

**NEW YORK STATE INSURANCE FUND**  
**REQUEST FOR QUOTES**  
**ELECTRICAL, NETWORK CABLING & FIBER SERVICES FOR SYRACUSE**  
**RFQ #2019-39-RE**

**1. OVERVIEW OF THE NEW YORK STATE INSURANCE FUND**

The New York State Insurance Fund (NYSIF) was established in 1914 as part of the original enactment of the New York State Workers' Compensation Law. NYSIF's mission is to guarantee the availability of workers' compensation insurance at the lowest possible cost to New York employers and to provide timely, appropriate indemnity and medical payments to injured workers, while maintaining a solvent fund. Since inception, NYSIF has fulfilled the dual roles for which it was created: to compete with other carriers to ensure a fair market place and to be a guaranteed source of coverage for employers who cannot secure coverage elsewhere.

NYSIF is the largest workers' compensation carrier in New York State and among the top 10 largest workers' compensation carriers in the nation, insuring approximately 155,000 policyholders, with more than \$2 billion in annual premium and \$18 billion in assets. A self-supporting insurance carrier, NYSIF operates without taxpayer funding.

In addition to workers' compensation insurance, NYSIF provides disability benefits coverage for off-the-job injuries to more than 61,000 New York employers. In 2018, NYSIF added Paid Family leave as a component of its disability benefits product, providing New Yorkers with job-protected, paid time away from work to care for their families.

**2. PURPOSE OF THIS REQUEST FOR QUOTES (RFQ)**

The New York State Insurance Fund (NYSIF) intends to procure Electrical, Network Cabling & Fiber Services for the installation of systems furniture in Syracuse pursuant to its discretionary purchasing authority under State Finance Law §163(6). This procurement opportunity is limited to New York State small businesses certified as Minority or Women Owned Businesses pursuant to Article 15-A or small businesses certified as Service-Disabled Veteran Owned Businesses pursuant to Article 17-B of the New York State Executive Law. The value of the resulting contract from this procurement will not exceed \$200,000.

NYSIF is installing thirty-three (33) new workstations in the Syracuse district office, which will require electrical and cabling connections.

**3. PREVAILING WAGE**

This is a public work Contract covered by Article 8 of the Labor Law. Workers on this project must be paid in accordance with prevailing wage rate and be paid or provided the prevailing supplements, as set forth in prevailing wage and supplement schedules issued by the NYS Department of Labor, Bureau of Public Work Prevailing Wage and Supplement Schedules, Prevailing Rate Case (PRC) # 2019005204:

<http://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1477942>

Updates to these schedules are available through the NYS Department of Labor. The contractor and all sub-contractors will be required to submit certified payrolls for all work completed.

**It is the responsibility of the Contractor** to ensure that any subcontractors pay their personnel according to the appropriate prevailing wage and supplement schedules.

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**4. CONTRACT TERMS & APPROVAL**

The contract between NYSIF and the successful Bidder will not be binding until it has been approved in accordance with NYSIF's contract approval process.

It is NYSIF's expectation that the electrical and data cabling work required for the use of the workstations will be delivered and fully installed within 60 days of execution of the contract.

Exhibit A, Standard Clauses, as attached to this RFQ, will prevail should there be a conflict between any term or condition in the text of this document and the its terms.

**5. CALENDAR**

| <b><u>DATE</u></b>    | <b><u>EVENT</u></b>  | <b><u>COMMENTS</u></b>  |
|-----------------------|--|---|
| 6/6/2019              | RFQ Issued   |   |
| 6/13/2019<br>12:00 PM | Final date for bidder inquiries<br><br><b><u>Attachment 2 Question Submission Form</u></b> | <b><u>Written inquiries only</u></b> using<br><b><u>"Attachment 2 Question Submission Form"</u></b> by 12:00 p.m. (EST) to:<br><br>Email: <a href="mailto:contracts@nysif.com">contracts@nysif.com</a><br><br>Fax: 518-437-4209   |
| 6/20/2019             | Responses to Inquiries   | Written responses will be posted on NYSIF's website at:<br><br><a href="http://www.nysif.com/procurement">www.nysif.com/procurement</a>   |
| 6/24/2019<br>2:00 PM  | Final date for submission of bids  | Deadline for response to this RFQ. Bids must be sent to either:<br><br><a href="mailto:contracts@nysif.com">contracts@nysif.com</a><br><br><p style="text-align: center;"><b>AND/OR</b></p> <p style="text-align: center;">(Mail)<br/> RFQ – 2019-39-RE – Bid<br/> NYSIF Procurement Unit<br/> 15 Computer Drive West<br/> Albany, NY 12205</p> and received by 2:00 PM (EST) |
| <b>TBD</b>            | Anticipated Start Date   | Subject to the required approvals.  |

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**6. INQUIRIES/ISSUING OFFICE/DESIGNATED CONTACT**

All inquiries concerning this solicitation will be addressed to the following Designated Contacts:

Megan McClune  
Contract Management Specialist  
E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

Al Angelo  
Contract Management Specialist  
E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

For inquiries related specifically to Minority and Woman Owned Business Enterprises (MWBE) and Service-Disabled Veteran Owned Business (SDVOB) provisions of this procurement solicitation, the designated contact is:

Damaris Torres  
MWBE/SDVOB Oversight Officer  
E-Mail: [contracts@nysif.com](mailto:contracts@nysif.com)

All amendments, clarifications and any announcements related to this procurement will be posted on NYSIF's website at: [www.nysif.com/procurement](http://www.nysif.com/procurement). It is the sole responsibility of the bidders to check the website for any amendments, clarifications or updates. All applicable amendment information must be incorporated into the firm's proposal. Failure to include this information in your proposal may result in the proposal being deemed non-responsive.

**7. QUESTION & ANSWER PERIOD**

**All questions related to this RFQ or the contract process must be submitted in writing using "Attachment 2 Question Submission Form" to [contracts@nysif.com](mailto:contracts@nysif.com) by 12:00 PM on 6/13/2019.** Responses to bidder's questions will be posted on NYSIF's procurement website ([www.nysif.com/procurement](http://www.nysif.com/procurement)) on 6/20/2019. Prospective Bidders should note that all clarifications and exceptions are to be resolved prior to the submission of a bid. Answers may be included in a bid addendum.

All amendments, clarifications and any announcements related to this procurement will be posted on NYSIF's website at: [www.nysif.com/procurement](http://www.nysif.com/procurement). It is the sole responsibility of the bidders to check the website for any amendments, clarifications or updates. All applicable amendment information must be incorporated into the firm's proposal. Failure to include this information in your proposal may result in the proposal being deemed non-responsive.

**8. INSURANCE REQUIREMENTS**

Prior to the commencement of the work to be performed by the successful Bidder, the Bidder shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in this RFQ. Acceptance and/or approval by NYSIF does not and shall not be construed to relieve Bidder of any obligations, responsibilities or liabilities under the contract awarded by this RFQ.

All insurance required by the RFQ shall be obtained at the sole cost and expense of the Bidder, shall be maintained with insurance carriers licensed to do business in New York State and acceptable to NYSIF, shall be primary and non-contributing to any insurance or self-insurance maintained by NYSIF, shall be endorsed to provide written notice be given to NYSIF at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which

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notice, evidenced by return receipt of United States Certified Mail, and shall be sent in accordance to the 'Notice' provision of the Agreement.

The Contractor shall cause to be included in each of the liability policies required below, here the Commercial General Liability, the Comprehensive Business Automobile Liability, coverage for on-going and completed operations naming as additional insured on a primary and non-contributory basis (via ISO coverage forms CG 20 10 11 85 or the combination of CG 20 10 04 13 or 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage) NYSIF, its officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to NYSIF after renewal and/or upon request. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required had the Contractor obtained such insurance policies.

If NYSIF allows subcontracting, the Bidder shall require that any subcontractors hired carry insurance with the same limits and provisions provided herein.

The Bidder shall cause all insurance to be in full force and effect as of the commencement date of the contract awarded as a result of this RFQ, and to remain in full force and effect throughout the term of the contract and as further required by this RFQ. The Bidder shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

1. Workers Compensation and NYS Disability Benefits, as required by New York State. Visit <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp> for further information.
2. Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence, with a limit of not less than \$2,000,000 aggregate. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.
3. Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

**9. MINORITY, WOMEN-OWNED, AND SMALL BUSINESS ENTERPRISES (S/M/WBE)**

It is the policy of NYSIF to encourage the greatest possible participation by Minority and Women-Owned Business Enterprises (MWBE) as Bidders, subcontractors and suppliers on its procurement contracts, consistent with New York State laws. NYSIF has established a goal of 30% MWBE participation for its contracts.

Bidders are required to complete the forms contained within Appendix M and submit those with the bid proposal. Failure to properly complete and provide these documents may result in rejection of the bid.

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The Awarded Contractor(s) will be required to demonstrate its ability to meet NYSIF's goals for MWBE participation by documenting all subcontracted work related to this contract for which MWBE participation will take place. If a waiver (or partial waiver) from meeting NYSIF's MWBE goals is being sought, the contractor MUST complete the waiver form (Form 104 of Appendix M) and provide supporting documentation as listed on the form's instructions detailing extensive efforts taken to seek and sub-contract MWBE vendors for this procurement.

The awarded contractor may be required to submit subcontractor and payment information in the New York State Contract System on a regular basis throughout the term of the contract. Subcontractors may also be required to verify such payments through this system.

Proof of utilization and payment to MWBE subcontractors is required.

Please see Appendix M for further information.

**10. PARTICIPATION OF 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. NYSIF 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 NYSIF 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.

NYSIF 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/>. Questions regarding compliance with SDVOB participation goals should be directed to the NYSIF Designated Contacts at [contracts@nysif.com](mailto:contracts@nysif.com). Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.

Bidders are required to complete the forms contained within Appendix S and submit those with the bid proposal. Failure to properly complete and provide these documents may result in rejection of the bid.

The Awarded Contractor(s) will be required to demonstrate its ability to meet NYSIF's goals for SDVOB participation by documenting all subcontracted work related to this contract for which SDVOB participation will take place. If a waiver (or partial waiver) from meeting NYSIF's SDVOB goals is being sought, the contractor MUST complete the waiver form (Form S-200 of Appendix S) and provide supporting documentation as listed on the form's instructions detailing extensive efforts taken to seek and sub-contract SDVOB vendors for this procurement.

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The awarded contractor may be required to submit subcontractor and payment information in the New York State Contract System on a regular basis throughout the term of the contract. Subcontractors may also be required to verify such payments through this system.

Proof of utilization and payment to SDVOB subcontractors is required.

Please see Appendix S for further information.

**11. USE OF NYSIF TRADEMARK AND LOGO**

Bidders/Contractors may not use NYSIF, its name, trademarks, or logo without prior written approval from NYSIF. NYSIF will need to approve any website content and should be notified of any website content change. NYSIF shall display the vendor contact information on the NYSIF website with approval from the vendor.

**12. MANDATORY REQUIREMENTS**

Bidders submissions must demonstrate how each of the following mandatory requirements are met AND/OR attest to their ability to meet the mandatory requirement. Each proposal response should cite the particular RFQ section and paragraph number being addressed.

1. The bidder must have three years' experience performing the required work in commercial office environments.
2. Self-perform the work being bid in a professional manner using industry best practices and methods. Please note, if a Bidder intends to subcontract any portion of the services outlined within this RFQ, NYSIF's Appendix Y "Subcontractor Utilization" must be completed and submitted with the proposal. Subcontractors are subject to NYSIF's approval.

**13. TECHNICAL SPECIFICATIONS**

Bidder's submissions must demonstrate how each of the following specifications are met AND/OR attest to their ability to meet the requirement. Each response should cite the particular RFQ section and paragraph number being addressed.

1. Supply and install Network Cable & Fiber Optic cabling, which includes Telecommunications or Area Networking Copper, Fiber Optical or other types of communications cabling. Bidders must have the network installation tools which support network component installation.
2. Test network equipment components for connectivity (Telecommunications or Area Networking equipment) to validate proper operation.
3. Materials include but are not limited to fiber, copper cables, patch panels, patch cords, cable management, ladder racks, cable ties, face plates, and other related network infrastructure & accessory equipment.
4. Contractor personnel must dress in a professional manner and must have photo identification at all times.

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5. Contractor must clean up and remove any and all debris and packing material resulting from its work on the premises on a daily basis. Upon completion of work the Contractor must leave NYSIF's premises clean, orderly and ready for immediate use.
6. Contractor must agree to restore NYSIF's property to original condition if any damage was caused by maintenance or installation of the Contractor.
7. NYSIF's data room is located on the second-floor of the building. Workstations, printers and all other terminations will be run from the second-floor data room.
8. Power poles, as noted on the attached plans, must be provided and used by the Contractor. Where possible, cabling may be run through columns and walls.
9. Each workstation and printer require two (2) data connections. Contractor to provide connector jack and faceplate for each drop
10. NYSIF's second-floor data room may require an additional data rack.
11. Cable is to be labelled at both switch and termination points.
12. Cable is not to be run beyond the industry standard to ensure optimum cable performance. (est. 250 ft).
13. All cables will be tested to the established standards for Category 6 cable. Electronic test reports shall be provided to NYSIF ITS for review and acceptance. At a minimum the report must provide the following:
  - Cable ID number
  - Near end and far end cross talk attenuation
  - Wire mapping
  - Cable length
14. All cables will be labeled at both ends of the cable with a corresponding cable identification number.
15. A new data rack must be provided and installed by the Contractor in NYSIF's 2<sup>nd</sup> floor data room.
16. Each workstation must have two electrical outlets (two plugs per outlet).

**14. LICENSES/PERMITS AND COMPLIANCE**

The contractor shall obtain, maintain and pay for all certifications, permits and licenses legally required to perform the work under this RFQ and shall give all notices, pay all fees and comply with all laws, rules, and regulations applicable to the work at no additional cost. The Contractor must also have all local licenses and certifications to perform the work described in this RFQ. Copies of all certifications, permits, licenses, and manufacturer's authorizations must accompany the Contractor's bid. It is the responsibility of the Contractor to ensure that any subcontractors are also licensed and permitted appropriately for the work they perform.

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**15. COST FACTORS / FEE SCHEDULE**

The Fee Schedule Proposal (Appendix Z), must include all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, system maintenance, system trouble shooting and modifications, all documents, reports, forms, reproduction and any other costs.

**16. REQUIRED APPENDICES AND EXHIBITS**

The following appendices are required for this procurement. Where applicable, appendices must be completed and submitted with proposals. Bidders must carefully review all appendices.

|              |  |
|--------------|--|
| Exhibit A.   | Standard Clauses   |
| Appendix D.  | Questionnaire “Nondiscrimination In Employment In Northern Ireland: MacBride Fair Employment Principles”   |
| Appendix E.  | Vendor Responsibility Questionnaire  |
| Appendix F.  | NYS Certifications   |
| Appendix G.  | Encouraging Use of New York State Businesses in Contract Performance   |
| Appendix H.  | Procurement Lobbying Legislation   |
| Appendix M.  | Participation by Minority & Women-Owned Business Enterprises Requirements & Procedures. Appendix M requires Bidders to submit (i) form 101; (ii) form 103 or a copy of bidders current NYSDER MWBE certification; and (iii) form 106 or a copy of bidders EEO policy. (Form 102 Attached Separately) |
| Appendix S.  | Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance   |
| Appendix X.  | EO 177 Certification: Prohibiting State Contracts With Entities That Support Discrimination  |
| Appendix Y.  | Subcontractor Utilization (if applicable)  |
| Appendix Z.  | Fee Schedule   |
| Exhibit 1    | Furniture Floorplan  |
| Exhibit 2    | Syracuse Office Plans  |
| Attachment 1 | Appendix M, Form 102, Work Force Employment Utilization (Excel)  |
| Attachment 2 | Question Submission Form (Excel)   |

*Exhibits A should be retained by the Bidder for future reference. Do not return to NYSIF as part of the bid submission.*



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**17. DUE DATE**

The due date for Bidders proposal and fee schedule (Appendix Z) is 6/24/2019, 2:00 p.m. (Eastern) to:

[contracts@nysif.com](mailto:contracts@nysif.com)

**AND/OR**

RFQ – 2019-39-RE – Bid  
NYSIF Procurement Unit  
15 Computer Drive West  
Albany, NY 12205

*Bidders assume all risks for timely, properly submitted deliveries.*

Bidders are strongly encouraged to arrange for delivery of bids to NYSIF prior to the date of the bid opening. LATE BIDS may be rejected.

Submission of proposals may be completed either electronically to [contracts@nysif.com](mailto:contracts@nysif.com) or a hard copy may be mailed to the address outlined above. If a hard copy is submitted, it must include one (1) exact electronic copy (CD/DVD-rom or USB flash drive) of the proposal. The electronic copies of the proposal and fee schedule may not be password protected.



## NO BID FORM

**RFQ # 2019-39-RE**

**DESCRIPTION:** Electrical & Data Cabling Services for Installation of Systems Furniture

**CONTRACT PERIOD:** To completion, not to exceed 60 days upon execution of contract

|                       |                  |   |
|-----------------------|------------------|---|
| <b>PROPOSALS DUE:</b> |                  | <b>SUBMIT BIDS TO:</b>  |
| <b>DATE:</b>          | <b>6/24/2019</b> | NYSIF - Procurement Unit<br>Bid # 2019-39-RE<br>15 Computer Drive West<br>Albany, NY 12205-1690 |
| <b>TIME:</b>          | <b>2:00 p.m.</b> |   |

Bidders choosing not to bid are requested to complete and return only this page.

☐ 1. We do not provide the requested services. Please remove our firm from your mailing list.

☐ 2. We are unable to bid at this time because \_\_\_\_\_  
\_\_\_\_\_

FAILURE TO RESPOND TO THIS BID SOLICITATION MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST. A "NO BID" IS CONSIDERED A RESPONSE.

Name of Firm: \_\_\_\_\_ FEIN: \_\_\_\_\_

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

Web Page: \_\_\_\_\_ Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_ Fax: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name & Title: \_\_\_\_\_

**NYSIF EXHIBIT A**

**STANDARD CLAUSES**

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, licensor, 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. 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.

**4. 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.

**5. 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.

**6. 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.

**7. 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).

**8. 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.

**9. 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.

**10. 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.

**11. 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.

**12. 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 Exhibit A, the terms of this Exhibit A shall control.

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

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

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

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

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

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

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

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

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

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

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

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

**20. 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.

**21. 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).

**22. 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.

**23. 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.

**24. 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.

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

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

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

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

## APPENDIX D

### MacBRIDE QUESTIONNAIRE

**YOU ARE REQUIRED TO ANSWER THE QUESTIONS BELOW IN ORDER TO BE CONSIDERED FOR SELECTION IN THE AWARD OF A CONTRACT WITH AN AGENCY OF THE STATE OF NEW YORK:**

“NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:  
MacBRIDE FAIR EMPLOYMENT PRINCIPLES”

In accordance with Chapter 807 of the Laws of 1992, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer YES or NO to one or both of the following, as applicable:)

- (1) have business operations in Northern Ireland:

☐ YES

☐ NO

If yes,

- (2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

☐ YES

☐ NO

This questionnaire should be signed by a person authorized to enter into contracts on behalf of the bidder.

---

**Signature**

---

**Typed Name**

---

**Company Position**

---

**Company Name**

---

**Date Signed**

APPENDIX E  
New York State  
Standard Vendor Responsibility Questionnaire  
(Contracts less than \$100,000)

| VENDOR RESPONSIBILITY   | ANSWER ALL QUESTIONS                                     |
|---|--|
| Within the past five years has your firm, any affiliate, any predecessor company or entity, owner, director, officer, partner or proprietor been the subject of:  |  |
| A. an indictment, judgment, conviction, or a grant of immunity, including pending actions, for any business-related conduct constituting a crime under governmental law?  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| B. a government suspension or debarment, rejection of any bid or disapproval of any proposed subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| C. any governmental determination of a violation of any public works law or regulation, or labor law or regulation, or any OSHA violation deemed "serious or willful?"  | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| D. a consent order with NYS Department of Environmental Conservation, or a governmental enforcement determination involving a construction-related violation of federal, state or local environmental laws?                                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| E. a finding of non-responsibility by a governmental agency or Authority for any reason, including but not limited to the intentional provision of false or incomplete information as required by State Finance Law §139-j?                   | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| If yes to any of above, please provide details regarding the finding.   |  |
| ENTITY MAKING FINDING:  |  |
| YEAR OF FINDING:  |  |
| BASIS OF FINDING:   |  |
|   |  |
|   |  |
|   |  |

(ATTACH ADDITIONAL SHEETS IF NECESSARY)

USEFUL INFORMATION MAY BE ACCESSED AT:

<http://www.ogs.state.ny.us>

AND

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

APPENDIX F  
NYS CERTIFICATIONS

**Company Name:** \_\_\_\_\_

**Is your firm a New York resident business?**

☐ Yes

☐ No

**Total number of people employed by your firm:**

company-wide: \_\_\_\_\_

in New York City: \_\_\_\_\_

**Is your firm a NYSESD certified MINORITY ENTERPRISE as defined in Executive Law Article 15-A?**

☐ Yes

☐ No

*(If yes, attach a copy of your current New York State certification letter.)*

**Is your firm a NYSESD certified WOMEN-OWNED ENTERPRISE as defined in Executive Law Article 15-A?**

☐ Yes

☐ No

*(If yes, attach a copy of your current New York State certification letter.)*

**Does your firm purchase goods or services or subcontract with any New York State certified minority or women-owned enterprises?**

☐ Yes

☐ No

**Is your firm a NYSOGS certified SERVICE DISABLED VETERAN OWNED BUSINESS as defined in Executive Law Article 17-B?**

☐ Yes

☐ No

*(If yes, attach a copy of your current New York State certification letter.)*

## APPENDIX F

### NYS CERTIFICATIONS

**Is your firm a SMALL BUSINESS as defined in Executive Law Section Article 15-A?**

“Small Business” shall be defined as a business which:

- A. Has a significant business presence in New York demonstrated through one of the following;
  1. Pays taxes in New York State
  2. Purchases New York State products or materials, or
  3. Has any payroll in New York State
- B. Is independently owned and operated;
- C. Not dominant in its field; and,
- D. Employs less than three hundred persons

In accordance with New York State Finance Law, Section 165, the contractor certifies that it:

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

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

Signature: \_\_\_\_\_

Typed Name:

Company Position:

Company Name:

Date Signed: \_\_\_\_\_

## ACKNOWLEDGEMENT

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

On this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person 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

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

| <u>Business Name</u> | <u>FEIN</u> | <u>Dollar Value</u> | <u>Description of Work</u> |
|----------------------|-------------|---------------------|----------------------------|
|----------------------|-------------|---------------------|----------------------------|

## APPENDIX H

### Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Bid Number: \_\_\_\_\_

Date: \_\_\_\_\_

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

No

Yes

**If yes, please answer questions 2-4; otherwise, proceed to 5:**

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

APPENDIX H

**Disclosure of Prior Non-Responsibility Determinations**

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Add additional pages as necessary)

Bidder certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## **APPENDIX M**

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

#### **I. General Provisions**

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

#### **II. Contract Goals**

- A. For purposes of this Contract, NYSIF hereby establishes an overall goal of 30% for MWBE participation, 18% for New York State-certified minority-owned business enterprise (“MBE”) participation and 12% for New York State-certified women-owned business enterprise (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of MBEs and WBEs.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: <https://ny.newnycontracts.com>.

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

## **APPENDIX M**

- C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. 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 the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - 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]
- D. The Contractor must document “good faith efforts,” pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
1. Evidence of outreach to MWBEs;
  2. Any responses by MWBEs to the Contractor’s outreach;
  3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
  4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by NYSIF with MWBEs; and,
  5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

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

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. In performing the Contract, the Contractor shall:
1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
  2. The Contractor shall submit an EEO policy statement to NYSIF within seventy-two (72) hours after the date of the notice by NYSIF to award the Contract to the Contractor.

## APPENDIX M

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, NYSIF may require the Contractor or subcontractor to adopt a model statement (see Form 106 – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
  - a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
  - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
  - c. ONLY FOR CONTRACTS WITH A TOTAL EXPENDITURE IN EXCESS OF \$250,000: The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
  - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

### C. Form 101 - Staffing Plan

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

### D. Form 102 - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by NYSIF on a Quarterly basis during the term of the Contract, with the exception of Construction Contracts. For Construction Contracts, the Contractor is required to submit a Workforce Utilization Report on a Monthly basis.
2. Separate forms shall be completed by the Contractor and any subcontractors.

## **APPENDIX M**

3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.
- E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

### **IV. MWBE Utilization Plan**

- A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by NYSIF, to the designated contacts at [mwbeinfo@nysif.com](mailto:mwbeinfo@nysif.com), provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to NYSIF, either prior to, or at the time of, the execution of the contract.
- B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.
- C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, NYSIF shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

### **V. Waivers**

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

## **APPENDIX M**

within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

### **VI. Quarterly MWBE Contractor Compliance Report**

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report to [mwbeinfo@nysif.com](mailto:mwbeinfo@nysif.com), provided, however, that the Contractor may arrange to provide such report via a non-electronic method to NYSIF by the 10<sup>th</sup> day following the end of each quarter during the term of the Contract.

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

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

## **APPENDIX M**

### **Form 101 - Instructions**

**General Instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete a Staffing Plan (Form 101) and submit it as part of the bid or proposal. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

#### **Instructions for completing:**

1. Check off the appropriate box to indicate if the entity completing the Report is the Offeror or Subcontractor.
2. Check off the appropriate box to indicate work force to be utilized in the performance of the contract or the Offerors' total work force.
3. Enter the name and address of the Offeror and the solicitation number that this report applies to.
4. Verify that job titles are provided under the column titled "SOC Job Title" for each employee whose anticipated work will be reflected on the Report. If a necessary job title is not included, please add the corresponding job category, title and corresponding job code to the "EEO 1 Job Categories" "SOC Job Title" and "SOC Job Code" columns from the list of job categories, SOC titles, and SOC codes reflected in the EEO-1 Job Classification Guide, 2014. A copy
5. of this guide can be found on NYSIF's website at: [www.nysif.com/procurement](http://www.nysif.com/procurement)
6. In the first group of boxes, identify the anticipated number of hours worked by persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
7. In the second group of boxes, identify the anticipated number of persons identifying with each racial/ethnic category by gender for each job title in the SOC Job Title column.
8. Enter the name and the title for the person completing the form, enter the date upon which the Report was completed, and sign the form.

#### **RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission and do not denote scientific definitions of anthropological origins. For the purposes of this Report, an employee must be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this 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 the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN/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.

**Form 101**  
**STAFFING PLAN**  
**Submit with Bid or Proposal-Instructions in Appendix M**

Reporting Entity

☐

Contractor

☐

Subcontractor

Report includes Contractor's/Subcontractor's

☐

Workforce Utilized in Performance of Contract

☐

Contractor/Subcontractor's Total Workforce

Offeror's Name

Offeror's Address

Solicitation Number

| EEO 1 Job Categories           | SOC Job Title                             | SOC Job Code | Hours worked by Race/Ethnic Identification During Reporting Period |        |                        |        |                 |        |   |        |                                |        |
|--------------------------------|---|--------------|--|--------|------------------------|--------|-----------------|--------|---|--------|--------------------------------|--------|
|                                |   |              | White  |        | Black/African American |        | Hispanic/Latino |        | Asian/Native Hawaiian or Other Pacific Islander |        | Native American/Alaskan Native |        |
|                                |   |              | Male   | Female | Male                   | Female | Male            | Female | Male  | Female | Male                           | Female |
| Professionals                  | Lawyers                                   | (23-1011)    |  |        |                        |        |                 |        |   |        |                                |        |
| Administrative Support Workers | Paralegals and Legal Assistants           | (23-2011)    |  |        |                        |        |                 |        |   |        |                                |        |
| Administrative Support Workers | Miscellaneous Legal Support Workers       | (23-2090)    |  |        |                        |        |                 |        |   |        |                                |        |
| Administrative Support Workers | Secretaries and Administrative Assistants | (43-6010)    |  |        |                        |        |                 |        |   |        |                                |        |
|                                | Other -                                   |              |  |        |                        |        |                 |        |   |        |                                |        |
|                                | Other -                                   |              |  |        |                        |        |                 |        |   |        |                                |        |
|                                | Other -                                   |              |  |        |                        |        |                 |        |   |        |                                |        |
| TOTAL ANTICIPATED HOURS WORKED |   |              |  |        |                        |        |                 |        |   |        |                                |        |

| EEO 1 Job Categories           | SOC Job Title                             | SOC Job Code | Number of Employees by Race/Ethnic Identification During Reporting Period |        |                        |        |                 |        |   |        |                                |        |
|--------------------------------|---|--------------|---|--------|------------------------|--------|-----------------|--------|---|--------|--------------------------------|--------|
|                                |   |              | White   |        | Black/African American |        | Hispanic/Latino |        | Asian/Native Hawaiian or Other Pacific Islander |        | Native American/Alaskan Native |        |
|                                |   |              | Male  | Female | Male                   | Female | Male            | Female | Male  | Female | Male                           | Female |
| Professionals                  | Lawyers                                   | (23-1011)    |   |        |                        |        |                 |        |   |        |                                |        |
| Administrative Support Workers | Paralegals and Legal Assistants           | (23-2011)    |   |        |                        |        |                 |        |   |        |                                |        |
| Administrative Support Workers | Miscellaneous Legal Support Workers       | (23-2090)    |   |        |                        |        |                 |        |   |        |                                |        |
| Administrative Support Workers | Secretaries and Administrative Assistants | (43-6010)    |   |        |                        |        |                 |        |   |        |                                |        |
|                                | Other -                                   |              |   |        |                        |        |                 |        |   |        |                                |        |
|                                | Other -                                   |              |   |        |                        |        |                 |        |   |        |                                |        |
|                                | Other -                                   |              |   |        |                        |        |                 |        |   |        |                                |        |
| TOTAL ANTICIPATED EMPLOYEES    |   |              |   |        |                        |        |                 |        |   |        |                                |        |

Preparer's Name:

Preparer's Title:

Date:

Preparer's Signature:

## APPENDIX M

### Form 102 - Instructions for Submitting the Workforce Utilization Report

The Workforce Utilization Report (“Report”) is to be submitted on a monthly basis for construction contracts<sup>1</sup>, 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 [mwbeinfo@nysif.com](mailto:mwbeinfo@nysif.com) 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 GROSS WAGES: [TO BE REPORTED QUARTERLY]** Enter the total gross wages 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 gross wages for work on the contract paid to employees during the period covered by the Report. “Gross wages” are those reported by employers to employees on their wage statements. Gross wages are defined more specifically by 20 NYCRR §2380.4 and typically include every form of compensation for employment paid by an employer to his, her or its employees, whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, tips and the reasonable value of board, rent, housing, lodging or similar advantage received.
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.

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<sup>1</sup> The Gross Wages column is only required to be completed on a quarterly basis commencing 1/1/2018.



## APPENDIX M

### 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 [MWBEinfo@nysif.com](mailto:MWBEinfo@nysif.com) or contact Mary Rumberg at (212) 312-7178 or Carrell Clarke-Europe at (212) 312-0089.

**Form 103**  
**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

|                                 |  |                                     |                            |
|---------------------------------|--|-------------------------------------|----------------------------|
| <b>Offeror's Name:</b>          |  | <b>Federal Identification No.:</b>  |                            |
| <b>Address:</b>                 |  | <b>Solicitation No.:</b>            |                            |
| <b>City, State, Zip Code:</b>   |  | <b>Project No.:</b>                 |                            |
| <b>Telephone No.:</b>           |  | <b>M/WBE Goals in the Contract:</b> | MBE _____ %    WBE _____ % |
| <b>Region/Location of Work:</b> |  |                                     |                            |

| 1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No. | 2. Classification  | 3. Federal ID No. | 4. Detailed Description of Work<br>(Attach additional sheets, if necessary) | 5. Dollar Value of Subcontracts/Supplies/Services and intended performance dates of each component of the contract. |
|---|--|-------------------|---|---|
| <b>A.</b>   | <u>NYS ESD CERTIFIED</u><br><br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                   |   |   |
| <b>B.</b>   | <u>NYS ESD CERTIFIED</u><br><br><input type="checkbox"/> MBE<br><input type="checkbox"/> WBE |                   |   |   |

**6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A REQUEST FOR WAIVER FORM (M/WBE 104).**

|  |   |                       |                       |                           |  |                     |              |  |  |
|--|---|-----------------------|-----------------------|---------------------------|--|---------------------|--------------|--|--|
| <p><b>PREPARED BY (Signature):</b> _____</p> <p style="text-align: right;"><b>DATE:</b> _____</p> <p><b>NAME AND TITLE OF PREPARER (Print or Type):</b> _____</p> <p style="font-size: small;">SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.</p>   | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><b>TELEPHONE NO.:</b></td> <td style="width: 50%;"><b>EMAIL ADDRESS:</b></td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;"><b>FOR M/WBE USE ONLY</b></td> </tr> <tr> <td style="width: 70%;"><b>REVIEWED BY:</b></td> <td style="width: 30%;"><b>DATE:</b></td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <p><b>UTILIZATION PLAN APPROVED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> <p><b>Contract No.:</b></p> <p><b>Project No. (if applicable):</b></p> <p><b>Contract Award Date:</b></p> <p><b>Estimated Date of Completion:</b></p> <p><b>Amount Obligated Under the Contract:</b></p> <p><b>Description of Work</b></p> <p><b>NOTICE OF DEFICIENCY ISSUED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> <p><b>NOTICE OF ACCEPTANCE ISSUED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> </td> </tr> </table> | <b>TELEPHONE NO.:</b> | <b>EMAIL ADDRESS:</b> | <b>FOR M/WBE USE ONLY</b> |  | <b>REVIEWED BY:</b> | <b>DATE:</b> | <p><b>UTILIZATION PLAN APPROVED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> <p><b>Contract No.:</b></p> <p><b>Project No. (if applicable):</b></p> <p><b>Contract Award Date:</b></p> <p><b>Estimated Date of Completion:</b></p> <p><b>Amount Obligated Under the Contract:</b></p> <p><b>Description of Work</b></p> <p><b>NOTICE OF DEFICIENCY ISSUED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> <p><b>NOTICE OF ACCEPTANCE ISSUED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> |  |
| <b>TELEPHONE NO.:</b>  | <b>EMAIL ADDRESS:</b>   |                       |                       |                           |  |                     |              |  |  |
| <b>FOR M/WBE USE ONLY</b>  |   |                       |                       |                           |  |                     |              |  |  |
| <b>REVIEWED BY:</b>  | <b>DATE:</b>  |                       |                       |                           |  |                     |              |  |  |
| <p><b>UTILIZATION PLAN APPROVED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> <p><b>Contract No.:</b></p> <p><b>Project No. (if applicable):</b></p> <p><b>Contract Award Date:</b></p> <p><b>Estimated Date of Completion:</b></p> <p><b>Amount Obligated Under the Contract:</b></p> <p><b>Description of Work</b></p> <p><b>NOTICE OF DEFICIENCY ISSUED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> <p><b>NOTICE OF ACCEPTANCE ISSUED:</b>      <input type="checkbox"/> YES      <input type="checkbox"/> NO      <b>DATE:</b></p> |   |                       |                       |                           |  |                     |              |  |  |

## **APPENDIX M**

### **Form 104 - Instructions**

#### **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 – 11, as listed below. If box # 3 has been checked above, please see item 11. 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 Offeror/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 offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note: Unless a Total Waiver has been granted, the Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by NYSIF, to determine M/WBE compliance.

Form 104  
REQUEST FOR WAIVER FORM

| INSTRUCTIONS: SEE APPENDIX M FOR REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS.   |  |  |                |
|---|--|--|----------------|
| Offeror/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 offeror/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  |  |  |                |
| 3. <input type="checkbox"/> Waiver Pending ESD Certification – (Check here if subcontractors or suppliers of Contractor are not certified M/WBE, but an application for certification has been filed with Empire State Development). Date of such filing with Empire State Development:   |  |  |                |
| PREPARED BY (Signature):  |  | Date:  |                |
| SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/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. |  |  |                |
| 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:   |  | *****FOR M/WBE USE ONLY*****   |                |
| New York State Insurance Fund Attn: Procurement Unit<br>15 Computer Dr. W. Albany, NY 12205<br>Email: contracts@nysif.com   |  | REVIEWED BY:   | DATE:          |
|   |  |  |                |
|   |  | Waiver Granted: <input type="checkbox"/> Yes <input type="checkbox"/> MBE <input type="checkbox"/> WBE |                |
|   |  | <input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver                          |                |
|   |  | <input type="checkbox"/> ESD Certification Waiver <input type="checkbox"/> *Conditional                |                |
|   |  | <input type="checkbox"/> Notice of Deficiency Issued   |                |
|   |  | *Comments:   |                |

## APPENDIX M

### Form 105 - Instructions

#### PRODUCT KEY CODE

|     |   |  |
|-----|---|--|
| A   | = | Agriculture/ Landscaping (e.g., all forms of landscaping services)   |
| B   | = | Mining (e.g., geological investigations)   |
| C   | = | Construction   |
| C15 | = | Building Construction – General Contractors  |
| C16 | = | Heavy Construction (e.g., highway, pipe laying)  |
| C17 | = | Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)   |
| D   | = | Manufacturing  |
| E   | = | Transportation, Communication and Sanitary Services (e.g., delivery services, warehousing, broadcasting and cable systems)                     |
| F/G | = | Wholesale/Retail Goods (e.g. hospital supplies and equipment, food stores, computer stores, office supplies)                                   |
| G52 | = | Construction Materials (e.g., lumber, paint, law supplies)   |
| H   | = | Financial, Insurance and Real Estate Services  |
| I   | = | Services   |
| I73 | = | Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services) |
| I81 | = | Legal Services   |
| I82 | = | Education Services (e.g., AIDS education, automobile safety, tutoring, public speaking)  |
| I83 | = | Social Services (Counselors, vocational training, child care)  |
| I87 | = | Engineering, architectural, accounting, research, management and related services  |

## Form 105

## M/WBE Quarterly Report of

NYS AGENCY Contract No. \_\_\_\_\_

Project No. \_\_\_\_\_

|                                      |                              |
|--------------------------------------|------------------------------|
| Is this the final report? Check one: |                              |
| Yes: <input type="checkbox"/>        | No: <input type="checkbox"/> |

The following information indicates the payment amounts made by the grantee/contractor to the NYS Certified M/WBE subcontractor on this project. The payments as shown made are in compliance with contract documents for the above referenced project.

| Contractors Name and Address |  | Federal ID#   | Goals/\$ Amt.   |     | Contract Type:   |     |                               |     |                   |     |                            |     |
|------------------------------|--|---------------|---|-----|--|-----|-------------------------------|-----|-------------------|-----|----------------------------|-----|
|                              |  |               | MBE   | % = | Paid to Contractor This Quarter:   |     |                               |     |                   |     |                            |     |
|                              |  |               | WBE   | % = | Total Paid to Contractor To Date:  |     |                               |     |                   |     |                            |     |
|                              |  |               |   | -   |  |     |                               |     |                   |     |                            |     |
|                              |  |               | Project Completion Date   |     | Work Location  |     | Reporting Period (Check One): |     |                   |     |                            |     |
|                              |  |               |   |     | <input type="checkbox"/> 1st Quarter (4/1-6/30) <input type="checkbox"/> 3rd Quarter (10/1-12/31)<br><input type="checkbox"/> 2nd Quarter (7/1-9/30) <input type="checkbox"/> 4th Quarter (1/1-3/31) |     |                               |     |                   |     |                            |     |
| M/WBE Subcontractor/Vendor   |  | Product Code* | Work Status This Report   |     | Total Subcontractor Contract Amount  |     | Payments this Quarter         |     | Previous Payments |     | Total Payment Made to Date |     |
|                              |  |               |   |     | MBE  | WBE | MBE                           | WBE | MBE               | WBE | MBE                        | WBE |
| Name:<br>FED ID#             |  |               | <input type="checkbox"/> Active<br><input type="checkbox"/> Inactive<br><input type="checkbox"/> Complete |     |  |     |                               |     |                   |     |                            |     |
| Name:<br>FED ID#             |  |               | <input type="checkbox"/> Active<br><input type="checkbox"/> Inactive<br><input type="checkbox"/> Complete |     |  |     |                               |     |                   |     |                            |     |
| Name:<br>FED ID#             |  |               | <input type="checkbox"/> Active<br><input type="checkbox"/> Inactive<br><input type="checkbox"/> Complete |     |  |     |                               |     |                   |     |                            |     |
| Name:<br>FED ID#             |  |               | <input type="checkbox"/> Active<br><input type="checkbox"/> Inactive<br><input type="checkbox"/> Complete |     |  |     |                               |     |                   |     |                            |     |
| Total                        |  |               |   |     |  |     |                               |     |                   |     |                            |     |

\*See BELOW for Product Codes

Date: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

# APPENDIX M

## Form 106

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

#### M/WBE AND EEO POLICY STATEMENT

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

#### **M/WBE**

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

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

#### **EEO**

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

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

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

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

By \_\_\_\_\_

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

## APPENDIX M

### Form 106 (continued)

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

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

#### **M/WBE Contract Goals**

\_\_\_\_\_ % Minority and Women's Business Enterprise Participation

\_\_\_\_\_ % Minority Business Enterprise Participation

\_\_\_\_\_ % Women's Business Enterprise Participation

\_\_\_\_\_  
(Authorized Representative)

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

Date: \_\_\_\_\_



## **APPENDIX S**

### **CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE DISABLED VETERAN OWNED BUSINESSES (SDVOB)**

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. NYSIF 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 NYSIF 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. NYSIF 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](https://ogs.ny.gov/veterans/Docs/CertifiedNYS_SDVOB.pdf). Questions regarding compliance with SDVOB participation goals should be directed to the NYSIF Designated Contacts at [contracts@nysif.com](mailto:contracts@nysif.com). Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services’ Division of Service-Disabled Veterans’ Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document “good faith efforts” to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

#### **II. SDVOB UTILIZATION PLAN**

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form S-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

## APPENDIX S

award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to NYSIF.

- C. NYSIF will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of NYSIF 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 NYSIF a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSIF to be inadequate, NYSIF shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by NYSIF, a request for a partial or total waiver of SDVOB participation goals on S-200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. NYSIF may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
  - 1. If a Bidder fails to submit an SDVOB Utilization Plan;
  - 2. If a Bidder fails to submit a written remedy to a notice of deficiency;
  - 3. If a Bidder fails to submit a request for waiver; or
  - 4. If NYSIF 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, NYSIF 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 Designated Contacts at NYSIF 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 S-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 NYSIF 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, NYSIF 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 NYSIF, but must be

## **APPENDIX S**

made no later than prior to the submission of a request for final payment on the Contract.

- D. If NYSIF, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (Form S-101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regard to such non-compliance, NYSIF may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the NYSIF designated contacts at [contracts@nysif.com](mailto:contracts@nysif.com).

### **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 NYSIF with certified SDVOBs whom NYSIF 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 NYSIF 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 S-101 available on the NYSIF website and should be completed by the Contractor and submitted to NYSIF, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: [SDVOBinfo@nysif.com](mailto:SDVOBinfo@nysif.com).

### **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.

**APPENDIX S**  
**FORM S-100: SDVOB UTILIZATION PLAN**

**SDVOB UTILIZATION PLAN**

☐ Initial Plan    ☐ Revised plan    Contract/Solicitation # \_\_\_\_\_

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

**BIDDER/CONTRACTOR INFORMATION**

**SDVOB Goals In Contract**

|   |                             |   |
|---|-----------------------------|---|
| Bidder/Contractor Name:                                       | Federal Identification No.: | % |
| Bidder/Contractor Address (Street, City, State and Zip Code): |                             |   |

|                                     |                                |
|-------------------------------------|--------------------------------|
| Bidder/Contractor Telephone Number: | Contract Work Location/Region: |
|-------------------------------------|--------------------------------|

Contract Description/Title:

**CONTRACTOR INFORMATION**

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

Email Address:

*If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form (S-200).*

**SDVOB Subcontractor/Supplier Name:**

|   |                             |                |
|---|-----------------------------|----------------|
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
|---|-----------------------------|----------------|

|          |                |
|----------|----------------|
| Address: | Email Address: |
|----------|----------------|

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

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ \_\_\_\_\_ or \_\_\_\_\_%

**SDVOB Subcontractor/Supplier Name:**

|   |                             |                |
|---|-----------------------------|----------------|
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: |
|---|-----------------------------|----------------|

|          |                |
|----------|----------------|
| Address: | Email Address: |
|----------|----------------|

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

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ \_\_\_\_\_ or \_\_\_\_\_%

**FOR NYSIF USE ONLY**

|                             |                                   |  |   |
|-----------------------------|-----------------------------------|--|---|
| NYSIF Authorized Signature: | <input type="checkbox"/> Accepted | <input type="checkbox"/> Accepted as Noted | <input type="checkbox"/> Notice of Deficiency |
|-----------------------------|-----------------------------------|--|---|

|                      |            |                |                 |
|----------------------|------------|----------------|-----------------|
| NAME (Please Print): | SDVOB %/\$ | Date Received: | Date Processed: |
|----------------------|------------|----------------|-----------------|

Comments:

**NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION:** The directory of New York State Certified SDVOBs can be viewed at: [https://ogs.ny.gov/Veterans/Docs/CertifiedNYS\\_SDVOB.pdf](https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf)

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

**APPENDIX S**  
**FORM S-100: SDVOB UTILIZATION PLAN**

# ADDITIONAL SHEET

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

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

**APPENDIX S**  
**INSTRUCTION FOR COMPLETING THE MONTHLY**  
**SDVOB COMPLIANCE REPORT – FORM S-101**

**Instructions for Completing the**  
**Monthly SDVOB Compliance Report – Form S-101**

The SDVOB Monthly Reporting Form is to be completed by the Contractor/Vendor, and submitted by the 10<sup>th</sup> day of *each* month for the duration of the Contract. This form should include **all** (e.g. SDVOB and non SDVOB) Subcontractors and/or Suppliers assigned by the Contractor/Vendor to perform work during the contract. This reporting should also include payments made by your Subcontractors and/or Suppliers to SDVOB firms.

Complete the form as specified below.

|                                    |   |
|------------------------------------|---|
| Contract No.                       | Indicate the NYSIF Contract No.   |
| Contractor/Vendor Name and Address | Provide your firm's name and address.   |
| Federal ID No.                     | Enter your firm's Federal ID No.  |
| Goals                              | Indicate SDVOB participation goals.   |
| Reporting Period                   | Fill in the month and year of reporting period. One copy must be submitted with final payment application.  |
| Description of Project             | Briefly describe the work you are providing under the terms of this contract.   |
| Firm Name and Address              | Provide the name, address and phone number of <b>all</b> Subcontractors/Suppliers assigned by the Contractor/Vendor on this contract or purchase agreement(s).                                    |
| Federal ID No.                     | Enter the Subcontractor's/Supplier's Federal ID No. If no Federal ID No. has been assigned, provide only the owner's last four (4) digits of his or her Social Security No.                       |
| Payment This Month                 | Indicate the amount paid <i>this month</i> to each Subcontractor/Supplier. If there was no income activity for a Subcontractor/Supplier, please check the box indicating "No Payment This Month." |
| Contract Amount                    | Enter the total contract amount or purchase agreement(s) amount for each Subcontractor/Supplier.  |
| Description of Work/Supplies       | Briefly describe the work performed or supplies provided by each Subcontractor/Supplier.  |

Submit to:

New York State Insurance Fund  
Attn: Procurement Unit  
15 Computer Drive West  
Albany, NY 12205  
Email: [SDVOBinfo@nysif.com](mailto:SDVOBinfo@nysif.com)

# APPENDIX S

## FORM S-101: CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT

**CONTRACTOR'S MONTHLY SDVOB COMPLIANCE REPORT (DUE ON THE 10<sup>TH</sup> DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE SDVOB GOALS ON THE CONTRACT)**

Contract No.: \_\_\_\_\_

| Contractor/Vendor Name, Address and Phone No.: | Contractor/Vendor Federal ID No.: | SDVOB Goals | Reporting Period |      |
|--|-----------------------------------|-------------|------------------|------|
|  | Description of Project:           | %           | Month            | Year |
|  |                                   |             |                  |      |

| Firm Name, Address and Phone Number<br>(List All Firms) | Description of Work or Supplies Provided | Designation  | Payment This Month                             | Contract Amount |
|---|--|--|--|-----------------|
| Federal ID No.:   |  | <input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier<br><input type="checkbox"/> Sub <input type="checkbox"/> Team<br><input type="checkbox"/> Broker <input type="checkbox"/> Other<br><input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract<br><input type="checkbox"/> Written Contract | <input type="checkbox"/> No Payment This Month |                 |
| Federal ID No.:   |  | <input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier<br><input type="checkbox"/> Sub <input type="checkbox"/> Team<br><input type="checkbox"/> Broker <input type="checkbox"/> Other<br><input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract<br><input type="checkbox"/> Written Contract | <input type="checkbox"/> No Payment This Month |                 |
| Federal ID No.:   |  | <input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier<br><input type="checkbox"/> Sub <input type="checkbox"/> Team<br><input type="checkbox"/> Broker <input type="checkbox"/> Other<br><input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract<br><input type="checkbox"/> Written Contract | <input type="checkbox"/> No Payment This Month |                 |
| Federal ID No.:   |  | <input type="checkbox"/> SDVOB <input type="checkbox"/> Supplier<br><input type="checkbox"/> Sub <input type="checkbox"/> Team<br><input type="checkbox"/> Broker <input type="checkbox"/> Other<br><input type="checkbox"/> Joint Venture <input type="checkbox"/> No Written Contract<br><input type="checkbox"/> Written Contract | <input type="checkbox"/> No Payment This Month |                 |

|                    |                               |               |
|--------------------|-------------------------------|---------------|
| _____<br>Signature | _____<br>Print Name and Title | _____<br>Date |
|--------------------|-------------------------------|---------------|

**Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.**

| For NYSIF Use Only |       |
|--------------------|-------|
| Reviewed By:       | Date: |

**APPENDIX S**  
**FORM S-200: APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL**

**APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL**

*(must be submitted before requesting final payment on the Contract)*

**Section 1: Basic Information**

|                        |                                |
|------------------------|--------------------------------|
| Contractor's Name:     | Federal Identification Number: |
| Street Address:        | E-Mail Address:                |
| City, State, Zip Code: | Telephone:                     |
| Contract Number:       | SDVOB CONTRACT GOALS           |
|                        | %                              |

**Section 2: Type of SDVOB Waiver Requested**

|   |                                  |   |   |
|---|----------------------------------|---|---|
| <input type="checkbox"/> Total                    | <input type="checkbox"/> Partial | If partial waiver, please enter the revised SDVOB percentage: | % |
| Please explain the reason for the waiver request: |                                  |   |   |
|   |                                  |   |   |

**Section 3: Supporting Documentation**

Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:

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

**Section 4: Signature and Contact Information**

**By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.**

|  |       |
|--|-------|
| Prepared By: (Signature)                   | Date: |
|  |       |
| Name and Title of Preparer (Print or Type) |       |
|  |       |

**Submit with the bid or proposal or if submitting after award submit to:**

New York State Insurance Fund  
Attn: Procurement Unit  
15 Computer Drive West  
Albany, NY 12205  
Email: [contracts@nysif.com](mailto:contracts@nysif.com)



**APPENDIX S**  
**FORM S-200: APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL**

| <b>For NYSIF Use Only</b>   |       |
|---|-------|
| Reviewed By:  | Date: |
| <div>Decision:</div> <div style="margin-left: 20px;"><input type="checkbox"/> Full SDVOB waiver granted<br/><input type="checkbox"/> Partial SDVOB waiver granted; revised SDVOB goal: _____ %<br/><input type="checkbox"/> SDVOB waiver denied</div> |       |
| Approved By:  | Date: |
| Date Notice of Determination Sent:  |       |
| Comments  |       |

## APPENDIX X

### EO 177 CERTIFICATION

#### PROHIBITING STATE CONTRACTS WITH ENTITIES THAT SUPPORT DISCRIMINATION

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_, 20\_\_\_\_

**APPENDIX Y**  
**LISTING OF PROPOSED SUBCONTRACTORS**

Legal Business Name: \_\_\_\_\_

D/B/A — Doing Business As (if applicable): \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

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

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

Contact Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Detailed description of work to be provided by subcontractor: \_\_\_\_\_

\_\_\_\_\_

Dollar Value: \_\_\_\_\_

Certification (if applicable):                      MBE                      WBE                      SDVOB

Attachments:              Appendix V – Vendor Assurance of No Conflict of Interest or Detrimental Effect  
   Appendix E – Vendor Responsibility Questionnaire (if value exceeds \$100,000)

Legal Business Name: \_\_\_\_\_

D/B/A — Doing Business As (if applicable): \_\_\_\_\_

Federal ID No.: \_\_\_\_\_

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

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

Contact Title: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Detailed description of work to be provided by subcontractor: \_\_\_\_\_

\_\_\_\_\_

Dollar Value: \_\_\_\_\_

Certification (if applicable):                      MBE                      WBE                      SDVOB

Attachments:              Appendix V – Vendor Assurance of No Conflict of Interest or Detrimental Effect  
   Appendix E – Vendor Responsibility Questionnaire (if value exceeds \$100,000)

Attach additional sheets if necessary

**APPENDIX Z  
FEE SCHEDULE PROPOSAL**

**RFQ 2019-39-IT**

**ELECTRICAL, NETWORK CABLING & FIBER SERVICES FOR SYRACUSE**

|              |       |               |       |
|--------------|-------|---------------|-------|
| Bidder       | _____ | Contact       | _____ |
| DBA, if any  | _____ | Title         | _____ |
| Federal ID # | _____ | Email Address | _____ |
| Type of Firm | _____ | Telephone #   | _____ |
| Address      | _____ | Fax #         | _____ |
|              | _____ | Web Address   | _____ |

Bid prices shall be "all inclusive". All prices shall include all direct and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, system maintenance, system trouble shooting and modifications, all documents, reports, forms, reproduction and any other costs.

Bidders are not to change, delete, or make any additions to this form, and are to supply only the bid information that is required. If any changes, deletions, or additions are made by the bidder, or if all of the required bid information is not provided, then at NYSIF's discretion, the bid may be disqualified.

The use of the contingency fund is a NYSIF's sole discretion.

|                                    |                           |
|------------------------------------|---------------------------|
| <b>1. Lump Sum Bid</b>             | <b>\$ _____</b>           |
| <b>2. Contingency</b>              | <b>\$ <u>5,000.00</u></b> |
| <b>Grand Total Bid (Items 1+2)</b> | <b>\$ _____</b>           |

**Supplemental Unit Prices and Mark-up:**

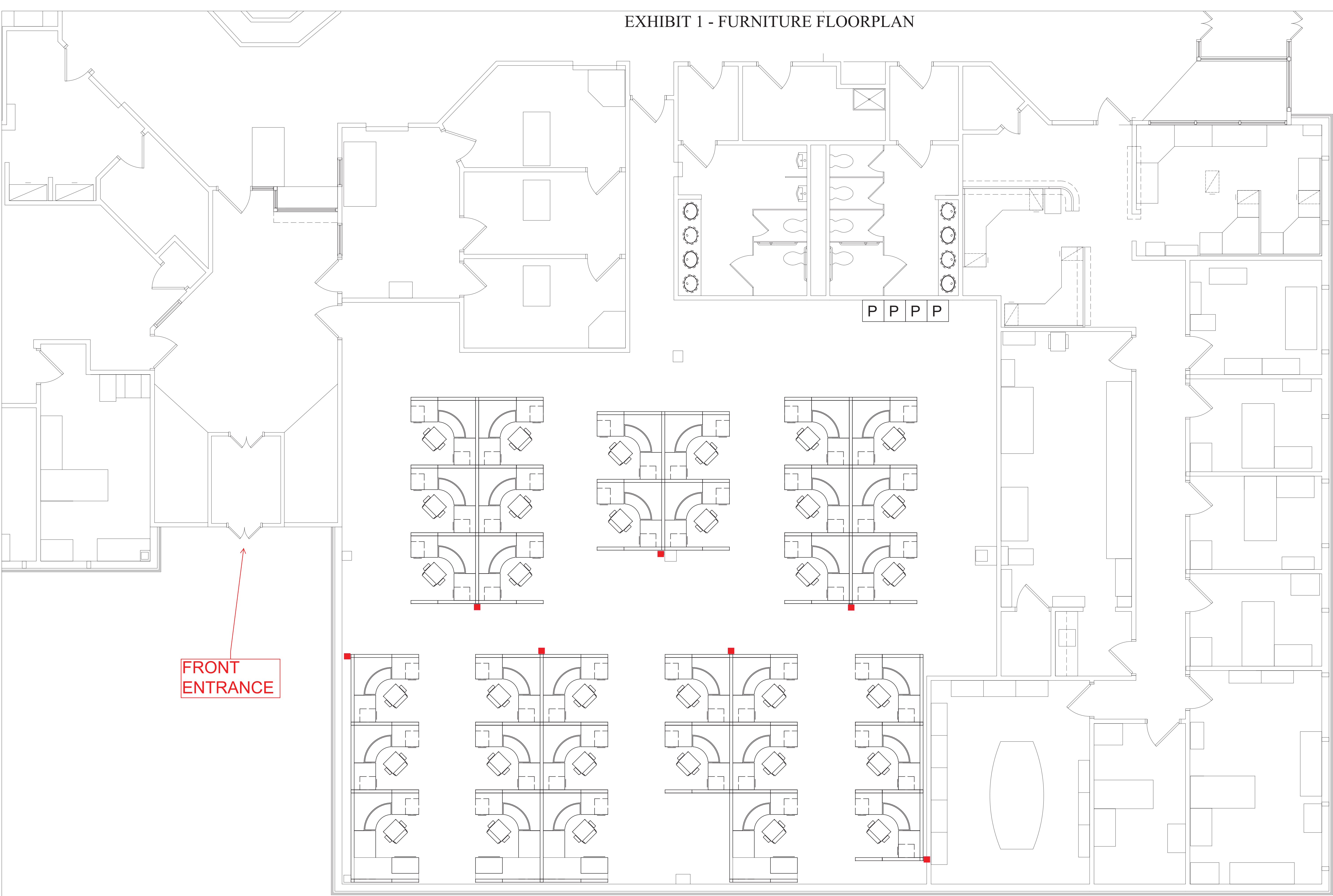
|  |                        |
|--|------------------------|
| Cabling/Fiber Installation (Standard Hours)          | \$ _____ / Hour        |
| Cabling/Fiber Installation (Overtime Hours)          | \$ _____ / Hour        |
| Electrical Installation (Standard Hours)             | \$ _____ / Hour        |
| Electrical Installation (Overtime Hours)             | \$ _____ / Hour        |
| OM-4 LC Fiber  | \$ _____ / Linear Foot |
| Category 6 Cable                                     | \$ _____ / Linear Foot |
| Percentage Mark-Up on Materials (not to exceed 10%)* | _____ %                |

**\*All other materials not covered under the unit pricing above will be billed back to NYSIF at cost with a mark-up not to exceed 10%. Backup documentation on the materials purchased must be provided with the invoice.**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

EXHIBIT 1 - FURNITURE FLOORPLAN



FRONT  
ENTRANCE

Power Pole Locations

EXHIBIT 2  
SYRACUSE OFFICE PLANS

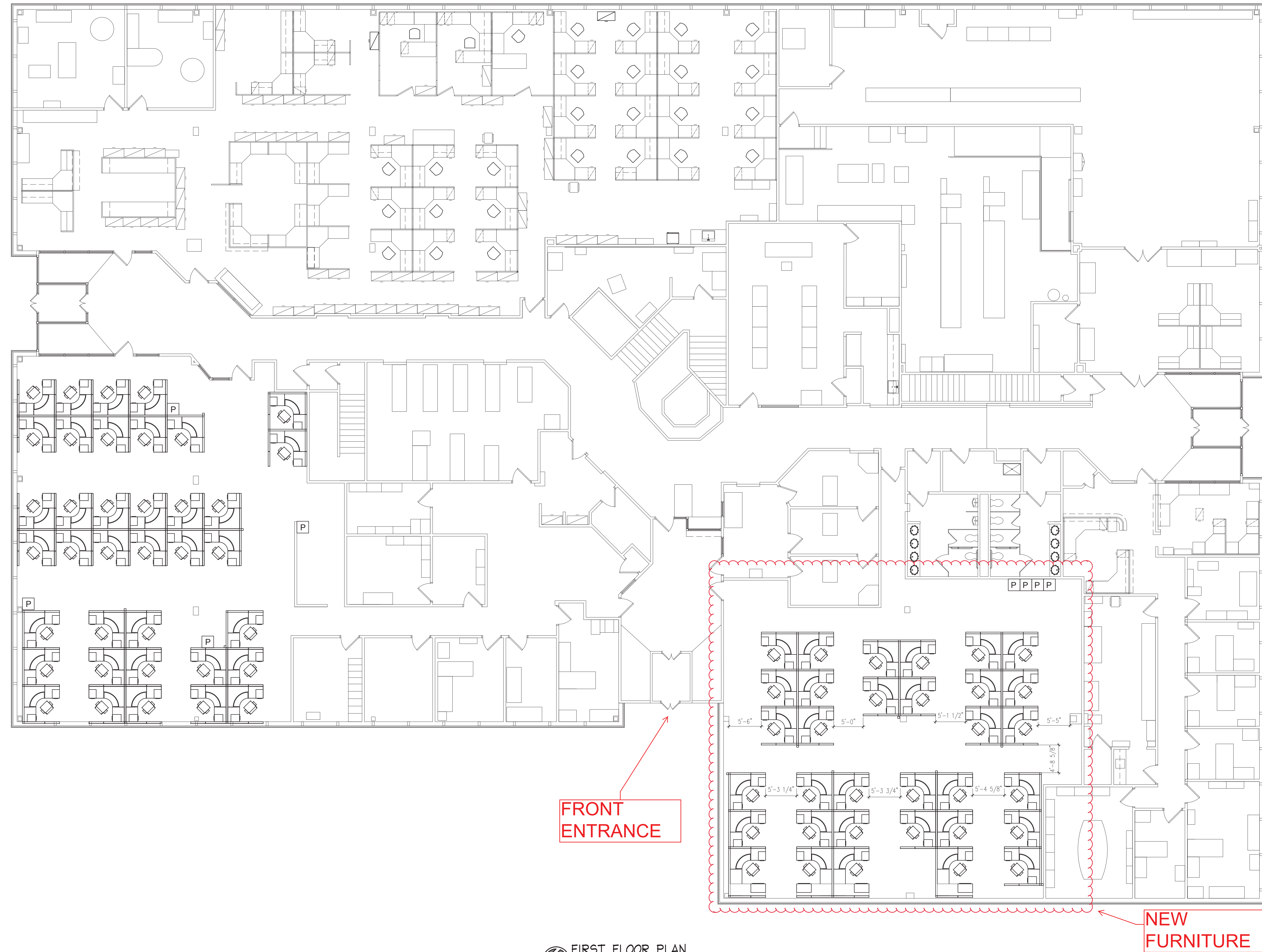


EXHIBIT 2  
SYRACUSE OFFICE PLANS

