



**Gaming
Commission**

**New York State Gaming Commission
REQUEST FOR PROPOSALS**

FOR

**New York Lottery
Video Lottery Central System**

C190001

April 23, 2019

Notice to Bidders

- The Permissible Contacts for this solicitation are Stacey Relation and Alysian Bowers, as noted in Section 1.8 of the Request for Proposals (RFP).
- Bidders are responsible for checking the New York State Gaming Commission's ("Commission") website for updated information relative to the procurement process and the RFP. The Commission will not be responsible for a Bidder's failure to obtain updated information.
- By submission of a Proposal in response to this RFP, the Bidder agrees to the terms of the resulting Agreement in the form incorporated into the RFP as **Appendix B**, or as revised through the RFP process. The Commission does not intend to negotiate terms of the Agreement after receipt of Proposals or following award (Section 2.2).
- By submission of a Proposal in response to this solicitation, the Bidder agrees to comply with the insurance requirements defined in the RFP (Section 2.11).
- The participation goals for Minority and Women-Owned Business Enterprises and Service-Disabled Veteran-Owned Businesses under this RFP are 30% and 6%, respectively. (Sections 2.14 and 2.15).
- To assist Bidders in completion and submittal of the required documents, **Attachment 3, Document Submittal Checklist**, is incorporated into this RFP.
- **Do not include any pricing in the Technical Proposal. Technical Proposals that contain pricing will be deemed non-responsive and removed from consideration.**
- Bidders choosing not to submit a Proposal in response to this RFP are requested to submit the **Non-Bid Response** form, included in this RFP as **Attachment 4**, as the information is useful to the Commission in the planning and development of future RFPs and Bidders' lists.

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PART 1 – GENERAL INFORMATION

1.1 INTRODUCTION

The New York State Gaming Commission (“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 a Video Lottery Gaming Central System Provider contract.

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. A submitted Proposal must include all information and documentation requested throughout this RFP.

The contents of this RFP, any modifications thereto, and the Proposal as submitted (consisting of a Technical Proposal and Pricing Proposal) will become binding contractual obligations on both parties if a Contract ensues. Failure of the Successful Bidder to accept these obligations may result in cancellation of the award.

The Successful Bidder awarded a Contract under this solicitation will provide a video lottery gaming central determinate finite pool system.

Bidders acknowledge and agree that if awarded the video lottery central system provider contract, it is precluded from operating or supplying VLTs or ETGs as a game vendor as it relates to in-revenue gaming as part of the VLT system.

1.2 BACKGROUND INFORMATION

Chapter 383 of the Laws of 2001, as amended by Chapter 85 of the Laws of 2002, provided the New York Lottery (“Lottery”) with the authority to license the operation of Video Lottery Gaming (“VLG”) at certain facilities around New York State. Pursuant to an RFP issued by the Lottery, a central determinant finite pool video lottery central system (“central system”) was procured and placed in operation for the opening of the first VLG facility at Saratoga Casino & Raceway on January 28, 2004.

The New York State Gaming Commission was formally created on February 1, 2013, 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, forming a single state agency responsible for regulating all aspects of legal gaming and gambling activity in the state, including horse racing and pari-mutuel wagering, Class III Indian Gaming, the State lottery (including video lottery terminals), commercial gaming and charitable gaming.

The Commission now administers the VLG program at eight (8) facilities within New York State. On an annual basis, these facilities currently process approximately \$38 billion in

credits played on nearly 19,000 video gaming devices and achieve net win of approximately \$2 billion. The contract with the current video lottery central system provider expires on December 31, 2019 and the Commission is issuing this RFP to procure a central system provider prior to issuing a subsequent RFP to procure video lottery game manufacturers, whose games will connect to the central system via authorized protocols.

1.3 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 a Bidder response to Part 4 of this RFP – Proposal Response.

The Bidder, at the time of its submission of a Proposal in response to this RFP, shall have at least ten (10) years of experience within the gaming industry and been currently operating a casino management system with central monitoring capabilities for at least five (5) years in the capacity of a prime contractor in one or more gaming jurisdictions. While not required, experience operating a central determinate system is preferred.

A Bidder must demonstrate financial stability and shall submit a copy of the Bidder's three most recent audited financial statements demonstrating a clean audit opinion with no "going concern" issues raised by external auditors relating to the most recent financial statement.

1.4 SCHEDULE

The following dates are established for informational and planning purposes. The Commission reserves the right to adjust this schedule, in its sole discretion.

RFP Issued	April 23, 2019
Bidders' First Questions Due by 3:00 pm EST	May 7, 2019
Commission Responses to First Questions	May 10, 2019
Bidders' Second Questions Due by 3:00 pm EST	May 20, 2019
Commission Responses to Second Questions	May 22, 2019
Bidders' Proposals Due by 3:00 pm EST	June 5, 2019
Contract Start Date	October 1, 2019
Conversion Completion	December 31, 2019

1.5 RFP APPENDICES, ATTACHMENTS AND EXHIBIT

The following documents are incorporated into this RFP:

- Appendix A: Standard Clauses for NYS Contracts
- Appendix B: Contract Form (incorporates Appendix A)
- Appendix C: Bidder/Offerer Disclosure/Certification Form
- Appendix D: Non-Collusive Bidding Certification
- Appendix E: New York State Vendor Responsibility Questionnaire
- Appendix F: Substitute W-9 Form – Vendor Identification Number
- Appendix G: Electronic Payment (ePayment) Request
- Appendix H: Contractor Certifications – ST-220-CA and ST-220-TD

Appendix I: Encouraging Use of New York State Businesses in Contract Performance
Appendix J: EEO and M/WBE Program
Appendix K: Diversity Practices (K.1 – K.3)
Appendix L: Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses
Appendix M: Vendor Assurance of No Conflict of Interest or Detrimental Effect
Appendix N: Statement on Sexual Harassment
Appendix O: Anti-Discrimination EO 177 Certification
Appendix P: Insurer Qualifications and Insurance Requirements
Appendix Q: Bond Requirements

Attachment 1: Bidder Acknowledgement of Addendum
Attachment 2: Pricing Proposal Form
Attachment 3: Document Submittal Checklist
Attachment 4: Non-Bid Response

Exhibit 1: Current Gaming Devices

1.6 BIDDER/CONTRACTOR DIFFERENTIATION

Throughout this RFP the terms "bidder", "vendor", "proposer", 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 terms "successful bidder", "contractor", and "firm".

1.7 HEADINGS

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

1.8 PERMISSIBLE CONTACTS

Consistent with the public policy established by the New York State Procurement Lobbying Law, described below, the Contract Management Specialists 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 EITHER OF THE CONTRACT MANAGEMENT SPECIALISTS NOTED BELOW:

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

Stacey Relation, Contract Management Specialist III
Stacey.Relation@gaming.ny.gov

Or

Alysan Bowers, Contract Management Specialist II
Alysan.Bowers@gaming.ny.gov

1.9 PROCUREMENT LOBBYING RESTRICTIONS

As required by the New York State Procurement Lobbying Law (New York 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 in Section 1.8 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 by a Bidder 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 or 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 the Contract.

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

1.10 QUESTIONS AND INQUIRIES

Questions from Bidders regarding this RFP must be submitted via electronic mail to Stacey.Relation@gaming.ny.gov or Alysan.Bowers@gaming.ny.gov, no later than the date

and time specified in the Schedule. **Neither faxed nor telephoned 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 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 of Addendum Form for each addendum with their respective bids.

1.11 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 Proposals, 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 bid, 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 bid.

1.12 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE

Bidder agrees to fully and accurately complete the New York State Vendor Responsibility Questionnaire (hereinafter the "Questionnaire"), which is available online at: <https://www.osc.state.ny.us/vendrep/>

Bidders 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 **New York State Vendor Responsibility Questionnaire, Appendix E**. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the Commission's determination that the Bidder is responsible, and that the Commission will be relying upon the Bidder's responses to the Questionnaire in making that determination. The Bidder agrees that if it is determined by the Commission that the Bidder's responses to the Questionnaire were intentionally false or intentionally incomplete, on such determination, the Commission may terminate the Contract by providing ten (10) days written notification to the Contractor. In no case shall such termination of the Contract by the Commission be deemed a breach thereof, nor shall the Commission be liable for any

damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

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

1.13 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). FOIL 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 you believe should be exempt from disclosure; (b) identify the location (section, page number) of such material; (c) state the reasons why the information should be exempt from disclosure.

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

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

1.14 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 make changes to, a Proposal. Responses must be submitted to the Commission within the time stipulated at the time of the request. As applicable, clarifications will be treated as addenda to the Proposal.

1.15 SITE VISITS AND DEMONSTRATIONS

The Commission may, at its sole discretion, visit any site where the Contractor conducts, or has conducted, operations similar to the services required in this RFP, and may require demonstrations of such equipment as proposed by the Bidder. The Contractor shall

cooperate in arranging and coordinating such site visits, but the Contractor shall not be permitted to pay for any travel, accommodations, or other costs. The Commission staff is limited to travel in North America for any such site visits or demonstrations.

Any site visits and/or demonstrations will be used to substantiate the Technical Proposal.

1.16 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 subcontractor is a subsidiary of a parent entity, the Commission may, in its sole discretion, require the above disclosures from the parent entity.

1.17 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 termination of a Contract. Such disclosures must be included with the Proposal.

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

1.18 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, parents, subsidiaries, or affiliated firms, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Bidder or former officers and employees of the Commission, 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 Commission of, and resolve any such conflicts.
- B. The Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, subsidiaries, or affiliates 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 bid, the Vendor Assurance of No Conflict of Interest or Detrimental Effect form, incorporated into this RFP as Appendix M.

This disclosure obligation is a continuing requirement. Any Bidder awarded a contract under this RFP will have an ongoing obligation to inform the Commission of any actual or apparent conflicts of interest.

1.19 NEW YORK STATE PUBLIC OFFICERS LAW

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

1.20 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 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 the Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

1.21 CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW §139(I)

By submission of this Proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the New York Labor Law. Contractor certification of compliance with State Finance Law §139 (I) is included with this RFP as **Appendix N, Statement on Sexual Harassment**.

1.22 EXECUTIVE ORDER NO. 177 CERTIFICATION

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

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

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and

- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. The certification is included with this RFP as **Appendix O, EO 177 Certification.**

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

1.23 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 the Proposal or termination of the Contract, in the sole discretion of the Commission.

1.24 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 Proposal or terminate a Contract. **This disclosure obligation is a continuing requirement.**

1.25 NEWS RELEASES

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

1.26 ADVERTISING

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

1.27 STATE'S RESERVED AUTHORITY

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

- A. Award a Contract for all, part or none of the services requested by this RFP;
- B. Waive any informality or technical defect if, in the judgment of the Commission the best interest of the Commission will be so served;
- C. Eliminate any non-material mandatory specification(s) that cannot be complied with by any of the prospective Bidders;
- D. Amend the RFP and direct Bidders to submit Proposal modifications accordingly;
- E. Change any of the scheduled dates stated herein;
- F. Reject any or all bids 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 bids;
- I. Use information obtained through site visits, interviews and 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 or nonresponsive. The Commission may then award a Contract to the next lowest responsive and responsible Bidder; and

- N. Stop the work covered by this RFP and the Contract at any time that it is deemed the Successful Bidder is unable or incapable of performing the work to the Commission's satisfaction. In the event of such, 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 thereof. In the event the Commission stops the work as provided herein, together with the reason thereof, the Contractor shall have ten (10) working days to respond thereto before any such stop order shall become effective.

PART 2 - PROVISIONS

2.1 **GOVERNING LAW**

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

2.2 **FORM OF CONTRACTUAL AGREEMENT**

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

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

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

2.3 **CONTRACT ELEMENTS**

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

- Appendix A – Standard Clauses for NYS Contracts
- Addenda to the Contract
- Contract
- Clarifications and Addenda to the RFP
- RFP, Appendices, Attachments and Exhibits
- Clarifications to the Bidder's Proposal
- Bidder's Proposal

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

2.4 SEVERABILITY

If a court of competent jurisdiction determines any portion of this RFP and/or the Contract to be invalid, such portion shall be severed, and the remaining portions of the RFP and/or the Contract shall remain in effect.

2.5 TERM OF CONTRACT

The Contract shall be effective October 1, 2019 through September 30, 2029.

October 1, 2019 through December 31, 2019 shall be the Conversion Period. During the Conversion Period, Contractor will be compensated a percentage of net revenues derived from the number of games that are operating on the Contractor's central system.

Conversion shall be fully completed no later than December 31, 2019.

2.6 ALL-INCLUSIVE

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

2.7 COMPENSATION, INVOICING AND PAYMENT

The Commission shall, each week, utilize video lottery central system reports to calculate the amount of net win and the compensation due and owing to the Contractor consistent with the schedule provided by the Contractor in its Pricing Proposal. For the purposes of the provisions of New York State's State Finance Law and Article 34 of the New York State Tax Law (Lottery Law) permitting the retention of a portion of sales revenues as compensation for services, the Contractor shall be considered a "licensed lottery sales agent" a "licensed lottery retailer" or a "retailer" as that term is used in Article 34 of the New York State Tax Law.

During the Conversion Period, the Contractor will be compensated a percentage of net revenues derived from the number of games that are operating on the Contractor's central system.

2.8 VENDOR IDENTIFICATION NUMBER

Substitute Form W-9 – Vendor Identification Number, incorporated into this RFP as **Appendix F**: 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

the Bidder does 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 SFS.

Note: IRS Form W-9 is not acceptable for this purpose.

2.9 ELECTRONIC PAYMENT (EPAYMENTS) PROGRAM

If awarded a Contract pursuant to this RFP, the Contractor may enroll in the Electronic Payment ("ePayments") program through the OSC. The ePayments program transfers payments directly into a Contractor's bank account sooner than the Contractor would receive a payment by check. Upon execution of the Contract, the Contractor will need to submit an Electronic Payment Request. Additional information and procedures for enrollment into the ePayments program can be found at OSC's website: <http://www.osc.state.ny.us/epay>.

The Electronic Payment Authorization Request is included in this RFP as Appendix G, for reference and convenience.

2.10 NEW YORK STATE TAX LAW SECTION 5-A

The Bidder awarded a Contract pursuant to this RFP must comply with the requirements of New York State 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 H – ST-220-TD and Appendix H – ST-220-CA, must be filed in compliance with Tax Law section 5-a. Any Bidder awarded under this RFP shall, 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 file ST-220-CA with the Commission.

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

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

2.11 INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS

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

In the Proposal, Bidders must provide a statement agreeing that if awarded a Contract under this solicitation, they will comply with the insurer qualifications and insurance qualifications.

2.12 BOND REQUIREMENTS

Bidders are required to obtain bonds as specified in **Appendix Q, Bond Requirements.**

2.13 LIQUIDATED DAMAGES

The Contractor acknowledges:

- A. If the Contractor does not fulfill the obligations of the Contract, damage to the Commission will result.
- B. Establishing the precise value of such damage would be costly, and difficult, and the amount of actual loss may be, or is incapable or difficult of precise estimation.
- C. The liquidated damage amounts specified herein are good faith efforts to quantify the damages that could be reasonably anticipated at the time of making the Contract and are intended to bear a reasonable proportion to the probable loss sustained by the Contractor's failure to fulfill the obligations of this Contract.
- D. The Commission may, therefore, in its discretion, deduct liquidated damages from the compensation otherwise due to the Contractor in the amount of \$1,000 unless otherwise stated herein. All assessments of the liquidated damages shall be within the discretion of the Commission and shall be in addition to, and not in lieu of, the right of the Commission to terminate the Contract or pursue other appropriate remedies, including the right to pursue in a court of competent jurisdiction a claim for actual damages arising from the Contractor's failure to fulfill its obligations under the terms of this Contract.
- E. The Commission shall notify the Contractor in writing of the assessment of liquidated damages for any default specified herein and such damages shall be paid within thirty (30) days of receipt of the assessment notice by deducting such damages from the compensation otherwise due to the Contractor. If payment is not made within such thirty (30) day period, the Commission may collect such damages by making a claim against the performance bond or by any other lawful method.

System Down Time:

The central system shall be "down" no more than two (2) minutes total, during any one (1) gaming day. The central system shall be defined to be "down" if no Video Lottery Terminal (VLT) transactions can be processed on the system. The total time during which a central system is down during the gaming day shall be the sum of all time during such period when the central system is "down."

Whenever cumulative central system down time extends beyond two (2) minutes during one (1) gaming day, liquidated damages may be assessed. The Commission will determine based upon comparable sales days and times, the level of potential lost revenue.

Central System Degraded Performance:

The Commission shall be solely responsible for determining, through internal reporting programs, the degraded performance described herein.

Poll and/or Process

The central system shall have “degraded performance” no more than two (2) minutes total per one (1) gaming day. The central system shall be considered as having degraded performance when the central system cannot poll and/or process transactions from 100 percent of the installed and operational VLTs during the scheduled gaming day. The extent of degraded performance shall be determined by the Commission.

Damage for Poll and/or Process

Whenever the central system has “degraded performance” which collectively exceeds the two (2) minutes per one (1) gaming day, liquidated damages may be assessed. The Commission will determine the extent of degraded performance, as specified above, and will apply the percentage to the damage assessments to determine liquidated damages that shall be assessed for degraded performance.

Other Degraded Performance

The central system shall also be considered to be operating with “degraded performance” if the central system is not capable of performing any other central system functions, including, but not limited to, cashing vouchers or producing accounting reports. The central system shall also be considered to be operating with “degraded performance” if data is not being recorded on media at both the primary and backup sites.

Damage for Other Degraded Performance

The Contractor shall pay the Commission liquidated damages as a result of the total time during each gaming day that the central system is determined to be operating with degraded performance as described above, as follows:

- No damages shall be assessed for the first two (2) minutes of the central system’s degraded performance during any one (1) gaming day; and
- Liquidated damages shall be assessed for each hour or fraction thereof in excess of the first two (2) minutes of central system degraded performance during the relevant gaming day.

Failure to Provide Enhancements:

During the term of the Contract, the Commission and the Contractor shall agree in writing to a schedule for developing, testing, and implementing or installing a modification or enhancement to support an existing game or an addition of a new game.

Once the Commission's request for an agreed upon modification or enhancement has been issued to the Contractor, the Contractor has 15 working days to respond with a written Proposal for delivery of the modification or enhancement. The Commission has the option to make the binding determination of a delivery date of not less than 90 days for modifications and enhancements.

If the Contractor fails to meet any date specified in such a schedule, the Commission may assess liquidated damages of \$5,000 per day for each day of delay regarding the modification, enhancement, or addition of a game.

Untimely or Inaccurate Reports, Media Devices or Data:

The Contractor shall provide reliable and accurate reports, media devices, and data at the times specified by the Commission. For each late or inaccurate report or media device, liquidated damages may be assessed at the rate of \$100 per hour for each hour that the report or media device is late, or for each hour following a notice of deficiency that a report, media device, or data remains inaccurate.

Unauthorized Modifications:

The Contractor shall not modify any software or hardware in the central system without the prior written consent of the Commission, except in emergency situations where specific procedures, including Commission authorization, are followed.

If an unauthorized modification occurs, the Commission may assess initial liquidated damages of \$100,000 and additional liquidated damages of \$15,000 per day for each day between the issuance of a removal order and the actual removal of the unauthorized modification and restoration of the system to its previous operating state.

Production Acceptance Test Following Award:

The Commission will conduct a series of acceptance tests to fully determine pass or fail of the installation or transition in accordance with the specifications of this RFP and the winning Proposal. Failure of the Contractor to pass these tests will result in the Contractor forfeiting the full amount of the performance bond.

The central system will be tested for each and every requirement in this RFP. Until all tests are deemed successful by the Commission, no operational date will be approved. The Contractor's assistance in arranging tests will be necessary. The Commission may utilize the service of an independent contractor to assist in acceptance testing.

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

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

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

The EEO and M/WBE requirements are set forth in Appendix J of this RFP.

The M/WBE goal established under this solicitation is 30%.

2.15 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 Commission recognizes the need to promote the employment of service-disabled veterans and ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Commission contracts.

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

The requirements under this program as they pertain to this RFP are detailed in Appendix L. The use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance is included with this RFP as Appendix L, Participation Opportunities for New York State Service-Disabled Veteran Owned Businesses.

The SDVOB goal established under this RFP is 6%.

2.16 SUCCESSFUL BIDDER RESPONSIBILITIES AS PRIMARY CONTRACTOR

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

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

2.17 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 Contract, either at Contract inception or during the term or any extension thereof.

2.18 NEW YORK STATE SUBCONTRACTORS AND SUPPLIERS

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

Subcontractor and supplier requirements are set forth in Encouraging Use of New York State Businesses in Contract Performance, Appendix I, of this RFP.

2.19 SUBCONTRACT APPROVAL

The Commission must approve subcontractors and may require the Successful Bidder to replace subcontractors who are determined to be unacceptable, either upon inception or during the Term or any extension of the Contract. Subcontractors are subject to background checks of personnel and principals and may also require Bidder licensing.

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

The Contractor may arrange for a portion(s) of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors, subject to approval of the Commission. If the Contractor determines to subcontract a portion of the services, the subcontractor(s) must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Contract must be fully explained by the Contractor to the Commission. As part of this explanation, the subcontractor must submit to the Commission a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this Agreement (See Section 1.18).

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

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Contract including, but not limited to, the body of the Contract, Appendix A – Standard Clauses for NYS Contracts, and the RFP. Unless waived in writing by the Commission, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Commission, as the sole

intended third-party beneficiary of such subcontract. The Commission reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s); this right shall not make the Commission or the State a party to any subcontract, or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Commission.

The Commission reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Contractor and subcontractor(s) is in compliance with all the provisions of this section and any subcontract provisions contained in the Contract.

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

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

2.20 DELEGATION AND/OR ASSIGNMENT

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

2.21 CONTRACTOR CODE OF CONDUCT

The Commission is an extremely sensitive enterprise because of the nature of its 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. Therefore, 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 themselves and their 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; and
- F. Not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Commission employee, or to any individual influencing the outcome of this project.

2.22 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 a failure to perform or a breach of Contract, the Bidder must ensure continued right of use of licensed intellectual property by the Commission. The Commission will not pay a fee for rights already held by the Bidder; however, if fees are incurred for the licensing of intellectual property owned by any third-party relevant to the fulfillment of the services under this RFP, any fees to be paid by the Commission for use of a third-party's intellectual property will be negotiated on a case by case basis. As part of its Proposal, the Bidder must provide a list of any third-party's intellectual property relevant to this procurement that the Bidder is currently licensed to use.

2.23 COMMISSION PHYSICAL 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 the 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 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

1. The Contractor shall be solely responsible for the safety and security of the project sites, facilities, and components under the 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.

2. 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

1. The 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 the Contract. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.
2. The Contractor warrants that individuals performing work under the Contract are legally eligible to work in the United States and that such eligibility shall be maintained during the engagement while the individual is accessing any Commission site, information systems or data contained therein. In addition, prior to accessing any Commission site, project information systems or data contained therein, the Contractor, and its officers, agents, sub-contractors, and their collective employees and independent contractors performing work under this RFP, shall be required to:
 - a. Obtain security clearance from the Commission, which may include, at the Commission's discretion, a criminal history and/or background investigation of individuals proposed to perform work under the Contract. Individuals assigned to the project by or through the Contractor shall be required to submit identifying information to the Commission.
 - b. Obtain from the Commission and prominently display on their person, Commission issued identification cards while physically present at any Commission site.
3. When an emergency or other circumstance occurs which renders immediate compliance with the foregoing requirements impractical, the Commission may, in its sole judgment, defer an individual's compliance with the foregoing requirements and grant temporary access. Such deferment shall not be construed as a waiver of the Commission's right to subsequently require security clearance as to any individual previously granted such temporary access; provided however, that even in such circumstances, the Commission shall approve such individual's access prior to such individual accessing a site, system or data and the Commission may accompany such individual when on-site.
4. The Commission reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, subcontractors, and their collective employees and independent contractors assigned to work under the Contract, to withhold approval

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

2.24 MOST FAVORED NATION

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

Contractor 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, Contractor shall amend the Contract to contain the more favorable terms and conditions.

2.25 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. Contractor agrees that, except where noted, all materials, documents, products, reports, data and other information, whether finished, unfinished, or draft developed, gathered or compiled under the Contract by Contractor, are the sole exclusive property of the Commission and that they shall not be used or destroyed by the Contractor or any other person without express written permission of the Commission.

2.26 TRANSMISSION OF WAGERING INFORMATION

The Successful Bidder must abide by all State and Federal laws pertaining to the transmission of wagering information, including the Federal Wire Act, 18 U.S. Code § 1084.

2.27 NET NEUTRALITY PRINCIPLES

Pursuant to New York State Executive Order 175, Internet Service Providers ("ISPs") contracting with an Affected State Agency must adhere to net neutrality principles and ensure that internet services provided to the Commission include net neutrality protections.

Specifically, ISPs may not block lawful content, applications, services, non-harmful devices, or applications that compete with other services provided by the ISP. By submission of a Proposal, the Bidder agrees to comply with these provisions.

2.27 TECHNOLOGY PROVISIONS

Contractor must be compliant with all New York State security policies and standards, located here: <https://its.ny.gov/eiso/policies/security>.

A. Permitted License Transfers

Should the Commission's business operations be altered, expanded, or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including transfers between agencies, as applicable ("permitted license transfers"). The Commission may make such permitted license transfers, without the need to secure the approval of Contractor, but must give thirty days' prior written notice to Contractor of such transfer. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated system is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or Million Instructions Per Second (MIPS)); or (ii) if the maximum capacity of the consolidated system is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to licensed capacity. In the event that the maximum capacity of the consolidated system is greater than the combined individual license capacity of all licenses running at the new site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

B. No Hard Stop/Passive License Monitoring

Contractor hereby warrants and represents that the licensed product and all upgrades do not and will not contain any computer code that would disable or impair, in any way, its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit the Contractor to access the licensed product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision, the Commission shall not have an adequate remedy at law, including monetary damages, and shall consequently therefore be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which the Commission shall be entitled.

C. Source Code Escrow for Licensed Product

If source code or source code escrow is offered by either Contractor or the manufacturer or developer of the licensed product to any other commercial customers, Contractor shall: (i) provide the Commission with the source code for the licensed product; (ii) place the source code in a third-party escrow arrangement with a designated escrow agent who shall

be named and identified to the Commission, and who shall be directed to release the deposited source code in accordance with a standard escrow agreement acceptable to the Commission; or (iii) certify to the Commission that the licensed product manufacturer/developer has named the State, acting by and through the Commission, as a named beneficiary of an established escrow arrangement with its designated escrow agent, who shall be named and identified to the Commission and licensee, and who shall be directed to release the deposited source code in accordance with the terms of escrow. Source code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the licensed product in the same manner as provided above, and such updating of escrow shall be certified to the Commission in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this clause or certify, immediately upon a change of the escrow agreement.

D. Ownership of and Title to Contract Deliverables

Contractor acknowledges that it is seeking to be commissioned by the Commission to perform the services detailed in this RFP, which may include the development of intellectual property by Contractor, its subcontractors, partners, employees, or agents for the Commission ("Custom Products"). Unless otherwise specified in writing in this RFP, if awarded the Contract, and upon the creation of such Custom Products, Contractor conveys, assigns, and transfers to the Commission the sole and exclusive rights, title, and interest in the Custom Products, whether preliminary, final, or otherwise, including all trademarks and copyrights. Contractor agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction, and marketing by or through Contractor, its agents, employees, or subcontractors. Nothing herein shall preclude Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed in performing services under the Contract in the course of Contractor's business. The Commission may, by providing written notice thereof to Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of taking exclusive ownership and title to such Products. In such case, the Commission shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt, and distribute Custom Products as necessary to fully effect the general business purpose(s) as stated in the RFP and corresponding Contract.

E. Ownership of and Title to Existing Software

Title and ownership to existing software delivered by Contractor under the Contract, which software is normally distributed commercially by the Contractor or a third-party proprietary owner, whether or not embedded in, delivered, or operating in conjunction with hardware or Custom Products, shall remain with the Contractor or the third-party. Effective upon acceptance, such existing software shall be licensed to the Commission and must, at a minimum, grant the Commission a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the Commission as part of its Proposal that adaptation will violate existing agreements or statutes and demonstrates such to the Commission's satisfaction), and distribute existing software to the Commission up to the license capacity stated in the Contract with all license rights necessary to fully

effect the general business purposes stated in the RFP. With regard to third-party software, the Contractor shall be responsible for obtaining these rights at its sole cost and expense.

F. Federal or State Requirements

Contractor shall comply with applicable federal and New York State (state) law and regulations regarding dissemination of personal, private and sensitive data. In the event that it becomes necessary for Contractor to receive Confidential Information as defined within Section 18 of the Contract, which federal or state law or regulation prohibits from disclosure, Contractor hereby agrees to return or destroy all such Confidential Information that has been received from the Commission when the purpose that necessitated its receipt by Contractor has been completed. In addition, Contractor agrees not to retain any Confidential Information which federal or state law or regulation prohibits from disclosure after termination of the Contract. Notwithstanding the foregoing, if the return or destruction of the Confidential Information is not feasible, Contractor agrees to extend the protections of the Contract for as long as necessary to protect the Confidential Information and to limit any further use or disclosure of that Confidential Information. If Contractor, with agreement from the Commission, elects to destroy Confidential Information, its shall use reasonable efforts to achieve the same and notify the Commission accordingly. Contractor agrees that it shall use all appropriate safeguards to prevent any unauthorized use or unauthorized disclosure of Confidential Information, which federal or state law or regulation prohibits from disclosure.

Contractor agrees that it shall immediately report to the Commission the discovery of any unauthorized use or unauthorized disclosure of such Confidential Information of any Commission information. The Commission may terminate the Contract if it determines that Contractor has violated a material term of this section. The terms of this section shall apply equally to Contractor, its agents and subcontractors, if any. Contractor agrees that all subcontractors, if any, and agents shall be made aware of and shall agree to comply with the requirements of this section.

G. Offshore Restrictions

Confidential Information accessed by or provided to Contractor during the course of performing services for the Commission must not be stored or accessed outside of the continental United States.

H. Access to Regulated Data

Access to and use of sensitive and Confidential Information is limited to authorized government employees and legally designated agents, for authorized purposes only. To the extent that Contractor, its employees, agents or subcontractors have access to Commission data, including federal and state-regulated data pursuant to their responsibilities under the Contract, Contractor agrees that it will abide by, and will require in writing its employees, agents or subcontractors to similarly abide by any such requirements including the execution of any documents certifying their compliance with such requirements.

I. General Security Provisions

1. Contractor shall comply fully with all requirements of applicable information security standards, policies and procedures of New York State, including, but not limited to the following standards, policies and procedures that have been adopted by the New York State Office of Information Technology Services (ITS):

- Acceptable Use of Information Technology Resources Policy
- Information Security Policy
- Security Logging Standard
- Information Security Risk Management Standard
- Information Security Controls Standard
- Sanitization/Secure Disposal Standard
- Mobile Device Security Standard
- Remote Access Standard
- Secure System Development Life Cycle Standard
- Secure Configuration Standard
- Secure Coding Standard

ITS information security standards, policies and procedures may be found at <https://its.ny.gov/eiso/policies/security>. Contractor warrants that its employees, agents and subcontractors are properly informed and trained regarding generally accepted information security practices and New York State information security standards, policies and procedures.

2. Contractor shall comply fully with all Commission fingerprinting and background check requirements, which are communicated to the Contractor by the Commission during the performance of the Contract.

3. Contractor shall also comply fully with all requirements of this Contract pertaining to security requirements specific to the services Contractor is providing to the Commission through the Contract. If any software application or vulnerability security scanning undertaken hereunder reveals vulnerabilities or any other security risks attendant to the provided solution Contractor is responsible for ensuring those vulnerabilities and risks are promptly remediated to the Commission's reasonable satisfaction. In addition to the specific security provisions required herein, Contractor shall also use commercially reasonable best efforts to address and remediate any vulnerabilities associated with the types of configuration services it is providing under Contract.

4. Encryption. Contractor shall use industry standard information security measures, including standard encryption protocols in compliance with the New York State (NYS) ITS Encryption Standard, NYS-S14-007 (which may be found at <https://www.its.ny.gov/document/encryption-standard>) to protect and guard the availability and security of all Commission data maintained by the Contractor. If the requirements set forth in the RFP and/or the Contract are not the same as the NYS ITS policies cited herein, the more restrictive policy shall apply. Contractor shall be strictly prohibited from using Commission data in any fashion other than that defined herein or authorized in writing by

the Commission. All Commission data maintained by the Contractor shall be encrypted including, but not limited to, data in transit and data at rest.

J. Data Ownership, Transparency, Accessibility, Location, Transport, Protection and Destruction

1. Data Ownership. All Commission data is owned exclusively by the Commission and shall remain the property of the Commission. Contractor is permitted to use data solely for the purposes set forth in the RFP and the Contract, and for no other purpose. At no time shall the Contractor access, use, or disclose any Confidential Information (including personal, financial, health, or criminal history record information or other sensitive criminal justice information) for any other purpose. The Contractor is strictly prohibited from releasing or using data or information for any purposes other than those purposes specifically authorized by the Commission. Contractor agrees that Commission data shall not be distributed, used, repurposed, transmitted, exchanged or shared across other applications, environments, or business units of the Contractor or otherwise passed to other contractors, agents, subcontractors or any other interested parties, except as expressly and specifically agreed to in writing by the Commission.

2. Migration. Contractor's services performed under this Contract shall ensure easy migration of the Commission's data including its Confidential Information under this Contract by providing its solution in a manner designed to do so. This may include Contractor keeping Commission data separate from processes of the software itself and maintaining that information in a format that allows the Commission to easily transfer it to an alternative application platform. Contractor shall make its Application Programming Interfaces (APIs) available to the Commission.

3. Data Access and Location. The Contractor must ensure that all Commission data related to this RFP and Contract is stored in a controlled access environment to ensure data security and integrity. All access to Commission data, physical or virtual, must be conducted within the central system and have adequate security systems in place to protect against the unauthorized access to the facilities and data stored therein. The Contractor shall not send or permit to be sent to any location outside of the central system, any Commission data related to this RFP and Contract. Contractor shall provide the Commission a list of the physical locations where the data is stored at any given time and shall update that list if the physical location changes. Access into and within the facilities must be restricted through an access control system that requires positive identification as well as maintains a log of all accesses (e.g., date and time of the event, type of event, user identity, component of the information system, outcome of the event). Contractor shall have a formal procedure in place for granting computer system access to the data and to track access. Access for projects outside of those approved by the Commission is prohibited.

4. Physical Data Transport. Contractor shall use, if applicable, reputable means to physically transport Commission data. Deliveries must be made either via hand delivery by an employee of the Contractor or by restricted delivery via courier (e.g., FedEx, United Parcel Service, United Commissions Postal Service) with shipment tracking and receipt confirmation. This applies to transport between the Contractor's offices, to and from subcontractors, and to the Commission.

5. Data Protection and Transmission.

- i. Contractor shall use appropriate means to preserve and protect Commission data. This includes, but is not limited to, use of stable storage media, regular data backups and archiving, password protection of volumes, and data encryption. Contractor must, in accordance with applicable law and the instructions of the Commission, maintain such data for the time period required by applicable law, exercise due care for the protection of data, and maintain appropriate data integrity safeguards against the deletion or alteration of such data. In the event that any data is lost or destroyed because of any act or omission of the Contractor or any non-compliance with the obligations of this Contract, Contractor shall, at its own expense, use its best efforts in accordance with industry standards to reconstruct such data as soon as feasible. In such event, Contractor shall reimburse the Commission for any costs incurred by the Commission in correcting, recreating, restoring or reprocessing such data or in providing assistance therewith.
- ii. Contractor agrees that any and all Commission data shall be stored, processed and maintained solely on designated target devices, and that no Commission data at any time will be processed on or transferred to any portable computing device or any portable storage medium, unless that device or storage medium is a necessary and approved component of the authorized business processes covered in the contract/agreement and or any addendum thereof, or the Contractor's designated backup and recovery processes, and is encrypted in accordance with federal and state statutes, regulations and requirements, to include requirements for data defined as confidential, financial information, personal private and sensitive information (PPSI) and personally identifying information (PII) by statute or regulations. The Contractor shall encrypt data at rest, on file storage, database storage, or on back-up media, and in transit in accordance with State and federal law, rules, regulations, and requirements. The solution shall provide the ability to encrypt data in motion and at rest in compliance with State or federal law. Contractor shall use secure means (HTTPS) for all electronic transmission or exchange of system, user and application data with the Commission.

6. Data Return and Destruction. At the expiration or termination of the Contract, at the Commission's option, the Contractor must provide the Commission with a copy of the Commission data, including metadata and attachments, in a mutually agreed upon, commercially standard format and give the Commission continued access to Commission data for no less than ninety (90) days beyond the expiration or termination of the Contract. Thereafter, except for data required to be maintained by law or the Contract, Contractor shall destroy Commission data from its systems and wipe all its data storage devices to eliminate any and all Commission data from Contractor's systems. The sanitization process must be in compliance with NYS Security Policy NYS-S13-003 (See <https://www.its.ny.gov/document/sanitizationsecure-disposal-standard>) as updated or superseded at the time the sanitization process is implemented, and, where required, Criminal Justice Information Systems (CJIS) sanitization and disposal standards. If immediate purging of all data storage components is not possible, Contractor shall certify that any data remaining in any storage component will be safeguarded to prevent unauthorized disclosures. Contractor must then certify to the Commission, in writing, that it has complied with the provisions of this paragraph. The Commission may withhold payment

to Contractor if Commission data is not released to the Commission in accordance with the preceding sections.

K. Information Security Breach and Notification Act

1. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law section 899-aa and State Technology Law section 208) ("ISBNA").
2. Breach of the security of the system. Unless otherwise provided by applicable law, in the event of a "Breach of the Security of the System" as defined in ISBNA, Contractor shall take the following actions:
 - i. Notify the Commission's Information Security Officer (ISO) by telephone as soon as possible, but in no event more than two (2) hours from the time Contractor has knowledge of a Breach of the Security of the System;
 - ii. Consult with and receive authorization from the Commission as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required;
 - iii. Coordinate all communication regarding the Breach of the Security of the System with the Commission's ISO and Contractor;
 - iv. Cooperate with the Commission attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
 - v. Take corrective action in the timeframe required by the Commission. If Contractor is unable complete the corrective action within the required timeframe, in addition to any other remedies available, the Commission may contract with a third-party to provide the required services until corrective actions and services resume in a manner acceptable to the Commission, or until the Commission has completed a new procurement for a replacement service system. Contractor shall be responsible for the cost of these services during this period. Nothing herein shall in any way (a) impair the authority of the New York State Office of the Attorney General to bring an action against Contractor to enforce the provisions of the ISBNA or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

L. Secure Development, Configuration and Lifecycle

1. The Contractor shall agree to maximize the security of any software development throughout the term of the Contract according to general industry standards, including, but not limited to, the requirements set forth herein. These provisions apply to the base system as well as any customizations to the product under the Contract. Contractor warrants, covenants and represents that it shall comply fully with the applicable NYS Policies, Standards and Guidelines during the term of the Contract including, but not limited to, the NYS Security Standard on Secure System Development Life Cycle - NYS-S13-001, NYS

Secure Coding Standard - NYS-S13-002 and the NYS Secure Configuration, NYS Secure Configuration Standard- NYS-S14-008, which can be accessed at <https://www.its.ny.gov/document/secure-coding-standard> and <https://www.its.ny.gov/document/secure-configuration-standard>. Contractor shall be required to comply with successor policies, standards and guidelines that are adopted by ITS in the future.

2. Contractor shall take all actions reasonably necessary to prevent the disclosure of information regarding information security vulnerabilities to limit the likelihood that such vulnerabilities may be exposed and exploited.

3. Consistent with the provisions of the Contract, Contractor shall use the highest applicable industry standards for sound and secure software development practices to resolve all security issues as quickly as possible. The “highest applicable industry standards” shall be defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances.

4. Security Review.

- i. Independent Review. Before releasing any major software upgrade to the Commission, Contractor shall have the software reviewed for vulnerabilities and security flaws by an independent third-party at Contractor's expense. The scope of this review shall include assessing the software for security flaws from the perspective of the deployed application / architecture. The scope does not include code review, but rather is focused on the deployed application instance. The Commission reserves the right to perform its own independent application security review, in cooperation with ITS, in addition to the Contractor's review.
- ii. Review Coverage. Security review shall cover all aspects of the software delivered, including third-party modules, units, integration points, components, and libraries. The review coverage shall include all aspects of the application layer that are externally facing, or part of the service infrastructure will be assessed.
- iii. Vulnerability Scanning and Penetration Testing. Contractor agrees that, before any software is released to the Commission, Contractor shall perform application vulnerability scanning and penetration testing. Contractor shall provide to the Commission written documentation of the results of any scans and tests along with a mitigation plan. Contractor agrees that vulnerabilities identified by the vulnerability scanning and penetration testing shall be mitigated within a reasonable period of time to avoid any risk to the Commission.
- iv. Scope of Review. At a minimum, the review shall cover the most common software vulnerabilities. The review shall include a combination of vulnerability scanning, penetration testing, and static analysis of the source code.
- v. Issues Discovered. Overall application security ratings with aggregate number of flaws found shall be reported to both the Commission and Contractor. Potential vulnerabilities or flaws that are discovered will be documented with a best effort at outlining required remediation in each area.

5. Security Issue Management.

- i. Identification. Contractor shall track all security issues uncovered during the security review and the entire development life cycle, including, but not limited to, requirements, design, implementation, testing, deployment, or operational issues. The risk associated with each security issue will be evaluated and documented. Security issues in the deployment of the application will be documented. These include vulnerabilities both in the software and architecture that is assessed.
- ii. Investigation and Resolution of Security Issues. If security issues are discovered or reasonably suspected, Contractor shall perform an investigation to determine the nature of the issue. The issue shall be considered "novel" if it is not covered by the security requirements and is outside the reasonable scope of security testing. If novel, Contractor and Commission agree to scope the effort required to resolve the novel security issue(s), and to negotiate in good faith to achieve an agreement to perform the required work to address them. If not novel, Contractor shall use all commercially reasonable efforts consistent with sound software development practices, taking into account the severity of the risk, to resolve all security issues not considered novel as quickly as possible.
- iii. Remediation. Security issues that are identified before software is released to the Commission shall be fixed by Contractor before releasing the software. Security issues discovered after release shall be handled per the terms of the Contract. Steps and/or guidance on how to remediate will be outlined in the report provided to the Commission.

6. Assurance.

- i. Certification. With execution of the Contract, Contractor shall provide to the Commission a copy of Contractor's secure coding best practices policy. Upon delivery of software to the Commission, Contractor shall certify to the Commission in writing that Contractor complied with the policy in the performance of its obligations under the Contract as well as certify that all security activities have been performed, and all identified security issues have been documented and resolved. Any exceptions to the certification status shall be fully documented with the delivery.

M. Vulnerability Management

- i. All Contractor systems must be scanned for vulnerabilities before being installed in production and periodically thereafter.
- ii. All systems shall be subject to periodic penetration testing.
- iii. Penetration tests are required periodically for all critical environments/systems.
- iv. Requirements for scanning/testing for vulnerabilities and mitigation/remediation must be included in third-party agreements.
- v. The output of the scans/penetration tests will be reviewed in a timely manner by the Commission. Copies of the scan report/penetration test must be shared with the Commission's ISO/designated security representative for evaluation of risk.
- vi. Appropriate action, such as patching or updating the system, must be taken to address discovered vulnerabilities. For any discovered vulnerability, a plan of

action and milestones must be created, and updated accordingly, to document the planned remedial actions to mitigate vulnerabilities.

- vii. Any vulnerability scanning/penetration testing must be conducted by individuals who are authorized by the Commission's ISO/designated security representative. The Commission's ISO must be notified in advance of any such tests. Any other attempts to perform such vulnerability scanning/penetration testing will be deemed an unauthorized access attempt.
- viii. Anyone authorized to perform vulnerability scanning/penetration testing must have a formal process defined, tested and followed at all times to minimize the possibility of disruption.

PART 3 – SCOPE OF WORK

3.0 **INTRODUCTION**

This section describes the functional, technical and operational specifications for the central system. Bidders must respond by describing how their proposed system meets each specification. Proposals must contain a cross-reference to each item in this section. If any capabilities are not currently available, state when they will be, or propose an alternate solution that will still meet the Commission's objectives.

The Commission will not accept any Proposal which conceptually differs from the definition of the "video lottery central system" in Section 3.1 of this RFP.

Note: All system components shall be included in the base price. No additional costs are to be charged to the Commission for any subsections, below, unless otherwise noted.

3.1 **SYSTEM OVERVIEW**

This section defines the Commission's objectives for the central system and provides a brief overview of the scope of the central system.

A. **Primary Objectives**

The primary objectives for the central system include the following:

- Determine game outcomes from finite pool;
- Monitor and control all auditing and transaction activities occurring at the gaming devices, as well as SAS-based devices;
- Provide management terminals and validation terminals to accurately record and account for all game play and monetary transaction activity including cash and coupon voucher production and validation;
- Provide accurate real-time tracking of facility sales and prize data and invoice amounts on a real-time basis;
- Support timely identification, tracking and resolution of problems; and
- Ensure central system has the ability to download game software.

B. **Definition of Video Lottery Central System**

The central system is defined as consisting of the following components:

- Fault-tolerant or duplexed central determinate, finite pool system with supporting peripheral equipment (including, but not limited to, media storage, printers, controllers, management and data entry terminals) located at the Vendor's primary data center;
- Central system with supporting peripheral equipment located at the Vendor's backup data center;
- Video Gaming Facility terminal controllers (site controllers) located in each facility's establishment;

- Application and system software required to operate the equipment and central system;
- Front-end communications processors (FEPs) and network connections for the central systems, as required; and
- Terminals at each location to validate vouchers.

It is the intention of this procurement to select a Vendor to supply and operate the central system. Although they are an integral part of the overall video lottery gaming system, the gaming devices are **not** part of this procurement. Gaming devices are provided by game manufacturers and are not included in this RFP. However, the Contractor must provide connectivity to the gaming devices as defined elsewhere in this RFP.

C. Electronic Table Games (“ETG”)

Successful Bidder is responsible for ensuring that the central system is capable of interfacing with ETGs. Currently, the Commission owns 2219 Smart Interface Boards (“SMIBs”) that interface with ETGs. Bidders may propose use of these or may propose other technology for such interface.

The Commission shall retain ownership of current inventory of SMIBs. Additional or replacement units shall be the responsibility of the Successful Bidder.

3.2 VENDOR RESPONSIBILITIES

This section describes several areas in which the Contractor must provide support and services during the term of the Contract. These items pertain to the overall operation and support of the video lottery gaming system and are not specific to any component.

1. The Contractor's primary site must be co-located within the Commission headquarters (currently located at One Broadway Center, Schenectady, NY 12305) if it can be accommodated within available space, or within a reasonable commuting distance, as determined by the Commission. Arrangements may be made with the successful Bidder to sublease space within the Commission's secured area, or the Commission may require that the Successful Bidder make separate leasing arrangements. The Contractor's backup site at a location acceptable to the Commission must be 10 miles or more from the primary site.

The primary site must be staffed to operate 24 hours per day, 7 days per week, 365 days per year (24/7/365). Vendors are required to identify specific addresses of locations chosen for the primary and backup sites. The name(s) and telephone number(s) of the landlord(s) must be included.

2. Successful Bidder shall transition connectivity of the gaming floors of the eight (8) existing VLG facilities to their central system with minimal downtime to preserve existing business continuity. This transition may be accomplished by simultaneous operation with the present central system to ensure no more than ten percent of the existing gaming floor will be inoperable at any time during the transition. The Successful Bidder must be able to complete the full transition of the eight existing VLG facilities within 90

days of commencement. Post-award, the Commission may agree to modifications to this transition plan based on specific limitations identified on individual gaming floors or limitations on the availability of compatible gaming machines.

3. Vendor shall supply management terminals and printers, as needed, for Commission use in addition to the ones to be installed at the facilities. Most of the management terminals shall be installed at the Commission's headquarters, and some may be required in regional offices. The Commission will be responsible for communication line and equipment costs to support these terminals.

For clarification purposes, validation terminals are devices capable of communicating with the central system for purposes of validating cash and coupon vouchers (dollar and/or cents) representing the difference between the amount of currency deposited into a gaming device and the amount wagered.

A validation terminal reads the barcode on the voucher or, accepts key entry of a digital representation of the bar code, communicates that information to the central system and receives a response authorizing a payment or other appropriate messages (e.g., not a winner, file a claim, etc.).

Validation terminals also receive limited information from the central system upon request (i.e., number of validations requested by device, total amount paid out, total number of invalid requests, etc.).

Management terminals at the facility are used by security/surveillance to observe and print out events such as unauthorized door openings. Administrators at the facility will use a management terminal to obtain and print out daily settlement information or other information available for that facility.

Management terminals are used to obtain real-time information residing on the central system applicable to all facilities.

4. Services Within Scope Defined at Start-Up

The Contractor's services shall include:

- A. Fixes to all software and hardware errors and design defects; and improved versions of the hardware and software to sustain performance or correct performance problems, to otherwise meet or continue to meet Contract defined requirements, or legislative changes. The current legislation (NY Tax L §1617-A) can be found at: <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO>.
- B. Maintaining third-party hardware and software elements of the system with "supported releases" from suppliers. This includes, but is not limited to, software for network operations, for PCs, network management systems, database and reporting software, and hardware diagnostics. At the time the Contractor is notified by a supplier that a release is scheduled to have support dropped, it is the

Contractor's obligation to acquire and install an appropriate Commission-approved upgrade.

C. Contractor must be equipped to support increased volumes of transactions.

D. The latest central system software versions shall be made available at start-up. The Commission will determine whether features and capabilities of new releases merit installation.

5. Approval of Changes

The Contractor's configuration management system and practices shall preclude unauthorized changes to the central system. Any engineering changes or variations from the Proposal submitted by the Successful Bidder must be approved in writing by the Commission prior to installation or implementation.

The Commission reserves the right of approval to the software operating system releases provided for the central system, and to all other third-party products employed by the Contractor in the delivery of the central system. Where the Contractor has acquired third-party software for inclusion in the configuration, the Contractor shall minimize local modifications to the supplier-provided software, shall obtain the Commission's written approval for such local modifications, and shall document any such modification thoroughly.

6. Software Documentation

Before commencing operations, a complete listing (which may be in electronic form at the Commission's discretion) of the source programs, operation manuals, service manuals, and written procedures, with program object code media of all programs (software), must be delivered to the Commission. This listing must include all programs executed on the equipment pertaining to this RFP and the contracted central system. As changes are implemented, documentation (including listing changes, reason for change, personnel instituting change, authorization for change, and date of change) shall be supplied by Contractor to the Commission. Periodically, the Commission may request a program listing and other material for the purpose of verifying the original operating system and those changes instituted at the time of the request. Contractor shall be required to fulfill such requests within 24 hours.

The Commission may allow for the placement of source programs with an escrow agent, provided that the Commission has sole determination as to when the programs are released.

7. Site Controller Communications Protocol

Contractor shall be responsible for developing the communications protocol used to communicate with the gaming devices.

Contractor will be required to provide the same materials in both hard copy and machine-readable formats to each game vendor that provides gaming devices to the Commission. This information must be provided to potential game vendors when requested by the Commission. As changes are made to the hardware, interface, protocol, barcode print specification, or encryption process, Contractor will promptly distribute new materials as described above to the Commission and each game vendor. This information and support will be provided at no additional cost to either the Commission or the game vendors.

8. No Gaming Device Restrictions

The choice of the central system must not influence the selection of gaming devices now or in the future. The gaming device hardware interface, communications protocol, barcode format, and encryption algorithm used in the central system cannot restrict the Commission to specific game vendors by way of complexity, unreasonable Non-Disclosure Agreements, or cost of implementation of a gaming device.

9. Game Vendor Support

Contractor shall assist game vendors with the implementation of the communications hardware requirements, the communication protocol, encryption algorithm, etc., necessary to successfully communicate with the site controller and the central system.

Contractor shall provide access to a test system or similar device that allows game vendors to connect and test their gaming device site-controller interface and protocol implementation. The test system and any associated devices must faithfully simulate the actual communications environment in which the gaming devices will function.

Requests for assistance, information, and documentation shall be handled promptly by Contractor and at no additional charge to the Commission or game vendors. The Commission reserves the right to resolve disputes between the video lottery central gaming system Contractor and the game vendors.

Decisions by the Commission regarding disputes are binding on all parties.

10. Software Modification Procedures

During the term of the Contract, the Commission and Contractor shall agree in writing to a schedule for developing, testing, and implementing or installing a modification or enhancement to support an existing game or an addition of a new game, unless otherwise approved by the Commission.

The following system and application software modification procedures must be adhered to:

- Once the system has been accepted in writing by the Commission, the Contractor will be prohibited from modifying the software or databases of the system without the prior express written approval of the Commission.

- Following the implementation of the system, modifications and enhancements to the system may be deemed necessary by the Commission.
- Implementation and all software changes must be tested via a certified independent test lab approved by the Commission, with test results provided to the Commission. All tested changes must be approved by the Commission and the Commission reserves the right to perform acceptance tests on any modifications to the system.

11. Enhancements

Changes and enhancements to the equipment and software which exceed RFP-specified current requirements, such as additional terminal peripherals, game enhancements, game options, promotions, new games, new terminal types, new reports or changes to existing reports and new user interface features, will be handled as follows:

1. Software changes are included in the base price, even if additional developments are required to create or adapt software for the Commission's needs; and,
2. Substantive service additions or changes will have their pricing negotiated with and agreed to by the Commission before implementation.

12. Software Source Code Escrow Account

All software source code pertaining to the video lottery gaming central system must be held in escrow at a mutually agreeable location and with mutually agreeable access rights. This requirement applies to source code for both the central system and the site controller.

13. Commission Staff Training

In order to ensure a smooth startup and ongoing operation, it is expected that the Commission and facility staff will be thoroughly trained on all aspects of the new system by Contractor.

14. On-Site Resource

In addition to the personnel required to monitor the central system (24-hours per day, 7 days per week, 365 days per year), the Commission will require sufficient on-site and remote technical support at all locations as determined by the Commission for the duration of the Contract.

3.3 COMMUNICATIONS NETWORK

Contractor is required to provide the data communications network and operate it. The costs associated with this operation should be included in Contractor's base price.

Contractor is responsible for all data lines, equipment and installation, including all one-time and recurring costs.

The data communications network goes from the primary data center to the site controllers at each facility, and from the primary to the backup data center. Communications between the central system and the site controllers must be encrypted.

3.4 CENTRAL SYSTEM SPECIFICATIONS

This section describes the features and capabilities that the central system must support. Hardware configurations will exist at both the primary and backup data centers. All hardware installed at both data center locations must have sufficient technical capacities to support the operational requirements of the central system.

The backup data center is intended to be a mirrored backup facility whereby processing can be transferred immediately to this facility upon failure of the primary data center.

A. PRIMARY DATA CENTER

The uptime of the central system must meet or exceed **99.99%** during the established hours of system operation, which is **24/7/365**, with no loss of data, system integrity, or performance due to system issues (e.g., hardware failure, power loss, malware, etc.). The central system must have the ability to support a Recovery Point Objective (RPO) of zero, meaning there will be no data loss due to a system failure, and no tolerance for system downtime.

B. BACKUP DATA CENTER

The backup data center must be able to serve as a new primary data center due to loss or major interruption to the original primary data center. At a minimum, a system test of the backup site will be conducted annually at the direction of the Commission. A report will be created, noting any issues with required corrective action, and supplied to the Commission. Contractor will ensure backup logs, signed and dated by appropriate Contractor staff assigned to this responsibility, are kept of all information on file. Any exceptions to the backup process must be reported to the Commission upon discovery, and investigated by Contractor, with corrective measures put in place. Random test restores will be done once a week to verify that backups have been successful. Contractor will maintain records demonstrating the review of logs and test restores, both to demonstrate compliance and for auditing purposes. Media will be clearly labelled and stored in a secure area, that is accessible only to appropriate staff or employees of the contracted secure off-site media vaulting vendor. Back-ups will be maintained for seven (7) years. With all backup media, the Contractor will ensure the physical destruction of media prior to disposal and ensure the media's current or former contents cannot be read or recovered by an unauthorized party.

C. TEST SYSTEM

Contractor must provide capacity to simulate all functionality of the central system with the capability to individually select and execute the various functions. This process will be used to test and debug site controller and gaming device software and operations. The simulation must support more than one site controller, each with multiple gaming devices attached.

D. AVAILABILITY

Video lottery games may be played 20 hours per day continuously with various start times at each facility but must be capable of being played 24 hours per day. Currently, play may begin no earlier than 8:00 a.m. and must conclude no later than 6:00 a.m. the following gaming day. The central system must fully support game play between these times. After gaming device play is shut down each day, the central system must be available for at least one hour to allow for validation of prize vouchers and generation of reports.

The central system must be capable of supporting expanded wagering hours, should this be authorized by New York statute in the future.

The central system must be active 24 hours per day to record special events, including, but not limited to, cash door openings, opening of door to logic area, power down of a gaming device or series of gaming devices.

E. CAPACITY AND GROWTH CAPABILITY

The central system configuration should be sized to support a minimum of 22,000 gaming devices starting January 1, 2020.

The growth path of the proposed hardware platform must be scalable to support future processing requirements, including, but not limited to, gaming device downloadable software and other growths in technology.

F. DATA RETENTION AND ARCHIVING

1. Large quantities of data will quickly accumulate on the central system, with possible negative impact on regular processing and backup performance. Due to various reporting requirements, some data must be retained in a multi-media storage area for over one (1) year. In order to balance the need for historical data with the need to minimize processing time, the Commission utilizes a three-tiered approach to data storage. The first tier includes current data no more than four months old. After four (4) months, data is archived to another multi-media storage area. Data is retained on the second tier for up to 15 months after which it is archived to a third storage tier for the remainder of the retention period, as defined in Appendix A. For purposes of reporting, the report writer must select and combine data from either or both the first and second data storage tiers.

2. The archiving process must accommodate changes that may be made over time to the structure of the files and database. Therefore, all associated file record layouts and database schemata must be copied as well so that when recovered, the archived data can be properly read and will not conflict with or affect the integrity of current data.

G. SECURITY CONTROLS

The central system must have security controls in place that prevent unauthorized access and use.

3.5 GENERAL SYSTEM SOFTWARE SPECIFICATIONS

The following specifications represent broad-based features and capabilities. While these features are not specific to video lottery operation, they are capabilities that the Commission seeks in the central system.

- A. Master, transaction and 60 days of historical data will be maintained on the central system using a commercially available relational database management system.
- B. The central system must have a commercially available report writer capable of accessing any application information in the system. It should support extracting and sorting on any data element in any data file, have at least basic mathematical capability (e.g., summing, cross-footing, addition, multiplication, division, subtraction), and be available for accessing production data concurrently with the normal production operation of the system. Reports, whether displayed on the screen or printed, should reflect the real-time state of video lottery data. The report writer and ad hoc reporting capability should support the use of Structured Query Language (SQL) constructs.
- C. The central system should be configured in such a manner that use of the report writer will have no effect on the processing capacity of the production gaming system.
- D. There must be controlled access at the system level to the use of the report writer and ad hoc inquiry capability. Use must be restricted to selected users with individualized access. The processing priority given to ad hoc inquiries should also be adjustable.
- E. The central system will likely require the use of several code tables and reference files for validating data entry and controlling certain processes. These tables and reference lists will need to be printed periodically. Therefore, the central system should have the capability to selectively print every reference file and code table in the system.
- F. The central system must maintain the integrity, completeness, accuracy and reasonableness of the data. The central system must provide balancing controls so that Commission personnel are able to verify and ensure the integrity of system processing. All data records must include elements that show the date of the last update. The system should produce log reports showing all master and table file maintenance that is performed (e.g., before and after values) and include the date and time of the change, the terminal location of the person making the change and the person's identification.

- G. The central system must continuously log all transactions received from the site controllers to allow for system recovery in the event of a failure that destroys data. The transaction log must be able to be reprocessed and applied to the database as if the transactions were occurring real-time. This transaction log must also be available for use by the Commission in an Internal Control System (ICS) to independently verify the results of all video lottery gaming activity.

3.6 SYSTEM MONITORING AND DATA MAINTENANCE

- A. The central system must provide the capability to monitor all system activity and transaction processing performance. This monitoring capability should include showing the number of currently active and inactive gaming devices in the field and the number of currently active and inactive site controllers in the field. The amount of daily sales by game identifier or series, by type of gaming device, and by facility must be available through the end of the previous gaming day.
- B. The central system must allow Commission personnel to add, modify, delete, inquire, and report on all information stored on the system, including information about facilities, game vendors, gaming device models, site controllers, game parameters, etc. On-line inquiry, with print capability, of this information must be available on the management terminals.
- C. The central system must allow Commission personnel to maintain an inventory database containing information on every gaming device. In addition to gaming device enrollment and file maintenance capabilities, the system must support inquiries and reporting of all information for specified gaming devices including history of gaming device locations, movement, and status changes. Minimum data requirements are gaming device serial number, status, manufacturer, gaming device model, date of manufacture, current location (i.e., facility or authorized storage), and installation date.
- D. The central system must allow Commission personnel to maintain an inventory database containing information on every authorized site controller. In addition to site controller enrollment and file maintenance capabilities, the central system must support inquiries and reporting of all information for specified site controllers. Minimum data requirements include site controller serial number, status, model number, date of manufacture, current location (i.e., facility or authorized storage), and installation date. Each site controller must be identified by a unique key field that is independent of any other information about the site controller.
- E. The central system must provide a means to easily and safely make mass changes to selected fields and records in any of the databases. Access to this function must be strictly controlled.
- F. The Contractor must provide any and all safeguards to identify and prevent illegal activities regarding the play on gaming devices, including, but not limited to, attempts to "launder money".

3.7 SOFTWARE MANAGEMENT

Management of video lottery game software is a critical aspect of the overall security of the central system. The following specifications are required to ensure that only approved software is used in gaming devices:

- i. Define new software to the system and enter all characteristics including games.
- ii. Load software images to the central system and identify each stored image by gaming device manufacturer.
- iii. Perform a mathematical process on the software image and compare this result to the result on an identical process performed by a gaming device on the device's software.
- iv. Game software should not be permitted to run if a checksum process fails.
- v. Any software failing a checksum process should be removed from the system.

3.8 CASH VOUCHER PRODUCTION AND VALIDATIONS

- A. When a player requests to be cashed out, the gaming device will generate a unique serial number according to an algorithm provided by the Contractor. The algorithm must include a check digit. A cash voucher with basic information and the serial number and the barcode representation of the serial number printed on it will be produced by the gaming device. This transaction will be sent to and recorded on the central system via the site controller.
- B. The application must validate cash vouchers on the central system, including updating the central system database, when a validation request is sent from the site controller. A cash voucher is validated at the facility location where the voucher was issued by keying the serial number on the keypad of the validation terminal or scanning the barcode printed on the cash voucher by the gaming device and transmitting the transaction to the central system. The central system will verify that the serial number is on the validation file, has not been previously paid, is being validated at the same facility where the prize was won or at the Commission headquarters, and is not older than 45 days. Any voucher older than 45 days must be claimed at a Lottery regional office or mailed to Commission headquarters. Vouchers up to 365 days old will be paid through the Commission's internal system after proper validation. If the validation is successful, the validation record will be updated on the central system. If the validation is unsuccessful, a record of the validation attempt will be logged on the central system with the reason why it was not successful. Note: The central system shall have sufficient flexibility to configure the 45/365-day validation rules at the Commission's discretion. In either case, an appropriate response will be sent to the site controller from the central system. For individual wins meeting IRS reportable criteria (currently \$600 or more and 300 to 1 odds), the validation process must capture the winner's personal information for IRS reporting and generate a W-2G for the winner.

The central system must withhold taxes according to Internal Revenue Service (IRS) criteria (currently required when winnings, less the wager, are greater than \$5,000). The Commission will provide the withholding percentage as set by law to the Contractor. For wins greater than \$600, the central system must check for delinquent child support, public assistance or State taxes in arrears. In order to meet the offset for delinquent child support and/or State taxes in arrears, the Commission will withhold up to 100% of the winnings; in order to meet the offset for public assistance, the Commission will withhold up to 50% of the winnings. The Commission will, on a daily basis, supply offset tables for loading on the Contractor's system. The central system must also withhold State and certain local taxes as well. The Commission will provide the Contractor with the appropriate withholding percentages.

- C. A cash voucher inquiry capability shall be provided to show current status and payment data if previously paid. Access to validation and inquiry functions shall be strictly controlled at the central system level.
- D. The central system shall provide the capability via site management terminals, to scan and log all abandoned vouchers found within a gaming facility. Once flagged as an abandoned or suspect voucher within the voucher database, the central system should prevent the cashing of such vouchers without secondary approval by a cashier supervisor. Management terminal reporting must be capable of monitoring the redemption status of all abandoned vouchers. Reporting must summarize the unique voucher number, the amount of the voucher, the date and time the voucher was issued by a gaming machine, the date and time the voucher was abandoned via the management terminal, and the date and time the voucher was redeemed via the validation terminal.
- E. A database on the central system shall be maintained which contains a record of all cash vouchers showing the current status of ticket, payment information and any comments entered by the facility.
- F. New York State is a leader in the area of Responsible Gaming Compliance. The central system provider must have the capacity to receive information electronically on a daily basis from the Commission of players who, by action of the facility or player, are banned from participating in gaming activities in the State of New York (the "exclusion list"). The system should have the ability to lock any voucher presented by an individual who appears on the aforementioned exclusion list. Any locked voucher can only be released by a designated employee within the Commission.

3.9 CENTRAL SYSTEM SECURITY CONTROLS

- A. The central system shall provide gaming device control capabilities to select Commission personnel using management terminals to immediately activate and deactivate the following:
 - 1) an individual site controller (all gaming devices attached to the site controller must be disabled automatically);

- 2) single or multiple games on an individual gaming device;
 - 3) a single game across multiple gaming devices;
 - 4) all gaming devices of a given manufacturer's gaming device model;
 - 5) all gaming devices of a given manufacturer using a game identification number that matches a given game identification number; and
 - 6) all gaming devices in each facility location.
- B. The central system shall record and report (through a printed report or management terminal display), by gaming device and facility, all instances of open gaming device doors, service call buttons, error conditions, out-of-service conditions, loss of power, loss of communications, logic area access, cash compartment access, failed integrity checks, and any other events as designated by the Commission or approved in writing by the Commission, including issues with site controllers.
- C. The central system shall be able to direct event transactions to selected printers. There must be a capability to filter the events that appear on each printer.
- D. All event and cash voucher transactions shall be date- and time-stamped.

3.10 PROGRESSIVE JACKPOT

The central system shall support the use of local and wide area progressive jackpots.

3.11 SITE CONTROLLER AND GAMING DEVICE COMMUNICATIONS

The central system shall have the capability to communicate with all site controllers for the purposes of exchanging commands, requesting data, and transmitting data.

- A. Each site controller shall communicate with every gaming device attached to it at least once every three (3) seconds.
- B. The central system shall communicate with every site controller at least once every five (5) seconds. At a minimum, information about events, production of cash vouchers and validations must be transmitted. All affected databases must be updated as data is received from the site controllers. When the central system is unable to communicate with a site controller overnight, cash vouchers and events from the previous day shall be recorded and retained until proper communication is restored.
- C. Video lottery games may be played between the hours of 8:00 a.m. (the start of the gaming day) and 6:00 a.m. (the end of the gaming day), local time. Game play shall be disabled at the required closing time. The site controllers shall remain active for another hour after closing time, to allow time for generating reports.
- D. The central system shall download site controller software to the site controller. The central system must have the capability to download to a specific site controller and to broadcast the new software to all site controllers.

- E. The central system shall download game software to gaming devices via the site controller. The central system must have the capability to download to a specific gaming device, to gaming devices at a specific facility location, and to broadcast the new software to all gaming devices of a specified manufacturer and model.
- F. The central system shall download basic facility information, including license number, name and address of the facility, to the site controller for use by the site controller and gaming devices on displays, reports, and voucher slips.
- G. The central system shall be capable of downloading a parameter from the central system to gaming devices that specifies the length of time in seconds the gaming device can continue to operate since the last successful communication with the site controller. Values to range from zero to 999 seconds.
- H. The central system shall be capable of downloading a parameter from the central system to site controllers that specifies the length of time in seconds the site controller can continue to operate since the last successful communication with the central system. Values to range from zero to 999 seconds.

3.12 PERIODIC CENTRAL SYSTEM PROCESSING

- A. Starting at the end of every gaming day, all accounting and sales data ("meters") for each gaming device must be collected and posted to the appropriate central system databases.
- B. An electronic file in a Commission-approved format shall be provided on a daily basis which contains all cash vouchers issued, cash vouchers paid, net sales for each gaming device, and the number of gaming devices at each facility location recorded on the central system from the current gaming day. This file will be used as input to the Commission's ICS.
- C. The central system shall calculate an invoice for each facility on a daily basis. The central system must:
- Accept an electronic transmission produced by the Commission that contains net adjustment amounts per facility and apply these amounts to each facility's daily invoice, as appropriate;
 - Calculate specified commission, marketing allowance and capital award amount to be retained by each facility;
 - Calculate the daily net amount due to the Commission from each facility, per a standard invoicing (settlement) report, in a format prescribed by the Commission;
 - Provide billing notification to the facilities in the form of a report printed on the site controller showing billing breakdown, date, and the amount due; and

- Provide an inquiry to display the daily invoice for a specified facility on management terminals.
- D. Provide an annual tax file listing all IRS reportable prizes paid during the year, including any tax withholdings deducted from the prize amount.
- E. Define and send a sign-on message to site controllers, with a minimum length of 60 characters.
- F. The central system must have the capacity to record and report attempts made by excluded individuals who are banned from participating in gaming activities in the State of New York.

3.13 NETWORK OPERATIONS CENTER REPORT SPECIFICATIONS

The central system shall produce reports to meet the needs of various units at the Commission. Routine reports are to be produced on regular cycles required by such units (daily, weekly, etc.) and special report requests are to be provided upon request by such units. After award of the Contract, the Successful Bidder must provide database schemata of all files to the Commission. Report formats and contents must be approved by the Commission. At a minimum, the system must:

- A. Be capable of producing ad hoc reports using the report writer;
- B. Be capable of reporting on sales trends and play trends on a daily, weekly, range of weeks, annual, and Year to Date (YTD) basis by gaming device, by game. Summaries shall be by facility, gaming device manufacturer, gaming device model and game;
- C. Be capable of reporting on revenue, payout, and net sales on a daily, weekly, range of weeks, annual, and YTD basis by gaming device, by game. Summaries shall be by facility, gaming device manufacturer, gaming device model and game;
- D. Be capable of providing a daily activity report summarized by gaming device terminal manufacturer, gaming device model and game; and
- E. Be capable of reporting any gaming that occurs outside authorized gaming hours.

3.14 CENTRAL SYSTEM ACCESS AND USE

- A. Central system interfaces shall be through user-friendly menus or a Windows-based interface.
- B. Custom menus must be able to be defined for each authorized user or group of users. The central system must have a controlled and restricted process for setting up and modifying user menus that can be used at any time during the day without support from the Contractor.

- C. For any parts of the central system that are menu-driven, the central system should allow accelerated navigation for experienced users. This navigation would allow a user to go to a screen that may be several menu levels deep, and from one screen to another; rather than always having to back out of and through the full menu structure.

3.15 CENTRAL SYSTEM DOCUMENTATION

Documentation about the central system shall be complete and maintained on a current basis as changes to the central system occur. The documentation must reflect actual central system operation and be updated as part of the process for requesting changes to the central system.

The documentation shall fully describe all central system inputs and outputs, including interfaces with other systems, data definitions, file and database descriptions, central system inventories, functional system flow, theory of operation, and central system narratives.

3.16 SUPPORT FOR TESTING CENTRAL SYSTEM SOFTWARE

Implementation of, and modifications to the central system will be required to keep pace with industry standards, comply with Federal and State statutory requirements, meet new policy determinations, and implement desired improvements in the central system's capabilities and performance. Ongoing testing of software changes is a critical aspect of ensuring the continued accuracy and integrity of the central system. All central system modifications will be subject to a thorough acceptance test process, by a Commission-approved independent test lab, that will verify the accuracy and integrity of the new software prior to being used in a production mode.

- A. This approach to acceptance testing requires a test environment on both the primary and backup central systems that is separate from the production environment. This separation includes both data and software programs. Accordingly, the central system must have a test environment that will allow every software change to be completely tested and verified prior to the software being used in a production environment. This testing capability must include front-end processing and network testing so that the site controllers with attached gaming devices can be used to fully test a facility configuration. This test environment must always be available on the central system, without any impact on the performance and operation of the production gaming system. This includes having no impact or reduction in the fault tolerant capabilities of the central system and no measurable impact on the performance of the production processing environment.
- B. The central system should provide tools to allow for efficient and effective testing. This could include the use of a random test data generator where large quantities of data can be created based on a few parameters that describe the general characteristics of the data (e.g., value ranges, volume of data, transaction types, etc.). This may be accomplished via terminal simulator that simulates all types of transactions, including validations, gaming device transactions, report requests, service transactions, and signing on and off the system.

- C. The central system should provide a method to extract from the production environment all data related to a particular facility, gaming device, etc., and copy it to the test environment. The method should allow for a test condition to be easily created that imitates a particular production problem. Another tool test that is useful in an on-line environment, and that should be incorporated, is an automated test-scripting tool that allows for simulation of on-line data entry activities.

3.17 FACILITY SITE CONTROLLER SPECIFICATIONS

This section describes the functional specifications of the site controller.

A. HARDWARE SPECIFICATIONS

Currently at least one (1) facility has a backup site controller that has the ability to take over in the event of the loss of the main server.

1. Each site controller shall support any combination of gaming devices attached to it. Each site controller should be able to support multiple gaming devices.
2. Each site controller shall have built-in power protection to ensure isolation from power bumps, brown outs, electric noise transmissions, and other forms of noise over common 120V power circuits. Site controllers shall not emit any form of noise back onto lines.
3. Each site controller shall have a battery to save critical memory to support an on-board time-keeping device in the event of a loss of power. Batteries must have a minimum life expectancy of five years to allow the site controller the capability to retain critical information for a minimum of four (4) weeks after the loss of power. Each site controller must be equipped with a "low battery" indicator that will record the condition as an event to be sent to the central system.

B. NETWORK CONNECTIVITY

Site controllers must be connected to the network's interface.

C. SECURITY CONTROLS

1. Communications between a site controller and the gaming devices must be encrypted per: <https://its.ny.gov/document/encryption-standard>.
2. A means by which facilities can choose between high-level (level 1 security) and low-level (level 2 security) access controls over site controller functions must be provided. Site controller functions are not allowed until a site controller is signed-on by entering the sign-on password. Password maintenance is based on the level of access. Level 1 can modify level 1 and 2 passwords; level 2 can only modify level 2 passwords. Use of an administrator function to accomplish this is acceptable. The principle of role-based access of the least privilege must be applied in accordance with:

https://its.ny.gov/sites/default/files/documents/nys-p03-002_information_security_0.pdf.

At a minimum, the Contractor shall provide/ensure that:

- a. Security groups are established to control user access to site controller applications, data and reports. Security permissions within each security group should only allow access to system applications, data and reports that are commensurate with that groups job duties. For example, cage cashiers may be one security group and their access may be limited to operating a validation terminal and redeeming vouchers, whereas a game vendor technician may be allowed access to game assignment functionality and specific reports.
- b. Each site controller must monitor the operation of each gaming device that is attached to the site controller. Each site controller must report to the central system all events of open doors, error conditions, out-of-service conditions, loss of power, loss of communications, logic area access, cash compartment access, failed integrity checks, and any other special gaming device events, as defined by the Commission. Each site controller must also report to the central system events that occur within the site controller (such as sign-on, sign-off, loss of power, loss of communication, etc.). Certain events will be reported to the central system as either a high or low security event, depending on which access passwords were entered.
- c. If the cash door access password is not entered for a level 1 site and the cash door is opened, then the event that is sent to the central system will be flagged as a high-level security event. When the password for cash door access is entered it will remain in effect for 30 minutes or until the facility enters the cash door access password again to deactivate it.
- d. Commission representatives will be required to enter their own password to sign-on at the facility location. Sign-on should be disabled after the central system's specified-time period has elapsed and a function to force a sign-off should be available on the central system per the ITS Information Security Policy <https://its.ny.gov/document/information-security-policy>. This password authorizes access to the user's security permissions, which may include logic area access and diagnostics. If the logic area is accessed and a field representative has not entered their password, then the event that is sent to the central system will be flagged as a high-level security event.
- e. Each site controller must disable a gaming device when certain events occur, including, but not limited to, when a gaming device fails to respond to a poll from a site controller, when event data indicates that the logic area was accessed, or when there has been a power failure or a memory problem. A site controller shall then require the gaming device to successfully pass integrity tests before the gaming device is allowed to resume play. Integrity tests must include verifying the game software signature matches with the certification from an independent test laboratory.

- f. A site controller must disable gaming devices when communication with the central system is lost for the number of seconds specified by a download as required to stop such download.

D. REPORTS

Each site controller must produce printed and electronic reports, in a format prescribed by the Commission, of daily and weekly sales and daily invoice information, game play results, and configuration status. Historical archiving must be available for reports identified in this section. At a minimum, the following reports should be available from a site controller:

1. Daily Sales report: This report should include, at a minimum, bank number, game manufacturer, gaming device number, credits played, credits won, and net win for each gaming device, with the ability to sort reports by bank, game manufacturer, or game device number.
2. Daily Sales Invoice/Remittance report: This report shall calculate the daily net proceeds due to the Commission from credits played, less credits won, less progressive and free play adjustments, less applicable operator commission, marketing allowance and capital award, plus unclaimed prizes and any taxes or offsets withheld from player prizes, and any other adjustments required by the Commission.
3. Promotional Play Summary report: This report should include a daily summary of coupon/free play redeemed for each promotional offer created on the central system, with reporting of game manufacturer, promotion code, coupon value issued ("Coupon In"), remaining coupon value ("Coupon Out"), and coupon value redeemed ("Coupon Played"). Additional reporting must include a cumulative summary of coupon issuance and redemption for each promotional offer.
4. Outstanding Voucher report: This report should summarize the aggregate number and dollar amount of vouchers issued, vouchers redeemed, and vouchers outstanding for each day of the prior 45-day period.
5. Event report: This report should include the last 100 events sent to the central system. The report provided must have the capability to select by specific gaming device number, gaming device, or site controller events, and date/time range.
6. Daily Net Win Variance report: This system balancing report must calculate the net win for each gaming device by comparing the "Credits" method (Credits Played, minus Credits Won) to the "Cash and Voucher" method (Cash and Voucher In, minus Voucher Out), noting any variance between the two (2) methods for each gaming device. Contractor shall investigate variances and provide weekly variance reports summarizing the cause of such variances.
7. Soft Count Reconciliation report: This report should summarize, by denomination, the number and dollar amount of currency run through each

gaming device bill acceptor for the time period specified by a user. It should allow for comparison to an imported file containing the physical soft count of currency from each device's drop box and produce an exception report with discrepancies by device.

8. Progressive Contribution and Jackpot Accounting report: This report should summarize progressive contributions and jackpot wins on each gaming device.
9. Daily Cash Drawer report: A summary and detail cash drawer report are required to account for all cash drawer activity. This summary report should identify each cash drawer assigned to a cashier in a gaming day and report on the beginning balance, total drawer funds and returns, total vouchers redeemed, the ending drawer balance and cashier over/shorts. A detailed report should list all individual transactions processed on the drawer for each cashier.
10. Configuration Inventory report: This report should include gaming device numbers, including, but not limited to, each gaming device's game identification number and logic board number, as well as site controller number and site controller's address.

E. SITE CONTROLLER FUNCTIONALITY

1. When requested by the central system, the site controller must enable or disable the operation of any or all gaming devices that are attached to the site controller.
2. A site controller shall be able to accept, load, and reboot using software that is downloaded from the central system.
3. A site controller shall be able to accept new software that is downloaded from the central system for any or all the gaming devices that are attached to the site controller and transmit that software to the appropriate gaming device. A site controller must be able to monitor and report on the software versions that are in use by each gaming device and that are in use by site controller.
4. A site controller shall accept, either directly or through an attached device, a bar-coded cash voucher that has been produced by a gaming device, converting the barcode to the associated unique serial number, and transmitting that number to the central system for validation on the central database.
5. A site controller shall allow for keyboard input of cash voucher validation information (in the event that a barcoded ticket is unreadable).
6. When a facility signs-on, a site controller shall display on its screen a sign-on message sent from the central system.
7. Diagnostic functions must include:
 - Testing the connections from the site controller to the attached gaming devices;
 - Testing the connections from the site controller to the central system;

- Memory check;
- Battery check;
- Printer test; and
- Testing and confirming the number of gaming devices in communication with the site controller.

F. MAINTENANCE AND REPAIR

The Contractor shall perform maintenance and repair of failed site controllers.

3.18 PERFORMANCE FACTORS

This section describes critical performance factors for the central system. The Commission will verify that performance criteria proposed by the Contractor has been implemented prior to accepting the new system. These performance criteria pertain to a fully loaded and operational system with all network communications encrypted using the encryption algorithm agreed upon by the Commission.

The performance factors must include:

A. Cash Voucher Production Response

Defined as the number of seconds between requesting a cash voucher from a gaming device, recording each voucher's data, and the production of the cash voucher at the gaming device.

B. Validation Response

Defined as the number of seconds between entering the unique cash voucher serial number and receiving a response from the central system as to its validity.

C. Special Event Response

Defined as the number of seconds required to record on the central system the occurrence of a special event at a gaming device including, but not limited to, access without a password, off-hours activity, open doors, paper jams.

D. Nightly Batch Processing Response

Defined as the number of hours required to perform all batch processing that must occur in the available time window between authorized periods of gaming device gaming activity. This includes, at a minimum, backup of all critical and changed data files on the central system, polling and obtaining sales and game data from site controllers for a fully populated gaming device base of 20,000 gaming devices. All file and database updating, and any special weekly or other periodic processing, must also occur within this time period. Standard report generation and the backup of static data files can occur outside of this nightly batch window as long as full availability of the fault tolerant production environment is not impacted.

The completion of all batch processing shall occur within the available batch window.

3.19 PROMOTIONS

The Commission requires the capability of providing players with coupons and downloadable credits offering free play for a gaming device. These coupons and credits, similar to the bar-coded voucher, will be inserted or downloaded into the gaming device and will allow the game play for a defined monetary amount. The central system must be capable of creating a file containing the barcode information to allow for printing or downloading into the player tracking system.

The Contractor shall provide a central system-driven, customized promotion program. Customization should encompass but not be limited to promotions by manufacturer by game type, bank of games, and by theme. The purpose of this capability is to enable the Commission to manage on-premise promotions by facility in an efficient centralized manner.

PART 4 – PROPOSAL RESPONSE

This Part 4 provides the requirements for development of the Technical and Pricing Proposals, explains the Proposal clarification process, and outlines the Proposal submission process. In preparation of the Proposal, each Bidder should pay special attention to the requirements and information being requested to respond fully to the RFP. Any Proposal found to be incomplete or imposing conditions in response to the requirements under this RFP may be deemed non-responsive and removed from further consideration. **Attachment 3, Document Submittal Checklist**, is provided to assist the Bidder in including all requirement information and documentation.

4.1 TECHNICAL PROPOSAL

1. ORGANIZATION AND FINANCIAL VIABILITY

Organization

a. The Bidder must provide the following information:

1. Name and address of business entity making the Proposal;
2. Type of business entity (e.g., corporation, partnership, etc.);
3. Place of incorporation, if applicable;
4. Name and location of major offices, plants and other facilities that relate to the Bidder's performance under the terms of this RFP;
5. Name, address and function of any and all subcontractors, associated companies, or consultants to be involved in any phase of this project;
6. Name, address, telephone number and e-mail address of Bidder's representative to contact regarding all contractual matters concerning this Proposal;
7. Name, address and telephone number of Bidder's representative authorized to bind the organization to the terms and conditions of its Proposal;
8. Name, address, telephone number and e-mail address of Bidder's representative to contact regarding arrangements for site visits or demonstrations, if required;
9. Bidder's Federal Employer Identification Number;
10. Bidder's organizational chart by staff title;
11. A summary of the Bidder's mission, culture and guiding philosophy;
12. Indicate the Bidder's hiring practices, including suitability standards;
13. A list of the Bidder's strengths in relation to the work defined in this RFP, including employee capacity to undertake and successfully carry out the proposed services;
14. A list of Bidder's accounts lost or resigned from over the past two years and explanation of why such loss occurred;
15. Indicate any penalties or liquidated damages over \$10,000 assessed against Bidder by gaming jurisdictions; and
16. To the extent not already provided in the Vendor Responsibility Questionnaire, describe key corporate personnel, ownership control, and

facilities available to satisfy the requirements of the RFP. This information will be used in conjunction with the Vendor Responsibility Questionnaire.

Financial Viability

In order to determine the Bidder's financial ability to perform under the Contract, the Commission requires the following financial information:

- a. Audited financial statements prepared by an independent certified public accountant (or equivalent for non-U.S. companies) for the Bidder for the last three (3) years (most recent and two prior fiscal years). If the Bidder is a subsidiary of another corporation, the financial statements of the Bidder, as well as the consolidated financial statements of the parent company, shall be submitted. If the Bidder is a parent corporation, parent-only financial statements, if available, and statements for the operating division that will perform these services shall be submitted.

If audited parent-only or Contractor/subsidiary statements are not available, the Commission will accept unaudited statements provided the Bidder's chief financial officer certifies that the statements are current, accurate and complete.

- b. If the Bidder is a subsidiary and will rely on the financial resources of the parent to perform this contract, the parent must certify, in writing, the availability of its resources to the Bidder.
- c. The Bidder must provide a letter of commitment from a creditor, if borrowing will provide any or all of the capital necessary for the Bidder to perform any work for any contract resulting from this RFP.
- d. The Commission reserves the right to require any additional information necessary to determine the financial integrity and responsibility of the Bidder.

2. EXPERIENCE

The Bidder must demonstrate in its Proposal that its organization is of sufficient size and has the qualifications and experience required to perform the requested services defined in the RFP. The Bidder should include sufficient detail to demonstrate the relevance of such qualifications and experience to the RFP and Contract, by providing the following:

- a. Description of the experience of the Bidder's organization that would be considered relevant to the successful accomplishment of the scope of work required herein and whether any of that experience was as a prime or subcontractor relationship. Provide the prime and subcontractor roles, if applicable.
- b. A description of the three most comparable accounts that the Bidder has been involved in within the last five (5) years. The description should not exceed one (1) page per project.

Gaming System Experience

The description of experience shall be detailed and cover all gaming contracts which the Bidder and any subcontractors have had and all experience similar to this Contract which qualifies the Bidder to meet the requirements of this Contract. Included shall be the names, titles, addresses and telephone numbers of organizations which may be contacted to verify qualifying experience. This information will also be used to evaluate whether the Bidder meets the minimum qualifications.

Each experience statement shall also include the following:

- a. Name of lottery or gaming enterprise(s) and size of contract (annual sales and number of gaming devices supported by the central system);
- b. The promised delivery dates and actual delivery dates of such central system;
- c. The term of the contract including effective dates;
- d. Reason for contract termination/expiration, if contract is no longer in effect;
- e. Types of services directly provided by the Bidder under the contract and whether the Bidder was a prime contractor or subcontractor;
- f. Number of facilities serviced under the contract; and
- g. Number of terminals at each facility.

References

Provide references, relevant to any of the requested services, as outlined below:

- a. Bidder shall submit three references;
- b. If submitting a joint Proposal, provide three (3) references for each company; and
- c. If utilizing a subcontractor for any significant portion of the work, provide two (2) references for each subcontractor.

References must include company name, contact person (name, title, phone number, e-mail address and mailing address) and include a general statement of the type of engagement performed for this reference.

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 Commission also reserves the right to request additional or alternative references to those provided in the Proposal. References will be used to substantiate the Technical Proposal.

3. PROJECT MANAGEMENT AND STAFFING

The Proposal must include the information listed below:

- a. 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 project director shall 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.

- b. Provide résumés (not biographies) for all proposed staff indicating the relevant experience of each. **Biographies do not provide sufficient information to allow for adequate evaluation of the individual’s capabilities.**
- c. Indicate the role each staff member will have in the project and the anticipated percentage of time allocated for each in the proposed work effort, including all on-site personnel to monitor the central system.
- d. Indicate the role, if any, that proposed staff has had in previous projects with the organization, particularly those presented in the Proposal under gaming experience.
- e. If applicable, list all subcontractors to be utilized, including each subcontractor’s name and address, contact person (name, title, phone number, e-mail address and mailing address), and a complete description of work to be subcontracted to each. Descriptive information relative to the subcontractor’s organization and capabilities must be included. If the Bidder intends to utilize subcontractors, but has yet to identify them, the Proposal must include a description of the credentials that will be sought of such subcontractor(s). If the Bidder does not intend to utilize subcontractors, the Bidder should indicate the same in the Technical Proposal.

4. WORK PLAN AND CENTRAL SYSTEM COMPONENTS

The Proposal must include a detailed Work Plan that identifies all aspects of the project, including specific deliverable dates, implementation process, central system configuration and features. More specifically, the work plan should do the following:

1. Describe the approach to the project, including:
 - a. A detailed timeline and process for account transition and implementation, including the plan for developing, initiating, and operating this project. Any components that are under development or not production-ready must be identified, as well as the stage of development and the expected date of readiness. Include the date of completion and “go-live” dates.
 - b. Affirm that the central system will provide monitoring and game outcomes based on a finite pool.
 - c. Describe how data encryption will be accomplished, including which encryption algorithm will be used, for communications between the site controllers and the central system.
 - d. Describe the proposed approach to providing training to each of the following groups of Commission staff:

- Administrators/Analysts/Programmers - All central system functions, administration functions, operating system, database concepts, and report writer.
 - Testing specialists - Use of site controller, PC-based central system simulator, site controller simulator, and standalone site controller.
 - Accounting/Auditing - All accounting/auditing functions, meter maintenance and invoicing.
 - Security - Events, cash vouchers, cash voucher problem resolution, and cash voucher validations.
2. Identify how many management and validation terminals (including printers) will be installed at each individual facility. Bidders should use the table in **Exhibit 1, Current Gaming Devices**, to estimate the volume of sales and validation activity to determine the number of terminals required. Describe how management terminals will be connected to the central system.
 3. Provide a description of the central system communications.
 4. Describe how each of the components of the central system will be handled, policies and procedures relating to each component, security, the role of any third-party processor to be used, any applicable schedules (funds availability, etc.), and any other pertinent information pertaining to the services required by the Commission.
 - A. Primary Data Center
 - i. Describe the proposed hardware configuration of the central system that will be installed in the Commission's primary data center.
 - ii. Describe the system software that will be installed on the central system. All third-party software products and tools that will be used on the system should be described.
 - iii. Describe the methods, communications protocol, and equipment that will be used to connect the primary site central system to the backup central system located in the Contractor's backup data center.
 - iv. Describe the communications capacity required and the process for performing high-speed data file transfers over this connection.
 - v. Describe the capabilities for keeping data on the two systems synchronized. This could include real-time remote disk logging or periodic file transfers.
 - B. Backup Data Center
 - i. Describe the proposed hardware configuration of the central system that will be installed in the backup data center.

- ii. Describe the hardware vendors, processor types and models, and peripheral configuration (e.g., drive types and capacities, media storage types and connections, printer types and speeds, etc.) and the process that will be implemented to deliver uninterrupted service in the event of a failure at the primary site.
- iii. Describe the system software that will be installed on the central system at the backup data center and all third-party software products and tools that will be used on the system.
- iv. Describe the methods, communications protocol and equipment that will be used to connect the backup site central system to the primary central system.
- v. Describe how data and application software will be maintained at the backup site such that an immediate transfer of operation to the backup site will be accomplished in the event of a failure at the primary site, including the methods and timing that will be used to transfer current data from the primary central system to the backup central system.

C. Test System

Describe the test system capabilities.

D. Availability

Affirm the central system will be active 24 hours per day and that it conforms to the conditions required by Section 3.4.D of the RFP.

E. Capacity and Growth Capability

Describe in detail how the Bidder proposes to handle System Requirements identified in Part 3 of this RFP for the number of facilities and terminals indicated in **Exhibit 1, Current Gaming Devices**, and how scalability will be handled if it is necessary to increase those numbers.

F. Data Retention and Archiving

Describe how data archiving and reporting will be implemented.

G. Security Controls

- i. Describe how remote maintenance access to the central system by the Contractor and any other external access will be restricted.
- ii. All access to processes, databases and system libraries shall be controlled and monitored at the user level. A user is defined as a Contractor employee, a facility employee, or a Commission employee. Describe controls that exist in this area.

- iii. Describe the capability to set up user access accounts with flexibility in granting user access rights at the system level (not within the application) to databases, application programs and operating system functionality, and how specific access rights, such as read, update, and delete, are granted.
- iv. Describe the central system's ability to selectively monitor user log-ins, log-outs and the use of application and system programs by logging details (e.g., date, time, user 1.0.) of each occurrence, and exception logs and reports that are available, including the ability to selectively report on events in the system security log file.
- v. Describe the central system's ability to control access by week, day or time-period.
- vi. The movement of software between test and production source and object code libraries must be restricted and controlled. Describe controls that will be implemented over software migration and controls that exist over access to, and modification of, any application source code resident on the central system.

5. General System Software

Proposals should fully describe how its central system supports the specifications in Section 3.5.

Bidders should describe their capability to interface between the central system and current player tracking software packages operated by the facilities.

Describe the central system's software components that will be used to support the operation of the central system. This description should include at least the following elements:

- Name, version and vendor of operating system software;
- Name, version and vendor of application development language(s);
- Name, version and vendor of database management system software; and
- Name, version and vendor of report writers, screen generators, code generators, or other software products used to develop and operate the central system.

Describe plans to administer software version control and implement software enhancements throughout the life of the contract (i.e., what process will be followed, lead-times needed to ensure thorough yet responsive updates).

6. Central System Monitoring and Data Maintenance

Identify information maintained by the central system and the site controller, including, but not limited to:

- i. Describe how information pertaining to monitoring of active and inactive VLTs in the field will be provided and other similar types of transaction and status information that is available. Include samples of standard screen and report formats.
- ii. Describe how the functionality will be provided to allow Commission personnel to add, modify, delete, inquire, and report on all information stored on the central system, and what controls exist to restrict its use.
- iii. Bidders must identify how many active games per gaming device, and how many games system-wide, the central system will support. Describe any limitations the central system has in this area.
- iv. Bidders are required to address in their Proposal how a potential attempt to launder money can be identified. Describe an algorithm of cash-in to credits played that will flag a transaction as potentially suspicious.

7. Games Software/Checksum

Management of video lottery game software is a critical aspect of the overall security of the central system. The following specifications are required to ensure that only approved software is used in gaming devices. Bidders should fully describe how the central system will perform each of the following functions:

- i. Define new software to the central system and enter all characteristics including games. Identify all software by gaming device manufacturer.
- ii. Load software images to the central system and identify each stored image by gaming device manufacturer.
- iii. Perform a mathematical process on the software image and compare this result to the result on an identical process performed by a gaming device on its software.
- iv. Game software shall not be permitted to run if a checksum process fails.
- v. Any software that fails a checksum process shall be removed from the central system.

8. Cash Voucher Production and Validations

- i. Describe the algorithm used to generate cash voucher serial numbers that are unique across the entire system, regardless of which gaming device produces the number and when it is produced.
- ii. Describe how the production and recording of cash vouchers are affected when communications between the site controller and central system are interrupted, including, but not limited to, what happens if communications are

interrupted during the transaction as well as if communications have been interrupted prior to the time the cash voucher is requested.

- iii. Describe the manner in which cash voucher and validation transactions are recorded and updated on the central system.
- iv. Describe how the validation system will handle withholdings and offsets from prizes that meet certain thresholds.
- v. Describe the format and content of the database record key that will be used to ensure that duplicate keys do not occur.

9. Application Security Controls

Describe application security controls as required in Section 3.9.

10. Progressive Jackpots

- i. The central system must support the use of progressive jackpots. Describe what options exist for progressive jackpots, including progressive games that involve:
 - Multiple gaming devices within a facility's location;
 - Gaming devices across facility locations in a selected group; and
 - Statewide progressive jackpots.
- ii. Describe how progressive jackpot amounts are calculated.
- iii. Describe how progressive jackpot amounts are communicated to the gaming devices that are participating in progressive jackpots.
- iv. Describe how cash vouchers that include progressive jackpot winnings will be validated.
- v. Describe how gaming device meters are used to record progressive jackpot plays.

11. Site Controller and Gaming Device Communications

The central system must communicate with all site controllers for the purposes of exchanging commands, requesting data, and transmitting data. Describe the protocol for the site controller, and how each element in Section 3.11 will be achieved.

12. Periodic Application Processing

- Describe process to collect meters;
- Describe edits on received meter data for validity and reasonableness;

- Provide exception reports showing rejected meter data and reason for rejection;
- Provide capability to correct rejected or erroneously posted meters (corrections must propagate forward to include most recently received meters);
- Provide daily activity summary report by facility;
- Provide report showing facilities and gaming devices not responding to request for meter data; and
- Demonstrate how the central system will receive information electronically from the Commission on a daily basis of players who by action of the facility or player are banned from participating in gaming activities in the State of New York, and lock any voucher presented by an individual who appears on the exclusion list referenced in Section 3.8.F.

13. Network Operations Center Reports

- i. Describe any other management, operational, and marketing reports produced by the central system.
- ii. Samples of proposed central system reports should be included in the Proposal.

14. Application System Access and Use

Affirm the central system will comply with the requirements in Section 3.14.

15. Application Documentation

Affirm the central system will comply with the requirements in Section 3.15.

16. Support for Testing Application Software

- i. Describe any transaction similar to test data generators available as part of the central system.
- ii. Describe testing tools available in the central system.

17. Facility Site Controller

The Bidder should specify the number of site controllers planned for each facility based on the number of gaming devices shown in the table in **Exhibit 1, Current Gaming Devices**.

A. Site Controller Hardware

- i. Describe site controller's available functionality and its standard and optional data input/output components.

- ii. Describe the physical characteristics of the site controller, including:
 - Size and weight;
 - Memory size, expansion options and upgrade procedure;
 - How buttons and internal components are protected from liquid spills, including results of liquid spill tests;
 - Print method and speed;
 - The method, capacity, and expansion options of any data storage capabilities; and
 - Other configuration options and environmental requirements.
- iii. Describe how each site controller will support any combination of gaming devices attached to it and identify the maximum number of devices each site controller can support.
- iv. Provide information related to site controller power requirements.

B. Site Controller Network Connectivity

- i. Describe the operation of site controllers and any events that occur should the site controllers lose communications capability with the central system.
- ii. Describe how a site controller will be connected to the network interface device in the facility's establishment and the physical interface, communications protocol, and other relevant transmission requirements.
- iii. Describe how a site controller will be connected to the gaming devices, including, but not limited to, a complete description of the physical cabling requirements and the gaming device interface board.

C. Site Controller Security Controls

- i. Describe how data encryption between site controllers and gaming devices will be accomplished, including which encryption algorithm will be used.
 - ii. Describe how disabling a gaming device when certain events occur will be accomplished, when integrity verification takes place, and what events will be passed to and recorded on the central system as a result of each situation.
 - iii. Describe how a site controller will restore sales and other data to its buffer after a site controller's memory is cleared or a gaming device logic board is cleared or swapped.
- v. Describe how security groups and permissions will be established to limit user access to site controller functionality and applications that are commensurate with the users' job duties.

D. Site Controller Reports

- i. Each site controller must produce printed reports of daily and weekly sales and daily invoice information, game play results, and configuration status. Describe the reports produced by a site controller and whether they will be produced from data held at the central system or in a site controller.
- ii. Describe how additional reports added after start-up can be printed from the site controller.

E. Site Controller Application Functionality

- i. Describe how progressive games are supported by a site controller, including, but not limited to, progressive lottery games for gaming devices within the facility's establishment as well as progressive lottery games as part of a broader group of gaming devices (e.g., multiple selected locations or Statewide).
- ii. Describe the diagnostic functions which will be available on a site controller and how access to these functions will be limited to Commission representatives. Diagnostic functions must include:
 - Testing the connections from the site controller to the attached gaming devices;
 - Testing the connections from the site controller to the central system;
 - Memory check;
 - Battery check;
 - Printer test; and
 - Number of gaming devices in communication with the site controller.
- iii. Provide a facility user manual, including table of contents.
- iv. Provide a copy of technical specifications and service manual.

F. Site Controller Maintenance and Repair

Describe the serviceability of a site controller, including the ease of field replacement of subassemblies.

18. Performance Factors

Describe the central system's performance standards, including response times for the following:

- Cash Voucher Production;
- Validation;
- Special Event; and
- Nightly Batch Processing.

19. Promotions

The Bidder should illustrate how it would approach a central system-driven customized promotion program. Customization should encompass but not be limited to promotions by manufacturer by game type, bank of games, facility and by theme. The purpose of this capability is to enable the Commission to manage on-premise promotions by facility in an efficient centralized manner without the use of facility resources. The Bidder should illustrate experience with major co-op promotions and strategic partnerships in past gaming device operations. Examples might be car dealers, local major hotels, major restaurants, major department stores, etc. The central system should be able to telegraph to the machines the promotion announcement, explain the rules of the promotion and control the accountability for all transactions.

Note: Site Visits and Demonstrability of Proposed Terminals

As stated in Section 1.15, the Commission may, at its sole discretion, visit any site where the Bidder conducts, or has conducted, operations similar to the services required in this RFP, and may require demonstrations of such equipment as proposed by the Bidder.

Any site visits and/or demonstrations will be used to substantiate the Technical Proposal.

5. M/WBE DIVERSITY PRACTICES

In addition to requirements specified in Section 2.14 of this RFP, each Bidder must provide, in writing, their Diversity Practices in the form provided in this RFP as **Appendix K – Diversity Practices**.

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

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

Note: Bidders will be scored on this section pursuant to Part 5 of this RFP. All available points will be awarded based on the responses provided to Appendix K, Diversity Practices.

4.2 PRICING PROPOSAL

Bidders must complete **Attachment 2, Pricing Proposal Form**, as directed on the Form and based on the scope of work defined in Part 3 of the RFP. **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 to resolve any ambiguity or questioning information presented in the Bidder's 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 addenda 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 a 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 (collectively referred to herein as the "Proposal"). Each Volume must be sealed separately from the other and packaged together when submitted to the Commission as defined in Section 4.4.C.

Volume I – Technical (non-price) Proposal:

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

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

The Technical Proposal must include a transmittal letter, signed in ink (i.e. a "wet ink signature") by an official authorized to bind the Bidder to its provisions, and must include Information outlined below.

To assist Bidders in their Proposal response and submittal of the required documents, a **Document Submittal Checklist** is incorporated into this RFP as **Attachment 3**. This checklist must be completed and included with the Bidder's Technical Proposal.

1. Transmittal Letter: The transmittal letter must be signed and shall contain names, addresses (physical and e-mail), and telephone numbers of individuals who are authorized by the Bidder to address matters related to the Proposal including, but not limited to, contractual, technical, site visit, and references. **The transmittal letter must also contain a statement that the Proposal will remain valid at least 180 days from the due date of Proposals.**
2. Document Submittal Checklist – (Attachment 3).
3. Bidder Acknowledgement of Addendum – (Attachment 1).
4. Signed Contract Form (Appendix B) (Section 2.2).
5. Designation of proprietary information in the form described in this RFP (Section 1.13).
6. Disclosure of Litigation and Other Information (Section 1.17).
7. Conflict of Interest Disclosure (Section 1.18).
8. Certifications and representations as required by this RFP and as listed in the Document Submittal Checklist.

9. Response to specifications and in the order provided for in this Part 4, including technical documentation as appendices.

Volume II – Pricing Proposal:

The Pricing Proposal must be prepared as directed in Section 4.2 of this Part using the **Pricing Proposal Form, Attachment 2**, of this RFP.

C. Proposal Submission:

Both volumes of the Bidder's Proposals 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 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 (2) originals and six (6) copies.**
- **Electronic (non-redacted): Two (2) USB Memory Sticks, each containing a PDF file.**
- **Electronic (redacted): One (1) USB Memory Stick, each containing a PDF file.**

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

Pricing Proposal

Both hardcopy and electronic versions of the Pricing Proposal must be submitted as noted below and must be marked clearly to differentiate. The electronic version must mirror the hard copy.

- **Hardcopy: Two (2) originals and one (1) copy.**
- **Electronic: One (1) USB Memory Stick containing a PDF file.**

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 Pricing Proposal considered.

Packaging the Proposals

Each volume of the Proposals 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 title and 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 should be placed on the outside of an interior envelope or package.

The address for Proposals submitted by contract carrier, courier delivery, hand delivery, or by U. S. Postal Service is:

Stacey Relation
Contract Management Specialist 3
New York State Gaming Commission
Contracts Office, 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 either of the designated/permissible contacts 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 at the start of the evaluation process.

E. Late Proposal

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

F. Joint Proposals

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

G. Multiple Proposals from One Bidder Prohibited

Multiple Proposals from one Bidder are not permitted under this RFP. A Bidder shall submit only a single Proposal, consisting of a Technical Proposal and a Pricing 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. The responsibilities and liabilities of the Commission and State shall be limited to those set forth in the contract.

PART 5 – EVALUATION AND SELECTION

5.1 **INTRODUCTION**

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

5.2 **METHOD OF AWARD**

The method of award under this RFP will be "Best Value," the evaluation method for awarding a Contract to the Bidder whose Proposal optimizes quality, cost, and efficiency among responsible offers. The determination of Best Value will be based on a scoring of Technical and Pricing Proposals in response to the RFP specifications and as defined in 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. An evaluation committee (the "Committee") will be designated and will be comprised of Commission staff and other employees of the State of New York. 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. Pricing Proposals will be scored following conclusion of the Technical Proposal scoring process. **The relative scoring weight of Technical to Price will be: Technical 70%; Price 30%.**

The evaluation and award process will be comprised 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.
- G. Compilation of the technical and pricing score of each Bidder into a summary score sheet, by staff of the Contract Administration Office.
- H. Preparation of a Recommendation of Award Memorandum (Memorandum), on behalf of the Committee, by the Contract Management Specialist III, or designee. Signature by the Committee Chair on behalf of the Committee, of the final Memorandum.
- I. Submission of the Memorandum to the Commission's Executive Director or designee for review and acceptance of the Committee's recommendation and briefing of the Commissioners.
- J. Review and acceptance of the award by the Commissioners.
- K. Signature of the Memorandum by Commission's Executive Director or designee.
- 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 it may consider such information obtained when evaluating the Bidder's Proposal. This may include, but is not limited to, the Chair of the Evaluation Committee engaging 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%

- Bidder's Organization & Financial Viability (10 points)
- Experience (15 points)
- Project Management & Staffing (10 points)
- Work Plan & Central System Components (30 points)
- M/WBE Diversity Practices (5 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. Price will be determined by percent of net revenues bid multiplied by the estimated net revenues for one (1) year.

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 notification letters to unsuccessful Bidders indicating that an award was made and is 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 (the Commission will accommodate in person or telephone debriefings, as requested by the Bidder) to any unsuccessful Bidder 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 Bidder within fifteen (15) calendar days of release by the state agency of a notice in writing or electronically that the Bidder's offer is unsuccessful.

5.9 PROTEST OR APPEAL

If a Bidder decides to protest the award decision, the following protest procedures will be followed:

- A. Any protest of the award decision must be filed with the Commission, no later than ten (10) business days following the date of written notification of award to the unsuccessful Bidder, pursuant to Section 5.7 of the RFP.
- B. The protest must clearly state the basis for the protest and include all relevant documentation supporting such protest.
- C. The Commission shall conduct a review of the protest and issue a written determination to the protesting party within fifteen (15) business days of receipt of the protest. If additional time for issuance of the determination is necessary, the Commission will inform the Bidder of the delay and of the time frame within which a determination may be expected. The final written determination provided to the Bidder will constitute the Commission's final administrative determination of the protest.

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

**VIDEO LOTTERY GAMING CENTRAL SYSTEM PROVIDER
C190001**

THIS AGREEMENT made this _____ day of _____, 20__ 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 [Contractor], having an office at [address] (the "Contractor").

WHEREAS the Commission issued a Request for Proposals ("RFP") on April 23, 2019 soliciting proposals from qualified firms to provide a Video Lottery Gaming Central System, and clarified the requirements of the RFP with questions and answers dated May 10, 2019 and May 22, 2019 (collectively, the "RFP"); and

WHEREAS the Contractor submitted a Technical Proposal and a Pricing Proposal dated [_____, 2019] (collectively, the "Proposal"), which was deemed to be the Best Value, 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 a video lottery central system, including, but not limited to, professional services, hardware and licensed software so that the Commission may conduct and administer video lottery games at licensed facilities in the State of New York ("the State"), as more fully set forth in the RFP and the

Proposal. Both the RFP and the Proposal are hereby incorporated into this Contract with the same force and effect as if they were fully set forth herein.

2. **Term.** This Contract shall be effective October 1, 2019 through September 30, 2029. The “Conversion Period” shall be October 1, 2019 to December 31, 2019. Conversion shall be fully completed no later than December 31, 2019.

3. **Regulations.** Contractor agrees to familiarize itself with the regulations issued by the Commission concerning the operation of video lottery gaming within the State and to comply with same.

4. **Licensing.** Contractor agrees to submit to licensing procedures established by the Commission and recognizes that satisfactory licensing is a condition of successful performance of the Contract. Failure to maintain the required license shall be cause for termination of the Contract.

5. **Financial Arrangements.**

(a) Compensation. In full consideration for all goods and services specified in the RFP and the Proposal, the Commission agrees to pay, and the Contractor agrees to accept, compensation in accordance with the prices set forth in the Proposal, unless otherwise stated herein. No minimum amount is guaranteed by this Contract and the Contractor shall not have any right to make a claim therefor. Expenditures under this Contract shall not exceed [XXXXXXXX].

(i) The Commission shall, each week, utilize video lottery central system reports to calculate the amount of net win and the compensation due and owing to the Contractor consistent with the schedule provided by the Contractor in its Pricing Proposal. For the purposes of the provisions of New York State’s State Finance Law and Article 34 of the New York State Tax Law (Lottery Law) permitting the retention of a portion of sales revenues as compensation

for services, Contractor shall be considered a “licensed lottery sales agent,” a “licensed lottery retailer” or a “retailer” as that term is used in Article 34 of the New York State Tax Law.

(ii) Conversion Period. Contractor will be compensated a percentage of net revenues derived from the games that are operating on the Contractor’s central system.

(iii) Compensation Upon Termination. In exchange for Contractor’s agreement to perform services under the Contract, the Contractor shall receive compensation if the Contract is terminated for any reason other than termination not for cause, or if the Contract expires and the Contractor is not permitted or able to remove all of the Contractor’s system because it is not able to physically remove the system or, if the system remains in use by the Commission or the Contractor’s successor (compensation may include a continuing royalty for the use of Contractor’s software), except cabling to video lottery terminals; provided however, that the cabling shall not include any hardware-related network equipment, such as switches.

(iv) Cabling, Hardware, and Other Costs. The Contractor shall be responsible for cabling, hardware, and other costs required to install and maintain the Contractor’s Central System at new gaming facilities, converted gaming facilities, and to expand existing facilities. The Contractor, however, shall not be responsible for any costs associated with the moving of an existing facility. In the event that an existing facility is moved to a new location, in order to ensure the integrity of the operation of the central system at the new facility, the Contractor shall have the right to require that only vendors that are approved by the Contractor, and that only equipment that meets the Contractor’s specifications, are used in connection with the installation of any cabling or other equipment or components that will form any part of the central system at the new facility. The Contractor shall demonstrate to the Commission’s satisfaction that fees charged by such approved vendors are reasonable in relation to the services performed by such vendor. The Contractor shall remain responsible for any costs associated with maintenance of cabling at existing facilities, new gaming facilities, and at relocated or moved facilities.

(b) Liquidated Damages.

(i) The Commission may, in its discretion, deduct liquidated damages from the compensation otherwise due to the Contractor when the circumstances which give rise to a claim for liquidated damages exist. There may be occurrences whereby, in its sole judgement, the Commission determines not to assert its right to claim liquidated damages, and such determination shall not be precedential or prejudice the Commission's option to assert such right in the future.

(ii) The parties agree that the assessment will be made per occurrence for the liquidated damages described in Section 2.13 of the RFP for any Contractor failures which do not result in lost revenue to the State of New York. The parties further agree that the failures described in Section 2.13 of the RFP may result in loss of revenues to the State of New York and, therefore, liquidated damages claimed for such failures would not necessarily be limited to damages per occurrence. In that instance, the measure of liquidated damages for failures described in Section 2.13 of the RFP shall be the amount of lost revenue to the State of New York reasonably estimated from historical data. For the purposes of this Contract, lost revenue to the State of New York shall be equal to the portion of net proceeds due to education aid, which shall be calculated as total credits played, less credits won, less promotional credits, less sales agent commissions, and less administrative and operating expenses of the Commission applicable to the number of video lottery terminals for a comparable period in question. Damages are assessed when the liquidated damages bear a reasonable proportion to actual losses sustained as a result of Contractor's conduct.

(iii) In order to facilitate the efficient and timely implementation of the software modifications and enhancements as required by Section 3.2.10 and Section 3.2.11 of the RFP, the Commission retains the right to assess liquidated damages for failures that result in loss of

revenue. These damages shall not be applied until thirty (30) days after the installation of new software or an upgrade to existing software, except for repeat uncorrected failures.

(iv) The Commission shall send written notice of such failure to the Contractor within thirty (30) days of the occurrence. Failure to send such notice constitutes a waiver of any and all liquidated damages with regards to the occurrence.

6. **Connection to Central System.** The Contractor shall have the right to charge fees to entities that connect to or that use the central system with respect to use or service that the Contractor is not obligated to provide pursuant to this Contract. The fees may include charges for testing, and fees and royalties for connection and use. The Contractor, however, shall obtain the Commission's prior approval, which shall not be unreasonably withheld or delayed, before charging for such use or service; provided further, however, that such charges shall be at or below the market prices for use or service.

7. **Consent.** The Commission agrees that its consent to the Contractor's assignment of its interest and obligations under the Contract shall not be withheld unreasonably.

8. **Conversion.** The parties understand and agree that the Commission may utilize all or part of the last year of the Term, or any extension thereof, for the conversion to a subsequent contract to provide a central system in connection with the operation of video lottery. The Contractor agrees to cooperate fully and in good faith in such conversion. Any transition or conversion to another vendor shall not interfere with the Contractor's ability to fulfill this Contract and shall not reduce or diminish the Contractor's compensation pursuant to the Contract.

9. **Approvals Required.** This Contract, and any extension of the term of this Contract or any amendment of the provisions of this Contract, 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.

10. **Mutual Cooperation.** The objectives of this Contract include maximizing the net proceeds to the State of New York from video lottery gaming at reasonable rates of compensation to Contractor through the installation and use of a central system as more fully described in the RFP and the Proposal. The parties agree to cooperate fully and in good faith and to assist each other, to the extent reasonably practicable, in order to accomplish these objectives. Contractor agrees to commit to the level and quality of staffing as specified in its Proposal, and to submit quarterly reports to the Commission specifying current staffing levels, personnel, vacancies, and plans for filling vacancies.

11. **Contractor's Proprietary Rights.** The Commission acknowledges the Contractor's proprietary and intellectual property rights in and to Contractor's hardware, system specifications and details set forth in the Proposal, and the software heretofore and hereafter created by Contractor, for operation of the system on hardware of both the Contractor and the Commission. The Commission further acknowledges that such rights shall survive the expiration or termination of this Contract and agrees to maintain the confidentiality thereof to the extent allowed by law and to render such reasonable assistance as may be necessary to protect and preserve Contractor's interests therein.

12. **Limitation of Contractor's Lobbying Activities.** Contractor agrees to abide by all applicable rules, regulations and laws relating to its lobbying activities in New York. In addition, Contractor agrees to provide, during the term of this Contract or any extensions thereof, written notification, updated quarterly, to the Commission specifying the name, business address and telephone number of any lobbyist, as that term is defined in Section 1-C of the New York State Lobbying Act (New York State Legislative Law Article 1-A) employed or hired to represent the Contractor within the State of New York on Commission issues. Failure to provide

this information to the Commission will constitute a material breach of the terms of this Contract and be cause for termination.

13. **Communication and Contracts.** Contractor shall enter into and maintain only authorized communication with other contractors supplying goods and services to the Commission in furtherance of video lottery gaming within New York State. Contractor agrees to forego entry into any contracts other than this Contract to perform services or supply goods in furtherance of video lottery gaming in New York State unless otherwise approved in writing by the Commission.

14. **Termination and Suspension.**

(a) The Commission shall have the right to terminate this Contract for convenience or for any of the following causes:

(i) a material breach by the Contractor of any of the provisions of this Contract;

(ii) a determination by a court of competent jurisdiction that the Contractor is bankrupt or insolvent;

(iii) a good faith determination by the Commission that continuation of the Contract could place the integrity of the Commission in jeopardy; or

(iv) a conviction of the Contractor or any of its directors, officers, or employees of any criminal offense connected to the Contractor's business which, in the sole reasonable opinion of the Executive Director of the Commission, would be prejudicial to public confidence in the New York Lottery or the Commission.

(v) Grounds for Cancellation. Upon the refusal by a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, or the organized crime task force in the department of law, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or contract had with the state, any political subdivision thereof, a public authority

or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with the state or any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and to provide also that any and all contracts made with the State or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the State without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the State for goods delivered or work done prior to the cancellation or termination shall be paid.

(b) In the event that the Commission decides to exercise the right to terminate this Contract for cause, the Commission shall give the Contractor written Notice of Intention to Terminate for Cause (“Notice”). Such Notice shall state clearly and specifically the cause for which termination is sought, and the Contractor shall be entitled to a period of thirty (30) days from receipt of such Notice to correct or cure the cause so described to the reasonable satisfaction of the Commission in which case such Notice shall be deemed withdrawn and a nullity. If termination is sought because of a criminal conviction as described in subparagraph (iv) of Paragraph (a) of this section 14, the cause for termination shall be deemed to be cured if the Contractor causes or obtains the dismissal, resignation, retirement, or other removal of the person convicted of such offense during such thirty (30) day period.

(c) The Commission reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State’s State Finance

Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, the Commission may exercise its termination right by providing written notice to the Contractor in accordance with the written notice terms of this Contract.

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

(e) The Executive Director of the Commission or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Executive Director of the Commission or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

15. Conflict of Interest.

(a) The Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Contractor to breach any other contract currently in force with the State of New York, 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 Contract. 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 Contract, 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 further 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 because the Contractor may have existing, or establish new, relationships. The Commission will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the Commission, a real or potential conflict of interest cannot be cured.

16. **Ticket Purchase and Prize Payment Restrictions.** No officer or employee of the Contractor or of any subcontractor, and no person residing in the same household of such officer or employee shall purchase a New York Lottery video lottery ticket or be paid a prize in any New York Lottery video lottery game. The Contractor shall ensure that this requirement is made known to each officer and employee of the Contractor and any subcontractor. "Subcontractor" is defined as those who play a major role in providing the central system supporting the New York

Lottery's video lottery games and game accounting and who are employed by the Contractor during the life of the Contract.

17. 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 Contract. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Commission deems confidential. The Commission will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Contractor.

(b) Confidential Information does not include information that, at the time of Commission's disclosure to the Contractor:

(i) is already in the public domain or becomes publicly known through no act of the Contractor;

(ii) is already known by the Contractor free of any confidentially obligations;

(iii) is information that the Commission has approved in writing for disclosure; or

(iv) is required to be disclosed by the Contractor pursuant to law or applicable professional standards, so long as the Contractor provides the Commission with notice of such disclosure requirement and an 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 Contract. The Contractor shall not make copies of

any written Confidential Information, except as necessary to perform the services required by this Contract, 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 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.

18. Records Retention. Records required by this Contract to be retained by the Contractor shall be retained for the periods specified in Appendix A, attached hereto. Such records may be retained in their original form or in any other reliable and readily retrievable format, at the option of the Contractor.

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

(a) As to the Commission:

Acting Executive Director
New York State Gaming Commission
One Broadway Center
Schenectady NY 12305

(b) As to the Contractor:

Contact:
Company Name:
Address:

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

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

21. **Relationship.** The relationship of the Contractor to the Commission arising out of this Contract shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Commission or the State of New York, and that it 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. All personnel of the Contractor shall be within the employ of the Contractor only or shall be duly contracted subcontractors of the Contractor, which alone shall be responsible for their work, the direction thereof, and their compensation. Nothing in this Contract shall impose any liability or duty on the Commission or the State of New York on account of any acts, omissions, liabilities or obligations of the Contractor or any person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, consultant, independent contractor, specialist, trainee, employee, servant or agent, for taxes of any nature, including, but not limited to,

unemployment insurance and workers' compensation insurance, and the Contractor hereby agrees to indemnify and hold harmless the Commission and the State of New York against any such liabilities.

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

Neither the Contractor nor the Commission shall be liable to the other for any delay in or failure of performance under the Contract resulting from this RFP due to a Force Majeure occurrence. Any such delay in or failure of performance shall not constitute a default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Commission to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

23. **Documents Incorporated.** Appendix A, Standard Clauses for New York State Contracts, dated January 2014, the RFP, and the Proposal are hereby incorporated herein and made a part hereof.

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

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

(e) Vendor Proposal and any clarifying responses by the vendor.

25. **Miscellaneous Provisions.**

(a) A waiver of enforcement of any provision of this Contract shall not constitute a waiver of any other provision of this Contract nor shall it preclude the affected party from subsequently enforcing such provision.

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

(c) The headings contained in this Contract are intended for ease of reference only and shall not be interpreted to limit or modify any of the provisions of this Contract.

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

IN WITNESS WHEREOF, the parties hereto have executed this Contract 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

BIDDER/OFFERER DISCLOSURE/CERTIFICATION FORM

CONTRACT/PROJECT DESCRIPTION: Video Lottery Gaming Central System Provider

CONTRACT/PROJECT NUMBER: #C190001

RESTRICTED PERIOD FOR THIS PROCUREMENT: April 23, 2019 through approval of the Office of the State Comptroller.

PERMISSABLE CONTACTS: Stacey Relation and Alysan Bowers

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): _____

3. 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) _____

4. 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: _____

**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 _____, 20__ as the act and deed of said corporation.

Title

Signature



Appendix E

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:

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

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

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

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

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

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

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

Legal Business Entity

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

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

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

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

IDENTIFYING INFORMATION

a) Reporting Entity Name

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

Telephone

ext.

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

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

Yes No

If “Yes,” enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.
For each person, include name and title. Attach additional pages if necessary.

Name

Title

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

INSTRUCTIONS FOR SECTIONS III THROUGH VII

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

III. LEADERSHIP INTEGRITY

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

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

For each “Yes” or “Other” explain:

IV. INTEGRITY – CONTRACT BIDDING

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

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

For each “Yes,” explain:

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

V. INTEGRITY – CONTRACT AWARD

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

- | | |
|---|--|
| 5.0 Been <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 or 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
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

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

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

IX. ASSOCIATED ENTITIES

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

9.0 Does the Reporting Entity have any Associated Entities?

Yes No

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

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

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

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

Yes No

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

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

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

Yes No

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

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

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

Yes No

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

**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



**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: (*DO NOT USE DASHES*)
See instructions.

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

2. Taxpayer Identification Type (check appropriate box):
 Employer ID No. (EIN) Social Security No. (SSN) Individual Taxpayer ID No. (ITIN) N/A (Non-United States Business Entity)

Part III: Address

1. Physical Address: 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.



ELECTRONIC PAYMENT (ePAYMENT) REQUEST

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

Part I: Vendor Information

NYS Vendor Number:

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

Legal Business Name:

Remittance Address –
Number, Street, Apartment, Suite Number or Rural Route:

City or Town, State, Zip, Postal Code:

Part II: Type of ePayment Request

New Enrollment
 Change ePayment Bank Information
 Cancel ePayments

Part III: Vendor Certification

Recovery of Funds Deposited in Error: In the event that an erroneous electronic payment is sent, the State reserves the right to 'reverse' the electronic payment. In the event that a 'reversal' cannot be implemented, the State will utilize any other lawful means to retrieve payments to which the payee was not entitled.

I certify that I understand this Electronic Payments authorization, including the Recovery of Funds Deposited in Error, for the State of New York to deposit funds into the designated bank account through an electronic fund transfer. The agreement represented by this authorization remains in effect until cancelled by the payee.

Authorized Vendor Contact Signature:

Vendor Contact Name (Printed):

Title:

Email Address (Required):

Phone Number:

Part IV: Financial Institution Information

Name of Financial Institution:

Type of Account:

Savings Account
 Checking Account

Bank Routing Number/ABA#:

Account Number: (Only use the number of boxes needed.)

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

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

Part V: Financial Institution Certification –

Only completed by financial institution if directing funds to a savings account or if an original voided check is not attached to this form.

I certify that the account number is in the name of the payee name above. As a representative of the named financial institution, I certify that this financial institution is ACH capable and agrees to receive and deposit payments to the account shown.

Institution Officer Signature:

Institution Officer Email Address (Required):

Institution Officer Name (Printed):

Title:

Phone Number:

SUBMIT FORM TO NYS OFFICE OF THE STATE COMPTROLLER – VENDOR MANAGEMENT UNIT
Mail to: 110 State Street Mail Drop 10-4,
Albany, NY 12236-0001

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



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.



Department of Taxation and Finance

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)

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

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

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

- Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.
- Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner’s given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.
- Column C – Address - Enter the street address of the entity’s principal place of business. Do not enter a PO box.
- Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.
- Column E – Sales tax ID number - Enter only if different from federal EIN in column D.
- Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____,
known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that
_he 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. _____

**ENCOURAGING USE OF NEW YORK STATE BUSINESSES
IN CONTRACT PERFORMANCE**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State Businesses be used in the performance of this contract?
Yes No

If yes, identify New York State businesses that will be used and attach identifying information.

Firm Name: _____

Signature: _____

Date: _____

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 Request for Waiver Form

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

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.

Business Participation Opportunities for MWBEs

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

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

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

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

By submitting a bid or proposal, a respondent agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that a respondent may arrange to provide such evidence via a non-electronic method by contacting Michele June michele.june@gaming.ny.gov or (518) 388-2134.

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

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

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

- B. If a notice of deficiency is issued, the respondent will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the New York State Gaming Commission, Attn: Michele June, One Broadway Center, Schenectady, NY 12305, (518) 388-2134, michele.june@gaming.ny.gov, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Commission to be inadequate, the Commission shall notify the respondent and direct the respondent to submit, within five (5)

business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

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

The successful respondent will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the Commission, but must be made no later than prior to the submission of a request for final payment on the Contract.

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

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, Form # 4, 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.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

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.

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

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 _____
County Zip

Contractor/Firm Name _____ Address _____
State Zip

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

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

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

EEO-1 JOB CLASSIFICATION GUIDE, 2014

(Effective beginning with the 2014 EEO-1 survey)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Completion of the Form:

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

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

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

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

Note: additional sheets may be used if necessary.

Attestation and Form Acceptance

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

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

If assistance is required in completing this form or locating a New York State certified vendor to utilize as subcontractors or suppliers, please contact the Commission's MWBE Officer at (518) 388-2134.

**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.

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: Michele June 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

Diversity Practices

- K.1: Diversity Practices Questionnaire**
- K.2: How to Score Diversity Practices**
- K.3: Diversity Practices Scoring Matrix**

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

Note: Points will not be awarded based on your company's status as a certified MWBE firm; monies spend within your own firm; or training provided to your own employees. All points awarded will be based on the information provided in response to the questions herein pertaining to efforts made toward New York State certified MWBE firms.

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

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

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

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

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

4. Does your company provide technical training² to minority- and women-owned business enterprises? **Yes** or **No**

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

¹ Do not include onsite project overhead.

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

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

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

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

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

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

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

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

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

How to Score Diversity Practices

Diversity practices are the efforts of contractors to include New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

This guide provides instructions on how to determine whether diversity practices should be scored on your procurement, step-by-step instructions as to how to apply diversity practices, and suggestions as to how to customize diversity practices to the particular needs of your organization.

Is My Procurement Subject to Diversity Practices?

Diversity practices are intended to be applied on procurements in which procurement personnel exercise their subjective judgment in selecting one or more successful contractors on the basis of best value, NOT on procurements that are awarded based upon lowest price. The following checklist illustrates when diversity practices should be scored as part of a procurement:

1. Is the procurement based upon best value (RFP or RFQ)? Yes No
2. Is the anticipated award \$250,000 or greater? Yes No
3. Is scoring for diversity practices practical, feasible, and appropriate? Yes No

If the answer to all three questions is “Yes,” the procurement should be scored for diversity practices. If the answer to questions 1 or 2 is “No,” no further action is needed and the procurement should not be scored for diversity practices. If the answer to question 3 is “No,” such determination should be documented in writing and diversity practices should not be scored. For more information on when a procurement is subject to diversity practices, please see the frequently asked questions below.

Frequently Asked Questions

May I score diversity practices and award points to contractors that are MWBEs based upon their MWBE certification on the same procurement? No. Procurements may award points to contractors based upon their efforts to collaborate with and promote MWBEs (diversity practices) OR award points to contractors based upon whether they are certified as MWBEs (quantitative factor), but may not score for both. Procurements may not be scored for diversity practices when a quantitative factor is applied.

When is it NOT practical, feasible, or appropriate to score diversity practices? In circumstances where MWBE firms are not available to participate as subcontractors or suppliers in the industry

that is the subject of the procurement, contractors' ability to implement diversity practices may be too minimal to score respondents to an RFP or an RFQ. However, it is important to note that diversity practices should be scored when MWBEs are available to participate as subcontractors or suppliers in the industry, even if such subcontracting or supplying opportunities do not exist on the specific project that is the subject of your procurement.

Additionally, certain methods of identifying contractors may not be conducive to scoring for diversity practices. For example, where an RFQ is to be used to identify the availability of contractors and inform the contents of a future RFP, it may be appropriate to defer scoring of diversity practices until the RFP used to select the successful contractor or contractors is ultimately released.

Should I score for diversity practices where multiple vendors will be selected via a procurement, and the award to each of them is anticipated to be less than \$250,000? Yes. Diversity practices should be scored where the aggregated spending via a procurement is expected to equal or exceed \$250,000, even if the amount allocated to each successful contractor is less than \$250,000.

Scoring for Diversity Practices

Once you determine to score diversity practices as part of a procurement, you must identify the number of points you intend to allocate to contractors' diversity practices and include appropriate language in your RFP or RFQ, score the diversity practices of contractors using the diversity practices matrix, and weight each score in accordance with the percentage of points allocated to diversity practices.

Where an organization determines to score diversity practices as part of determining best value on a procurement, the RFP or RFQ in question should include the following: (1) a provision indicating that diversity practices will be scored, (2) the maximum number of points that may be awarded based upon respondents' diversity practices, and (3) a diversity practices questionnaire that respondents may provide as part of their response to the RFP or RFQ. A sample provision indicating that diversity practices will be scored is provided below:

[Name of Agency] has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents to this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement shall be required to include as part of their response to this procurement, as described in [Section ###] herein, forms [Diversity Form Numbers].

The diversity practices questionnaire provided by the Division of Minority and Women's Business Development provides eight questions for respondents to answer. Your organization may include additional questions, as discussed in more detail on page 5. The following provides a guide to scoring responses to each of the questions.

Question 1

Question 1 solely addresses whether the respondent employs a chief diversity officer. In order to receive points for a response to question 1, a respondent should provide all of the information requested, including evidence of initiatives performed by the chief diversity officer. Merely identifying a chief diversity officer without providing the requested information should result in a score of zero.

Questions 2 and 3

These questions direct respondents to provide information on the share of expenditures that the respondents made with MWBEs. Only the prior fiscal year of a respondent should be taken into account when assigning a score to questions 2 and 3. Any additional data that respondents provide illustrating expenditures made with MWBEs in other fiscal years should be disregarded.

In addition, any data regarding expenditures made to businesses certified as MWBEs by an entity other than the State of New York should be disregarded. Expenditures made to businesses with certifications other than MWBE, such as Disadvantaged Business Enterprises and Service-Disabled Veteran-owned Business Enterprises, are not to be considered in this analysis.

Question 4

Respondents may score points in response to question 4 by identifying industry-specific technical training of MWBEs. Technical training is specific to the industry in question, and does not include generic training in skills that are transferrable across industries. Examples of trainings that do not qualify as technical training include trainings in managerial skills and leadership, effective communication, and professional development and networking. Examples of technical training topics include the use, installation, or safe handling of particular products, the use of industry-specific IT, and industry-specific sales and customer service strategies.

In assessing the robustness of a respondent's technical training, you should take into account the duration of the technical training program, the number of MWBEs served, and the total number of hours devoted to technical training of MWBEs. The characteristics of a robust technical training program will vary based upon the nature of the industry and the associated opportunities for MWBE training. However, characteristics of technical training programs fitting the "minimum" scoring criterion will typically be that the respondent has been providing technical training for one year or less, that the respondent has provided fewer than one hundred hours of technical training, or that the respondent has provided technical training to only one MWBE firm in a contracting area for which there is significant MWBE availability.

Question 5

In order for a respondent to receive points for its response to question 5, the respondent must provide documentation demonstrating its participation in a mentor-protégé program approved by a governmental entity. Such governmental entity need not necessarily be the State of New York.

Appropriate documentation of the existence of a mentor-protégé program will vary based upon the approving governmental entity. Only documents generated by a governmental entity should be accepted to demonstrate the existence of a mentor-protégé program.

A robust mentor-protégé program must include the following elements:

- The mentee must be able to meaningfully participate in the delivery of contract requirements.
- For services contracts: at least one element of the scope must be performed by the MWBE with the Prime serving as mentor. Multi-year contracts must have a plan in place to expose the MWBE to each element of the scope through the lifetime of the contract.
- Mentor and mentee must enter into an agreement, approved by a governmental entity, which outlines the expectations of each party.
- Specific metrics must be identified which will be used to measure the effectiveness and success of the Mentor/Protégé relationship.

Question 6

Question 6 evaluates both the existence of MWBE goals on the part of the respondent in its own contracting, and the respondent's achievement of these goals. Whether a goal is robust depends on the availability of MWBEs in the industry in question. One tool to assist you in determining the availability of MWBE firms in the industry is the New York State Contract System MWBE Directory <<https://ny.newnycontracts.com/>>. This analysis should, to the extent possible, be based upon subcontracting activities that are available in the industry in which the respondent is engaged, not solely the availability of MWBE subcontractors for the procurement being made by your organization.

Once you have evaluated the robustness of the goal, you must take into account the share of the goal that the respondent has achieved. A respondent should only receive a robust score if the respondent has achieved a significant portion of an appropriate goal; achieving a small percentage of a robust goal should not entitle a respondent to a robust score.

Question 7

Question 7 considers whether a respondent has an immersive, formal program to promote the use of MWBEs as suppliers. A formal supplier diversity program must be documented via a program policy manual or similar document describing the requirements for participation and elements of the program, as well as documentation of program activities.

Characteristics of a supplier diversity program meeting the minimum requirement for the respondent to be awarded points could include a supplier diversity program with weak verification procedures focused solely on creating a list of diverse suppliers from which the respondent may procure goods or services. A robust supplier diversity program may be characterized by rigorous verification of MWBE status, plans for outreach to MWBE suppliers, and training and education programs designed to increase the capacity of MWBE suppliers.

Question 8

The final question considers the use of MWBEs on the procurement for which diversity practices are being scored. This is the only criterion that considers the circumstances of the procurement exclusively, without regard to the respondent's other activities to promote MWBEs. The robustness of a utilization plan is to be assessed based upon the availability of MWBEs to perform as subcontractors and suppliers to the respondent on the procurement. As with question 6, you should refer to the MWBE Directory in order to determine the availability of MWBEs.

Determine the Weighted Score

Once you have added the scores for all eight questions for a respondent, multiply that score based upon the weight you have assigned to diversity practices on the procurement. For example, if diversity practices account for 8% of the available points on your RFP and a respondent achieves a total score of 50 points for diversity practices on the diversity practices matrix, that respondent's weighted score is the product of 50 points and .08, or 4 points.

Customizing Diversity Practices

The eight questions reflected on the diversity practices questionnaire constitute the minimum required to assess the diversity practices of respondents. You may add additional questions to the diversity practices questionnaire to customize it to your procurement activities. In order to determine whether additional fields may be useful, consider some of the following questions:

- Are there particular resources or skills needed to serve as a subcontractor or supplier in the industry?
- Are there technical or financial barriers to entry in the industry?
- Could respondents facilitate MWBE training and participation in the industry in ways not reflected on the questionnaire?
- Are there specific types of MWBE subcontractors or suppliers that are particularly underutilized in the industry in question?

In the case that you decide to include additional questions on the diversity practices questionnaire, you must revise the diversity practices matrix accordingly to reflect any points to be awarded to respondents for additional questions.

New York State Diversity Practices Scoring Matrix

Questions

Q1 - CDO or other person tasked with function					Yes	No	Total
					5 pts	0 pts	
Q2 - Percentage of prior yr. revenues that involved M/WBEs as subs or JVs/partners	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	20 pts	14 pts	10 pts	6 pts	2 pts	0pts	
Q3 - Percentage of overhead expenses paid to M/WBEs	20%+	15-19%	10-14%	5-9%	1-4%	0%	
	16 pts	10 pts	7 pts	4 pts	1 pts	0pts	
Q4 - M/WBE Training			Robust	Moderate	Minimum	None	
			16 pts	8 pts	4 pts	0 pts	
Q5 - M/WBE Mentoring			Robust	Moderate	Minimum	None	
			12 pts	8 pts	4 pts	0 pts	
Q6 - Written M/WBE goals included in the Company's procurements			Robust	Moderate	Minimum	No	
			20 pts	12 pts	6 pts	0 pts	
Q7 - Formal Supplier Diversity Program			Robust	Moderate	Minimum	No	
			6 pts	4 pts	2 pts	0 pts	
Q8 - Utilization Plan			Robust	Moderate	Minimum	No	
			5 pts	3 pts	1 pts	0 pts	

**Total Diversity Score
(Max 100 pts)**

**Weighted Score (Up to
10% of Technical)**



PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED 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 (the “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.

I. Contract Goals

- A. The Commission hereby establishes an overall goal of 6% 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 Michele June, Michele.june@gaming.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Commission 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 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 speak to the Commission 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 Michele.june@gaming.ny.gov.

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:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) 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.
- (4) 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.
- (5) 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 at <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: 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.

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.

Statement on Sexual Harassment

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

Contractor certifies that this statement provided to the Agency with respect to State Finance Law §139 (l) is complete, true and accurate.

Authorized Signatory

Signature

Title

Company Name

EO 177 Certification

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

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

Generally, the Human Rights Law applies to:

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

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. 3

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

Contractor:

By: _____

Name: _____

Title: _____

Date: _____, 20__

INSURER QUALIFICATIONS AND INSURANCE REQUIREMENTS

Insurer Qualifications

All insurance required under this RFP must be written by a company with a current rating of "A-" or better as rated by A.M. Best & Co., have a record of successful continuous operation, are licensed, admitted, and authorized to do business in the State of New York, and are approved by the Commission. (). Non-admitted carriers will only be accepted when coverage cannot be secured from an admitted carrier, as evidenced by appropriate Excess Line Association of New York ("ELANY") documentation (see Certificate of Insurance Requirements).

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

Insurance Requirements

Prior to the start of work the Contractor shall procure at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York (Admitted Carriers). The Commission may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed 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 insurance coverage as defined below. In the event there is a claim asserted that is covered by insurance, the Contractor shall make available for inspection to the Commission upon the Commission's request, 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 coverages, 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 the RFP and Contract must meet the following requirements:

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

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

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

Unless otherwise agreed, insurance 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 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 RFP and 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,
- e. Be signed by an authorized representative of the insurance carrier or producer.

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 insurance 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 insurance 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 outlined within the RFP and the Contract until authorized to do so by the Commission. Any delay, time lost, or additional cost incurred as a result of the Contractor not having the 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 of insurance 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 any self-insured retention or deductible.

7. Subcontractors. Should the Contractor engage a subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the subcontractor. 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: \$4,000,000
- General Aggregate: \$10,000,000
- Products/Completed Operations should equal the General Aggregate limit
- Personal Advertising Injury \$1,000,000
- Property Damage \$2,000,000
- 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 insureds; products/completed operations for a term of no less than three years, commencing upon acceptance of the Contractor's and any subcontractor's 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.

Each insurance policy shall name the Commission as an Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. No endorsement or exclusions shall be included within each insurance policy to reduce, limit, or exclude the Commission's full position as an Additional Insured.

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 any

subcontractor's insurance, regardless of the "Other Insurance" clause contained in either party's policy of insurance.

2. **Property Insurance.** The Contractor must maintain insurance on all buildings, furniture, fixtures, computer and communications equipment used in operating and supporting the central system in an amount equal to or greater than the actual replacement cost thereof. Coverage must include an All Risk Property Floater to insure personal property including contents, equipment, and mobile items, against fire, theft, collision flood, etc. The State of New York, the Commission and video lottery gaming facilities will not be responsible for insuring any equipment or facilities included in or associated with the central system.
3. **Crime Insurance.** The Contractor must maintain crime insurance with a limit of not less than \$5,000,000 protecting the State of New York and the Commission against losses resulting from fraudulent or dishonest acts by the Contractor, any subcontractors, or any officer, employee or agent of the Contractor or any subcontractors.
4. **Data Breach and Privacy/Cyber Liability Insurance** covering failure to protect confidential information and failure of the security of the Contractor's computer systems due to the actions of the Contractor which results in unauthorized access to confidential data. Said insurance shall be maintained in the following limits, as applicable:

Data Breach and Privacy/Cyber Liability		
Software		\$1,000,000
Hardware		\$1,000,000
Cloud	Low Risk	\$2,000,000
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Implementation		\$1,000,000
<p>* See NYS-S14-002 Information Classification Standard or successor available at: http://www.its.ny.gov/tables/technologypolicyindex.htm for additional information relating to risk categories.</p> <p>Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.</p>		

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
 - Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
 - Privacy notification costs;
 - Regulatory defense and penalties;
 - Website media liability; and
 - Cyber theft of customer's property, including but not limited to money and securities.
5. **Workers' Compensation and Disability.** For work to be performed in New York State, the Contractor shall provide and maintain insurance coverage during the life of this Contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law (www.wcb.ny.gov).

Evidence of New York State Workers' Compensation and Employers Liability coverage and New York State Disability Benefits coverage, or exemption from coverage, must be provided on **one** of the following forms specified by the Commissioner of the New York State Workers' Compensation Board. For forms and guidance, the Board's website is:

http://www.wcb.ny.gov/content/main/forms/Forms_EMPLOYER.jsp

A. Workers' Compensation and Employers Liability Coverage:

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

B. Disability Benefits:

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

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

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

BOND REQUIREMENTS

PROPOSAL VALIDITY AND PROPOSAL BOND

Proposals must remain valid for a period of eighteen (18) months.

Each Vendor must submit a Proposal Bond with its Proposal. The Proposal Bond must be acceptable to the New York State Gaming Commission (the "Commission") in form and substance, and issued by a qualified issuer as described below, in the amount of one hundred thousand dollars (\$100,000). This Proposal Bond will guarantee the availability of the goods and services at the price(s) quoted in the Proposal for a period of eighteen (18) months after submission of the Proposal. In lieu of the Proposal Bond, the Commission will accept a certified check from the Vendor in this amount. The check or Proposal Bond shall be made payable to the New York State Gaming Commission.

The check or Proposal Bond will be returned to an unsuccessful Vendor upon the award of the Contract. The check or Proposal Bond of the Vendor awarded the Contract (the "Successful Vendor") will be retained by the Commission until the Contract is signed and approved, and until the Commission is furnished with an acceptable Performance Bond. The check or Proposal Bond will be forfeited to the Commission if the Successful Vendor fails to timely submit the Performance Bond or other security, as required, or fails to sign the Contract when required to do so by the Commission.

Bonds shall be issued by a reliable surety company with a record of successful continuous operation and licensed to do business in the State of New York.

LITIGATION BOND

Each Vendor must submit with the Proposal a Litigation Bond in the amount of one million dollars (\$1,000,000). A claim upon the Bond may be made by the Commission if the Vendor sues the New York Gaming Commission, the State of New York, or any of their officers, employees, representatives, other contractors, or sales agents with regard to any matter relating to this RFP, determination of responsiveness of Commission or the award of a contract pursuant to this RFP; and the Commission or other defendant is the prevailing party in such suit.

The purpose of the Bond is to permit the Commission or other defendants to recover damages, including the cost of appeal relative to the additional cost in compensation to the current vendor during implementation or conversion delay, and including reasonable attorneys' fees, expenses and court costs resulting from such litigation. The Litigation Bond shall remain in effect for a period of two (2) years from the date of submission of the Proposal.

PERFORMANCE BOND

Upon notification of the Contract award, the Successful Vendor will be required to obtain a Performance Bond or other acceptable form of security in the amount of twenty-five million dollars (\$25,000,000). The Performance Bond shall be maintained throughout the term of any resulting Contract or any extension thereof. The Performance Bond may be paid in full or in part to the

Commission if the Successful Vendor defaults in the performance of the Contract or has occasioned uncompensated liquidated damages.

The Performance Bond may be assessed liquidated damages if these damages have not been received by the Commission within thirty (30) calendar days of written notice to the Successful Vendor that they have been incurred.

Other forms of security may be acceptable but are subject to the Commission's discretion. Failure to post a replacement security within seven (7) days after notice that the proposed security is inadequate shall be grounds for immediate termination of the Contract.

Along with its Proposal, each Vendor must include a letter from a qualified surety company or agent acting on behalf of such surety stating that the Vendor will be able to secure a Performance Bond in the amount required by the RFP, should the Vendor be the Successful Vendor.

2.19 FIDELITY BOND

Upon notification of award and prior to Contract approval, the Successful Vendor must obtain a Fidelity Bond in the amount of five million dollars (\$5,000,000) covering any loss to the Commission due to any fraudulent or dishonest act on the part of the Successful Vendor's officers, employees, agents or subcontractors. Such an event, in the sole discretion of the Commission, could be grounds for termination of the Contract, whether or not the losses arising as a result thereof were paid under the Fidelity Bond.

ATTACHMENTS

- Attachment 1: Bidder Acknowledgement of Addendum**
- Attachment 2: Pricing Proposal Form**
- Attachment 3: Document Proposal Submittal Checklist**
- Attachment 4: No Bid Response Form**



RFP: C190001 – Video Lottery Central System

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

Base System Pricing - Includes central system, backup system, site controllers, validation terminals, personnel, telecommunications, etc.

Bidders are required to provide their pricing as a percentage of net sales, carried to four (4) decimal places, including zeros. If a bidder does not carry out a price quote to four (4) decimal places, the Commission will add the appropriate number of zeros. For example, if a quote is stated as 0.10%, the Commission will add two (2) zeros to make the quote read 0.1000%.

Multiply the quoted percentage by the Estimated Net Revenues and enter the product in the "Estimated Annual Price" field.

Note: Estimated Net Revenue provided by the Commission is for calculation purposes only. Percentage will be calculated by actual net revenues on a monthly basis.

	Quote (% Net Revenues):	Estimated Annual Price
VLT Central System	_____ % x Estimated Net Revenues	\$1,991,000,000.00 \$ _____

<i>Please include the following information to verify the Entity for which this Proposal is being made:</i>	
Company Name:	
Signature:	
	Date:



RFP – C190001 Video Lottery Central System

DOCUMENT SUBMITTAL CHECKLIST

Submissions Required:

Description of Document	RFP	Submittal Requirements	Checklist
Contract Form (Appendix B) (incorporates Appendix A)	§2.2	With Proposal (must be signed)	
Procurement Lobbying BODC Form (Appendix C)	§1.9	With Proposal	
Non-Collusive Bidding Certification (Appendix D)	§1.11	With Proposal	
NYS Vendor Responsibility Questionnaire (Appendix E)	§1.12	With Proposal	
Designation of Proprietary Information	§1.13	With Proposal and With Phase Two Proposal, as defined in RFP	
Disclosure of Litigation	§1.17	With Proposal	
Bonds	§2.12	Documentation as required in Appendix Q	
Equal Employment Opportunity (EEO) (Appendix J) <ul style="list-style-type: none"> • Policy Statement • Staffing Plan (J-2) 	§2.14	Policy Statement: with Proposal; J-2: proposed staffing plan – with Proposal	
Minority and Women-Owned Business Enterprise Program (Appendix J) <ul style="list-style-type: none"> • Proposed Utilization Plan 	§2.14	Proposed Utilization Plan, including estimated value – with Proposal	
Diversity Practices Questionnaire (Appendix K)	§4.1	With Proposal	
NY Subcontractors and Suppliers (Appendix I)	§2.18	With Proposal	
Use of Service-Disabled Veteran- Owned Business Enterprises in Contract Performance (Appendix L)	§2.15	With Proposal	
Vendor Assurance of No Conflict of Interest or Detrimental Effect (Appendix M)	§1.18	With Proposal	
Statement on Sexual Harassment (Appendix N)	§1.21	With Proposal	

Anti-Discrimination EO 177 Certification (Appendix O)	§1.22	With Proposal	
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Submissions Required Subsequent to Award:

Description of Document	RFP	Submittal Requirements	Checklist
W-9 (Appendix F)	§2.8	Upon notification of award	
E-pay (Appendix G)	§2.9	Upon notification of award	
Sales & Use Tax (Appendix H) <ul style="list-style-type: none"> ST220-CA (submit to Lottery) ST220-TD (submit to DTF) 	§2.10	Within seven calendar days of notification of award	
Insurance Documentation (Appendix P)	§2.11	Documentation as required in Appendix P	
Bonds (Appendix Q)	§2.12	Documentation as require in Appendix Q	
Equal Employment Opportunity (EEO) (Appendix J) <ul style="list-style-type: none"> Utilization Report (J-3) 	§2.14	J-3: quarterly if devoted staff; semi-annually if entire staff.	
Minority and Women-Owned Business Enterprise Program (Appendix J) <ul style="list-style-type: none"> Utilization Plan Form (J-4) Quarterly Activity Report 	§2.14	J-4: Utilization Plan - within 14 days after notification of award; Quarterly Activity Report: 10 days following the end of the previous quarter.	

FIRM NAME: _____

REPRESENTATIVE SIGNATURE: _____



NON-BID RESPONSE

RFP: C190001 Video Lottery Central System Provider

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: officer.contracing@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.

Current Gaming Devices

<u>Video Gaming Facility</u>	<u>VLT's</u>	<u>ETG's</u>	<u>Total</u>
Resorts World Casino @ Aqueduct Racetrack*	4,602	939	5,541
Resorts World Casino (for Nassau OTB)*	0	534	534
Empire City Casino @ Yonkers Raceway	4,700	522	5,222
Saratoga Casino Hotel	1,547	64	1,611
Finger Lakes Gaming & Racetrack	1,175	0	1,175
Jake's 58 Hotel & Casino	901	99	1,000
Hamburg Gaming	893	0	893
Batavia Downs Gaming	846	0	846
Vernon Downs Casino	512	0	512
Total Video Gaming Machines as of 4/24/2019	15,176	2,158	17,334

*Co-located