



**KATHY HOCHUL**  
Governor

**JOANNE M. MAHONEY**  
Chair

**FRANK G. HOARE, ESQ.**  
Executive Director

## NOTICE TO PROPOSERS

RFP#24C25 – Underwriting Services

03/24/2025

Dear Proposer:

Attached are the responses to the written questions previously submitted and exceptions to Terms and Conditions and Addendum #2 for RFP #24C25.

Thank you for your interest in this project.

Sincerely,

*Robin Davis*

Robin Davis  
Contract Management Specialist 1

## REQUEST FOR PROPOSAL

ISSUE DATE: 02/10/2025

<b>RFP#:</b>	RFP #24C25 - Underwriting Services	<b>Inquiries to:</b>	Robin Davis Robin.Davis@thruway.ny.gov 518-471-4271
<b>Due Date &amp; Time of Proposal Submission:</b>	1:00 P.M., 03/24/2025 04/07/2025	<b>Date &amp; Time of Pre-proposal Meeting:</b>	N/A
<b>Contract Period:</b>	Three (3) years, with two 1-year renewals		

### INSTRUCTIONS

1. Attach this form to the front of your proposal.
2. Indicate whether or not your firm is registered with the NYS Department of Economic Development as a certified Minority and/or Women-Owned Business Enterprise (M/WBE) or with the NYS Office of General Services as a certified Service-Disabled Veteran-owned Business (SDVOB). **Circle one: Yes No**
3. Indicate whether or not your firm is proposing a joint venture. **Circle one: Yes No**
4. Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

Firm name		Federal Tax ID no.	
Street Address		City/State/Zip	
Area Code/Telephone (800 if available)	fax	E-mail	
Print Name		Title	
Signature		Date	

### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.



## **RFP #24C25 Underwriting Services**

March 24th, 2025

### **ADDENDUM NO. 2**

Notice is hereby given that the following Addendum No. 2 shall be made part of RFP #24C25 issued by the Authority on February 10, 2025 (the "RFP").

Each Proposer shall acknowledge receipt of this Addendum No. 2 in the cover letter submitted as part of their Proposal.

Addendum No. 2 consists of the following additions and changes to the RFP

**Change No. 1** – RFP "Section 3.1, Letter C, Part I – Qualifications, Paragraph 2" is hereby revised to read as follows. Material to be deleted is in ~~striketrough~~, material to be added is underscored.

2. If your firm is seeking to be engaged as a Senior Managing Underwriter or Co-Managing Underwriter, discuss your firm's capital commitment to public finance. Your response should include:
  - a. A table showing amounts of Uncommitted Excess Net Capital, Allocation of Uncommitted Excess Net Capital to support public finance operations, short-term financing or credit to support public finance operations, and the average balance(s) available of such short-term financing or credit for each of the years 2022 and 2023 and for 2024 as of the last quarter reported.
  - b. A description of your firm's approach and/or policies for allocation of uncommitted excess net capital to public finance.
  - c. A description of the agreements for any short-term financing that may be used by your firm to support public finance underwriting, including credit lines. Please include limitations on funding availability such as transactional caps or limits (transaction amounts, issuer ratings), expiration dates, etc. Also, indicate any significant covenant of your firm that may impact availability (such as firm ratings, minimum capital or excess capital amounts, etc.)
  - d. A table listing the three largest positions your firm has taken down into inventory during the previous two years, and in a separate table listing the three largest positions for 2024, when your firm was senior manager on a transaction. Please include in your table the transaction date, total par amount of the issue, the total amount of unsold bonds, the type of bonds (Revenue, Tax supported, Appropriation, etc.), as well as the amount of bonds your firm took into inventory.
  - d e. Please briefly discuss the transactions listed, describing the circumstances of the transaction and the willingness of your firm to use its capital to support the sale and

distribution of those bonds. Include pricing and spread adjustments made before bonds were taken into inventory.

e f. If desired, you may also provide additional examples of transactions and circumstances where your firm used its capital to support the sale and distribution of bonds during the previous two years.

f g. The dollar amount of bonds which your firm can underwrite at one time as of the date of your proposal. Indicate the amount based on your firm's capital and what amounts are from other sources of capital, by source.

g h. i) A description of how your firm's capital would be utilized to support the Authority generally and during a transaction. Provide a description of any approvals needed for specific levels of capital to support an Authority transaction and the timing of those approvals.

ii) A description of how your firm's capital is allocated for multiple transactions occurring at the same time, including competitive transactions, for which your firm is participating in. Describe the decision-making process and the priority of allocations during those transactions.

**Change No. 2** – RFP “Section 3.1, Letter C – Proposal Requirements, Part II - Performance” is hereby revised to read as follows. Material to be deleted is in ~~strike through~~, material to be added is underscored.

## **PART II – PERFORMANCE**

***Please limit your response to 3 pages.***

1. Indicate the total number of transactions by year, for the years 2022 through 2024, for which your firm's role was:
  - a. Senior Managing Underwriter (bookrunner/lead), or lead or sole Senior Manager
  - b. Co-Manager
2. List your firm's or principal's combined experience as Senior Managing Underwriter and Co-Managing Underwriter for (i) toll revenue bonds, (ii) subordinate/junior debt issuances (iii) revenue bonds, (iv) NYS appropriation, Personal Income Tax Revenue Bonds, and Sales Tax Revenue Bonds, (v) highway and bridge transportation bonds or comparable transportation financing programs in other jurisdictions in the last three years. Provide the following information where applicable for each financing listed, grouped by role (Bookrunner, Senior Manager, Co-Manager, Selling Group or other). Information should be provided in tabular form in landscape format, grouped and presented by role in date order, in a separately labeled appendix to your proposal (this will not be counted against the page limit) as follows:
  - a. Date of Issue
  - b. Name of Issuer
  - c. Par Amount of Issue
  - d. Series and Description of Issue
  - e. Method and type of Sale (negotiated or competitive, variable or fixed, new money or

refunding) rating

- f. Rating
- g. Total Volume of Sales Compared to Orders Placed
- h. Primary Investment Banker and Underwriter responsible for providing services throughout the engagement
- i. Financial Advisor to Issuer, if applicable
- j. SDC credit received for the transaction

In a separate page to the appendix, please provide Issuer Reference information for the issuers reported above for issuances from 2022 through 2024 (name of individual, telephone number). Where applicable, references do not need to be duplicated and only need to be provided once per issuer.

- 3. For any of the three financings reported above, describe any unique contribution your firm or principals made to the transaction and how the issuer benefited. Describe any innovations developed by your firm or principals or any special marketing efforts undertaken by the firm for such financings. Please limit your response to three examples.
- 4. Discuss the firm's bond distribution capabilities, both institutional and retail, in detail. Also, describe how your firm's bond distribution capabilities have served the Authority or similar credits for other issuers in the past three years.

Indicate your firm's abilities to support a transaction with traditional retail orders and sales. Provide a table of up to six examples of your firm's ability to generate traditional retail sales that positively impacted a transaction and describe how the orders were generated and their impact on the transaction. Note: Do not include professional retail orders and sales in your examples.

Report and describe any significant increases or decreases in the number of employees devoted to institutional and retail distribution in the last three years or any planned increases or decreases in the near future. Describe how any of the changes noted would benefit the Authority.

**Change No. 3** – RFP “Section 3.1, Letter C – Proposal Requirements, Part III - Innovations” is hereby revised to read as follows. Material to be deleted is in ~~strike through~~, material to be added is underscored.

### **PART III – INNOVATIONS**

**Please limit your response to 4 pages.**

#### **General**

- 1. Discuss any recommendations you have regarding how the Authority markets and sells its bonds. Can the marketing and selling process be improved? If so, how (use of the internet, social media, or other media for marketing purposes)?

2. Discuss the current role of traditional retail buyers in a debt issuance, and the significance, if any to Authority issuances. Explain how the Authority should consider its marketing efforts towards traditional retail buyers.
3. Discuss the role professional retail currently plays in a pricing and discuss the different strategies for managing professional retail demand and orders during a pricing and the impacts of those strategies on a transaction.
4. Discuss strategies for expanding institutional distribution of the Authority's bonds. Recommend specific marketing approaches to institutional buyers the Authority should employ in the short and long term to help distinguish its bonds from other issuers, and to generate better pricing during a transaction.
5. Discuss how the Authority can limit financing costs in its transactions.
6. Market volatility, liquidity and credit concerns can make it difficult for many issuers to access the market. Discuss measures the Authority may take to reduce market access risk to ensure the continuous availability of funds for its programs or for short term liquidity needs. State Bond Program
7. The Authority is an authorized issuer of State Personal Income Tax Revenue Bonds, State Sales Tax Revenue Bonds and Dedicated Highway and Bridge Trust Fund Bonds (together, the Authority's "State Bond Program"). Discuss any innovations, ideas or strategies with these programs that may benefit the State.
- ~~8. Discuss the future role, if any, of variable rate bonds or derivative obligations as financial tools for the State Bond Program, including cost savings or improved management of overall State Bond Program costs. Include any recommendations regarding interest rate swaps, either fixed to floating and/or floating to fixed, for the State Bond Program.~~

**Change No. 4** – RFP "Section 3.1, Letter C – Proposal Requirements, Part IV Thruway Authority Supplement: Additional Questions to Common RFP" is hereby revised to read as follows. Material to be deleted is in ~~strike through~~, material to be added is underscored.

#### **PART IV – THRUWAY AUTHORITY SUPPLEMENT: ADDITIONAL QUESTIONS TO COMMON RFP**

**Please limit your response to 5 pages.**

1. Discuss any ideas or strategies that you have regarding the Authority's General Revenue Bond and Junior Indebtedness Obligation programs that would reduce the Authority's cost of capital or increase funding for the Authority's Capital Program.
2. Provide additional details of your firm's decision making and approval process regarding capital commitment when your firm is a Senior Managing Underwriter or Co-Managing Underwriter on a transaction. Also, provide a description of how your firm's capital is allocated for multiple transactions occurring at the same time, including competitive transactions, for which your firm is participating in. Describe the decision-making process and the priority of allocations during those transactions, including what factors are considered in that process, what steps are taken to ensure capital is committed to each deal, and how that is communicated to each issuer during the transaction.

- ~~3. Discuss the future role, if any, of variable rate bonds or derivative obligations as financial tools for the Authority, including cost savings or improved management of overall Authority debt portfolio costs. Include any recommendations regarding interest rate swaps, either fixed to floating and/or floating to fixed, that may be beneficial to the Authority.~~
4. Describe the efforts and accomplishments of your firm in providing liquidity, market access support or other support needed to obtain short-term funding to meet the liquidity needs of municipalities, including the Authority.
5. The Authority is promoting the use of MWBE and SDVOB firms in its transactions with the goal of aiding in the development of such firms' experience, qualifications and credit as underwriters. Describe your firm's approach to MWBE and SDVOB participation in a transaction. Include your thoughts on joint ventures or other partnerships with an MWBE firm or SDVOB firm, or both, in a transaction. Provide your thoughts for a best strategy for inclusion of MWBE and SDVOB firms in a transaction if you were the senior managing bookrunner.
6. Describe any additional factors which you believe are important in considering the inclusion of your firm as a syndicate member (Senior Managing or Co-Managing Underwriter) in future Authority transactions.

**Change No. 5** – RFP “Section 3.2 – Submission of Proposal” is hereby revised to read as follows. Material to be deleted is in ~~striketrough~~, material to be added is underscored.

### **Section 3.2 – Submission of Proposal**

A Proposer must submit one (1) signed in ink original (marked **ORIGINAL**) copy and 5 additional hard copies of its Proposal to the Contract Management Specialist, identified in Section 1.3 hereof, on or before the due date for Proposals set forth in Section 1.2 of this RFP. ~~In addition, Proposers must submit one (1) copy of the Proposal (excluding the Fee Proposal) on a flash drive in a PDF format. All boxes, packages, and envelopes containing proposals should be clearly marked as follows: Proposer's name and “Response to Request for Proposal for Underwriting Services (#24C25).”~~

**Change No. 6** – RFP “Section 6.7 – Liability, Indemnification and Defense – B Indemnification and Defense” is hereby revised to read as follows. Material to be deleted is in ~~striketrough~~, material to be added is underscored

### **Section 6.7 – Liability, Indemnification and Defense**

#### **A. Liability**

Contractor shall be responsible for the acts and omissions of its agents, employees, and subcontractors, and any other persons furnishing products and services on its behalf under the Agreement. With respect to any liability pertaining to any underwriting services to be performed by Contractor, such liability is subject to a bond purchase agreement, note purchase agreement, loan agreement, or similar agreement agreed to by the Contractor and the Authority.

#### **B. Indemnification and Defense**

- (1) To the fullest extent permitted by law, Contractor shall indemnify and save harmless, without limitation, the Authority and the State of New York (the “State”), and their

respective officers, directors, board members, agents, employees, successors, and assigns ("Authority Indemnitees" and "State Indemnitees," respectively, and, collectively, "Collective Indemnitees") as their interests may appear, from any and all claims, suits, actions, damages, liabilities, fines, forfeitures, demands, losses, judgments, and costs of every kind and nature, and every name and description, arising from the products and services provided, or to be provided, under the Agreement ("Claims"). Such defense and indemnity shall not be limited to the insurance coverage herein prescribed.

- (2) Contractor shall, at its own expense, defend the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees. This obligation to defend shall include all attorneys' fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The Authority shall give Contractor: (a) prompt written notice of any action, claim, or suit for which Contractor is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim, or suit at Contractor's sole expense; and (c) assistance in the defense of any such action, claim, or suit at the expense of Contractor. Notwithstanding the foregoing, if Contractor defends the Authority Indemnitees, the State Indemnitees or the Collective Indemnitees, the Authority and the State each reserve their respective right to join and/or participate in such action at their own expense.
- (3) The Authority may retain and set-off from any amount due to Contractor such monies as may be necessary to satisfy any Claim recovered against the Authority Indemnitees or the Collective Indemnitees. Neither Contractor's obligations nor the Authority's rights under this Section 6.7 shall be deemed waived by the Authority's failure to retain the whole or part of any monies due Contractor, or by the failure to resolve any such Claims, prior to the release of such monies. Further, neither Contractor's obligations under this Section 6.7 nor the rights of the Authority Indemnitees or the State Indemnitees shall be limited or discharged by the enumeration in the Agreement, or procurement, of any insurance in any amount.
- (4) Contractor's indemnification and defense obligations under this Section 6.7 shall include any and all Claims that may arise from any products and services provided, or to be provided, under the Agreement by Contractor's agents, employees, and subcontractors, and by any other party furnishing products and services under the Agreement.
- (5) With respect to any underwriting services to be performed by Contractor, defense and indemnification provisions are subject to any bond purchase agreement, note purchase agreement, loan agreement, or similar agreement agreed to by the Contractor and the Authority.

### **C. Survival**

The provisions of this Section 6.7 shall survive the expiration or termination of the Agreement.

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**RFP 24C25  
Underwriting Services**

**Authority Responses to Written Questions  
March 24th, 2025**

On February 10, 2025, the New York State Thruway Authority ("Authority") issued a Request for Proposals (RFP) #24C25 for Underwriting Services. Pursuant to the RFP, all prospective Proposers were given an opportunity to submit written questions concerning this RFP to the Authority by March 10, 2025.

The Authority received the following questions and submits the following responses in accordance with Section 1.4 of the RFP. Please note that similar questions have been grouped together to avoid repetition and to facilitate ease of review.

1. Is this for property and casualty insurance?

**RESPONSE:** No. This RFP is Senior Managing Underwriter and Co-Managing Underwriter services in connection with the proposed future issuance of bonds and/or short-term notes of the Authority.

2. In 2020 for RFP 20C20, the following question (Part III #8) was deleted by Thruway in Addendum No. 2 (dated 11/19/2020):

*Discuss the future role, if any, of variable rate bonds or derivative obligations as financial tools for the State Bond Program, including cost savings or improved management of overall State Bond Program costs. Include any recommendations regarding interest rate swaps, either fixed to floating and/or floating to fixed, for the State Bond Program.*

In the State's FY2025-26 five year Capital plan, they state:

- DOB has longstanding debt practices, which include: Limit Risk: the State's debt portfolio has limited variable rate exposure and no derivative (swaps) exposure, which ensures that annual debt costs are not subject to rapid increases in interest rates.
- The State continues to evaluate the utilization of variable rate debt as part of the debt portfolio, but has no current plans to issue variable rate bonds.
- Currently, there are no interest rate exchange agreements outstanding, and the State is not currently considering the use of new swaps.

Will Thruway similarly delete question Part III #8 for RFP 24C25?

**RESPONSE:** RFP Section 3.1, Letter C – Proposal Requirements, Part III – Innovations has been revised, please see Addendum #2.

3. Part III. Innovations, Question 8 was deleted in its entirety during the 2020 Underwriting RFP via the Thruway Authority's response to Question 12 ("Will the Authority give a safe harbor letter to answer Part III. Innovations, Question 8 and Part IV. Authority Supplement: Additional Questions to Common RFP, Question 3?") in the Responses to Written Questions and Exception to Terms and Conditions dated November 17, 2020. Please confirm whether Part III. Innovations, Question 8 is required for submission at this time.

**RESPONSE:** RFP Section 3.1, Letter C – Proposal Requirements, Part III – Innovations has been revised, please see Addendum #2.

4. Does the Authority have a safe harbor in place to assist Proposers with the questions relating to “derivative obligations” and “interest rate swaps”?

**RESPONSE:** Language regarding derivative obligations has been removed, please see Addendum #2.

5. Part III, Question 8 and Part IV, Question 3 of the RFP are very similar. Similar to 2020, can you please again confirm that the references made to the “State Bond Program” in Part III, Question 8 is intended to focus on the Personal Income Tax and the Highway and Bridge Trust Fund credits; whereas the reference to “Thruway Authority” as used in Part IV, Question 3 refers to the General Revenue and General Junior Indebtedness Obligations?

**RESPONSE:** RFP Section 3.1, Letter C – Proposal Requirements, Part IV - Thruway Authority Supplement: Additional Questions to Common RFP has been revised, please see Addendum #2.

6. Part IV. Authority Supplement: Additional Questions to Common RFP, Question 3 was edited during the 2020 Underwriting RFP to the following (material to be deleted is in [ ], material that was added is underscored) “Discuss the future role, if any, of variable rate bonds or [derivative obligations] other financial products as financial tools for the Authority, including cost savings or improved management of overall Authority debt portfolio costs. [Include any recommendations regarding interest rate swaps, either fixed to floating and/or floating to fixed, that may be beneficial to the Authority]” based on the Thruway Authority’s response to Question 15 (“Does the Authority have a safe harbor in place to assist the Proposer in its response to the portions of Question 8 in Part III and Question 3 in Part IV which ask about derivative obligations and any recommendations regarding interest rate swaps?”) in the Responses to Written Questions and Exception to Terms and Conditions dated November 17, 2020. Please confirm whether this same edit should be made to Part IV. Authority Supplement: Additional Questions to Common RFP, Question 3

**RESPONSE:** RFP Section 3.1, Letter C – Proposal Requirements, Part IV - Thruway Authority Supplement: Additional Questions to Common RFP has been revised, please see Addendum #2.

## 7. Page 12-14 PART II - PERFORMANCE

**Question 2:** List your firm's or principal's combined experience as Senior Managing Underwriter and Co- Managing Underwriter for (i) toll revenue bonds, (ii) subordinate/junior debt issuances (iii) revenue bonds, (iv) NYS appropriation, Personal Income Tax Revenue Bonds, and Sales Tax Revenue Bonds, (v) highway and bridge transportation bonds or comparable transportation financing programs in other jurisdictions in the last three years. Provide the following information where applicable for each financing listed, grouped by role (Bookrunner, Senior Manager, Co-Manager, Selling Group or other). Information should be provided in tabular form in landscape format, grouped and presented by role in date order, in a separately labeled appendix to your proposal (this will not be counted against the page limit) as follows:

Part II, 2. do we list **any** revenue bond requested in subsection **iii**? for example, would a Virginia Housing Dev issue that we co-managed be included? Even if it was a competitive deal?

Also in Part II 2., the first sentence says to list our firm's experience as a **Sr Manager or Co-manager**, then in the last sentence it says to group the list by role (bookrunner, Senior manager, co-manager, **selling group**, or other). Do we list deals that we were in the Selling Group or just issues where we served as Sr Manager or Co-manager?

**RESPONSE:** This response applies to both questions in Question 2: List deals that best demonstrate the firm's performance capabilities.

8. On P.16 of the RFP, it states that we are to submit one copy of the Proposal (excluding the Fee Proposal). In reviewing the RFP, there does not appear to be a fee proposal page. Please clarify.

**RESPONSE:** Please see RFP Section 2.3 - Fee Proposal which references Supplement 8 – Pricing Workbook. Supplement 8 is not required to be submitted with your proposal. Please see Addendum #2 for language correction.

9. Both Attachment B and Supplement 7 are asked to be attached to the front of the proposal. Could you please clarify the order in which the forms should be attached?

**RESPONSE:** Please attach Supplement 7 then Attachment B.

10. Instruction #1 of the RFP Cover Page, which also serves as the Non-Collusive Bidding Certification (Supplement 7), instructs us to “attach this form to the front of your proposal.” However, Attachment B (Common Application Coversheet) also instructs us to “attach this form to the front of your proposal,” which is in line with the requirements of Attachment A (Checklist of Items to be Completed and Returned) and 6.18 – Standard Contract Clauses, Appendices, Exhibits and Supplements. Please confirm that Attachment B (Common Application Coversheet) should be attached to the front of the proposal and the RFP Cover Page, which also serves as Non-Collusive Bidding Certification (Supplement 7), should be submitted at the end of the proposal with the other required exhibits and supplements.

**RESPONSE:** See response to question #9

11. We would like to confirm whether we can leverage the prior working experience of our employees and consultants, gained before joining [ name retracted ], to meet the company's required experience for this RFP. Understanding this would help us present the most accurate and relevant qualifications in our proposal.

**RESPONSE:** RFP Section 4.3 - Evaluation/Criteria describes how the evaluation committee will evaluate each proposal.

12. We would appreciate further guidance on the following: Whether teaming arrangements or partnerships are allowed to fulfill the experience and scope requirements

**RESPONSE:** Joint ventures are permitted. Firms proposing under a joint venture should provide details on each firm's role and abilities within the joint venture for each scoring criteria.

13. We would appreciate further guidance on the following: If there are any specific requirements or restrictions regarding the documentation of prior experience.

**RESPONSE:** Please see Proposal Requirements Section 3.1, Letter C, Part II - Performance.

14. We would appreciate further guidance on the following: Any other relevant details or clarifications that would assist us in preparing a compliant and competitive submission?

**RESPONSE:** Please see RFP Section 3.1, Letter C, - Proposal Requirements.

15. Could the Authority provide the current Debt Service Reserve Fund balances?

**RESPONSE:** The Debt Service Reserve Fund balances are as follows:

Senior Debt Service Reserve - \$218,045,034 Cash/Investments and \$69,895,025 Surety

JIOS 2016A Debt Service Reserve - \$62,213,425 Cash/Investments and \$62,175,600 Surety

16. Part II, Question 4 of the RFP restricts firms from including professional retail orders and sales in our retail order examples. Given Thruway included professional retail designations on its most recent negotiated transaction (General Revenue Bonds, Series P), can professional retail orders be included and/or described in our response to this question?

**RESPONSE:** Yes, but please differentiate between professional retail and individual retail in the examples provided. Please see revisions to this restriction in Addendum #2.

17. Part 1 Q1-c: Can links be provided for the requested audited financial statements and FOCUS Report rather than hard copy?

**RESPONSE:** Yes

18. Part 1 Q2: following sub questions a-c, there are two different sub question references to letter "d" which are then followed by sub questions e-f. Shall the two "d" questions be presented together?

**RESPONSE:** This was a clerical error that has been corrected, please see Addendum #2.

19. Part 1 Q 3 & 7: though not stated, is it fair to assume the requested information to be included in an appendix is not to be considered toward the section page limits?

**RESPONSE:** Correct.

20. With regard to Part II, Question 2. Do references need to be provided for all senior and co managed transactions reported in the appendix?

**RESPONSE:** Yes, but as noted in the RFP, where applicable, references do not need to be duplicated in your listing, and only need to be provided once per issuer.

21. With regard to Part II, Question 3. The question reads "For any of the three financings reported above", however, we cannot determine what specifically the three financings are that you refer to. Are you asking that we choose three financings from the list? Please clarify.

**RESPONSE:** Yes, please select three financings from the list provided in Section 3.1, Letter C, Part II Performance, Paragraph 2.

**EXCEPTIONS TO TERMS AND CONDITIONS:**

1. The proposed indemnification provisions in Section 6.7.B are not standard in agreements entered into in connection with serving as an underwriter for an offering of municipal securities. The Proposer expects to enter into a mutually acceptable bond purchase agreement with the Authority for any series of bonds for which the Authority might request the Proposer to serve as an underwriter. The Proposer can only agree to any indemnification provisions that are negotiated in connection with any such bond purchase agreement

**RESPONSE:** RFP Section 6.7 – Liability Indemnification and Defense has been revised, please see Addendum #2.



**Thruway  
Authority**

**KATHY HOCHUL**  
Governor

**JOANNE M. MAHONEY**  
Chair

**FRANK G. HOARE, ESQ.**  
Executive Director

## NOTICE TO PROPOSERS

RFP#24C25 – Underwriting Services

02/28/2025

Dear Proposer:

Attached Addendum #1 for RFP #24C25.

Thank you for your interest in this project.

Sincerely,

*Robin Davis*

Robin Davis  
Contract Management Specialist 1



## **RFP #24C25 Underwriting Services**

02/28/2025

### **ADDENDUM NO. 1**

Notice is hereby given that the following Addendum No. 1 shall be made part of RFP #24C25 issued by the Authority on 02/10/2025 (the "RFP").

Each Proposer shall acknowledge receipt of this Addendum No. 1 in the cover letter submitted as part of their Proposal.

Addendum No. 1 consists of the following additions and changes to the RFP

**Change No. 1** – RFP "Section 1.2 – Key Dates" is hereby revised to read as follows. Material to be deleted is in ~~strike through~~, material to be added is underscored.

Provided below is a tentative schedule for the milestones in this RFP process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, all parties that have been furnished with this RFP will be duly notified.

<b><u>Event</u></b>	<b><u>Date</u></b>
RFP Issuance	<b><u>02/10/2025</u></b>
Deadline for submitting Written Questions and Exceptions to Terms and Conditions	<del>02/24/2025</del> <b><u>03/10/2025</u></b>
Issuance of Written Responses	<del>03/10/2025</del> <b><u>03/24/2025</u></b>
Proposal Due Date & Time	<del>03/24/2025</del> <b><u>04/07/2025 at 1:00 p.m.</u></b>

**Change No. 2** – The RFP Cover Page, which also serves as the Non-Collusive Bidding Certification, is hereby revised and is attached. NOTE: This form must be filled out, signed and submitted with your proposal.

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## REQUEST FOR PROPOSAL

ISSUE DATE: 02/10/2025

<b>RFP#:</b>	RFP #24C25 - Underwriting Services	<b>Inquiries to:</b>	Robin Davis Robin.Davis@thruway.ny.gov 518-471-4271
<b>Due Date &amp; Time of Proposal Submission:</b>	1:00 P.M., 03/24/2025 04/07/2025	<b>Date &amp; Time of Pre-proposal Meeting:</b>	N/A
<b>Contract Period:</b>	Three (3) years, with two 1-year renewals		

### INSTRUCTIONS

1. Attach this form to the front of your proposal.
2. Indicate whether or not your firm is registered with the NYS Department of Economic Development as a certified Minority and/or Women-Owned Business Enterprise (M/WBE) or with the NYS Office of General Services as a certified Service-Disabled Veteran-owned Business (SDVOB). **Circle one: Yes No**
3. Indicate whether or not your firm is proposing a joint venture. **Circle one: Yes No**
4. Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

Firm name		Federal Tax ID no.	
Street Address		City/State/Zip	
Area Code/Telephone (800 if available)	fax	E-mail	
Print Name		Title	
Signature		Date	

### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.



## REQUEST FOR PROPOSAL

ISSUE DATE: 02/10/2025

<b>RFP#:</b>	RFP #24C25 - Underwriting Services	<b>Inquiries to:</b>	Robin Davis Robin.Davis@thruway.ny.gov 518-471-4271
<b>Due Date &amp; Time of Proposal Submission:</b>	1:00 P.M., 03/24/2025	<b>Date &amp; Time of Pre-proposal Meeting:</b>	N/A
<b>Contract Period:</b>	Three (3) years, with two 1-year renewals		

### INSTRUCTIONS

1. Attach this form to the front of your proposal.
2. Indicate whether or not your firm is registered with the NYS Department of Economic Development as a certified Minority and/or Women-Owned Business Enterprise (M/WBE) or with the NYS Office of General Services as a certified Service-Disabled Veteran-owned Business (SDVOB). **Circle one: Yes No**
3. Indicate whether or not your firm is proposing a joint venture. **Circle one: Yes No**
4. Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

Firm name		Federal Tax ID no.
Street Address		City/State/Zip
Area Code/Telephone (800 if available)	fax	E-mail
Print Name		Title
Signature		Date

### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.



**Thruway  
Authority**

**KATHY HOCHUL**  
Governor

**JOANNE M. MAHONEY**  
Chair

**FRANK G. HOARE, ESQ.**  
Executive Director

# **Request for Proposal**

## **Underwriting Services**

**RFP No: RFP #24C25**  
**Request Issued: 02/10/2025**  
**Proposals Due: 03/24/2025**

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## **ARTICLE I - Background/Administrative Matters**

### **Section 1.1 - Background**

The Thruway Authority ("the Authority") is a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law for the purpose of financing, constructing, reconstructing, improving, developing, maintaining and operating a highway system known as the Governor Thomas E. Dewey Thruway. The powers of the Authority are vested in and exercised by a seven-member Board appointed by the Governor with the advice and consent of the State Senate.

The Thruway is a 570-mile superhighway system crossing the State. It is the longest toll superhighway system in the United States. The Thruway route from the New York City line to the Pennsylvania line at Ripley is 496 miles long and includes the 426-mile mainline connecting New York City and Buffalo, the State's two largest cities. Other Thruway sections make direct connections with the Connecticut and Massachusetts Turnpikes, New Jersey Garden State Parkway and other major expressways that lead to New England, Canada, the Midwest and the South. In 1991 the Cross-Westchester Expressway was added to the Thruway system. In all, the Thruway is comprised of 2843 lane miles of roadway, 817 bridges, over 300 buildings, 134 interchanges, 35 tandem areas, 27 service areas, 3 welcome centers, nearly 120 water service facilities, 3 water treatment plants, 16 wastewater treatment plants and 40 motor fueling stations for Authority vehicles and equipment. Operationally, the Authority is segmented into four regional divisions – New York, Albany, Syracuse and Buffalo – with the Administrative Headquarters located in Albany.

For the purposes of this Request for Proposals ("RFP"), the term "Authority" shall mean the New York State Thruway Authority.

The Authority's authorizing legislation provides for the ability to issue, from time to time, negotiable bonds and notes ("Senior Bonds") for any corporate purpose secured by tolls, revenues and other earned income of the Authority. The Authority has issued one or more series of General Revenue Bonds and Notes for the purpose of funding a portion of the Authority's Capital Program. These bonds are direct and general obligations of the Authority. The Authority anticipates additional General Revenue bond issuances during the term covered by this RFP.

The Authority has also issued Junior Indebtedness Obligations ("JIOs") as a junior credit subordinate to the General Revenue Bonds. JIOs bonds were issued solely for the purposes of funding a portion of the cost of the Authority's New NY Bridge Project ("NNYB Project"), a twin span replacement of the Tappan Zee Bridge (Governor Mario M. Cuomo Bridge). The first span of the Governor Mario M. Cuomo Bridge opened to traffic on August 25, 2017 and the second span opened to traffic on September 12, 2018. The Authority may issue JIOs during the term covered by this RFP.

The Authority will be considered an authorized issuer of State Personal Income Tax Revenue Bonds ("PIT Bonds") during the term covered by this RFP. The Authority is authorized to issue PIT Bonds to provide funding for authorized purposes (Enabling Act). The Authority may issue PIT Bonds during the term covered by this RFP.

The Authority will be considered an authorized issuer of Highway and Bridge Trust Fund Bonds ("Trust Fund Bonds") during the term covered by this RFP. Trust Fund Bonds have previously been issued to reimburse the State for expenditures made or to be made by the State Department of Transportation in conjunction with the State's multi-year highway and bridge capital program. These bonds are special obligations of the Authority, secured by a pledge of certain payments to the Authority from funds held in the Dedicated Highway and Bridge Trust Fund. The Authority does not expect to issue Trust Fund Bonds during the term covered by this RFP.

The Authority will be considered an authorized issuer of State Sales Tax Revenue Bonds ("Sales Tax Bonds"). The Authority has not issued any Sales Tax Bonds as of the date of this RFP. The Authority may issue Sales Tax Bonds during the term covered by this RFP.

## **Section 1.2 - Key Dates**

Provided below is a tentative schedule for the milestones in this RFP process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, all parties that have been furnished with this RFP will be duly notified.

<b><u>Event</u></b>	<b><u>Date</u></b>
RFP Issuance	<b><u>02/10/2025</u></b>
Deadline for submitting Written Questions and Exceptions to Terms and Conditions	02/24/2025
Issuance of Written Responses	03/10/2025
Proposal Due Date & Time	<b><u>03/24/2025 at 1:00 p.m.</u></b>

## **Section 1.3 – Permissible Contacts/Contact Person**

This procurement is subject to and shall be conducted in accordance with the Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (attached hereto as Exhibit 1). All questions concerning this RFP must be addressed to the persons listed below. Proposers and prospective Proposers may not approach any other Authority officer, employee, contractor or agent or any other State entity relative to this RFP (except as provided in Exhibit 1).

Robin Davis  
Contract Management Specialist 1  
New York State Thruway Authority  
200 Southern Boulevard  
Albany, New York 12209  
Robin.Davis@Thruway.ny.gov

Christiano DeSorrento  
Senior Investment Officer  
New York State Thruway Authority  
200 Southern Boulevard  
Albany, New York 12209

Danielle Adams  
Director, Office of Compliance  
New York State Thruway Authority  
200 Southern Boulevard  
Albany, New York 12209

In the event the contact persons listed above are not available, Proposers may direct their questions to Caitlin Cady at Caitlin.cady@thruway.ny.gov or Andrew Trombley at andrew.trombley@thruway.ny.gov.

## **Section 1.4 - Written Questions & Responses**

The Authority will provide official written responses to all written questions that are submitted to the Authority Contract Management Specialist named in Section 1.3 on or before the date set forth in Section 1.2 of this RFP. These official responses will be distributed to all parties that have been furnished with this RFP. Prospective Proposers should rely only on these official written responses. Questions submitted after the due date set forth in Section 1.2 of this RFP may not receive an official answer.

## **Section 1.5 - Exceptions to Terms and Conditions**

The selected Proposer will be required to enter into a contract ("Agreement") with the Authority that includes, but is not limited to, the terms and conditions set forth in Article V and Article VI of this RFP and Appendices A & D and attached hereto. If a Proposer objects to any such term or condition, the Proposer must state such objection in writing and submit such objection to the Authority Contract Management Specialist named in Section 1.3 hereof by the deadline for submission of written questions set forth in Section 1.2 herein. Such objections must be stated in detail and, if the Proposer is seeking alternative language for a particular term or condition, accompanied by the Proposer's requested alternative language. The Authority will address such objections in its official responses to questions and/or via addenda to this RFP.

### **Section 1.6 – RFP Errors or Omissions**

If a Proposer believes there is any ambiguity, conflict, discrepancy, omission or other error in this RFP, such Proposer should immediately notify the Authority Contract Management Specialist named in Section 1.3 of such error and request clarification of or modification to this document. Such notice shall be given prior to the final filing date for submission of proposals. Modifications to this RFP, when appropriate, will be made by addenda hereto and distributed to all parties who have been furnished with this RFP. Clarifications of this RFP, when appropriate, will be made by written notice to all parties who have been furnished with this RFP.

## **ARTICLE II – Services Requested**

### **Section 2.1 – Background**

Pursuant to this Request for Proposals ("RFP"), the Authority is seeking proposals from qualified firms, registered with the Financial Industry Regulatory Authority ("FINRA") or as applicable, chartered with the Office of the Comptroller of the Currency ("OCC") and the U.S. Securities and Exchange Commission ("SEC"), to serve as Senior Managing Underwriter and Co-Managing Underwriter in connection with the proposed future issuance of bonds and/or short-term notes (hereinafter "bonds") of the Authority. Firms who wish to serve only as a Selling Group Member are not required to provide proposals in response to the questions posed in this RFP but must be registered with FINRA and SEC and must provide registration numbers. The Authority may add additional firms as Selling Group Members to its list of underwriters at any time upon demonstration of satisfactory registration requirements, and any additional due diligence requirements as the Authority may determine or deem necessary at that time.

The successful firms, excluding Selling Group Members, will enter into a contract with the Authority to perform such services. The firms engaged as Senior Managing Underwriter, Co-Managing Underwriter or otherwise engaged to provide underwriting services in any other role as may be assigned, will not be permitted to serve as a Financial Advisor during the contract period on any Authority bond issues, pursuant to the SEC's Municipal Advisor Rule, Section 15B of the Exchange Act.

The Authority is accepting proposals from firms that wish to be considered for the roles of Senior Managing Underwriter and Co-Managing Underwriter. Qualified Firms may be used for Authority, State or other financing programs for which the Authority is an authorized issuer that may develop during the engagement period.

NOTE: Firms under contract with the Authority for financial advisory services may not be selected for Senior Managing Underwriter or Co-Managing Underwriter, nor can firms awarded a contract pursuant to this RFP respond to any solicitation for financial advisory services, or act as a Financial Advisor to the Authority.

### **NOTICE TO PROPOSERS:**

Pursuant to the SEC's Municipal Advisor Rule (amended Section 15B defining municipal advisors and requiring registration of municipal advisors, and providing exemptions for registration requirements), any person providing a response to a request for proposals ("RFP") is exempt from the definition of municipal advisor. Accordingly, the requirements of Rule 15B pertaining to municipal advisors, as defined therein, do not apply to the parties responding to this RFP for underwriting services.

Additionally, the Authority utilizes a pool of independent registered municipal advisors in the administration of its cash and debt management programs. The Authority is represented by and will rely on its municipal advisors to provide advice on proposals from financial services firms concerning the issuance of municipal securities and municipal financial products, including investment of bond proceeds and escrow investments, as such terms are defined in the SEC's Municipal Advisor Rule. Successful firms providing advice required or necessary under the Scope of Services included in this RFP, and any related contract, may rely on this statement, and/or if posted electronically to the Authority's website, an "Independent Registered Municipal Advisor ("IRMA") Disclosure Notice" for purposes of relying on the independent registered municipal advisor exemption to the SEC's Municipal Advisor Rule.

## **Section 2.2 – Scope of Services**

### **A. Overall Scope of Services**

The overall responsibilities of the Authority's Senior Managing Underwriter(s) shall include, and where required by regulation upon submission to the Authority's Financial Advisor:

1. Providing the most cost-effective pricing and marketing of the Authority's bonds at the lowest interest rates possible;
2. Identifying new strategies, initiatives and ideas which could be utilized by the Authority to further enhance the Authority's operation and the performance of the Authority's financings or bond programs, as well as its overall goals;
3. Identifying refunding opportunities for the Authority to reduce interest costs on its respective portfolios;
4. Pursuing ways for the Authority to improve the reduction of interest rate exposure as well as mitigate other risks commonly associated with swap strategies and continue to maximize interest rate savings; and
5. Providing such other related services as requested by the Authority from time to time.

### **B. Specific Scope of Services**

The successful firm(s) will:

1. As Senior Managing Underwriter, provide services including (except as otherwise provided):
  - a. Structure and size bond issues;
  - b. Prepare cash flows and individual transaction cash flows for the Authority's programs;
  - c. Prepare financing schedules and calendar of events;



- d. Prepare pricing memos discussing marketing conditions (including comparables) and preliminary pricing scales, syndicate rules, syndicate price views and marketing compensation;
  - e. Manage the underwriting process and provide advice on market timing and investor demand;
  - f. Conduct bond sale conference calls and coordinate information with the syndicate group;
  - g. Market and distribute bonds;
  - h. Commit capital as required in underwriting the Authority's bonds;
  - i. Provide post-closing analysis of debt issuances including pricing, orders, allotments, designations, etc.;
  - j. Provide support for the Authority's bonds in the secondary market;
  - k. Serve as remarketing agent and/or broker dealer and provide weekly/daily, or as mode requires, reset rates if the Authority issues variable rate bonds.
  - l. Undertake certain market-related analysis of various financial products as may be requested by the Authority;
  - m. Develop investor presentations and provide information to Ratings Agencies;
  - n. Coordinate information at meetings with institutional investors, credit analysts, financial advisors and other public presentations as requested by the Authority;
  - o. Participate in discussions with the Authority upon the occurrence of unexpected events, such as the dislocation of any applicable variable rate markets, the downgrade of the monoline insurance companies and the potential effect on the Authority's bonds or any other event with a potential effect on the Authority's bonds, and assist the Authority in developing strategic and tactical responses;
  - p. Provide responses, analyses or other information to satisfy inquiries of the Office of the State Comptroller and/or the New York State Division of the Budget; and
  - q. Other services as requested from time to time.
2. As Co-Managing Underwriter, provide services including (except as otherwise provided):
- a. Assist in marketing and distribution of bonds;
  - b. Commit capital as required in underwriting the Authority's bonds;
  - c. Provide support for the Authority's bonds in the secondary market; and

- d. Other services as requested from time to time.

## **Section 2.3 – Fee Proposal**

Firms will be required to provide pricing information to the Authority for each transaction for which they serve as Senior Managing Underwriter. The form of the report is attached as Supplement 8, Pricing Workbook, and must be received within 30 days of the bond issue closing.

## **ARTICLE III – Proposal Requirements**

### **Section 3.1 – Content of Proposal**

#### **A. Minimum Qualifications**

Proposals will only be considered from Underwriting firms that are capable of performing the services presented herein and meet the following criteria:

1. Proposers must be registered with FINRA and provide a registration number, or if applicable, chartered with the OCC and provide a charter number.
2. Proposers must be registered with the SEC and provide a registration number.

Failure to meet these minimum qualifications will result in automatic disqualification.

#### **B. General Information**

There are four parts that Proposers may respond to in this RFP. If your firm would like to serve as Senior Managing Underwriter for any of the Authority's financings, Part I, Part II, Part III and Part IV must be completed. The purpose of Parts III and IV is to provide a forum for Senior Managing Underwriter candidates to develop creative ideas regarding the issuance of bonds under the Authority's financing programs. If your firm would like to serve as only a Co-Managing Underwriter for any of the Authority's financings, only Part I and Part II need to be completed. If applying for the position of Selling Group member, complete the cover sheet only (front and back). Proposers should refer to Attachment A - Checklist of Items to Be Completed and Returned when preparing their proposal.

PLEASE NOTE: Firms applying for a Senior Managing Underwriter position will automatically be considered as applying for a Co-Managing Underwriter position. Firms must indicate whether they are applying for a Senior Managing Underwriter position, or a Co-Managing Underwriter position on Attachment B - Common Application Coversheet.

**A cover letter, which is an integral part of the proposal, must be signed by the individual or individuals authorized to bind the Proposer contractually. The letter must indicate for each signatory that the signer is so authorized and the title or position the signer holds in the Proposer's organization. The cover letter shall include the following:**

- 1) The Proposer's name, nature of organization (e.g. corporation, partnership, etc.), location of main office - address, telephone/fax numbers and e-mail address (if applicable) – and the name, business address, telephone/fax numbers and e-mail address (if applicable) of the person within the organization who will be the Authority's primary contact concerning the proposal.
- 2) A statement that the proposal is an irrevocable offer for 180 days from the date when proposals are due, or longer by mutual agreement.

- 3) A statement that the Proposer is ready, willing and able to provide the proposed services in a timely manner upon reasonable notice.
- 4) A statement indicating whether the Proposer wishes to be considered for a Senior Managing Underwriter position, Co-Managing Underwriter position, or both.
- 5) The identity of the key management and supervisory personnel who will be assigned to provide the services described to the Authority.
- 6) Either: A) A statement that if awarded the Agreement, the Proposer's provision of services to the Authority will not create any actual or potential conflict of interest or appearance of impropriety. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts.; or B) The identity of any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Proposer or former officers and employees of the Authority, in connection with rendering services enumerated in the RFP. If a conflict does or might exist, a description of how the Proposer would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Authority of, and resolve any such conflicts.
- 7) Either: A) A statement that neither the Proposer, nor any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission"); or B) A brief description of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission") with respect to the Proposer, any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, including an indication of how any matter before the Commission was resolved or whether it remains unresolved.

### **C. Proposal Requirements**

Complete the following Parts as appropriate pursuant to the instructions in Section 3.1.B. in this RFP. In your response, provide the information in the same order in which it is requested. Your proposal must contain sufficient information to assure the Authority of its accuracy. Complete all appendices as attached hereto. Submissions to Part I, Part II, Part III, and Part IV must adhere to the respective page limitations. The cover letter may not exceed 2 pages. If applying for the position of Selling Group member, complete the cover sheet only (front and back).

Responses should be within the page limits indicated by each Part of this RFP (any responses not within the limit may be disqualified or the proposers score may be negatively impacted), single spaced in 12-point type or larger on 8½" x 11" paper. A page is considered one side of a piece of paper containing any portion of a response to the proposal. Blank sides will not count towards a page limit. Proposals not meeting any of these requirements may be disqualified at the Authority's discretion.

To expedite the review of submissions, the Authority requests that the proposal be submitted in a binder with the material separated by tabs numbered/lettered to match the specific information requested below. Additional information, if necessary or required, should be submitted in a separate binder. No information beyond that specifically requested is required. Proposers should keep their submissions to the shortest length consistent with making a complete presentation, not to exceed the limitations set forth in each respective Part. The Authority reserves the right, in its discretion, to disqualify a proposal that does not include all of the information required.

## PART I – QUALIFICATIONS

***Please limit your response to 5 pages.***

1. Briefly describe your firm's qualifications to serve as either a Senior Managing Underwriter or a Co-Managing Underwriter for an Authority bond issuance. Your response should include:
  - a. brief description of your firm, its headquarters and its organizational structure including a list of business lines in which your firm engages in addition to public finance;
  - b. The ownership structure of the firm and, if applicable, your firm's long-term ratings for each of the last two years and a description of any events that may have caused any of the rating agencies to change their rating or outlook;
  - c. The firm's capital structure and leveraging practices, including total capital, equity capital, uncommitted excess net capital, underwriting capacity (capital figures and capacity to be provided in a table within your response) and your firm's most recent audited financial statements and FOCUS Report.
2. If your firm is seeking to be engaged as a Senior Managing Underwriter or Co-Managing Underwriter, discuss your firm's capital commitment to public finance. Your response should include:
  - a. A table showing amounts of Uncommitted Excess Net Capital, Allocation of Uncommitted Excess Net Capital to support public finance operations, short-term financing or credit to support public finance operations, and the average balance(s) available of such short-term financing or credit for each of the years 2022 and 2023 and for 2024 as of the last quarter reported.
  - b. A description of your firm's approach and/or policies for allocation of uncommitted excess net capital to public finance.
  - c. A description of the agreements for any short-term financing that may be used by your firm to support public finance underwriting, including credit lines. Please include limitations on funding availability such as transactional caps or limits (transaction amounts, issuer ratings), expiration dates, etc. Also, indicate any significant covenant of your firm that may impact availability (such as firm ratings, minimum capital or excess capital amounts, etc.)
  - d. A table listing the three largest positions your firm has taken down into inventory during the previous two years, and in a separate table listing the three largest positions for 2024, when your firm was senior manager on a transaction. Please include in your table the transaction date, total par amount of the issue, the total amount of unsold bonds, the type of bonds (Revenue, Tax supported, Appropriation, etc.), as well as the amount of bonds your firm took into inventory.
  - d. Please briefly discuss the transactions listed, describing the circumstances of the transaction and the willingness of your firm to use its capital to support the sale and distribution of those bonds. Include pricing and spread adjustments made before bonds were taken into inventory.
  - e. If desired, you may also provide additional examples of transactions and circumstances where your firm used its capital to support the sale and distribution of bonds during the previous two years.

- f. The dollar amount of bonds which your firm can underwrite at one time as of the date of your proposal. Indicate the amount based on your firm's capital and what amounts are from other sources of capital, by source.
  - g.
    - i) A description of how your firm's capital would be utilized to support the Authority generally and during a transaction. Provide a description of any approvals needed for specific levels of capital to support an Authority transaction and the timing of those approvals.
    - ii) A description of how your firm's capital is allocated for multiple transactions occurring at the same time, including competitive transactions, for which your firm is participating in. Describe the decision-making process and the priority of allocations during those transactions.
3. Discuss your firm's commitment to public finance. Have there been any changes in the firm's municipal finance department, or the municipal finance department's staffing or staffing policy in the past two years (2023 and 2024)? If so, please discuss these changes and how they may affect coverage of the Authority. Include the number of staff members assigned to investment banking, sales and trading during this period.
- a. Identify the principals and the key personnel who would be primarily responsible for the Authority investment banking and underwriting relationship. Please include resumes of all pertinent staff and describe how you would utilize your firm's human resources to serve the Authority. Please submit resumes in a separately labeled appendix to your proposal.
4. Discuss your firm's presence in New York State including any offices maintained in the State, the number of staff employed in the state and the number of staff covering the Authority who are employed in the state. Include in your discussion how your firm's current New York State footprint has changed in the last two years.
5. The Authority is committed to diversity and equal employment opportunities among its contractors, including underwriters. Describe your firm's affirmative action program and activities. Please include this information as an appendix to your response (not subject to the respective page limit) entitled "Affirmative Action Policies". Please provide the total number of employees in your public finance department and include the numbers and percentages of minorities and women employed as officers, associates and paraprofessionals. Please provide this same information with respect to the personnel covering the Authority's account. If your firm is an MWBE or SDVOB certified firm, please indicate so and provide the relevant documentation from DED or OGS, as applicable.
6. The Authority is committed to increasing the utilization of MWBE and SDVOB firms in underwriting its bond issues. Please share any ideas you may have for joint venture partnerships or other relationships with MWBE and SDVOB firms which would benefit the Authority.
7. Provide the Authority with a list and description of any legal proceedings pending or contemplated by government authorities or private parties in which your firm is a party or is expected to be a party. Indicate whether your firm has any knowledge of any active investigations or proceedings by the Securities and Exchange Commission or any other state or federal agency with regard to your public finance department or municipal trading department. Please submit this response in a separately labeled appendix to your proposal.

## **PART II – PERFORMANCE**

***Please limit your response to 3 pages.***

1. Indicate the total number of transactions by year, for the years 2022 through 2024, for which your firm's role was:

- a. Senior Managing Underwriter (bookrunner/lead), or lead or sole Senior Manager
  - b. Co-Manager
2. List your firm's or principal's combined experience as Senior Managing Underwriter and Co-Managing Underwriter for (i) toll revenue bonds, (ii) subordinate/junior debt issuances (iii) revenue bonds, (iv) NYS appropriation, Personal Income Tax Revenue Bonds, and Sales Tax Revenue Bonds, (v) highway and bridge transportation bonds or comparable transportation financing programs in other jurisdictions in the last three years. Provide the following information where applicable for each financing listed, grouped by role (Bookrunner, Senior Manager, Co-Manager, Selling Group or other). Information should be provided in tabular form in landscape format, grouped and presented by role in date order, in a separately labeled appendix to your proposal (this will not be counted against the page limit) as follows:
- a. Date of Issue
  - b. Name of Issuer
  - c. Par Amount of Issue
  - d. Series and Description of Issue
  - e. Method and type of Sale (negotiated or competitive, variable or fixed, new money or refunding) rating
  - f. Rating
  - g. Total Volume of Sales Compared to Orders Placed
  - h. Primary Investment Banker and Underwriter responsible for providing services throughout the engagement
  - i. Financial Advisor to Issuer, if applicable
  - j. SDC credit received for the transaction

In a separate page to the appendix, please provide Issuer Reference information for the issuers reported above for issuances from 2022 through 2024 (name of individual, telephone number). Where applicable, references do not need to be duplicated and only need to be provided once per issuer.

- 3. For any of the three financings reported above, describe any unique contribution your firm or principals made to the transaction and how the issuer benefited. Describe any innovations developed by your firm or principals or any special marketing efforts undertaken by the firm for such financings. Please limit your response to three examples.
- 4. Discuss the firm's bond distribution capabilities, both institutional and retail, in detail. Also, describe how your firm's bond distribution capabilities have served the Authority or similar credits for other issuers in the past three years.

Indicate your firm's abilities to support a transaction with traditional retail orders and sales. Provide a table of up to six examples of your firm's ability to generate traditional retail sales that positively

impacted a transaction and describe how the orders were generated and their impact on the transaction. Note: Do not include professional retail orders and sales in your examples.

Report and describe any significant increases or decreases in the number of employees devoted to institutional and retail distribution in the last three years or any planned increases or decreases in the near future. Describe how any of the changes noted would benefit the Authority.

### **PART III - INNOVATIONS**

***Please limit your response to 4 pages.***

#### General

1. Discuss any recommendations you have regarding how the Authority markets and sells its bonds. Can the marketing and selling process be improved? If so, how (use of the internet, social media, or other media for marketing purposes)?
2. Discuss the current role of traditional retail buyers in a debt issuance, and the significance, if any to Authority issuances. Explain how the Authority should consider its marketing efforts towards traditional retail buyers.
3. Discuss the role professional retail currently plays in a pricing and discuss the different strategies for managing professional retail demand and orders during a pricing and the impacts of those strategies on a transaction.
4. Discuss strategies for expanding institutional distribution of the Authority's bonds. Recommend specific marketing approaches to institutional buyers the Authority should employ in the short and long term to help distinguish its bonds from other issuers, and to generate better pricing during a transaction.
5. Discuss how the Authority can limit financing costs in its transactions.
6. Market volatility, liquidity and credit concerns can make it difficult for many issuers to access the market. Discuss measures the Authority may take to reduce market access risk to ensure the continuous availability of funds for its programs or for short term liquidity needs.

#### State Bond Program

7. The Authority is an authorized issuer of State Personal Income Tax Revenue Bonds, State Sales Tax Revenue Bonds and Dedicated Highway and Bridge Trust Fund Bonds (together, the Authority's "State Bond Program"). Discuss any innovations, ideas or strategies with these programs that may benefit the State.
8. Discuss the future role, if any, of variable rate bonds or derivative obligations as financial tools for the State Bond Program, including cost savings or improved management of overall State Bond Program costs. Include any recommendations regarding interest rate swaps, either fixed to floating and/or floating to fixed, for the State Bond Program.

### **PART IV – THRUWAY AUTHORITY SUPPLEMENT: ADDITIONAL QUESTIONS TO COMMON RFP**

***Please limit your response to 5 pages.***

1. Discuss any ideas or strategies that you have regarding the Authority's General Revenue Bond and Junior Indebtedness Obligation programs that would reduce the Authority's cost of capital or increase funding for the Authority's Capital Program.
2. Provide additional details of your firm's decision making and approval process regarding capital commitment when your firm is a Senior Managing Underwriter or Co-Managing Underwriter on a transaction. Also, provide a description of how your firm's capital is allocated for multiple transactions occurring at the same time, including competitive transactions, for which your firm is participating in. Describe the decision-making process and the priority of allocations during those transactions, including what factors are considered in that process, what steps are taken to ensure capital is committed to each deal, and how that is communicated to each issuer during the transaction.
3. Discuss the future role, if any, of variable rate bonds or derivative obligations as financial tools for the Authority, including cost savings or improved management of overall Authority debt portfolio costs. Include any recommendations regarding interest rate swaps, either fixed to floating and/or floating to fixed, that may be beneficial to the Authority.
4. Describe the efforts and accomplishments of your firm in providing liquidity, market access support or other support needed to obtain short-term funding to meet the liquidity needs of municipalities, including the Authority.
5. The Authority is promoting the use of MWBE and SDVOB firms in its transactions with the goal of aiding in the development of such firms' experience, qualifications and credit as underwriters. Describe your firm's approach to MWBE and SDVOB participation in a transaction. Include your thoughts on joint ventures or other partnerships with an MWBE firm or SDVOB firm, or both, in a transaction. Provide your thoughts for a best strategy for inclusion of MWBE and SDVOB firms in a transaction if you were the senior managing bookrunner.
6. Describe any additional factors which you believe are important in considering the inclusion of your firm as a syndicate member (Senior Managing or Co-Managing Underwriter) in future Authority transactions.

#### **D. Engagement Standards; Rights of the Authority**

*Underwriting Partnerships* - At the direction of the Authority, the firm must be willing to partner with/assign certain duties to other firms, during a financing or other related assignment.

*Financial Information* - As a condition of this engagement, each firm may be required to update financial information prior to each appointment to senior manage or co-manage a transaction. All firms under contract will also be required to notify the Authority when a significant change or impairment of financial position has occurred.

*Syndicate Structures* - The Authority reserves the right to review performance and reassign underwriters to new roles at any time during the engagement. The Authority may also replace firms that are no longer able to perform their required scope of services due to dissolution, business shift, regulation or other reasons ("vacancies") at its sole discretion. Please note that any Senior Managing Underwriter vacancies occurring over the course of the contract term will only be filled by firms who have responded to this RFP and were evaluated for a position as a Senior Managing Underwriter, at the Authority's discretion. Firms applying to serve and be evaluated solely as a Co-Managing Underwriter will only be considered for Co-Managing Underwriter vacancies occurring during the engagement at the Authority's discretion.



*Reports to the Authority* – Firms will be required to provide pricing information to the Authority for each transaction for which they serve as Senior Managing Underwriter. The form of the report is attached as Supplement 8, Pricing Workbook, and must be received within 30 days of the bond issue closing.

### **Section 3.2 – Submission of Proposal**

A Proposer must submit one (1) signed in ink original (marked **ORIGINAL**) copy and 5 additional hard copies of its Proposal to the Contract Management Specialist, identified in Section 1.3 hereof, on or before the due date for Proposals set forth in Section 1.2 of this RFP. In addition, Proposers must submit one (1) copy of the Proposal (excluding the Fee Proposal) on a flash drive in a PDF format. All boxes, packages, and envelopes containing proposals should be clearly marked as follows: Proposer's name and "Response to Request for Proposal for Underwriting Services (#24C25)."

In the event of a discrepancy between the hard copy and any electronic version, the hard copy shall prevail.

The Authority is not obligated to accept any proposal received after the proposal due date. A Proposer may withdraw or modify a proposal any time prior to the proposal due date by sending written notification to the Authority Contract Management Specialist named in Section 1.3. A Proposer may thereafter re-submit a previously withdrawn proposal if done so by the proposal due date.

The Authority shall not be liable for any costs incurred by a Proposer in the preparation of a proposal. By submitting a proposal, a Proposer accepts that it will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the services requested or because of any lack of information.

All proposals submitted in response to this RFP shall become the property of the Authority. A Proposer should mark those sections of its proposal that it believes contain proprietary information. The Authority reserves the right to make its own, independent determination as to whether material so marked is proprietary; the Authority will give proprietary treatment only to that material which it has determined to be proprietary. Further, the Authority's response to third party requests for information contained in a proposal shall be governed by New York State Public Officers Law Articles 6 and 6-A, as applicable. The return of proposals not selected for award shall be in the sole discretion of the Authority.

The Authority will not accept proposals by telegraph, fax or electronic means.

## **ARTICLE IV – Evaluation of Proposals**

### **Section 4.1 – Overview**

An Evaluation Committee comprised of Authority staff will review and evaluate each of the properly submitted written proposals. The purpose of the evaluation process, which will be conducted as set forth in this Article, is twofold: (1) to examine the responses for compliance with this RFP; and (2) to identify the proposals that will provide the best value to the Authority pursuant to the criteria set forth in Section 4.3. The evaluation process may also include, in the Authority's sole discretion, reference checks, any internal knowledge that the Authority may have for past performance under similar or other contracts with the Authority, oral presentations, facility inspections and/or interviews with selected Proposers.

### **Section 4.2 – Preliminary Review**

- A. Each proposal will be date and time stamped when received.

- B. All proposals will be reviewed to determine if they contain all of the required elements specified in this RFP. The Authority reserves the right to, in its discretion, disqualify without further evaluation a proposal that does not meet all of the RFP requirements.

### **Section 4.3 – Evaluation/Criteria**

The Evaluation Committee will evaluate each proposal using the criteria for selection set forth below, not necessarily in priority order:

- A. Underwriter's Capitalization.
- B. Knowledge and technical expertise of personnel pledged.
- C. Underwriting firm's experience.
- D. Underwriting firm's ability to sell Authority bond issues.
- E. Ability of the underwriting firm and personnel pledged to structure Authority bond issues (only for firms applying for Senior Managing Underwriter positions).
- F. Proposer's status as a NYS certified MWBE as defined in New York State Executive Law § 310 or SDVOB as defined in Veterans' Services Law Article 3\*\*

\*\* In order to be awarded credit pursuant to this factor, the respondent must (1) identify itself as an MWBE or SDVOB in its response and (2) be registered with the NYS Department of State as an entity authorized to conduct business in New York State. Respondents identifying themselves as MWBEs must be listed in the directory of New York State certified MWBEs ("MWBE Directory") as of the closing of the period for responses to this RFP. The MWBE Directory is available at: <https://ny.newnycontracts.com/>. Respondents identifying themselves as SDVOBs must be listed in the directory of New York State-certified SDVOBs ("SDVOB Directory") as of the closing of the period for responses to this RFP. The SDVOB Directory is available <http://www.ogs.ny.gov/Core/SDVOBA.asp>.

Criterion F will be evaluated by Authority personnel who are non-members of the Evaluation Committee.

### **Section 4.4 – Oral Presentations/Interviews/Facility Inspections**

The Authority reserves the right to require some or all Proposers to give oral presentations regarding their proposals or to appear before the Authority for an interview. The Authority also reserves the right to require a facility inspection at a Proposer's location. The Authority shall not be liable for any costs a Proposer incurs in association with such presentations/interviews/inspections.

The purpose of the oral presentation/interview/facility inspection is to give the Authority an opportunity to pose any questions that may have arisen during the review process and to give the Proposer an opportunity to elaborate on how specific services will be furnished and its ability to deliver those services. In the event the Authority decides to implement this stage of the evaluation process, further information will be provided to affected Proposers.

### **Section 4.5 – Selection of Proposer(s)**

The Authority, as best suits its interests, may at any time enter into contract negotiations with more than one Proposer. The Authority will notify those Proposer(s) so selected for contract negotiations.

The Authority will provide all Proposers with a Notice of Tentative Contract Award which indicates the successful Proposer(s) to which the Authority intends to award a Contract. An unsuccessful Proposer may request a debriefing with Authority staff to discuss the reasons that its proposal was not selected for an

award. Such request for a debriefing must be submitted electronically via email to the Contract Management Specialist named in Section 1.3 and must be made within 15 calendar days from the date of the Notice of Tentative Contract Award.

The Authority shall not be bound in any way to a Proposer until a formal written Agreement has been executed by the Authority's Executive Director. Upon execution of the Agreement, public announcements or news releases pertaining to the Agreement shall not be made without the Authority's prior written consent. Proposers are hereby on notice that generally the Authority will not grant permission for public announcements or news releases and will limit the use of the Authority's name by a Contractor to references only.

Upon execution of the contract and selection to an underwriting pool, public announcements or news releases pertaining to the selection shall not be made without the Authority's prior written consent. Proposers are hereby on notice that generally the Authority will not grant permission for public announcements or news releases and will limit the use of the Authority's name by an underwriter to references only.

#### **Section 4.6 – Additional Procurement Rights**

By submission of a proposal, the Proposer acknowledges and agrees that the Authority reserves the right to:

1. Accept or reject any or all proposals received in response to this RFP or withdraw any tentative awards made as a result of this Solicitation.
2. At any time, amend RFP specifications to correct errors or oversights, and to supply additional information as it becomes available. All bidders should monitor the NYS Contract Reporter and/or the Authority website for any amendments, clarifications or additional information issued, if applicable.
3. Change any of the scheduled dates stated herein as noted above in section 1.2.
4. Disqualify proposals that fail to meet mandatory requirements.
5. Request any non-mandatory documents from Proposer.
6. Amend, modify, or withdraw this solicitation at any time and without notice or liability to any Proposer or other parties for expenses incurred in preparations of a proposal.
7. Make an award under the RFP in whole, or in part, to one Proposer or multiple Proposers.
8. Use information obtained through site visits, management interviews and the Authority's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the Authority's request for clarifying information in the course of evaluation and/or selection under this RFP.
9. Prior to the opening of the RFP, direct bidders to submit modifications to proposals based on RFP amendments.
10. Clarify RFP requests/components at any time in the best interest of the Authority.
11. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
12. Waive any requirements that are not material.

13. Reject any proposal where the Authority finds that the Proposer is non-responsible under State Finance Law §§ 139-j or 139-k or another State agency or authority has found the Proposer non-responsible under State Finance Law §§ 139-j or 139-k within the prior four (4) years.
14. Require clarification at any time during the procurement process and/or require correction of any arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the RFP.
15. Waive informalities and excuse minor irregularities contained in proposal submissions. This waiver shall in no way modify the RFP or excuse a Proposer that enters into an Agreement with the Authority from full compliance with the RFP.
16. Request that Proposers clarify elements in their proposals and submit revised proposals that incorporate such clarifications, if necessary.
17. Negotiate Agreement terms with the Proposer(s) that best serve the interests of the Authority, consistent with RFP requirements, statutory requirements, and Authority policies and procedures.
18. Conduct contract negotiations with the next responsible bidder, should the Authority be unsuccessful in negotiating with the selected Proposer(s)/tentative awardee(s).
19. Request Best and Final Offers (BAFOs) from all Proposers that are determined to be eligible for Contract award.
20. Utilize any and all ideas submitted in the proposals received.
21. Unless otherwise specified in the solicitation, every offer is firm and irrevocable for a period of 180 days from the bid opening.
22. Contact any clients on the Proposer's client list and/or references furnished as part of the proposal, with the understanding that the Authority will keep such contacts confidential.
23. Utilize any internal knowledge about the Proposer obtained from prior performance under Authority contracts.

#### **Section 4.7 - Grievance Policy**

As indicated in Section 1.3, all questions or concerns regarding this RFP must be directed to the Authority Contract Management Specialist named in Section 1.3. If a Proposer believes that a question or concern has not been satisfactorily addressed, Proposer may obtain a copy of the Authority's Vendor Protest Procedure at <http://www.thruway.ny.gov/business/purchasing/vendor-protest.html> or by contacting the Chief Procurement Officer at P.O. Box 189, Albany, New York 12201-0189, Attn: Vendor Protest.

### **ARTICLE V – Compliance Requirements and Procedures**

#### **Section 5.1 – Compliance Requirements and Procedures**

It is the policy of the Authority to comply with the provisions of Article 15-A of the New York State Executive Law, which requires that every contract over \$25,000 will afford equality of economic opportunities for

minority group members and women, the facilitation of participation by Minority and Women-Owned Business Enterprises ("MWBEs"). The Authority shall establish separate goals for participation of MWBEs on all Authority contracts where applicable.

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Business Enterprises ("SDVOBs"); thereby further integrating such businesses into New York State's economy. The Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Authority contracts.

The Authority is further, committed to providing equal training and employment opportunities to minorities and women to participate in the Authority's contracting and procurement processes, and by ensuring nondiscrimination in accordance with Appendix A-Standard Clauses for New York State Thruway Authority Contracts including Clause 4 – Non-Discrimination Requirements, Clause 11 - Equal Employment Opportunities for Minorities and Women, Executive Order 177, Training Special Provisions and/or all applicable, federal, State, laws, rules, regulations and Executive Orders.

#### General Provisions

- a. Contractor and/or all subcontractors, shall comply with the applicable laws, rules, regulations and provisions governed by the contract, in addition to any nondiscrimination or diversity practices and provision of the contract at no additional cost to Authority.
- b. These provisions and requirements shall be included in all subcontracting contracts so that these requirements and provisions shall be binding upon all subcontractors, performing work under or in fulfillment of the Agreement
- c. The Contractor represents and warrants that, as a condition for award, the Contractor will submit a Utilization Plan via the NYS Contract System (NYSCS) if required by Authority, within 10 business days of the notice of tentative contract award which lists all proposed firms the Contractor intends to utilize on this contract to achieve the MWBE/SDVOB Contract Goals as established in the contract documents. The Authority approval of the Utilization Plan only approves a firm for the purpose of the MWBE/SDVOB Utilization Plan.

#### **Section 5.2 – Participation Opportunities For New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises**

In accordance with Article 15-A of the New York State Executive Law and Article 3 of the Veterans' Service Law, the Authority is committed to providing meaningful participation in public procurement by certified Minority and Women-Owned Business Enterprises ("MWBEs") and certified Service-Disabled Veteran-Owned Business Enterprises ("SDVOBs"), thereby further integrating such businesses into New York State's economy.

The Authority recognizes the need to promote participation and inclusion of Minority and Women-Owned Business Enterprises and Service-Disabled Veteran-Owned Business Enterprises and to ensure that certified MWBEs and SDVOBs have opportunities for maximum feasible participation in the performance of Authority 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, Contractors are strongly encouraged and expected to consider certified 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.

For the purposes of this procurement, the Authority has determined that this solicitation does not meet the requirements for the establishment of participation goals or provide for MWBE and SDVOB subcontracting opportunities for participation as subcontractors, service providers, and suppliers to Contractor.

Nevertheless, MWBEs and SDVOBs are strongly encouraged to submit Proposals for this procurement. The successful Contractor is encouraged to make every good faith effort to promote and assist in facilitating the participation of Minority/Women-Owned and Service-Disabled Veteran-Owned Business Enterprises on the contract for the provision of services and materials by searching the respective websites or visiting:

The directory of New York State Certified MWBEs at: <https://ny.newnycontracts.com>.

The directory of New York State Certified SDVOBs at: <https://ogs.ny.gov/veterans/>

Contractors are encouraged to contact the Authority's Compliance Unit at [compliance@thruway.ny.gov](mailto:compliance@thruway.ny.gov).

### **Section 5.3 - Equal Employment Opportunity And Removal Of Institutional Policies or Practices That Fail To Address The Harassment And Discrimination Of Individuals**

Contractor agrees to comply with all Compliance Requirements and Procedures, in accordance with the terms and conditions of Appendix A – Standard Clauses for New York State Thruway Authority Contracts including Clause 4 – Non-Discrimination Requirements and Clause 11 - Equal Employment Opportunities for Minorities and Women.

Equal Employment Opportunities for minority group members and women ("EEO") and related 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.

In the performance of this procurement/contract, Contractor shall demonstrate compliance which the Work Force Diversity Requirements and Procedures Regarding Equal Employment Opportunities for Minority Group Members and Women, pursuant to 5 NYCRR § 143, Executive Order 162, Executive Order 177, and all other applicable federal, state and local laws, rules and regulations.

Contractor will be required to submit its written policies and procedures concerning harassment and discrimination to the Authority's Compliance Unit prior to commencement of work under this Agreement.

During the performance of this contract, Contractor agrees to comply with the Equal Employment Opportunity (EEO) requirements specified herein.

"Minority" includes:

- (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (ii) Hispanic (a person of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race;
- (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, the Indian Subcontinent, or the Pacific Islands); and
- (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification. Identification may be made by any suitable authority in the community such as an educational institution, religious organization, or a state agency).

#### **a. Non-Discrimination Clause**

Contractor will ensure equal employment opportunity by not discriminating against any applicant for employment because of race, color, religion, sex, national origin, age, disability, or marital status, regarding, (among other things) the following: upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

b. Availability of Contractor's Records

Contractor will furnish all information and reports as may be required by the Authority or by laws, rules, regulations and executive orders incorporated herein by the Authority and will permit access to its books, records and accounts by the Authority's Compliance Unit for purposes of monitoring and investigating compliance with these requirements and such rules, regulations, orders, procedures and guidelines.

c. Enforcement

In order to determine whether the Contractor has complied with the requirements, the Authority may proceed by order to show cause, compliance conference, hearing or any other lawful procedure upon due notice in writing to the Contractor. In the event the Authority finds that the Contractor has failed to comply with these requirements, this contract may be canceled, terminated, or suspended in whole or in part and/or Liquidated Damages may be imposed in accordance with the procedures authorized in Section 312 of Executive Law 15-A, provisions of the Agreement, relevant laws and rules and regulations as deemed appropriate by the Authority, at no cost or liability to the Authority.

In accordance with New York State Executive Order No. 177 entitled "Prohibiting State Contracts with Entities that Support Discrimination", provisions of the Agreement, Contractor may be declared ineligible for further New York State government contract and such other sanctions may be imposed and remedies invoked as deemed appropriate by the Authority or as otherwise provided by laws, rules, regulations, and executive orders.

d. Contractor's Responsibility Regarding Collective Bargaining Agreements

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these requirements, any statute, rules, regulations, procedures, guidelines and executive orders promulgated or established pursuant to Executive Order 177.

e. Applicability To Subcontract

As per Section 312 of Executive Law 15-A Contractor will physically include and incorporate this Section 5.3, into every subcontract or purchase order unless exempted by rules, regulations, or orders of the Director, pursuant to the Executive Order 8, and such requirements shall be binding upon each subcontractor, service provider, or vendor. Contractor will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of any provision or direction issued pursuant to these requirements or by the Authority, Contractor may request the Authority to enter into such litigation or dispute to protect the interests of the Authority.

f. Equal Employment Opportunity Officer

Contractor will designate and make known to the Compliance Unit the employee or agent of the Contractor who will have the responsibility for and must be capable of effectively administering and

promoting an active program of equal employment opportunity. Such individual(s) shall be provided adequate authority and responsibility to do so.

g. Complaints of Alleged Discrimination/Sexual Harassment

Contractor will promptly investigate all complaints of alleged discrimination/sexual harassment made to Contractor in connection with its obligations under the Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination/sexual harassment may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, Contractor will inform every complainant of all of his or her avenues of appeal, including the New York State Division of Human Rights and Equal Employment Opportunity Commission.

Contractor shall inform the Compliance Unit (within 24 hours) in writing of any formal or informal, complaint, incident or any issue of discrimination/sexual harassment. Results of investigation must be submitted to the Office of Compliance within ten (10) days of the complaint unless an extension is provided by the Office of Compliance.

h. Required Records

Pursuant to New York State Executive Order 162, if awarded a contract, Contractor shall submit, to the Authority, a Quarterly Workforce Utilization /Gross Wages Reports for their firm and all of their Subcontractors.

The (Quarterly) EO 162 Workforce Utilization/Gross Wages Reporting is located on the Authority website at: <http://www.thruway.ny.gov/business/purchasing/index.html> or online via the NYS Contract System "Workforce Audit".

Questions regarding compliance with Workforce Utilization/Gross Wages Reporting should be directed to the Authority's Compliance Unit at [compliance@thruway.ny.gov](mailto:compliance@thruway.ny.gov).

i. Nondiscrimination

Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. 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, gender identity or gender expression, 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.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and who are pregnant or have 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.

## **ARTICLE VI – Contract Terms and Conditions**

Selected Proposer(s) will be required to enter into an Agreement with the Authority that includes, but is not limited to, the terms set forth in Article V and this Article VI. No material deviations from these terms will be allowed. Any exceptions to these terms must be submitted as written exceptions pursuant to Section 1.5 of this RFP.



## **Section 6.1 - Contract Term**

The term shall commence upon approval by the Authority's Executive Director and shall terminate 3 years after commencement. The Authority, in its sole discretion, may exercise an option to renew the contract for a one-year term. Subject to the consent of the Authority's Executive Director, an additional one-year renewal may also be exercised, if necessary. A contract, or its extension, does not guarantee any transactions with the Authority.

## **Section 6.2 – Independent Contractor**

Contractor is and shall be, in all respects, an independent contractor in performing services pursuant to the Agreement. In accordance with its status as an independent contractor, Contractor shall covenant and agree that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority, and that neither Contractor nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

## **Section 6.3 – Personnel, Equipment and Supplies**

Contractor shall provide all resources, personnel, equipment and supplies necessary to perform services pursuant to the Agreement. If in order to provide such services Contractor must make an external connection to the Authority's data communications infrastructure and/or access Authority information systems, Contractor shall in all respects comply with all Authority policies, procedures, and requirements regarding such connections and information systems access, including, but not limited to, Appendix D – Network Connection Requirements, attached hereto, and undertake whatever actions are necessary in the discretion of the Authority to ensure such compliance. Contractor shall be responsible for all costs associated with ensuring that its own network security measures comply with all Authority policies, procedures, and requirements regarding external connections.

## **Section 6.4 – Subcontracting**

Contractor agrees not to subcontract any of its services without the prior written approval of the Authority. Any request for subcontracting should be clearly indicated in the Contractor's proposal/bid. Contractor may arrange for a portion/s of its responsibilities under this Agreement to be subcontracted to qualified, responsible subcontractors, subject to approval of the Authority. If Contractor determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Agreement must be fully explained by Contractor to the Authority. As part of this explanation, the subcontractor must submit to the Authority a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required to be completed by Contractor prior to execution of this Agreement.

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

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

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

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

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

#### **Section 6.5 – Intentionally Omitted**

#### **Section 6.6 – Intentionally Omitted**

#### **Section 6.7 – Liability, Indemnification and Defense**

##### **A. Liability**

Contractor shall be responsible for the acts and omissions of its agents, employees, and subcontractors, and any other persons furnishing products and services on its behalf under the Agreement.

##### **B. Indemnification and Defense**

- (1) To the fullest extent permitted by law, Contractor shall indemnify and save harmless, without limitation, the Authority and the State of New York (the "State"), and their respective officers, directors, board members, agents, employees, successors, and assigns ("Authority Indemnitees" and "State Indemnitees," respectively, and, collectively, "Collective Indemnitees") as their interests may appear, from any and all claims, suits, actions, damages, liabilities, fines, forfeitures, demands, losses, judgments, and costs of every kind and nature, and every name and description, arising from the products and services provided, or to be provided, under the Agreement ("Claims"). Such defense and indemnity shall not be limited to the insurance coverage herein prescribed.
- (2) Contractor shall, at its own expense, defend the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees, the State Indemnitees, or the Collective Indemnitees. This obligation to defend shall include all attorneys' fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The Authority shall give Contractor: (a) prompt written notice of any action, claim, or suit for which Contractor is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim, or suit at Contractor's sole expense; and (c) assistance in the defense of any such action, claim, or suit at the expense of Contractor. Notwithstanding the foregoing, if Contractor defends the Authority Indemnitees, the State Indemnitees or the Collective Indemnitees, the Authority and the State each reserve their respective right to join and/or participate in such action at their own expense.
- (3) The Authority may retain and set-off from any amount due to Contractor such monies as may be necessary to satisfy any Claim recovered against the Authority Indemnitees or the Collective Indemnitees. Neither Contractor's obligations nor the Authority's rights under this Section 6.7 shall be deemed waived by the Authority's failure to retain the whole or part of

any monies due Contractor, or by the failure to resolve any such Claims, prior to the release of such monies. Further, neither Contractor's obligations under this Section 6.7 nor the rights of the Authority Indemnitees or the State Indemnitees shall be limited or discharged by the enumeration in the Agreement, or procurement, of any insurance in any amount.

- (4) Contractor's indemnification and defense obligations under this Section 6.7 shall include any and all Claims that may arise from any products and services provided, or to be provided, under the Agreement by Contractor's agents, employees, and subcontractors, and by any other party furnishing products and services under the Agreement.

### **C. Survival**

The provisions of this Section 6.7 shall survive the expiration or termination of the Agreement.

## **Section 6.8 – Ethics**

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

During the term of the Agreement, Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under the Agreement in violation of: the provisions of the Public Officers Law ("POL"); the rules, regulations, opinions, guidelines, or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government or its predecessors ("COELIG Regulations"); and any other laws applicable to the service of current or former Authority or New York State employees ("Other Laws," and, together with POL and COELIG Regulations, collectively, the "Ethics Provisions"). Contractor certifies that all of its employees and employees of any subcontractor who are former employees of the Authority or New York State and who are assigned to perform services under the Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of the Agreement, no person who is employed by Contractor or its subcontractors and who is disqualified from providing services under the Agreement pursuant to any Ethics Provisions may share in any net revenues Contractor or its subcontractors derives from the Agreement.

Contractor shall identify and provide the Authority with notice of those employees of Contractor or its subcontractors who are former employees of the Authority or New York State and who will be assigned to perform services under the Agreement and shall ensure that such employees comply with all applicable laws and prohibitions. The Authority may, request that Contractor provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from the New York State Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the Commission on Ethics and Lobbying in Government. The Authority shall have the right to withdraw or withhold approval of any subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The Authority shall have the right to cancel or terminate the Agreement at any time if any work performed under the Agreement is in conflict with any Ethics Provisions.

## **Section 6.9 – Confidentiality and Non-Disclosure**

- A. "Confidential Information" means any information not generally known to the public, or that the Authority claims is confidential, whether oral, written, or electronic, that the Authority discloses,

directly or indirectly, through any means of communication, to Contractor. Confidential Information includes, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data; financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential.

- B. Confidential Information does not include information which, at the time of the Authority's disclosure to Contractor: (1) is already in the public domain or becomes publicly known through no act of Contractor; or (2) is already known by Contractor free of any confidentiality obligations.

If Contractor wants to disclose Confidential Information, it shall notify the Authority and specify the Confidential Information it wants to disclose. Contractor may only disclose such Confidential Information if the Authority approves such disclosure in writing, subject to such other terms and conditions as the Authority may require. Such approval, if given, shall only apply to the particular request and the specific Confidential Information for which it is given.

If Contractor is required to disclose or make available, directly or indirectly, Confidential Information pursuant to statute, court or administrative order, subpoena, contractual obligation, or otherwise by law, Contractor shall: (1) notify the Authority that it has received such legal demand as soon as practicable, but in all events prior to any disclosure; (2) permit the Authority to take the steps it deems necessary and appropriate to protect the Confidential Information from disclosure; (3) cooperate to the fullest extent possible under the law with the Authority's efforts to protect the Confidential Information from disclosure; and (4) disclose only such Confidential Information, and only such portions thereof, as is required to satisfy the legal demand, and limit any such disclosure of Confidential Information to the fullest extent permissible under the law.

- C. Contractor may use Confidential Information solely for the purposes of providing services to the Authority pursuant to the Agreement. Contractor may make copies of Confidential Information but only to the extent necessary for the disclosures and uses permitted by the Agreement. Contractor will make commercially reasonable efforts to ensure that any copy of Confidential Information that is made is marked to show that it is or contains Confidential Information. Contractor may share Confidential Information with third parties: (i) that are required for Contractor's provision of services to the Authority pursuant to the Agreement (e.g., consultants and subcontractors); and (ii) that agree in writing to be bound by the confidentiality provisions of the Agreement; however, Contractor may share only that Confidential Information that is necessary to the third party's contribution to Contractor's provision of services to the Authority pursuant to the Agreement and Contractor must first obtain the Authority's prior written consent.

The Authority's disclosure of Confidential Information to Contractor shall not convey to Contractor any right, title, or interest in or to such Confidential Information, and the Agreement does not transfer ownership of Confidential Information or grant a license thereto. The Authority shall retain all right, title, and interest in and to all such Confidential Information at all times.

- D. Contractor shall hold Confidential Information confidential to the maximum extent permitted by law. Contractor shall safeguard Confidential Information with at least the same level of care and security that Contractor uses to maintain and protect from disclosure its own confidential information, using all reasonable and necessary security measures, devices, and procedures that Contractor uses to maintain its own confidential information, but in all events with not less than reasonable care.

Contractor shall take all reasonable steps to prevent unauthorized access to, use of, or

disclosure of Confidential Information, including without limitation, by protecting its passwords and other log-in information. Contractor shall notify the Authority immediately of any known or suspected misuse or misappropriation of Confidential Information and shall use its best efforts to stop said misuse or misappropriation.

- E. Upon written request of the Authority, or upon expiration or termination of the Agreement, Contractor shall return all Confidential Information to the Authority, or certify in writing that it has been destroyed and no copies exist.
- F. Contractor agrees that breach of this Section 6.9 would cause the Authority irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the Authority will be entitled to injunctive relief against such breach or threatened breach, without proving actual damages or posting a bond or other security.
- G. Without limiting the foregoing, the obligations and assurances involving Confidential Information pursuant to the Agreement shall survive termination or expiration of the Agreement.

#### **Section 6.10 – New York State Finance Law §§ 139-j and 139-k Certification**

By execution of the Agreement, Contractor will certify that all information Contractor has provided to the Authority with respect to New York State Finance Law §§ 139-j and 139-k is complete, true and accurate.

#### **Section 6.11 – Iran Divestment Act- Section 2879-c of the Public Authorities Law**

- a. As used in this Section 6.11, “person” has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law.
- b. As used in this Section 6.11 “Contract” means the Agreement.
- c. Contractor will provide the following certification:

By signing the Contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

#### **Section 6.12 – New York State Finance Law §139-1**

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

#### **Section 6.13 – New York State Human Rights Law, Article 15 of the Executive Law**

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 Contractor, by signing the Agreement, will certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and the aforementioned 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.

#### **Section 6.14 – Conflicts of Interest**

- A. Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that Contractor's performance of the services does not and will not create a conflict of interest with, nor position Contractor to breach any other contract currently in force with the State of New York, that Contractor will not act in any manner that is detrimental to any Authority project for which Contractor is rendering services.
- B. Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. Contractor shall have a continuing affirmative duty to notify the Authority immediately of any actual or potential conflicts of interest.
- C. In conjunction with any subcontract under this Agreement, Contractor shall obtain and deliver to the Authority, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Authority a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
- D. The Authority and Contractor recognize that conflicts may occur in the future because Contractor may have existing, or establish new, relationships. The Authority will review the nature of any relationships and reserves the right to terminate this Agreement for any reason, or for cause, if, in the judgment of the Authority, a real or potential conflict of interest cannot be cured.

#### **Section 6.15 – Suspension, Abandonment and Termination**

The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon, or terminate the Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. This includes the Authority's right to terminate the Agreement in the event the Authority finds that

the certification made by Contractor in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate the Agreement at any time in the event the Authority finds that Contractor is non-responsible or has failed to accurately disclose vendor responsibility information. If the Authority exercises its right to terminate on account of a breach of the Agreement, the Authority may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

In the event the Authority exercises its right to postpone, suspend, abandon, or terminate the Agreement, Contractor must within ten (10) days of such postponement, suspension, abandonment, or termination deliver to the Authority all records, documents, and data pertaining to services rendered under the Agreement.

In the event the Authority exercises its right to postpone, suspend, abandon, or terminate the Agreement for convenience, due to no fault of Contractor, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment, or cancellation date, as verified by audit, and compensate Contractor accordingly.

### **Section 6.16 – General Responsibility Provisions**

Contractor shall at all times during the term of the Agreement remain responsible. Contractor agrees if requested by the Authority to present evidence of its/his/her continuing legal authority to do business in New York State and integrity, experience, ability, prior performance, and organizational and financial capacity.

### **Section 6.17 – Force Majeure**

The Contractor and the Authority shall each be excused from the performance of their respective obligations hereunder to the extent each party's failure to perform such obligations is the result of acts of God, riots, insurrections, war, fire, casualty, earthquake, or other events that are beyond the reasonable control of the party seeking to be excused and that are not the fault of such party, including, but not limited to, the failure to exercise reasonable diligence. Further: (i) the party seeking to excuse performance must make good faith and reasonable efforts to meet its obligations hereunder; and (ii) only those services affected by the Force Majeure event shall be excused and only during such time that the Force Majeure event prevents those services from being performed. Notwithstanding anything to the contrary contained herein, and, for clarity, the Authority shall not be obligated to pay the Contractor for a service affected by Force Majeure so long as the Contractor is unable to deliver the affected service. If the Authority has paid in advance for such service, the Contractor shall promptly refund the Authority the amount attributable to service. The occurrence of a pandemic shall not relieve Contractor from its obligations under the Agreement.

### **Section 6.18 – Standard Contract Clauses, Appendices, Exhibits and Supplements**

The Appendices listed below and attached hereto will be incorporated into and made a part of the Agreement. Proposer must complete and submit Supplements 1, 2, 3, 4, 5, 7 and Attachments A and B with its proposal.

**Appendix A**      Standard Clauses

**Appendix D**      Network Connection Requirements (TAP-372)

**Appendix W**      Web Site Development

**Exhibit 1**          Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence

<b>Supplement 1</b>	New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations
<b>Supplement 2</b>	Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
<b>Supplement 3</b>	Vendor Assurance of No Conflict of Interest or Detrimental Effect
<b>Supplement 4</b>	Conducting Business in Russia Certification
<b>Supplement 5</b>	ST-220-CA New York State Department of Taxation and Finance Contractor Certification
<b>Supplement 6</b>	Vendor Responsibility Questionnaire (copy of the certification page)
<b>Supplement 7</b>	Non-Collusive Bidding Certification
<b>Supplement 8</b>	Pricing Workbook ( <i>Required to be completed by Senior Manager/Bookrunner after each transaction</i> )
<b>Attachment A</b>	Checklist of Items to Be Completed and Returned
<b>Attachment B</b>	Common Application Coversheet ( <i>attach this form to the front of proposal</i> )



## APPENDIX A

### Standard Clauses

## **APPENDIX A**

### Standard Clauses For New York State Thruway Authority Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind (“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 and its agents, successors and assigns, other than the Thruway Authority (“Authority”), whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority’s written consent are null and void.

**2. COMPTROLLER APPROVAL.** Where required by law, this contract may require approval of the State Comptroller and shall not be valid until it has been approved by the State Comptroller and filed in its office.

**3. WORKERS’ COMPENSATION AND DISABILITY BENEFITS.** 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 State Workers’ Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers’ Compensation Act endorsement must be included.

**4. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State 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 or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with State Labor Law §220-e, 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 State Labor Law §230, then, in accordance with §239 thereof, the 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. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 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 State Labor Law or a building service contract covered by Article 9 thereof, neither the 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 State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the 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 State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of §220 of the New York State Labor Law shall be a condition precedent to payment by the Authority of any Authority approved sums due and owing for work done on the project.

**6. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on the Contractor’s behalf.

**7. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this 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. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the 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 Authority within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Authority shall have rights of set-off. These rights shall include, but not be limited to, the Authority'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 by the Contractor to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

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 (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority official, in writing, that said records should not be disclosed; (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 Authority's right to discovery in any pending or future litigation.

10. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the

Authority must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

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 State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority 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 State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority 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 Authority; or (ii) a written agreement in excess of \$100,000 whereby the Authority 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 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract 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, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority 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. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority, 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.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this 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.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such 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 Authority will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority 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 Authority may waive the applicability of §312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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 thereto.

**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 Appendix A, the terms of this Appendix 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 the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

**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, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient. The 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 will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (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 Authority.

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 State Finance Law §165. Any such use must meet with the approval of the Authority; 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 Authority.

**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 State Finance Law §165), 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  
30 South Pearl Street – 7th Floor  
Albany, NY 12245  
Phone: (518) 292-5220  
Fax: (518) 292-5884  
<http://www.esd.ny.gov>

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

NYS Department of Economic Development Minority and Women's Business Development Division  
30 South Pearl Street – 2nd Floor  
Albany, NY 12245  
Phone: (518) 292-5250  
Fax: (518) 292-5803  
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies 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 Authority;

(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 NYS 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 Authority upon request; and

(d) The Contractor acknowledges notice that the Authority may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority 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 (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**21. NON-PUBLIC PERSONAL INFORMATION.** The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §899-aa; State Technology Law §208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

**22. IRAN DIVESTMENT ACT.** In accordance with State Public Authorities Law §2879-c, if this is a contract for work or services performed or to be performed, or goods sold or to be sold, the Contractor subscribes and affirms, under penalty of perjury, that: by signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of §165-a of the State Finance Law, entitled "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

For the purposes of this clause, the term "person" shall be as defined in subdivision (1)(e) of §165-a of the State Finance Law.

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 Authority.

During the term of the contract, should the Authority receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Authority 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 Authority 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.

**23. OBSERVANCE OF LAWS.** The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

**24. NO WAIVER OF PROVISIONS.** The Authority's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

**25. ENTIRE AGREEMENT.** This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

**26. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

**27. 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 § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the Authority, 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 Authority determines that such action is in the best interest of the Authority.

**28. CONTRACT INVOLVING STEEL PRODUCTS.** Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein.

## APPENDIX D

### Network Connection Requirements

## **NEW YORK STATE THRUWAY AUTHORITY**

### **NETWORK CONNECTION REQUIREMENTS**

#### **A. Permissible Access**

The Authority will limit access to a Network Connection to those services and devices (hosts, routers, etc.) needed. Blanket access will not be provided.

The Authority does not allow a Network Connection to be used as Outside Entity's Internet connection.

#### **B. Connectivity Options**

The following connectivity options are the standard methods of providing an Outside Entity with an external connection to the Authority's data communications network ("Network Connection"). Anything that deviates from these standard methods must be approved in advance by the Authority.

- 1) Encrypted Tunnel – The preferred connectivity method is via the Internet to an Authority Virtual Private Network (VPN) device. The Authority may loan Outside Entity the required client software for establishing VPN connections with the Authority. The Authority's perimeter security measures will control access to the internal network.
- 2) NYeNet/MAN Connection – This can include a VPN.
- 3) Leased Circuit.
- 4) Fiber.

#### **C. Authentication of Network Connection**

Outside Entity must authenticate its Network Connection using Authority authentication systems. All Outside Entity remote access user accounts will have an expiration time consistent with the business justification for the access, which can be renewed at the discretion of the Authority. If the contract term is longer than one year, then Outside Entity must generate a report at least once per year showing which Outside Entity employees have access to the Network Connection and send such report to the Authority for verification and review. Further, any time there is a change in those Outside Entity employees who have access to the Network Connection, Outside Entity shall send the Authority an updated list of those Outside Entity employees who have such access.

#### **D. Current Software Versions Required**

Outside Entity must, for all computers it utilizes for a Network Connection, employ software versions that are currently supported by the software manufacturer. Outside Entity must apply all available security updates and hot fixes for that software in a timely fashion.

All Outside Entity software and firmware utilized for a Network Connection must be kept up to date, especially with patches that fix security vulnerabilities.



## **NEW YORK STATE THRUWAY AUTHORITY**

### **E. Virus Protection**

Outside Entity must install and enable anti-virus software on all computers utilized for a Network Connection and keep such virus definition files up to date.

### **F. Protection of Authority Information and Resources**

The Authority will implement all security measures it determines appropriate to protect the integrity and confidentiality of Authority confidential information.

The Authority will implement appropriate “Access Control Lists” (ACLs) on the Authority network devices to which the Outside Entity sites are connected. The ACLs will restrict access to pre-defined hosts within the internal Authority network.

In the event the Authority agrees to loan to Outside Entity certain Authority equipment and/or software (“Authority-owned Equipment”) to facilitate the Network Connection, the Authority will provide Outside Entity with enable-level access only to those Outside Entity employees necessary to the installation, operation and maintenance of the Network Connection. All other Outside Entity employees will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

Outside Entity shall be solely responsible for providing the appropriate security measures to ensure protection of its internal network and information. The Authority shall not have any responsibility for ensuring the protection of Outside Entity information.

### **G. Security Incident Notification and Resolution**

Outside Entity is responsible for notifying the Authority upon discovery of any security incident that may threaten or compromise the confidentiality, integrity or availability of Authority information or network infrastructure. Outside Entity shall, at a minimum, report the following to the Authority: 1) successful or unusually persistent attempts to gain unauthorized information or system access; 2) presence of malicious code that has a widespread impact throughout Outside Entity’s network infrastructure; 3) a known or suspected denial of service attack; and 4) scans and probes that precede or are related to a security incident listed above.

Once it has resolved the security incident, Outside Entity must also report the following to the Authority: 1) attack source details (i.e., IP address, method, vulnerability exploited, etc.); 2) the specific effects (i.e., loss, damage, destruction, modification, disclosure) on systems, accounts or information assets resulting from the threat or compromise; and 3) actions taken to remediate the security incident.

**NEW YORK STATE THRUWAY AUTHORITY**

**H. Audit and Review of Outside Entity Network Connections**

The Authority shall have the right at all times to monitor all aspects of Network Connections. The Authority will employ automated tools to accomplish monitoring tasks where practicable. The Authority will generate an annual report on its authentication database showing the specific Outside Entity login entries and distribute such reports to appropriate Authority personnel for review. The Authority will periodically audit Network Connections and distribute such audits to appropriate Authority personnel for review.

The Authority will review all Network Connections on an annual basis and update or terminate such connections when appropriate.

## APPENDIX W

### Web Site Development

## **APPENDIX W – STANDARD PROVISIONS FOR WEBSITE/WEB CONTENT CONTRACTS**

The Contractor providing website/web content development and/or hosting services to the New York State Thruway Authority (Authority) pursuant to this Agreement must strictly adhere to the following provisions, which are incorporated by reference into this Agreement. (The word “Contractor” herein refers to any party and its agents, successors and assigns, other than the Authority.)

### **I. GENERAL PROJECT MANAGEMENT RESPONSIBILITIES**

Management of this website/web content project shall be conducted as follows:

1. The Authority’s Director of Media Relations will assign one person to be the Authority’s website/web content project contact. All communications and correspondence from the Contractor regarding the development of the website/web content must be directed to this person.
2. The Contractor will assign one person to be the Contractor’s project contact. The Authority will direct its communications and correspondence regarding the development of the website/web content to this person.
3. Prior to the start of any website/web content development project, the Contractor must meet with the Authority to develop specific project objectives and timetables for completion of the project.
4. The design, construction and documentation of the website/web content must be approved by the Director of Media Relations prior to the start of any website/web content development.
5. The Contractor must maintain regular communication throughout the project with the Authority. If requested by the Authority, the Contractor must provide periodic written progress reports and be available upon reasonable notice at mutually convenient times for meetings.

### **II. DESIGN AND PERFORMANCE**

**A. Design and Content Requirements.** The Contractor must produce a website/web content for the Authority that complies with the following requirements:

1. Complies with the New York State Office of Information Technology Services Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified or superseded, which requires that State entity web-based information and applications are accessible to persons with disabilities. Web-based information and applications must conform to New York State Office of Information Technology Services Policy NYS-P08-005 as determined by quality assurance testing. Such quality assurance testing will be conducted by the Authority and the results of such

testing must be satisfactory to the Authority before web-based information and applications will be considered a qualified Deliverable under this Agreement.

2. Complies with the New York State Office of Information Technology Services Policy NYS-P10-001, Advertisements, Endorsements and Sponsorships on State Entity Websites, as such policy may be amended, modified or superseded.
3. As directed by the Authority, contains the New York State Universal Web Navigation that satisfies all of the requirements of the New York State Office of Information Technology Services Policy NYS-S16-001, New York State Universal Web Navigation, as such policy may be amended, modified or superseded.
4. As directed by the Authority, contains a standard Contact Page that satisfies all of the requirements of the New York State Office of Information Technology Services Policy NYS-S05-002, Contact Web Page, as such policy may be amended, modified or superseded.
5. Satisfies all of the requirements of the New York State Office of Information Technology Services Policy P03-002, Information Security Policy, as such policy may be amended, modified or superseded.
6. Contains the Authority's Internet Privacy Policy.
7. Utilizes small (fast loading) graphics.
8. Utilizes official logos only as supplied by the Authority.
9. Utilizes other photos and graphic images (e.g., web palette GIF and JPEG images) only as approved by the Authority.
10. Utilizes style sheets to reflect the "look and feel" of the Authority's official websites. By attaching style sheets to structured documents on the web (e.g., HTML), the presentation of documents will be consistent without sacrificing device-independence or adding new HTML tags for background color, text and link colors, and typestyle.
11. Utilizes responsive web design strategies that adapts to the user's device size, unless otherwise required or approved by the Authority.
12. Utilizes current web standards and best practices, unless otherwise required or approved by the Authority (e.g., XHTML, HTML 5, CSS, Drupal).
13. Contains no spelling, grammatical or contextual errors.
14. Contains no advertisements, including logos or references to the Contractor, unless approved by the Authority.
15. Contains no "metatags" or other buried material, unless required or approved by the Authority.

16. Does not utilize HTML frames, unless required or approved by the Authority.

17. If directed by the Authority to institute and maintain a social media venue, such as a Facebook page, complies with all Authority policies relative to social media.

**B. Specifications for Home Page.** Websites will consist of a home page (the first page of the website) that can be reached by typing into a web browser one or more Uniform Resource Locators (URLs) that the Authority has registered for the website.

**C. Performance.** Users of the Authority's websites include a broad range of the Internet population. Web pages targeted towards the general population should be quick loading and should not require special software (plug-ins) to run. Dial-up, broadband and mobile access should be considered. Because this technology is continuously changing, the Contractor must meet with the Authority to determine minimum performance benchmarks. The Contractor must:

1. Test web pages with many browsers and platforms. Because this technology is continuously changing, the Contractor must meet with the Authority to determine which browser releases and platforms should be supported (e.g., Internet Explorer, Firefox, Opera, Safari, Chrome, mobile browsers) for any given Authority website/web content.
2. Verify that the website/web content runs without errors and is free of malicious code, including, but not limited to, viruses, worms and trojans.

**D. Accessibility of Website/Web Content During Construction.** The Contractor must make the website/web content accessible to the Authority throughout the construction of the prototype and the final website/web content. The Contractor must use its best efforts to ensure that, until final acceptance and approval by the Authority, the website/web content is not accessible to anyone other than authorized representatives of the Authority. The Contractor must not under any circumstances publish or otherwise disseminate website/web content developed pursuant to this Agreement without first obtaining the approval of the Authority.

**E. Submission to Index Sites.** The Contractor shall register the URLs of the website with the major search engines and any other comparable entities as requested by the Authority.

**F. Submission of Deliverables.** Upon the Authority's acceptance testing and approval of the final website/web content, or upon termination of this Agreement, whichever occurs earlier, the Contractor must submit all Deliverables to the Authority including all changes or additions (enhancements) made thereto along with all items provided by the Authority as they existed as of the date of termination. Deliverables means: 1) all drafts, working and final copies of code, documentation and other materials developed by the Contractor in the course of its performance under this Agreement; and 2) any other items necessary for the operation of the website/web content with the exception of third-party operating

system software, third-party networking software, web browsers and hardware. For the purposes of this section, Deliverables may include, but are not limited to: a description of the functional and design specifications, user interface requirements, operational flowcharts, software descriptions, training materials and documentation, network accessibility information, interactive elements, information-capturing capabilities, browser and platform compatibilities, electronic commerce requirements, audio/video format requirements, linking structures, database structure requirements, code standards, screen and file layouts, and general “look and feel” elements.

The Contractor must submit all code in an electronic format and all documentation and other materials in an electronic and printed format as prescribed and approved by the Authority.

### **III. WEB SITE HOSTING**

If this Agreement requires that the Contractor maintain the website/web content on its web server and make maintenance modifications to the website/web content from time to time in accordance with the Authority’s directions, the provisions of this Article shall apply to the Contractor’s performance under this Agreement.

**A. Server Hosting.** The Contractor must make the website/web content available to Internet users 24 hours per day, seven (7) days per week. The Contractor must back-up the website/web content at least once every two weeks, and store said back-up materials in a safe and secure environment not located at the same location as the Contractor’s web server. The Contractor agrees to use its best efforts to ensure reasonable response times for users accessing the website/web content. After the Authority approves the final website/web content and any modification thereof, the Contractor must not make any changes to the website/web content unless the Authority approves such changes.

**B. Secure Communications.** The Contractor must ensure the website uses Hypertext Transfer Protocol Secure (HTTPS), an internet communication protocol that protects the integrity and confidentiality of data between the user’s computer and the website, unless not required by the Authority.

**C. Security.** The Contractor must supply to the Authority a copy of the procedures used to identify system vulnerabilities and apply software patches and fixes. Further, the Contractor must provide to the Authority a copy of the security policy in place for the systems and equipment that will be hosting the Authority website/web content, and that security policy must, at a minimum, meet the following requirements:

1. Apply software patches and fixes to the web-hosting equipment as soon as tested and accepted in the user community.
2. Test application and server software to verify that all sample code has been removed.

3. Verify that open ports are legitimate and identify the services that are using those ports.
4. Implement a file integrity system to ensure that file changes are authorized.
5. Provide a copy of incident response procedures to determine how the Contractor identifies malicious activity and recovers promptly from an attack.

**D. Security Incident and Resolution Reporting.** Upon discovering that the confidentiality, integrity or availability of the web server or the website's information resources is threatened or compromised, the Contractor must report the security incident to the Authority. For purposes of this section, the following events are considered security incidents:

1. Unauthorized access that is either successful or unusually persistent.
2. Instances of any malicious code that either has a widespread impact throughout the Contractor's organizational web environment or has specifically affected the Authority's web server or website.
3. Denial of service attack that is either successful and adversely affects website access or is unusually persistent.
4. Scans and probes that precede or are related to a security incident listed above.
5. The Contractor shall contact the Authority via telephone and supply the following information when initially reporting the discovery of a security incident:
  - a. Name, phone/pager/cell number and email address of the individual making the report.
  - b. Type of security incident(s) – unauthorized access, malicious code, denial of service, probes, scans and/or other suspected activity that could result in a significant adverse impact.
  - c. Location of affected system – street address, floor/room number and city/state.
  - d. Detailed description of the security incident.
  - e. Date and time the security incident occurred.
  - f. Date and time the security incident was detected.
  - g. How the security incident was detected.
  - h. Business impact/criticality of the security incident.
  - i. Other relevant information.



6. The Contractor shall contact the Authority via telephone and supply the following information upon investigation and resolution of the security incident:
  - a. Systems affected – OS, software, release level, etc.
  - b. Specific nature of account or information resource access/compromise.
  - c. Attack source details – source IP address, attack method, vulnerability exploited, etc.
  - d. Actions taken to isolate/contain, investigate and remediate the security incident.
  - e. Planned follow-up activities.
  - f. Overall impact of the service outage.
  - g. Resources required to resolve the incident - staff or consultant time, new server, etc.

**E. Transference and Back-Up.** Upon the Authority's request at any time, or in the event of the Authority's termination of this Agreement, Contractor agrees to electronically transfer to the Authority a complete copy of the current website/web content, including all elements, drafts and working copies. In the event such transfer is a result of the Authority's termination of its use of the Contractor's web server as the host for the website, the Contractor must maintain one complete electronic version of the website/web content, including all code related thereto (and must "delete" all other versions thereof off of its computers and media, including back-up copies), until the Authority informs the Contractor in writing that the transferred files appear to be complete, at which time the Contractor must "delete" its final copy of the website/web content off of its computers and media.

**F. Transaction Logging.** During the time that the website/web content is located on the Contractor's web server, the Contractor must, free of charge, provide the Authority with access to all log files for the website/web content. In addition, on a monthly basis at no charge to the Authority, the Contractor must provide in a mutually agreeable electronic form a complete transaction log history containing the date, time, source IP address, and file, graphic or other material accessed for each web page accessed during the preceding month.

#### **IV. CONFIDENTIALITY**

**A. Duty to Maintain Confidentiality and Restrict Access.** The Contractor must keep all work performed, and all Authority information gathered to perform work under this Agreement, confidential and shall not disclose any such information or work to any third party without the prior written consent of the Authority. Except for such staff members designated as "need-to-know" and expressly authorized by the Contractor to have access to the Authority's information, the Contractor must take all appropriate and necessary measures to ensure that no other person or entity has access to the information. The Authority reserves the right to inspect the

Contractor's facilities, without prior notice, to ascertain whether or not the Contractor is adhering to the confidentiality provisions of this Agreement.

**B. Duty to Advise All Employees.** The Contractor must advise its entire staff, including permanent and temporary employees, involved in providing services pursuant to this Agreement of the confidentiality requirements hereunder and the Contractor must ensure that such employees adhere to such requirements.

**C. Survivability.** The provisions of this Article shall survive termination or expiration of this Agreement.

## **V. OWNERSHIP AND RIGHTS**

**A. Ownership of Work Product.** Except as set forth in Section C of this Article: (1) the Contractor hereby assigns, transfers and sets over to the Authority all of the right, title and interest for the entire world in and to all elements of the Deliverables and the copyright therein; and (2) the Authority shall exclusively own all United States and international copyrights and all other intellectual property rights in the Deliverables.

**B. Vesting of Rights.** With the sole exception of any preexisting works identified in Section C of this Article, upon creation of each element of each Deliverable, the Contractor shall automatically assign to the Authority ownership of all United States and international copyrights and all other intellectual property rights in each element of the Deliverable. From time to time, upon the Authority's request, the Contractor and/or its personnel must confirm such assignments by execution and delivery of an assignment or other written instruments as the Authority may request. The Authority shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the Deliverables and any portion(s) thereof.

**C. Preexisting Works.** In the event that any portion of the Deliverables will constitute a preexisting work for which the Contractor cannot grant to the Authority the rights set forth in sections (A) and (B) of this Article, before commencing work, the Contractor must provide written notification to the Authority of: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions or royalty terms applicable to the Contractor's or the Authority's use of such preexisting work or the Authority's exploitation of the Deliverables as a derivative work thereof; and (4) the source of the Contractor's authority to employ the preexisting work in the preparation of the Deliverables. Preexisting works, either so notified in advance by the Contractor or otherwise coming to the attention of the Authority, may be used in the construction of the Deliverables only if expressly approved in writing by the Authority prior to their use, which approval shall be within the sole discretion of the Authority. The Contractor hereby grants to the Authority a perpetual, non-exclusive, royalty free, irrevocable license to use, copy, transmit, perform and modify the preexisting works relative to the operation of the website.

## **VI. REPRESENTATIONS AND WARRANTIES**

The Contractor makes the following representations and warranties for the benefit of the Authority:

- A. Ownership Rights.** The Contractor represents and warrants that: (1) it is and will be the sole author of all works it employs in preparing any and all Deliverables other than preexisting works; (2) it has and will have full and sufficient right to assign or grant the rights and/or licenses granted in the Deliverables and any preexisting works pursuant to this Agreement; (3) all elements of the Deliverables other than preexisting works have not been and will not be published under circumstances that would cause a loss of copyright therein; and (4) all elements of the Deliverables, including all preexisting works, do not and will not infringe any patents, copyrights, trademarks or other intellectual property rights (including trade secrets), privacy, or similar rights of any person or entity, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against the Contractor or, insofar as the Contractor is aware, against any entity from which the Contractor has obtained such rights.
- B. Conformity, Performance, and Compliance.** The Contractor represents and warrants that all work will be performed in a competent and professional manner consistent with generally accepted industry standards, that no conflict of interest exists or will arise with respect to the performance by the Contractor of all work contemplated by this Agreement and that all elements of the Deliverables will conform to the specifications and functions set forth in this Agreement. The Contractor will repair free of charge any Deliverable that does not meet this warranty within a reasonable period of time.

## EXHIBIT 1

Thruway Authority Guidelines Regarding Permissible  
Contacts During a Procurement and  
the Prohibition of Inappropriate Lobbying Influence

New York State Thruway Authority

**Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence**

Chapter 1 of the Laws of 2005, as amended (referred to as the “Lobbying Law”), enacted major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements and procurement contracts. The Lobbying Law created two new sections in the State Finance Law: Section 139-j addresses restrictions on “contacts” during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerers<sup>1</sup> during the procurement process. In this regard, a procurement contract means a contract or agreement (including an amendment, extension, renewal or change order to an existing contract where such amendment, extension, renewal or change order is not authorized and payable under the terms of the contract) involving an estimated annual expenditure in excess of \$15,000 for a commodity, service, technology, public work or construction; purchase, sale, lease or acquisition of real property; or revenue contract.

In conformity with the Lobbying Law, during the restricted period<sup>2</sup> for an Authority procurement, an offerer may only make permissible “contacts” regarding such procurement, which means that the offerer shall contact only the Authority designated contact person(s) for that procurement. In this regard, “contact” means any oral, written or electronic communication with a governmental entity under circumstances where a reasonable person would infer that the communication was intended to influence the governmental entity’s conduct or decision regarding the Authority procurement. Exceptions to this rule include:

- submission of a written proposal in response to a Request for Proposals (RFP), Invitation for Bids (IFB) or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerers;
- participation in a pre-proposal or pre-bid demonstration, conference or other exchange of information open to all bidders scheduled as part of an RFP, IFB or other solicitation process;

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<sup>1</sup> An individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Authority about a procurement during the restricted period whether or not the caller has a financial interest in the outcome of the procurement. A governmental agency or its employees that communicates with the Authority regarding a procurement in the exercise of its oversight duties shall not be considered an offerer.

<sup>2</sup> The period of time commencing with the earliest written notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), or solicitation of proposals, or any other method for soliciting responses from offerers intending to result in a procurement contract with the Authority, and ending with the final contract award and approval by the Authority, and, where applicable, the State Comptroller.

- written complaints that the Authority designated contact for a procurement fails to respond in a timely manner to authorized offerer contacts;
- negotiation of procurement contract terms with the Authority following tentative award;
- contacts between designated Authority staff and an offerer to request the review of a procurement contract award;
- communications with the Authority regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney or State Comptroller;
- communications between Authority staff and offerers that solely address the determination of vendor responsibility.
- communications relating to the Authority's procurement made pursuant to State Finance Law Section 162(1) undertaken by (i) the non-profit-making agencies appointed pursuant to Section 162(6)(e) by the Commissioner of the Office of Children and Family Services, the Commission for the Blind or the Commissioner of Education, and (ii) the qualified charitable non-profit-making agencies for the blind, and qualified charitable non-profit-making agencies for other severely disabled persons as identified in Section 162(2); provided, however, that any communications which attempt to influence the issuance or terms of the specifications that serve as the basis or bid documents, RFPs, IFBs, solicitations of proposals, or any other method for soliciting a response from offerers intending to result in a procurement contract with the Authority shall not be exempt;
- complaints by a Minority and Women-owned Business Enterprise (MWBE) entity to the MWBE statewide advocate concerning the Authority's failure to comply with the requirements of Executive Law Section 315; and,
- communications between the MWBE statewide advocate and the Authority in furtherance of the MWBE statewide advocate pursuant to Executive Law Section 312-a.

An offerer shall not, under any circumstance, attempt to influence an Authority procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature and Legislative employees.

An offerer who contacts the Authority designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Authority about the procurement.

An offerer that submits a proposal, bid or other response to an Authority RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four (4) years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Authority procurement contracts will contain: a certification by the offerer that all information provided to the Authority

with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Authority to terminate the contract in the event such certification is found to be intentionally false or incomplete.

The Authority will investigate all allegations of violations of the Authority Guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination shall render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Authority will notify the New York State Office of General Services of any determinations of non-responsibility or debarments due to violations of the Lobbying Law.

These Guidelines and related forms are available on the Authority's website, [www.thruway.ny.gov](http://www.thruway.ny.gov), under Doing Business; Purchasing Services - Law, Policies and Procedures. Copies of Sections 73 and 74 of the Public Officer's Law are also available on the Joint Commission on Public Ethics website, [www.jcope.ny.gov](http://www.jcope.ny.gov), under Laws. If you require further guidance on the Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at <https://ogs.ny.gov/acpl>, where the Lobbying Law and the Guidelines on Procurement Lobbying (Frequently Asked Questions) adopted by the Council are posted.

## SUPPLEMENT 1

New York State Finance Law Sections §§ 139-j and 139-k  
Disclosure of Prior  
Non-Responsibility Determinations





200 Southern Blvd.  
Albany, NY 12209

## New York State Finance Law Sections 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations

Contract/Project/Transaction Description:

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Contract # (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Name of Offerer/Applicant: \_\_\_\_\_

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

Name and Title of Person Submitting this Form  
(if different from above): \_\_\_\_\_

Has any governmental entity\* made a finding of non-responsibility regarding the Offerer/Applicant in the previous four years where:

the basis for the finding of the Offerer/Applicant's non-responsibility was due to a violation of State Finance Law Section 139-j?

☐ No

☐ Yes

the basis for the finding of the Offerer/Applicant's non-responsibility was due to the intentional provision of false or incomplete information to a governmental entity?

☐ No

☐ Yes

*If yes, please provide details regarding the finding of non-responsibility below.*

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

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

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

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

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (please print)

( ) -  
Telephone No.

\_\_\_\_\_  
Title

\* A "governmental entity" is: (1) any department, board, bureau, commission, division, office, council, committee or officer of New York State, whether permanent or temporary; (2) each house of the New York State Legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the Public Authorities Law; (5) any public authority or public benefit corporation, at least one of whose members is appointed by the Governor or who serves as a member by virtue of holding a civil office of the State; (6) a municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

For engineering agreements and construction contracts, submit this form to the Department of Engineering, 200 Southern Blvd., Albany, 12209. All other form submissions should be forwarded to the address listed on the solicitation material or application.

If you have any questions, please call the contact person listed on the solicitation material or application.

## SUPPLEMENT 2

Certificate of Compliance with the Authority Guidelines  
Regarding Permissible Contacts During a Procurement and  
the Prohibition of Inappropriate Lobbying Influence

**Thruway  
Authority**200 Southern Blvd.  
Albany, NY 12209**CERTIFICATE OF COMPLIANCE WITH THE AUTHORITY GUIDELINES REGARDING  
PERMISSIBLE CONTACTS DURING A PROCUREMENT AND THE PROHIBITION OF  
INAPPROPRIATE LOBBYING INFLUENCE**

To protect the integrity and fairness of the procurement process and maintain public confidence in the Thruway Authority's (Authority) stewardship role, all Authority procurement decisions must be based on the merits of proposals, free of any inappropriate lobbying influence. Toward that end, the Authority has adopted Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335), Guidelines with which all vendors/firms/proposers must comply. A copy of these Guidelines is available in the Purchasing Services section of the Authority's website at [www.thruway.ny.gov](http://www.thruway.ny.gov). Further, Authority funds may not be used to reimburse a vendor/firm for its outside lobbying expenses. Authority payments made under a contract cannot be used to pay outside lobbying costs and a vendor/firm is prohibited from seeking reimbursement of such costs.

**Certification**

The undersigned certifies that the vendor/firm/proposer has read, understands and agrees to comply with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (TAP-335). Further, the undersigned certifies that the vendor/firm/proposer will not utilize Authority payments made under a contract or agreement, including an amendment, extension, renewal or change order to an existing contract, to pay outside lobbying expenses and will not seek reimbursement of such costs. The undersigned also certifies that he or she is authorized to bind the vendor/firm/proposer contractually.

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Contract No.

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Description

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Vendor/Firm Name

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Telephone No.

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Print Name

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Title

---

Signature

---

Date

## SUPPLEMENT 3

Vendor Assurance of No Conflict of Interest  
or Detrimental Effect

## **Vendor Assurance of No Conflict of Interest or Detrimental Effect**

The undersigned entity ("Firm"), offering to provide services pursuant to this RFP, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this RFP does not and will not create any actual or potential conflict of interest or appearance of impropriety, nor position the Firm to breach any other contract currently in force, with the New York State Thruway Authority ("Authority").

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

1. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not violate any existing contracts or agreements between the Firm and the Authority;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any appearance of impropriety or actual or potential conflict of interest, or any perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the Authority;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the Authority;
4. The fulfillment of any other contractual obligations that the Firm has with the Authority will not affect or influence its ability to perform under any contract with the Authority resulting from this RFP;
5. During the negotiation and execution of any contract resulting from this RFP, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;
6. In fulfilling obligations under each of its Authority contracts, including any contract which results from this RFP, the Firm will act in accordance with the terms of each of its Authority contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;
7. No former officer or employee of the Authority or the State of New York ("State") who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the Authority or the State, has played a role with regard to the

administration of this contract procurement in a manner that may violate section 73(8)(a) of the New York State Public Officers Law; and

8. The Firm has not and shall not offer to any employee, member or director of the Authority any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director, or was intended as a reward for any official action on the part of said employee, member or director.

The Firm expressly understands, acknowledges, and agrees that the Authority recognizes that conflicts may occur in the future because the Firm may have existing or new relationships. The Firm hereby expressly acknowledges and agrees it shall have a continuing affirmative duty and obligation to notify the Authority immediately of any actual or potential conflicts of interest or the perception thereof, and that failure to promptly provide such notice and information may serve as a basis for termination by the Authority of any Agreement resulting from this RFP. The Authority will review the nature of any such new relationship and reserves the right to reject the Firm's proposal in response to the RFP, or to terminate any contract resulting from this RFP for any reason, including for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

This form must be signed by an authorized executive or legal representative with the authority to bind its organization.

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Name of Firm

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Name of Signatory

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Title of Signatory:

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Signature:

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Date:

## SUPPLEMENT 4

Certification Under Executive Order No. 16  
Prohibiting State Agencies and Authorities from Contracting  
with Businesses Conducting Business in Russia

# **Certification Under Executive Order No. 16**

## **Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- ☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- ☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- ☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- ☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: \_\_\_\_\_  
(legal entity)

By: \_\_\_\_\_  
(signature)

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

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

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



## SUPPLEMENT 5

ST-220-CA New York State Department of Taxation and  
Finance Contractor Certification

**Contractor Certification to Covered Agency**

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

**ST-220-CA**

(12/11)

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

Contractor name				For covered agency use only Contract number or description	
Contractor's principal place of business		City	State		
Contractor's mailing address (if different than above)					
Contractor's federal employer identification number (EIN)			Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number			Covered agency name		
Covered agency address				Covered agency telephone number	

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)

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

(Mark an X in only one box)

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

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

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

Sworn to this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
(sign before a notary public)

\_\_\_\_\_  
(title)

## Instructions

### General information

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

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

### When to complete this form

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

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

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

**Individual, Corporation, Partnership, or LLC Acknowledgment**

STATE OF \_\_\_\_\_ }  
: SS.:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_, before me personally appeared \_\_\_\_\_, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that \_\_\_\_\_ he resides at \_\_\_\_\_,

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

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

State of \_\_\_\_\_; and further that:

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

☐ (If an individual): \_\_\_\_\_ he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): \_\_\_\_\_ he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, \_\_\_\_\_ he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): \_\_\_\_\_ he is a \_\_\_\_\_ of \_\_\_\_\_, the partnership described in said instrument; that, by the terms of said partnership, \_\_\_\_\_ he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): \_\_\_\_\_ he is a duly authorized member of \_\_\_\_\_, LLC, the limited liability company described in said instrument; that \_\_\_\_\_ he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, \_\_\_\_\_ he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

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

\_\_\_\_\_  
Registration No.

**Privacy notification**

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

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

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

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

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

**Need help?**



Visit our Web site at **[www.tax.ny.gov](http://www.tax.ny.gov)**

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



**Telephone assistance**

**Sales Tax** Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

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



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

Supplement 6  
Vendor Responsibility Questionnaire  
(copy of the certification page)

## ***Supplement 6***

### ***Vendor Responsibility Questionnaire***

Vendor Responsibility Questionnaire – the Authority’s Procurement Policy provides that the Authority will award procurement contracts for services to responsive and responsible Proposers on the basis of best value. The Authority uses the information provided by Proposers on this Questionnaire to assist it in making a determination of responsibility of a proposed Contractor.

The Authority recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System and only provide a copy of the certification page to the Authority. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s IT Service Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [http://www.osc.state.ny.us/vendrep/forms\\_vendor.htm](http://www.osc.state.ny.us/vendrep/forms_vendor.htm) or may contact the Authority or the Office of the State Comptroller’s Help Desk for a copy of the paper form.

Supplement 7  
Non-Collusive Bidding  
Certification

## REQUEST FOR PROPOSAL

ISSUE DATE: 02/10/2025

<b>RFP#:</b>	RFP #24C25 - Underwriting Services	<b>Inquiries to:</b>	Robin Davis Robin.Davis@thruway.ny.gov 518-471-4271
<b>Due Date &amp; Time of Proposal Submission:</b>	1:00 P.M., 03/24/2025	<b>Date &amp; Time of Pre-proposal Meeting:</b>	N/A
<b>Contract Period:</b>	Three (3) years, with two 1-year renewals		

### INSTRUCTIONS

1. Attach this form to the front of your proposal.
2. Indicate whether or not your firm is registered with the NYS Department of Economic Development as a certified Minority and/or Women-Owned Business Enterprise (M/WBE) or with the NYS Office of General Services as a certified Service-Disabled Veteran-owned Business (SDVOB). **Circle one: Yes No**
3. Indicate whether or not your firm is proposing a joint venture. **Circle one: Yes No**
4. Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated at the bottom of this document.

The Signatory to this document must be authorized to bind the proposing firm contractually.

Firm name		Federal Tax ID no.
Street Address		City/State/Zip
Area Code/Telephone (800 if available)	fax	E-mail
Print Name		Title
Signature		Date

### NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

- 1) The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Supplement 8  
Pricing Workbook (Required to be  
completed by Senior Manager/Bookrunner  
after each transaction)



Series 2008 Bonds  
Pricing worksheet

Ratings:	
Moody's	Aaa/A2
Standard & Poor's	NR
Fitch	NR

Economic Indicators	Last	Forecast	Actual
Pending Home Sales	88.2	88.4	
Wholesale Inventory	+1.3%	+0.7%	
Wholesale Sales	+1.4%	+0.7%	
Consumer Credit	+48.9B	+57.0B	

Economic Indicators	Last	Forecast	Actual

UNDERWRITERS	
Senior Lead	
Co-Manager	
Co-Manager	
Co-Manager	
Co-Manager	
Co-Manager	

Treasury Yields	2-YR	10-YR	30-YR
	3.52%		4.51%

Treasury Yields	2-YR	10-YR	30-YR

Treasury Yields	2-YR	10-YR	30-YR

Initial Order Period Tuesday July 25, 2008 9:30 AM											
Final pricing Tuesday July 25, 2008 12:00 PM											
Maturity	Principal amount	Serial or Term	Coupon	Yield	AMM Spread	AMM Spread	AMM Spread	AMM Spread	AMM Spread	AMM Spread	AMM Spread
July 1											
2009	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2010	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2011	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2012	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2013	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2014	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2015	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2016	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2017	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2018	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2019	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2020	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2021	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2022	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2023	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2024	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2025	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2026	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2027	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2028	S	S	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2029	T	T	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%
2030	T	T	3.000%	2.570%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%	0.100%

Negotiated Commitment			
Date	Final	Final	Final
	Yield	Yield	Yield

Competitive Commitment			
Date	Final	Final	Final
	Yield	Yield	Yield

Commentary			

Liability	
Senior	70%
Co-Senior	NA
Co Manager	5%

			<i>FIRM</i>						
			Lead	Co-Managers					
Maturity July 1,	Principal amount or sinking fund		Allotments	Allotments	Allotments	Allotments	Allotments	Allotments	Total
2009	Retail Institutional Member								0
	Total		0	0	0	0	0	0	0
2010	Retail Institutional Member								0
	Total		0	0	0	0	0	0	0
2011	Retail Institutional Member								0
	Total		0	0	0	0	0	0	0
2012	Retail Institutional Member								0
	Total		0	0	0	0	0	0	0
2013	Retail Institutional Member								0
	Total		0	0	0	0	0	0	0
2014	Retail Institutional Member								0
	Total		0	0	0	0	0	0	0

Liability	
Senior	70%
Co-Senior	NA
Co Manager	5%

[illegible]

Liability	
Senior	70%
Co-Senior	NA
Co Manager	5%

[illegible]

Liability	
Senior	70%
Co-Senior	NA
Co Manager	5%

		FIRM									
		Lead		Co-Managers							
Maturity July 1,	Principal amount or sinking fund	Allotments	Allotments	Allotments	Allotments	Allotments	Allotments	Allotments	Allotments	Allotments	Total
2027	Retail Institutional Member										0
	Total	0	0	0	0	0	0	0	0	0	0
2028	Retail Institutional Member										0
	Total	0	0	0	0	0	0	0	0	0	0
2033	Retail Institutional Member										0
	Total	0	0	0	0	0	0	0	0	0	0
2036	Retail Institutional Member										0
	Total	0	0	0	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	0	0	0	0
	Total	0	0	0	0	0	0	0	0	0	0

**Designation Policy**  
**Senior Manager must receive 30% or all designations**  
 No firm may receive more than 30% of any designation  
 At least 4 firms must be designated  
 Selling group member may receive up to 10% in aggregate designations

	Maturity	Principal Amount	Takedown	Lead	Co Senior	FIRM	Co Manager	Total
	July 1,							
	2009	\$0.35		0	0	0	0	0
	2010	\$3.75		0	0	0	0	0
	2011	\$3.75		0	0	0	0	0
	2012	\$3.75		0	0	0	0	0
	2013	\$3.75		0	0	0	0	0
	2014	\$3.75		0	0	0	0	0
	2015	\$3.75		0	0	0	0	0
	2016	\$3.75		0	0	0	0	0
	2017	\$3.75		0	0	0	0	0
	2018	\$3.75		0	0	0	0	0
	2019	\$5.00		0	0	0	0	0
	2020	\$5.00		0	0	0	0	0
	2021	\$5.00		0	0	0	0	0
	2022	\$5.00		0	0	0	0	0
	2023	\$5.00		0	0	0	0	0
	2024	\$5.00		0	0	0	0	0
	2025	\$5.00		0	0	0	0	0
	2026	\$5.00		0	0	0	0	0
	2027	\$5.00		0	0	0	0	0
	2028	\$5.00		0	0	0	0	0
	2033	\$5.00		0	0	0	0	0
	2038	\$5.00		0	0	0	0	0

[illegible]

## Account

[illegible]



[illegible]

ATTACHMENT A  
CHECKLIST OF ITEMS TO BE COMPLETED AND  
RETURNED



## ATTACHMENT A CHECKLIST OF ITEMS TO BE COMPLETED AND RETURNED

### Request for Proposals #24C25 Underwriting Services for New York State Thruway Authority

If your firm would like to serve as Senior Managing Underwriter for any of the Authority's financings, Part I, Part II, Part III and Part IV must be completed. If your firm would like to serve as only a Co-Managing Underwriter for any of the Authority's financings, only Part I and Part II need to be completed. If applying for the position of Selling Group member, complete the cover sheet only (front and back). **See RFP Section 3.1.B for additional information and instructions.**

- ☐ Attachment B - Common Application Coversheet
- ☐ Attachment A – Checklist of Items to Be Completed and Returned
- ☐ Part I                      Qualifications
- ☐ Part II                     Performance
- ☐ Part III                    Innovations
- ☐ Part IV                    Authority Supplement: Additional Questions to Common RFP

#### Exhibits and Supplements:

*(see Section 6.18 - Standard Clauses, Appendices, Exhibits and Supplements)*

- ☐ Supplement 1 - New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations
- ☐ Supplement 2 - Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
- ☐ Supplement 3 - Vendor Assurance of No Conflict of Interest or Detrimental Effect
- ☐ Supplement 4 - Conducting Business in Russia Certification
- ☐ Supplement 5 - ST-220-CA New York State Department of Taxation and Finance Contractor Certification
- ☐ Supplement 6 - Vendor Responsibility Questionnaire
- ☐ Supplement 7 -Non-Collusive Bidding Certification

Attachment B  
Common Application  
Coversheet



## Attachment B Common Application Coversheet

Request for Proposals #24C25  
Underwriting Services for  
New York State Thruway Authority

### *General Information*

*Attach this form to the front of your proposal.*

**Complete all information below, including signature, to acknowledge your understanding and acceptance of the provisions of the Non-Collusive Bidding Certification as indicated as Supplement 7.**

#### **RFP # 24C25 –COMMON RFP FOR UNDERWRITING SERVICES**

**INQUIRIES TO:** Robin Davis at Robin.Davis@Thruway.ny.gov

**TIME AND DUE DATE OF PROPOSAL SUBMISSION:** 1:00 p.m. on [ DATE ]

**CONTRACT PERIOD:** [ INSERT TERM ]

**POSITION(s) APPLYING FOR (check all that apply):** ☐ Senior Managing Underwriter  
☐ Co-Managing Underwriter ☐ MWBE/SDVOB Certified Underwriter ☐ Selling Group Only

**DATE OF APPLICATION:** \_\_\_\_\_

#### **GENERAL INFORMATION:**

Legal Name of Firm: \_\_\_\_\_

FINRA Reg # \_\_\_\_\_ SEC Reg. # \_\_\_\_\_ (if applicable) OCC # \_\_\_\_\_

Firm's Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Firm's Website Address: \_\_\_\_\_

Firm's Main Telephone Number (including area code) \_\_\_\_\_

Federal Tax ID Number \_\_\_\_\_

**The Signatory to this document must be authorized to bind the proposing firm contractually.**

Print Name and Title: \_\_\_\_\_

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

Is your firm certified by NYS as a Minority or Women-Owned Business Enterprise? \_\_Yes \_\_No

If yes, registration number: \_\_\_\_\_ - \_\_\_\_\_

Is your firm certified by NYS as a Service Disabled Veteran-Owned Business? \_\_Yes \_\_No

If yes, DSDVBD Control number: \_\_\_\_\_

### **MAIN CONTACT INFORMATION FOR THIS PROPOSAL:**

Please list the individual that will be the main contact *regarding this proposal*:

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

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

Contact Telephone Number (including area code): \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

### **PRIMARY STAFF PERSON(S):**

Please list the primary staff person(s) who will provide services relating to the Authority. Attach additional sheets, if necessary.

Contact #1

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

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

Contact Telephone Number (including area code): \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

Contact #2

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

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

Contact Telephone Number (including area code): \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_

Contact #3

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

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

Contact Telephone Number (including area code): \_\_\_\_\_

Contact E-mail Address: \_\_\_\_\_