE OF CONDUCT

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

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

3.21 LICENSED INTELLECTUAL PROPERTY

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

3.22 COMMISSION SECURITY REQUIREMENTS

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

authorization that they are acting on behalf of a designated employer and/or contractor. Only after site authorization is confirmed will access to the Commission site be approved.

A. Physical Security During the Delivery of Contracted Services

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

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

B. Access by Personnel

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

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

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

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

(iii) When an emergency or other circumstances occur which render immediate compliance with the foregoing requirements impractical, the Commission may, in its sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. Such deferment shall not be construed as a waiver of the Commission's right to subsequently require security clearance as to any individual previously granted such temporary access; provided however, that even in such circumstances, the Commission shall approve such individual's access prior to such individual accessing a site, system or data and the Commission may accompany such individual at all times when on-site.

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

3.23 MOST FAVORED NATION

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

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

3.24 OWNERSHIP OF MATERIALS

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

PART 4 – PROPOSAL RESPONSE

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 **TECHNICAL PROPOSAL**

A. Business Organization

The Proposal must include the information listed below.

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

B. Experience of The Bidder's Organization

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

The Proposal must include the following:

1. Description of the experience of the bidder's organization that would be considered relevant to the successful accomplishment of the scope of work required herein.
2. Whether any of the experience described has been due to a subcontractor relationship and to what extent (prime and subcontractor roles and responsibilities).

References

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

- a) If prime bidder only, submit three references.
- b) If submitting a joint proposal, provide two references for each company.

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

C. Project Management and Staffing

The Proposal must include the information listed below.

1. Identify all staff (name and title/position), including a full time dedicated staff project director, and other personnel to be used under an ensuing Contract. The Commission expects that the project director named will have overall responsibility for all work conducted pursuant to this RFP. Exceptions may be made only with the approval of the Commission.

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

2. Provide resumes (not biographies) for all proposed staff indicating the relevant experience of each individual. **Biographies do not provide sufficient information to allow for adequate evaluation of the individual's capabilities.**

3. Indicate the role each staff will have in the project and the anticipated percentage of time allocated for each individual in the proposed work effort.
4. Indicate the organization's hiring practices, including suitability standards.

D. Work Plan

1. Describe how your firm will approach and carry out the project beginning with the initial comprehensive responsible gaming programming review and ending with the Commission's submission of its application for Level 4 Certification to the WLA RGF due May 1, 2018.
2. Provide a timeline for the project, indicating the critical start and end dates for different components of the project to ensure completion and timely submission of the Commission's Level 4 Certification Application by May 1, 2018.

4.2 PRICING PROPOSAL

Utilizing **Attachment 2**, Pricing Proposal form, the bidder must provide an all-inclusive, deliverable price for the work to be completed in accordance with this RFP, including the final report.

Bidders must use Attachment 2 for their Pricing Proposal. Alternate forms will be considered non-responsive.

4.3 PROPOSAL CLARIFICATION PROCESS

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

4.4 PROPOSAL CONTENT AND SUBMISSION

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

A. Proposal Content

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

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

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

B. Proposal Format

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

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

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

Volume I – Technical (non-price) Proposal:

The Technical Proposal must include a transmittal letter, signed in ink by an official authorized to bind the bidder to its provisions, and must include information outlined in the Technical Proposal Submittal Checklist, which is incorporated into the RFP as **Attachment 3**. This checklist must be completed and included with the bidder's Technical Proposal.

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

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

Volume II – Pricing Proposal:

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

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

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

C. Proposal Submission

Both Volumes of each Proposal must be submitted to the Commission as set forth 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.

Technical Proposal

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

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

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

The electronic version must mirror the full Technical Proposal.

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

Pricing Proposal

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

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

The electronic version must mirror the hard copy.

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

Packaging the Proposals

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

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

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

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

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

If a Proposal is to be delivered by a method other than U.S. Postal Service, the bidder should contact the Contract Management Specialist 2 or the Supervisor

of Contract Administration, identified in this RFP, prior to delivery to assure proper receipt of the Proposal. **Fax or e-mail submissions are not acceptable and will not be considered.**

D. Proposal Receipt

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

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

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

E. Late Proposal

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

F. Joint Proposals

Two or more firms may join together to submit a Proposal in response to this RFP. If a joint Proposal is submitted, the Proposal must define the responsibilities that each firm is proposing to undertake. Of the firms submitting a joint Proposal, one must be designated as the primary bidder. Any Contract award issued 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

Multiple Proposals from one bidder is not permitted under this RFP. A bidder shall submit only a single Proposal. However, a bidder may, within the single Proposal, and separate from the response to the requirements of this RFP,

identify options, including solicited and unsolicited products, services, and features, absent of price, which the bidder believes may be appealing and useful to the Commission. The inclusion of options accommodates the purpose of defining alternatives through multiple Proposals.

H. Costs Associated with Preparation of Proposals

The Commission and State shall not be liable for any of the costs incurred by a bidder in preparing or submitting a Proposal, and, therefore, the Commission or State will not assume any responsibility or liability for any costs incurred by a bidder prior to the award and approval of a Contract. The responsibilities and liabilities of the Commission and State shall be limited to those set forth in the Contract.

PART 5 – EVALUATION AND SELECTION

5.1 **INTRODUCTION**

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

5.2 **METHOD OF AWARD**

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

5.3 **EVALUATION METHODOLOGY**

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

Scoring of the technical proposals will be by consensus of the Committee. The pricing proposals will be calculated and scored at the conclusion of the technical proposal scoring process. **The relative weight of technical to price will be: Technical 70%; Price 30%.**

The evaluation and award process will comprise all 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.
- D. Proposal clarifications, if applicable.

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

5.4 INFORMATION FROM OTHER SOURCES

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

5.5 EVALUATION & SELECTION CRITERIA

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

- A. Technical Evaluation - 70%
 - Organization/Experience (25 points)
 - Project Management & Staffing (15 points)
 - Work Plan (30 points)
- B. Pricing Evaluation - 30%

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

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

5.6 FINAL COMPOSITE SCORE/DETERMINATION OF AWARD PROCESS

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

5.7 NOTICE OF AWARD

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

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

5.8 DEBRIEFINGS

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

5.9 PROTEST OR APPEAL

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

- Any protest of the award decision must be filed with the Commission, no later than ten business days following the date of written Notification of Award to the unsuccessful bidder.
- The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest.
- The Commission will conduct a review of the protest and will issue a written determination to the protesting party within 15 business days of receipt of the protest. If additional time for issuance of the determination is necessary, the

Commission will inform the bidder of the delay and of the time frame within which a determination may be expected. The final written determination provided to the bidder will constitute the Commission's final administrative determination of the protest.

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

APPENDIX A

Standard Clauses for NYS Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

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

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

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

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

the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

APPENDIX B

Contract (incorporates Appendix A)

**Independent Assessment of the New York Lottery's
Level 4 Application Submission to the World Lottery Association**

C170009

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

WHEREAS the Commission issued a Request for Proposals ("RFP") on October 6, 2017 soliciting proposals from firms qualified to provide an independent assessment of the Lottery's Level 4 application submission to the World Lottery Association, and the Commission clarified the requirements of the RFP with Addendums, including Questions and Answers, dated October 17, 2017 and October 23, 2017 (collectively, the "RFP"); and

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

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

1. **Scope of Services.** The Contractor agrees to provide the Commission with an independent assessment of the Lottery's Level 4 Application Submission to the World Lottery Association, as more fully set forth in the RFP and the Proposal. Both the RFP and the Proposal are hereby incorporated into this Agreement with the same force and effect as if they were fully set forth herein.

2. **Term.** The Agreement shall commence upon approval of the Office of the State Comptroller, and continue through May 31, 2018.

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

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

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

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

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

(c) In the event that the Agreement is terminated under the provisions of (a) or (b) of this section, Contractor shall be entitled to payment for services rendered and materials provided prior to the termination, and subject to setoff, if any, for claims by the Commission against the Contractor. In no event shall the Commission be liable

for lost profits, incidental, consequential, or special damages based upon the exercise of the Commission's termination rights.

7. Responsible.

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

8. Conflicts of Interest.

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

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

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

9. Confidentiality and Non-Disclosure.

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

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

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

As to the Commission:

Executive Director of the Commission

One Broadway Center

Post Office Box 7500

Schenectady NY 12301-7500

As to the Contractor:

[Name and Address]

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

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

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

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

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

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

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

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

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

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

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

17. Miscellaneous Provisions.

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

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

[CONTRACTOR]

NEW YORK STATE
GAMING COMMISSION

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTORNEY GENERAL

COMPTROLLER
Thomas P. DiNapoli

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Acknowledgement

ACKNOWLEDGEMENT BY INDIVIDUAL

STATE OF _____)

SS.:

COUNTY OF _____)

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

Notary Public

ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION

STATE OF _____)

SS.:

COUNTY OF _____)

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

Notary Public

ACKNOWLEDGEMENT BY CORPORATION

STATE OF _____)

SS.:

COUNTY OF _____)

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

Notary Public

APPENDIX C

Procurement Lobbying Bidder/Offeror Disclosure/Certification Form

BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM

CONTRACT/PROJECT DESCRIPTION: Assessment of Lottery Application for WLA Level 4 Certification

CONTRACT/PROJECT NUMBER: #C170009

RESTRICTED PERIOD FOR THIS PROCUREMENT: October 6, 2017 through approval of the Office of the State Comptroller.

PERMISSABLE CONTACTS: Stacey Relation and Gail Thorpe

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

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

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

Yes No

If yes, please answer the following question:

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

Yes No

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

Yes No

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

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

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

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

Yes No

If yes, provide details:

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

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

3. TERMINATION CLAUSE:

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

I agree

Name of Contractor's Firm/Company: _____

Contractor Address: _____

Contractor's signature: _____

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

Print Name: _____

Occupation of Person signing this form: _____

Email Address: _____

APPENDIX D

Non-Collusive Bidding Certification

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

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

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

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

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

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

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

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

Title

Signature

APPENDIX E

NYS Vendor Responsibility Questionnaire



Gaming Commission

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

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

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

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

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

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

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

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

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

Contractor Name (print)

Signature

Company Name

Date

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

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

COMPLETION & CERTIFICATION

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at 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. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

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

REPORTING ENTITY

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

ASSOCIATED ENTITY

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

STRUCTURE OF THE QUESTIONNAIRE

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

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

| I. LEGAL BUSINESS ENTITY INFORMATION | | | |
|---|------|--|--|
| <u>Legal Business Entity Name*</u> | | <u>EIN</u> (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.

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

I. LEGAL BUSINESS ENTITY INFORMATION

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

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

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

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

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

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

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

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

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

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

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

IDENTIFYING INFORMATION

a) Reporting Entity Name

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

Telephone

ext.

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

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If “Yes,” enter DUNS Number

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

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

Name

Title

**NEW YORK STATE
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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.

III. LEADERSHIP INTEGRITY

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

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

For each “Yes” or “Other” explain:

IV. INTEGRITY – CONTRACT BIDDING

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

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

For each “Yes,” explain:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
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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 |
| 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 |
| 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 |

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

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

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

X. FREEDOM OF INFORMATION LAW (FOIL)

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

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

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

| | | |
|-------|-----------|-----|
| Name | Telephone | Fax |
| | ext. | |
| Title | Email | |

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

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State 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

APPENDIX G

Electronic Payment Request



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

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

Part I: Vendor Information

| | |
|---|--|
| 1. Legal Business Name: | 2. Business name/disregarded entity name, if different from Legal Business Name: |
| 3. Entity Type (Check one only): <input type="checkbox"/> Individual Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Co. <input type="checkbox"/> Corporation <input type="checkbox"/> Not For Profit <input type="checkbox"/> Trusts/Estates <input type="checkbox"/> Federal, State or Local Government <input type="checkbox"/> Public Authority <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Other _____ | |
| <input type="checkbox"/> Exempt Payee | |

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

| | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|
| 1. Enter your TIN here: (<i>DO NOT USE DASHES</i>) See instructions. | <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> | | | | | | | | | | |
| | | | | | | | | | | | |
| 2. Taxpayer Identification Type (check appropriate box): <input type="checkbox"/> Employer ID No. (EIN) <input type="checkbox"/> Social Security No. (SSN) <input type="checkbox"/> Individual Taxpayer ID No. (ITIN) <input type="checkbox"/> N/A (Non-United States Business Entity) | | | | | | | | | | | |

Part III: Address

| | |
|---|---|
| 1. Physical Address: Number, Street, and Apartment or Suite Number | 2. Remittance Address: Number, Street, and Apartment or Suite Number |
| City, State, and Nine Digit Zip Code or Country | City, State, and Nine Digit Zip Code or Country |

Part IV: Certification and Exemption from Backup Withholding

Under penalties of perjury, I certify that:

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

Sign Here:

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

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

| | |
|-----------------------------|---------------------|
| Primary Contact Name: _____ | Title: _____ |
| Email Address: _____ | Phone Number: _____ |

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

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

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

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

Part I: Vendor Information

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

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

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

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

Part III: Address

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

Part IV: Certification and Exemption from Backup Withholding

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

Part V: Vendor Primary Contact Information

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

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

NYS Office of the State Comptroller

Instructions for Electronic Payment (ePayment) Request

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

Notification Required under Personal Privacy Protection Law: The information provided on this form is required under Section 109 of the New York State Finance Law, as well as the New York State and Federal tax laws (See New York State Tax Law § 674, 26 USC §6041). This information will be provided only to the designated financial institution(s) and/or their agent(s) for the purpose of processing payments, and for other official business of the Office of the State Comptroller. No further disclosure of this information will be made unless such disclosure is authorized or required by law. The information provided is maintained in New York State's Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

Part I: NYS Vendor Information

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

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

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

Part II: Type of ePayment Request

Select one of the following options (Required):

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

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

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

Part III: Vendor Certification

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

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

Title (Required): Contact's title

Email Address (Required): Contact's email address

Phone Number (Required): Contact's phone number

Part IV: Financial Institution Information

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

Type of Account: Savings or Checking Account

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

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

Part V: Financial Institution Certification

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

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

Title (Required): Institution Officer's title

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

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

APPENDIX H

Consultant Disclosure

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

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

FORM A

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

State Agency Name: NYS Gaming Commission
 State Agency Department ID: 20050 Agency Business Unit:
 Contractor Name: Contract Number: C170009
 Contract Start Date: / / Contract End Date: / /

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

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature: _____

Date Prepared: / /

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

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

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

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

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

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

APPENDIX I

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

ST-220-CA: Contractor Certification to Covered Agency

ST-220-TD: Contractor Certification to Tax Department



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

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

(name)

(title)

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

(Mark an X in only one box)

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

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

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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

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

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

Notary Public

Registration No.

Privacy notification

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

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

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

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

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

Need help?

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

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

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

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



Contractor Certification

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

ST-220-TD

(4/15)

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

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

General information

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

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

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

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


Mail completed form to:

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

Privacy notification

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

Need help?


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

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

Telephone assistance

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

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

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

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

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

Section 1 – Contractor registration status

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

Section 2 – Affiliate registration status

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

Section 3 – Subcontractor registration status

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

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

APPENDIX J

EEO and M/WBE Program

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

J-1: Work Force Employment Utilization Report Instructions

J-2: Work Force Employment Staffing Plan

J-3: Work Force Employment Periodic Report

J-4: MWBE Utilization Plan Form

J-5: MWBE Quarterly Subcontracting/Supplier Activity Report

J-6: MWBE Quarterly Subcontracting/Supplier Activity Report Business Information Report

J-7: MWBE Request for Waiver Form

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

I. General Provisions

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

II. Contract Goals

For purposes of this solicitation, the Commission hereby establishes an overall goal of **0%** for MWBE participation, based on the current availability of qualified MBEs and WBEs.

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

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

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

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

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

III. Equal Employment Opportunity (“EEO”)

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

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

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

C. Form J-2- Staffing Plan

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

D. Form J-3 - Workforce Utilization Report

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

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

IV. MWBE Utilization Plan

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

V. Waivers

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

VI. Quarterly MWBE Contractor Compliance Report

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

VII. Liquidated Damages - MWBE Participation

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

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

M/WBE AND EEO POLICY STATEMENT

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

M/WBE

EEO

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

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
 - (2) Request a list of State-certified M/WBEs from the Commission and solicit bids from them directly.
 - (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
 - (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
 - (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
 - (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that, if legally permissible, bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.
- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
 - (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
 - (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
 - (d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
 - (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

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

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

M/WBE Contract Goals

_____percent Minority and Women's Business Enterprise Participation

_____percent Minority Business Enterprise Participation

_____percent Women's Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____

Instructions for Submitting the Workforce Utilization Report

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

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

Instructions for Completing the Workforce Utilization Report

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

Race/Ethnic Identification

1

Race/ethnic designations do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group with which he or she most closely identifies. No person may be counted in more than one race/ethnic group. In determining an employee's race or ethnicity, a contractor may rely upon an employee's self-identification, employment records, or, in cases where an employee refuses to identify his or her race or identity, observer identification. The race/ethnic categories for this Report are:

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

Resources

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

WORK FORCE EMPLOYMENT STAFFING PLAN

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

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

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

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

EEO-1 JOB CLASSIFICATION GUIDE, 2014

(Effective beginning with the 2014 EEO-1 survey)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As mandated by Article 15-A of the Executive Law and the new subtitle N of 9 NYCRR 540 et seq, the New York State Gaming Commission (the "Commission") has established a goal of 0% participation by New York State Certified Minority and Women owned Business Enterprise (MWBE) as subcontractors/suppliers in this contract. Contractors must submit the attached MWBE Utilization Plan Form indicating how they will intend to comply with the established goals.

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

Completion of the Form:

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

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

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

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

Note: additional sheets may be used if necessary.

Attestation and Form Acceptance

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

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

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

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

AGENCY NAME _____
 AGENCY CONTACT _____
 AGENCY PHONE _____

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

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

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

| | | | |
|--|--------------------------|------------------|------|
| PREPARED BY: (SIGNATURE OF CONTRACTOR) | PRINT NAME OF CONTRACTOR | TELEPHONE NUMBER | DATE |
|--|--------------------------|------------------|------|

| |
|---------------------------|
| FOR OFFICE USE ONLY |
| REVIEWED BY: |
| DATE: |
| MWBE FIRMS CERTIFIED: |
| MWBE FIRMS NOT CERTIFIED: |

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

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

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

SUBCONTRACTING/SUPPLIER ACTIVITY REPORT

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

| | | | |
|--|--------------------------|---------------|------|
| PREPARED BY: (SIGNATURE OF CONTRACTOR) | PRINT NAME OF CONTRACTOR | TELEPHONE NO. | DATE |
|--|--------------------------|---------------|------|

This report is required by contract specifications. Failure to report will result in noncompliance with contract specifications.

*Delete information if reported on previous submittal.

REQUEST FOR WAIVER FORM

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

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

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

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

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

APPENDIX K

Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance



SDVOB UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation #C170009

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

| BIDDER/CONTRACTOR INFORMATION | | SDVOB Goals In Contract | |
|---|--------------------------------|-------------------------|--|
| Bidder/Contractor Name: | NYS Vendor ID: | 0% | |
| Bidder/Contractor Address (Street, City, State and Zip Code): | | | |
| Bidder/Contractor Telephone Number: | Contract Work Location/Region: | | |
| Contract Description/Title: | | | |

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

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

| | | | |
|---|-----------------------------|----------------|--|
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |

| | | | |
|---|-----------------------------|----------------|--|
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |

FOR NEW YORK STATE GAMING COMMISSION USE ONLY

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

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

ADDITIONAL SHEET

| | |
|-------------------------|--|
| Bidder/Contractor Name: | Contract/Solicitation # <u>C170009</u> |
|-------------------------|--|

| | | |
|--|-----------------------------|----------------|
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ % | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ % | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ % | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ % | | |
| SDVOB Subcontractor/Supplier Name: | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
| Address: | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ % | | |

New York State Service-Disabled Veteran-Owned Business Participation

I. Contract Goals

- A. The Commission hereby establishes an overall goal of **0 percent** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at https://ogs.ny.gov/veterans/Docs/CertifiedNYS_SDVOB.pdf.

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

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

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

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Commission.
- C. The Commission will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of the Commission acceptance or issue a notice of deficiency within 20 days of receipt.

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

III. Request for Waiver

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

- waiver request is complete, the Commission shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Commission, but must be made no later than prior to the submission of a request for final payment on the Contract.
 - D. If the Commission, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Commission may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Commission.

IV. Required Good Faith Efforts

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

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

V. Monthly SDVOB Contractor Compliance Report

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

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

VI. Breach of Contract and Damages

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

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

APPENDIX L

Subcontractors and Suppliers

APPENDIX M

Vendor Assurance of No Conflict of Interest or Detrimental Effect

Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

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

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

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

Name, Title:

Signature:

Date:

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

APPENDIX N

Insurance Requirements

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.

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

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

General Conditions

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

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

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

3. Certificates of Insurance/Notices. Contractor shall provide a Certificate or Certificates of Insurance, in a form satisfactory to the Commission, before

commencing any work under this Contract. Certificates shall be mailed using the contact information provided in Part 1 of this RFQ.

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

Certificates of Insurance shall:

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

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

4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to the Commission for any claim arising from the Contractor's Work under this Contract, or as a result of the Contractor's activities. Any other insurance maintained by the Commission shall be excess of and shall not contribute with the Contractor's insurance regardless of the "other insurance clause contained in the Commission's own policy of insurance.

5. Policy Renewal/Expiration. At least two weeks prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the Commission than the expiring policies shall be delivered to the Commission in the manner required for service of notice in Paragraph A.3 above. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Commission, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Commission. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the Commission, shall not give rise to a delay claim or any other claim

against the Commission. Should the Contractor fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the Commission, the Commission may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the Contractor, require the Surety if, any, to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

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

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

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

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

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

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

The following ISO forms must be endorsed to the policy:

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

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

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

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

- 2. Professional Liability.** The Professional and any Professional sub-contractor 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 \$1,000,000 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:

- (1) 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
- (2) 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
- (3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance.

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).

- (b) 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).
- (c) 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.

- (a) 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.
- (b) 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).

- (c) 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).

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 (If coverage is provided by a non-admitted carrier, an ELANY Affidavit must accompany the certificate), and authorized to do business in the State of New York, and are approved by the Commission. Required coverage and limits must be put into effect as of the effective date of the Contract and must remain in effect throughout the term of the Contract, as determined by the Commission. The successful bidder must submit proof of required insurance coverage, and any renewals thereof, to the Commission upon the Commission's request. The Contractor shall notify the Commission of any material changes to the policy, or any cancellations prior to the expiration date. The carrier shall also send notification of cancellation, termination, or failure to renew any policy in accordance with the policy provisions when practicable.



NON-BID RESPONSE

RFP: C170009: Assessment of Lottery Application for WLA Level 4 Certification

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

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

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

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

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

_____ Other: _____

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

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

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

ATTACHMENTS

- Attachment 1: Bidder Acknowledgement of Addendum**
- Attachment 2: Pricing Proposal Form**
- Attachment 3: Document Submittal Checklist**



RFP: C170009 – Assessment of Lottery Application for WLA Level 4 Certification

BIDDER ACKNOWLEDGEMENT OF ADDENDUM

Amendment Number: _____

Date Issued: _____

Summary:

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

FIRM NAME: _____

REPRESENTATIVE SIGNATURE: _____

Pricing Proposal

Please indicate in the field below, the total deliverable price for the required services to be provided under the agreement resulting from this Request For Proposals (RFP), including the final report. The pricing must be all-inclusive.

Total Deliverable Cost \$ _____

Company Name: _____



RFP - C170009 Assessment of Lottery Application for WLA Level 4 Certification

DOCUMENT SUBMITTAL CHECKLIST

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

| Parts 2 and 3 | | Section | ✓ |
|--|--|-----------------|-----|
| Transmittal Letter: Signed, stating proposal valid for 180 days from proposal due date. | | 4.4 | |
| Appendix B: Contract Form (incorporates Appendix A), must be signed | | 3.2 & 3.3 | |
| Appendix C: Procurement Lobbying - Bidder/Offeror Disclosure | | 2.8 | |
| Appendix D: Non-Collusive Bidding Certification | | 2.10 | |
| Appendix E: New York State Vendor Responsibility Questionnaire | | 2.11 | |
| Appendix F: Substitute Form W-9 - Vendor Identification Number - Due subsequent to award | | 3.8 | |
| Appendix G: Electronic Payment Authorization - Due subsequent to award | | 3.9 | |
| Appendix H: Consultant Disclosure - Forms A - Due within 2 Business Days of notice of award | | 3.10 | |
| Appendix H: Consultant Disclosure - Forms B - Due by May 15 each year | | 3.10 | |
| Appendix I: Contractor Certification - Tax Law Section 5-a Form ST220-CA Submit to Commission - Due within 7 calendar days of notice of award | | 2.11 | |
| Appendix I: Contractor Certification - Tax Law Section 5-a Form ST220-TD Submit to DTF - Due within 7 calendar days of notice of award | | 2.11 | |
| Appendix J: EEO and M/WBE Program: | | | |
| J-1 Work Force Employment Report | | 3.13 | |
| J-2 Work Force Employment Staffing Plan | | 3.13 | |
| J-3 Work Force Employment Periodic Report - Due Quarterly | | 3.13 | N/A |
| J-4 MWBE Utilization Plan - Due within 14 days of notice of award | | 3.13 | |
| J-5 MWBE Quarterly Subcontracting/Supplier Activity Report - Due 10 days following the end of the prior quarter | | 3.13 | N/A |
| J-6 MWBE Waiver Request for Wavier Form | | 3.13 | N/A |
| Appendix K: New York State SDVOB Participation | | | N/A |
| K-1 SDVOB Utilization Plan - Due within 14 days of notice of award | | 3.14 | N/A |
| Appendix L: NY Subcontractors and Suppliers | | 3.17 | |
| Appendix M: Vendor Assurance of No Conflict of Interest or Detrimental Effect | | 2.15 | |
| Appendix N: Insurer Qualifications and Insurance Requirements. Statements agreeing to requirements due with proposal. Actual documentation due subsequent to award. | | RFP-p. 2 & 3.12 | |
| Appendix O: No Bid Response. | | RFP p. 2 | |
| Attachment 1: Bidder Acknowledgement of Addendum (for each addendum) | | 2.9 | |
| Attachment 2: Pricing Proposal Form (two pages) | | 3.7 & 4.2 | |
| | | | |
| Designation of Proprietary Information (FOIL) | | 2.12 | |
| Disclosure of Litigation and Other Information | | 2.14 | |
| | | | |
| Part 4 - Proposal Response | | | |
| Technical Proposal (Organization; Experience of Organization, including references; Project Management and Staffing; Work Plan). | | 4.1 | |
| Pricing Proposal (Bidders must use Attachment 2 for their Pricing. Alternate forms will be considered non-responsive | | 4.2 | |

Company Name: _____