KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

NOTICE TO PROPOSERS

RFP#25C26 – Legal Counsel Toll Collection

January 21, 2026

Dear Proposer:

Attached are the responses to the written questions previously submitted for RFP #25C26.

Thank you for your interest in this project.

Sincerely,

Robin Davis

Robin Davis
Contract Management Specialist 1

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

Authority Responses to Written Questions

RFP #25C26
Legal Counsel Toll Collection

01/21/2026

On 12/15/2025 , the New York State Thruway Authority ("Authority") issued a Request for Proposals ("RFP") #25C26 for Legal Counsel Toll Collection. Pursuant to the RFP, all prospective Proposers were given an opportunity to submit written questions concerning this RFP to the Authority by 01/07/2026.

The Authority received the following questions and is providing 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.

Question #	RFP Page #	Section Reference	Bidder Question	Authority Response
1	14	Section 3.1 - C.6	We consider our financial statements to be confidential, proprietary, trade secrets of the firm. Would the Authority permit us to upload our financials to a third-party secure website (SmartRoom) for the Authority's authorized reviewers to access and review this information?	Yes, this is acceptable.
2	14	Section 3.1 - C.4	With regard to Question C4 on page 14 of the RFP, is it acceptable to provide a representative list of our litigation clients that meet the requested criteria rather than an entire list of all firm clients?	Yes, the RFP states a client list where the proposer provided similar services within the past five (5) years.
3	10	Section 2.4 - 2	To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?	Counsel's location/headquarters will not have any bearing on the award. However, Counsel must be able to appear in court on behalf of the Authority in any proceedings, including trial and appeals.
4		General	To how many vendors are you seeking to award a contract?	The Authority anticipates awarding this contract to one vendor, however, as stated in RFP section 4.6, the Authority reserves the right to make an award under the RFP in whole, or in part, to one Proposer or multiple Proposers.
5	6	Section 2.2 – Scope of Services	To what extent are these accounts owed by private consumers versus commercial businesses?	The Authority has 3 types of accounts: Private, Business (ranging from sole proprietorships to large businesses) and Commercial (large fleet accounts). The majority are private violation accounts - there are occurrences where businesses are registered as private and vice versa.

6	9	Section 2.2 – Task D	Will accounts be primary placements, not having been serviced by any other outside collection agency, and/or will you also be referring secondary placements? If so, should bidders provide proposed fees for secondary placements also?	Accounts that are placed with successful bidder will be recalled from the Authority's collection vendor. All fees must be included in your firm's fee proposal (see Attachment 1- Fee Proposal).
7		General	What billing servicer do you utilize?	The Authority utilizes Conduent to bill toll customers.
8	6	Section 2.2	Have all cases been fully adjudicated by the time of placement?	No, cases will be in an unpaid collection's status.
9		General	If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?	This is a new program, the Authority does not have a current/prior contract for this service.
10		General	What is your case management/accounting software system of record?	The Authority utilizes Conduent's back office system called Vector.
11		General	Who is your electronic payment/credit card processing vendor?	Please refer to Open Book NY for this information.
12	6	Section 2.2 – Task A	Can you please indicate what inbound and outbound contact methods, beyond phone calls or letters (such as email and text), would be permitted by the scope of work?	The Authority does not limit the proposers inbound and outbound contact methods.
13	4	Section 1.2	Please reconfirm the due date for this procurement by providing it in response to answers to questions.	The proposal due date is February 11, 2026 at 1:00p.m.
14		General	Why has this bid been re-released at this time? What happened with the previous version of this procurement?	The RFP was reissued to include the approximate dollar value of the debt eligible for collection. Providing this information ensures transparency and allows prospective firms to better assess the scope and potential of the engagement. By disclosing the estimated amount, the Authority will increase contracting opportunities and encourage broader participation.
15		General	When is the anticipated contract start date?	The Authority anticipates the start date of this contract to be in March 2026.
16	10	Section 2.3	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?	Please see section 2.3 Fee Proposal. Proposers must use Attachment 1 Fee Proposal to submit their pricing. No deviations allowed.

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

REQUEST FOR PROPOSAL

ISSUE DATE: 12/15/2025

RFP#:	25C26 – Legal Counsel Toll Collection	**Inquiries to:**	Robin Davis Robin.Davis@thruway.ny.gov 518-471-4278
Due Date & Time of Proposal Submission:	1:00 P.M., 02/11/2026	**Date & Time of Pre-proposal Meeting:**	Not Applicable
Contract Period:	3 years with two 1-year renewals		

INSTRUCTIONS

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

2. Is your firm 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)? ☐ **Yes** ☐ **No**

3. Is your firm proposing a joint venture? ☐ **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.

KATHY HOCHUL
Governor

ROBERT L. MEGNA
Chair

FRANK G. HOARE, ESQ.
Executive Director

Request for Proposal

Legal Counsel Toll Collection

RFP No: 25C26
Request Issued: December 15, 2025
Proposals Due: February 11, 2026

RFP TABLE OF CONTENTS

		Pages
Article I	**Background/Administrative Matters**	
Section 1.1	Background	4
Section 1.2	Key Dates	4
Section 1.3	Permissible Contacts/Contact Person	4
Section 1.4	Written Questions & Responses	5
Section 1.5	Exceptions to Terms & Conditions	5
Section 1.6	RFP Errors or Omissions	5
Article II	**Services Requested**	
Section 2.1	Background	5
Section 2.2	Scope of Services	6
Section 2.3	Fee Proposal	10
Section 2.4	Minimum Qualifications	10
Article III	**Proposal Requirements**	
Section 3.1	Content of Proposal	11
Section 3.2	Submission of Proposal	15
Article IV	**Evaluation of Proposals**	
Section 4.1	Overview	16
Section 4.2	Preliminary Review	16
Section 4.3	Evaluation/Criteria	16
Section 4.4	Oral Presentations/Interviews/Facility Inspections	17
Section 4.5	Selection of Proposer(s)	17
Section 4.6	Additional Procurement Rights	17
Section 4.7	Grievance Policy	19
Article V	**Compliance Requirements and Procedures**	
Section 5.1	Compliance Requirements and Procedures	19
Section 5.2	Participation Opportunities For New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises	20
Section 5.3	Equal Employment Opportunity And Removal of Institutional Policies Or Practices That Fail To Address The Harassment And Discrimination Of Individuals	20
Article VI	**Agreement Terms and Conditions**	
Section 6.1	Contract Term	23
Section 6.2	Independent Contractor	23
Section 6.3	Personnel, Equipment and Supplies	23
Section 6.4	Subcontracting	24
Section 6.5	Insurance Conditions	24
Section 6.6	Required Insurance Coverages	26
Section 6.7	Liability, Indemnification and Defense	29
Section 6.8	Ethics	30
Section 6.9	Confidentiality and Non-Disclosure	30
Section 6.10	New York State Finance Law §§ 139-j and 139-k Certification	32
Section 6.11	New York State Finance Law §139-1	32
Section 6.12	New York State Human Rights Law, Article 15 of the Executive Law	32

Section 6.13	Gender-Based Violence Workplace Policy Requirement	33
Section 6.14	Conflicts of Interest	33
Section 6.15	Intentionally Omitted	34
Section 6.16	Suspension, Abandonment and Termination	34
Section 6.17	General Responsibility Provisions	34
Section 6.18	Force Majeure	35
Section 6.19	Intentionally Omitted	35
Section 6.20	Standard Contract Clauses, Appendices, Exhibits and Supplements	35

ARTICLE I - Background/Administrative Matters

Section 1.1 - Background

The New York State Thruway Authority ("Authority") is seeking proposals from experienced and qualified legal services firms to serve as legal counsel for toll collection and related services on an "as needed" basis.

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 terms "Counsel" and "Contractor" shall mean the contractor selected pursuant to this RFP. "Proposer" shall mean a firm responding to 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.

Event	**Date**
RFP Issuance	December 15, 2025
Deadline for submitting Written Questions and Exceptions to Terms and Conditions	January 7, 2026
Issuance of Written Responses	January 21, 2026
Proposal Due Date & Time	**February 11, 2026 at 1:00p.m.**

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

David Goldstein
Revenue Operations Manager
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, B, and D 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

The services being requested are related to a new initiative for the Authority. The Authority has not awarded prior contracts for this service and as such, there is no historical data, prior contract information, prior billing information, incumbent provider to reference or reporting history to provide.

The New York State Thruway is a user-fee supported highway. The Authority receives no dedicated state, federal or local tax dollars to support the maintenance and operations of the 570-mile NYS Thruway. Since cashless tolling went live on the Authority's ticketed system in November 2020, more than 1.9 billion transactions have been successfully recorded. Tolls are assessed when a patron drives under a tolling gantry. The toll lane equipment reads information from an E-ZPass transponder located on the vehicle windshield to bill the customer using the customer's prepaid balance, or if an E-ZPass is not in the vehicle, a license plate will be read and a toll bill will be sent to the address on record with the applicable department of motor vehicles.

1. **E-ZPass Accounts:**
   If a customer fails to replenish the prepaid balance on their account, the account balance falls into the negative. The New York Customer Service Center ("NYCSC") notifies the customer using their preferred communication method (SMS, Email or USPS). Once an account reaches a negative amount of ($14.99) or more, the revocation warning is sent to the customer. If an account is in the negative for over 30 days, the NYCSC sends the customer an account revocation warning letter. If the customer still does not make payment within the next 30 days, the account is revoked – a revoke/final communication is sent. This customer is now a Tolls by Mail customer. As part of this process, the following fees are applied to the account: revocation fee (currently $25). If payment is not received within 15 days, the account will be turned over to collections and a per tag charge of $16 will be added to the account.

2. **Unpaid Tolls by Mail Invoices**:

   A patron who does not have a valid E-ZPass account will be considered a Tolls by Mail customer. Using the License Plate image obtained from the toll lane, a Tolls by Mail invoice will be generated and mailed to the customer. The customer will have 30 days to pay the toll transactions listed on the invoice. If a payment is not received within 30 days, a second notice is mailed with a $5 late fee applied to the invoice. If the 2nd invoice is not paid within 30 days, a violation fee of $50 is assessed, the late fee is removed, and the associated tolls and violation fee is sent as a Notice of Violation. If the Notice of Violation is not paid within 15 days, the associated tolls and violation fee is placed in collections status, and the debt is placed with the Authority's collection vendor.

<u>Existing Law Relative to Toll Evasion on Authority Facilities:</u>

Toll evasion on Authority roadway is subject to the laws of New York, which include but are not limited to:

Public Authorities Law Sections 354(8) and 361, Vehicle and Traffic Law Section 1630 and 21 NYCRR 101.3.

Section 2.2 – Scope of Services

The services of Counsel shall generally consist of taking legal action against patrons that demonstrate a lack of responsiveness to efforts to collect unpaid tolls and violation fees. The current number of accounts available for placement is 54,000. The current total debt (toll & fees) available for placement is approximately $187,000,000. The range of past due total debt (tolls & fees) at the account level is approximately $500 to $780,000, with an average balance of approximately $3,500. The age of debt can be anywhere from 90 days and up to 6 years.

Services shall be performed on an “as needed” basis throughout the term of the Agreement. There is no guarantee that the Authority will request services to be performed by Counsel. The cases are not adjudicated and will be in unpaid status when services are requested.

Counsel shall take all legal steps required to collect past due balances including but not limited to customer outreach and contact, commencing litigation when necessary, and securing and forwarding payment to the Authority. Counsel shall provide written documentation of the specific services performed on a case-by-case basis. Specific toll violators and others chosen for action shall be identified by the Authority. Counsel shall negotiate settlements of unpaid tolls and violations as authorized by the Authority.

There are two general categories of toll violation matters that shall be referred to Counsel for legal action, following unsuccessful pursuit by the Authority’s collection agency. unpaid Tolls by Mail accounts and Negative Balance E-ZPass Accounts. The Authority will transfer final files through a secure FTP.

Tasks to be performed by Counsel may include:

TASK A. COLLECTION OF UNPAID TOLLS AND VIOLATION FEES

Perform all steps necessary to collect the unpaid tolls and related fees due to the Authority from toll violators, including pursuing legal action against these toll violators. This action includes:

1. Identify and associate related accounts using account details, including but not limited to name, address, and business relationships, to ensure that a complete and accurate debt package is pursued under each filing. Counsel shall provide the results of such associations to the Authority for review, comment, and augmentation, as appropriate.

2. Prioritize and pursue accounts based on the assessed likelihood of successful payment recovery.

3. Upon receipt of account information from the Authority, notify customers with unpaid tolls as to intent to file proof as to the unpaid tolls and violation fees with the court to obtain a civil judgment against the toll violators. The Authority does not limit the Counsel’s inbound and outbound contact methods.

4. Provide the Authority with all drafts of letters, complaints, memoranda of law and other legal papers intended to be submitted to the Court in sufficient time for the Authority to review and comment. The Authority’s written approval must be obtained before any papers are served and filed.

5. Prepare and file legal papers, communicate with the defendant’s counsel, and other relevant counsel, attend hearings, appear in court on behalf of the Authority in any proceedings, including trial and appeals.

6. Submit to the Authority any proposed settlement offers within 3 business days for the Authority to approve or reject the settlement offer.

7. After a judgment has been obtained, propose and implement any subsequent steps necessary to satisfy the judgment.

8. Propose any other remedies as may be permissible by law.

9. If necessary, provide expert witness testimony as to the information contained in invoices, notices and other documents and any certificates, affirmations, affidavits and/or statements that the evidence is supported by the procedures and processes for toll collection and toll collection enforcement systems. This expert witness testimony shall supplement testimony available from

Authority representatives. The Authority must receive adequate notice that Counsel plans to retain experts on the Authority's behalf and obtain the Authority's written approval prior to such retention of experts.

10. Counsel's senior partner/partner in charge of representing the Authority shall hold conference calls with the Authority's General Counsel and Chief Revenue Management Officer and/or their designees as requested by the Authority,

11. Coordinate with court administrators as required.

12. Secure payment and forward the amount in full to the Authority, along with any order, judgment, settlement or other documentation that concludes the matter.

13. Allocate payment amounts according to settlement and communicate to client or CSC vendor to update the system of record (according to technical and business guidelines provided by the Authority).

TASK B. ADDITIONAL SERVICES

1. Notify the Authority contact a minimum of 3 calendar days prior to the dates scheduled for any trial, inquest, or other court hearing or proceeding.

2. Take additional measures to enforce and satisfy any order, judgment or settlement including levies against assets, liens placed against property, wages garnished, and any other steps as may be necessary and approved by the Authority.

3. Payment to the Authority shall be made via monthly wire transfer for all amounts collected along with formal documentation to include a monthly invoice and wire statement. The documentation must detail the payments obtained from any order, judgment or settlement so that amounts can be properly applied to the E-ZPass or Tolls by Mail account(s) and the Commissionable Rate and Intake fees can be paid to the Counsel.

4. Submit monthly reports detailing accounting reconciliations. Report format shall be submitted and approved by the Authority prior to use. These reports shall set forth to date, the status of each account, including but not limited to:

   a) total amount of tolls referred to Counsel to collect on each account and the period of time such tolls were incurred;

   b) total amount of violation fees referred to Counsel to collect and the period of time such violation fees were incurred;

   c) total amount of tolls collected and the period of time such collected tolls were incurred;

   d) the total amount of violation fees demanded and the period of time such demanded toll invoice fees violation fees were incurred;

   e) total amount of violation fees collected and the period of time such collected violation fees were incurred;

   f) total amount of tolls in trust;

   g) total amount of violation fees in trust;

h) total amount of tolls demanded and the period of time such demanded tolls were incurred;

i) total amount of tolls paid to the Authority and the period of time such tolls were incurred;

j) total amount of violation fees paid to the Authority and the period of time such violation fees were incurred;

k) total amount of tolls dismissed and the period of time such dismissed tolls were incurred;

l) total amount of violation fees dismissed and the period of time such dismissed violation Administrative Fees were incurred;

m) beginning and ending dates of the toll violations that Counsel is pursuing to collect;

n) total settlement amount, showing the amount of tolls and violation fees as well as when such tolls and violation fees were incurred. Counsel is required to collect all outstanding unpaid tolls.

5. Submit monthly reports detailing post-order, judgment, settlement or other resolution activity by account, including method of such activity and amounts recovered through these remedies.

6. Provide detailed violation data on customer notices and correspondence.

7. Manage information in a customer database, utilizing a database and accounting systems that are limited to referred accounts, that is structured for appropriate and efficient organization of information and supports the required reporting (outlined in item #4 above); and that contains provisions to ensure the confidentiality of the information.

8. SSAE-18 Type II Audit
   Counsel shall engage an independent auditor to perform an SSAE-18 Type II audit of their operations related to this Agreement and provide the resulting report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Counsel. Counsel shall be responsible for the selection of the audit firm, but the firm shall be a registered AICPA independent audit firm.

TASK C. BUDGET SUBMITTALS

As accounts are identified by the Authority, provide the Authority's Chief Financial Officer and the Chief Revenue Management Officer and/or their designees, with a proposed budget detailing Counsel's estimate of the commissionable Rate and Intake Fees associated with each matter to be undertaken by the Counsel at the inception of the Counsel's provision of legal services with respect to such matter. Counsel shall provide the Authority's Chief Financial Officer and the Chief Revenue Management Officer and/or their designees with a quarterly update of the project budget.

TASK D. ACCOUNT REFERRALS

Account files will be transferred to Counsel on a scheduled basis to be determined by the Authority and in a data format stipulated by the Authority. Pursuant to 2.2 above, while there is no guarantee that the Authority will request services to be performed by Counsel, the volume of referrals are anticipated to be approximately 200 accounts in the first year and ramp up year over as procedures and systems are established There is no guarantee the number of referrals will meet or exceed the estimates provided for

each year. Accounts that are placed with Counsel will be recalled from the Authority's collection vendor. Files will contain account information including:

a. Name
b. Account number
c. Date and time of unpaid toll invoice transactions and violations
d. Balance due on toll
e. Toll balance due on E-ZPass account or Tolls by Mail Account, if any
f. Dispute status, if any
g. Address fields
h. Violation number
i. Facility and lane violated
j. Late and/ or Violation fees balance due on E-ZPass account or Tolls by Mail Account, if any
k. Vehicle license plate number(s)
l. Actions taken to recover unpaid tolls (orders, judgments, settlements, etc.)
m. Payments received, if any
n. Negative Account Balance, if any
o. Date account went negative, if any
p. Authority Account Status: i.e.: Suspension; Registration Hold; Exclusion

Section 2.3 – Fee Proposal

All Proposers must provide an all-inclusive fee proposal by completing Attachment 1 – Fee Proposal, for accounts placed with the successful Proposer, calculated as:

- Commissionable Rate: A fixed percentage of all monies collected by the successful Proposer, and;

- Intake Fee Per Transaction: This fee is not mandatory. If the Proposer does not have an Intake Fee, the Proposer must indicate such on Attachment 1 – Fee Proposal, and;

- Expert Witness Testimony Hourly Rate

Such Fee Proposal shall incorporate all costs for providing all Legal Counsel Toll Collection services required in this RFP. The pricing proposed in Attachment 1 – Fee Proposal shall be for the entire term of the contract. Deviations will not be allowed.

Section 2.4 – Minimum Qualifications

Proposers will only be considered from firms that can demonstrate the following:

1. Proposer's experience in collection litigation for at least three (3) consecutive years immediately prior to the submission of proposal, with an emphasis on collection cases (collecting outstanding amounts).

2. Proposed staff, as appropriate, must have been admitted to practice law in the State of New York, be in good standing, and have at least three (3) years' experience in litigation collection cases in the courts of the State of New York. Counsels' location/headquarters will not have any bearing on the award. However, Counsel must be able to appear in court on behalf of the Authority in any proceedings, including trial and appeals.

3. Performed a conflict-of-interest check and certified that there does not exist any potential/actual conflict of interest with any current or reasonably foreseeable future client.

4. Have in place proper computer software expertise to establish method for secure file transfer, maintain information systems or database(s) (outlined in Task B - Item #7), generate reports such as those required herein, and proper internal computer and manual safeguards to protect the confidentiality of the information that the Authority will be providing to the Proposer.

5. Proposer must have a demonstrable track record of their experience in entity matching and management of account relationships

ARTICLE III – Proposal Requirements

Section 3.1 – Content of Proposal

The following is a list of the information that each Proposer must provide. The Authority reserves the right to, in its discretion, disqualify a proposal that does not include all of the information required below.

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; provided, however, that the fee proposal must be submitted in a separate envelope marked "Fee Proposal." Additional information, if any, must be submitted in a separate binder. No information beyond that specifically requested is required, and Proposers should keep their submissions to the shortest length consistent with making a complete presentation, not to exceed 50 pages. Such page limit shall apply to all information that must be submitted except the fee proposal and those materials required by paragraph C(6) and paragraph D of this Section.

A. Cover Letter – 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 duly 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) The identity of the key management and supervisory personnel who will be assigned to provide the services described to the Authority.

   5) 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.

6) 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.

B. Statement of Proposal – each proposal shall contain the following information regarding the services to be provided:

1) Proposer's Technical Approach to performance the services specified in Article II shall include, but not be limited to:

a. A detailed description of the proposed legal strategy that the proposer plans to follow with respect to representing the Authority;
b. Describe the types of monthly/quarterly reports proposer will generate to track the current status of services performed.
c. A staffing analysis for each task identified in Section 2.2 – Scope of Services. The staffing analysis shall include a typical work-flow model(s) sequencing the tasks as anticipated, staff to be assigned to each task, and estimated hours to be expended by said staff in performance of each task. For all additional tasks, other than those identified in Article II - Services Requested, provide a description of the task, and an explanation why it is required, and associated staffing.
d. Identify the type of computer support system/programs/databases used, including but not limited to those for identity resolution & maintenance, account management, document tracking, indexing, retrieval, and safeguarding, calendar/tickler system, cost tracking and controls, and other computer-based tools employed, and the benefits derived there from.
e. Describe the methodology to be either developed or utilized in prioritizing cases for pursuit.

2) Describe in detail your proposed Management Approach, to include, but not be limited to:

a. Internal management hierarchy to efficiently and effectively represent the Authority in performance of the proposed services, including tracking and controlling costs;
b. Procedures for keeping the Authority informed of progress, and related issues, including scheduled trial and inquest dates;
c. A description of the quality control/quality assurance measures employed by proposer.

3) Affiliates:

a. A complete list of Proposer's affiliates.

4) A Fee Proposal, as detailed in Section 2.3.

5) Documentation that demonstrates the Proposer meets the minimum qualifications specified in Section 2.4 above.

C. Statement of Qualifications – each proposal shall contain the following information regarding the Proposer's qualifications to provide such services:

1) A brief history and description of the Proposer's organizational structure including size, scope of services, capability and area(s) of specialization.

2) Detailed documentation of the Proposer's qualifications and experience related to the scope of work required by this RFP.

<u>General Information:</u>

a. List the Proposer's offices and the number of partners, of counsel, associates, paralegals, and non-attorneys by location.
b. If your firm is currently doing business, or has within the past 3 years done business, with the Authority, describe the services provides/provided.
c. As a law firm, certify that a *conflicts search* has been performed, and that any actual or potential conflict of interest in regard to having the Authority as a client, with respect to collection litigation, exists. Identify whether your firm (or any of your partners or associates) are, or have been, defendants or respondents in any litigation or agency action (e.g., disciplinary proceeding) relating to the provision of legal services, including malpractice claims.

<u>Firm Capabilities and Staffing:</u>

Describe your firm experience with collection litigation generally. Specifically, provide your firm expertise in handling and pursuing outstanding amounts owed to clients and your firm's trial experience in the State Courts in New York. Describe your representation of governmental entities or major corporations in collection litigation.

3) The resumes of key management and supervisory personnel who will be directly assigned to provide the services to the Authority and a description of the specific function each will perform. This information should include each individual's qualifying experience to perform the services assigned and his/her position and length of service with the Proposer.

<u>Staff Qualifications and Experience:</u>
Introduce key personnel, attorneys and paralegals, responsible for implementing the scope of work described Article II – Services Requested. Demonstrate their experience as required to perform the contemplated tasks and successfully represent the Authorities in litigation by highlighting their experience, including but not limited to:

a. Proposed Assigned Partner:
Provide a profile demonstrating the experience needed to supervise and properly provide the services set forth in Article II – Services Requested. Identify the types of litigation this attorney has managed in the past year. Clearly state how this Partner intends to supervise the work on this project while also currently managing other work. Include a percentage of time the Assigned Partner would dedicate to this Agreement as well as others. Provide a resume that details their educational background, chronological history of employment, and relevant licenses, and/or certifications.

b. Other Key Personnel Experience:
Detail the experience of the assigned attorneys that shall be responsible for the successful pursuit of toll violators; indicating their accomplishments in collection litigation, and in handling and pursuing outstanding amounts owed to clients. Attach a detailed resume for each individual that includes educational background, chronological history of employment, relevant licenses, and/or certifications. The resumes shall clearly identify the years of experience in the field related to the task that the individual will be responsible to perform.

Prepare and organizational chart that identifies the attorneys and paralegals assigned as well as their tasks, responsibilities, and reporting relationships.

4) A client list including a detailed description of the size, total dollar value, and specific services provided for each client to which the Proposer provided similar services within the past five (5) years; specify the name, address and telephone number of the individual responsible at the client organization for the supervision of such services.

5) A list of at least three (3) references.

Provide references (include contact information) who may be contacted to confirm Proposer's prior experience.

6) Copies of the Proposer's audited financial statements for the past two years. If a Proposer does not have audited financial statements, Proposer should submit any financial statements that it does have (e.g. lines of credit, statements compiled by an outside accounting firm, etc.) and any other information Proposer feels is pertinent in establishing the financial stability of its business/organization. Statements can be uploaded to a third-party website. If a Proposer has questions about what evidence of the Proposer's financial stability will be acceptable to the Authority, the Proposer should communicate with the Authority Contract Management Specialist named in Section 1.3.

D. Other Required Materials – each proposal must include the following required materials, completed in their entirety and executed by the individual or individuals who signed the cover letter and are authorized to bind the Proposer contractually:

1) New York State Finance Law §§ 139-j and 139-k Disclosure of Prior Non-Responsibility Determinations (Supplement 1) – New York State Finance Law § 139- k requires that Proposers disclose findings of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of New York State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity.

2) Certificate of Compliance with the Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence (Supplement 2) – New York State Finance Law § 139- j requires that Proposers certify that they have read, understand and agree to comply with the Authority/Corporation Policy Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence.

3) 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://onlineservices.osc.state.ny.us/Enrollment/login?0.

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. 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 or may contact the Authority or the Office of the State Comptroller's Help Desk for a copy of the paper form.

4) Vendor Assurance of No Conflict of Interest or Detrimental Effect (Supplement 3)

5) Conducting Business in Russia Certification (Supplement 4)

6) Gender-Based Violence and the Workplace Certification (Supplement 5), pursuant to Article VI, Section 6.13.

7) ST-220-CA New York State Department of Taxation and Finance Contractor Certification (Supplement 5) – Section 5-a of the New York State Tax Law, and regulations, bulletins and guidelines promulgated thereunder, require that the Authority collect this information for contracts with a value in excess of $100,000.

Section 3.2 – Submission of Proposal

A Proposer must submit one (1) signed in ink original (marked **ORIGINAL**) copy 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.

The Proposer's Fee Proposal must be in a separate, sealed envelope with one (1) signed in ink original (marked **ORIGINAL**). Proposers must also submit a copy of the Fee Proposal on a flash drive in PDF format in the same appropriately marked envelope. All boxes, packages and envelopes containing Fee Proposals shall be clearly labeled with Proposer's name and this RFP title and number (located on the title page of this RFP) and shall additionally be labeled with the notation "Fee Proposal".

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. Qualifications and experience of the Proposer.

B. Technical approach for the performance of the contemplated services.

C. Management approach for the performance of the contemplated services.

D. The qualifications, experience and availability of the Proposer's lead person(s) and other staff who would be assigned to provide services to the Authority.

E. Overall completeness, clarity, quality and responsiveness of the proposal to the RFP.

F. Fee Proposal

G. 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.

Criteria F and G 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.

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 New York State Thruway Authority ("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' Services 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. For the purposes of this procurement, goal(s) have been established and expressed as a percentage of the total contract/agreement amount as follows:

Minority/Women-Owned Business Enterprise – MWBEs

Minority/Women-Owned Business (MWBE) Overall Goal 30%

Service-Disabled Veteran-Owned Business Enterprise (SDVOB)

Service-Disabled Veteran-Owned Business 6%

Your attention is directed to the attached Exhibit 3 - New York State Certified Minority/Women/Service-Disabled Veteran-Owned Business Enterprises Goal Requirements and Procedures for Participation

Contractors are encouraged to contact the Authority's Bureau of Compliance at 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 are located on the Thruway website at: https://www.thruway.ny.gov/business/consultants/forms/index.html#dmwbe or online via the NYS Contract System "Workforce Audit".

Workforce Utilization/Gross Wages Reports are required to be electronically submitted on a quarterly basis to compliance@thruway.ny.gov or online via the New York State 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.

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 three years after commencement. The Authority shall have the option, in its sole discretion, to renew the Agreement for two additional 1-year terms.

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 - Insurance Conditions

Contractor shall, and shall require its subcontractors to, procure prior to commencement of work under the Agreement, and maintain until the Agreement is completed and the Authority has accepted all work performed thereunder, insurance of the kinds and in the amounts specified herein, covering all services

and operations under the Agreement, whether performed by Contractor or its subcontractors, in accordance with the following conditions:

A. Contractor Cost and Expense. All insurance required by the Agreement shall be obtained at the sole cost and expense of Contractor.

B. Insurer Qualifications. All insurance required by the Agreement shall be maintained with insurance carriers licensed to do business in New York State, and acceptable to the Authority, with an A.M. Best rating of "A-" or better. The Authority may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Notwithstanding the foregoing, nothing herein shall be construed to require the Authority to accept insurance placed with a non-authorized carrier under any circumstances.

C. Primary Insurance. All insurance required by the Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.

D. Certificates and Endorsements. Contractor shall furnish the Authority with certificate(s) of insurance on ACORD Form 25, accompanied by the Authority Supplemental Insurance Certificate (Exhibit [2 or 3] 1 – TA-W51343 (11/2017)), for each insurance carrier involved. Such certificate(s) shall be executed by a duly authorized representative of the insurance carrier, certifying such authorization and showing compliance with the Authority's insurance requirements set forth herein. Contractor shall furnish the Authority with a copy of each endorsement required herein. For work to be performed within New York State, proof of Workers' Compensation and Disability Benefits Insurance shall be indicated on the appropriate Workers' Compensation Board forms as listed in Section 6.6 F. below. Contractor shall submit all certificates in .PDF file format via e-mail to: InsuranceCompliance@Thruway.NY.GOV.

E. Notice of Cancellation, Nonrenewal or Material Alteration. All policies, by specific Endorsement, shall provide for written notice to the Authority no less than thirty (30) days prior to the cancellation, nonrenewal, or material alteration of any insurance policies referred to therein. Any such notice shall be sent by e-mail to: Insurancecompliance@thruway.ny.gov, attention Insurance Compliance Supervisor. Only in the event that such written notice cannot be delivered via e-mail, notice shall be sent to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.

F. Deductibles and Self-Insured Retentions. If insurance policies utilized for Authority projects contain deductibles or self-insured retentions (SIRs), they must be declared as such with applicable levels on the certificate(s) of Insurance and the Authority Supplemental Insurance Certificate. Insurance policies with Deductibles in excess of $100,000 will require review and approval by the Authority. Additional security or other requirements may be imposed at the sole discretion of the Authority. Any SIR will be subject to Section 6.5(G).

G. Authority Approval of Self-Insured Retentions. Insurance policies with Self-Insured Retentions (SIRs) must receive prior approval by the Authority. All applications for SIR approval must be submitted to the Authority's Office of Investments and Asset Management, indicate whether the program is administered by a third party, and contain a complete description of the program. SIR programs in excess of $100,000 must be administered by a third-party administrator and must also meet additional security requirements. The Authority, at its sole discretion, reserves the right to require Contractor to provide additional collateral, or to reject the use of an SIR by Contractor. Contractor will be solely responsible for all claims, expenses, and loss payments within the retention limit.

H. Copies of Insurance Documents. Contractor shall provide certified copies of all declarations, pages, or of the insurance policies themselves upon request by the Authority, and within twenty (20) days of such request.

I. No Waiver of Contractor's Insurance Obligations. Failure of the Authority to demand such certificates, policies, endorsements, or other evidence of full compliance with the Authority's insurance requirements, or failure of the Authority to identify a deficiency from evidence that is provided, shall not constitute or be construed as a waiver of Contractor's obligation to maintain such insurance.

J. Failure to Maintain or Provide Proof of Coverage. Failure to maintain the required insurance, and failure to provide proof of such coverage to the Authority at its request, may, in the Authority's sole discretion, result in termination of the Agreement, removal of any subcontractor, or in delay or stoppage of payments.

K. Evidence of Renewal or Replacement. At least two weeks prior to the expiration of any policy required by the Agreement, evidence of renewal or replacement policies of insurance with terms at least as favorable to the Authority as the required minimum amounts set forth in Section 6.6. must be submitted to the Authority by email to: Insurancecompliance@thruway.ny.gov, attention Insurance Compliance Supervisor. Only in the event that such certificates cannot be delivered via e-mail, notice shall be sent to: Insurance Compliance Section, Office of Investments and Asset Management, New York State Thruway Authority, P.O. Box 189, Albany, New York 12201-0189.

L. Adequacy of Required Insurance. By requiring insurance, the Authority does not represent that certain coverages and limits will necessarily be adequate to protect Contractor or its subcontractors, and such coverages and limits shall not be deemed a limitation on Contractor's liability under the indemnities granted to the Authority under any provision of the Agreement.

M. Waiver of Rights Against the State and Authority. Contractor shall, and shall require its subcontractors to, waive all rights against the State of New York, the Authority, and their respective agents, officers, directors, and employees, for recovery of damages to the extent these damages are covered by the Commercial General Liability ("CGL") policy, the Business Auto Policy or the Commercial Umbrella Liability policy, as required.

N. Authority Insurance Requirements. Contractor shall, and shall require its subcontractors to, provide a copy of the Authority's Insurance Requirements as set forth in Section 6.5 and Section 6.6 to its insurance producer(s) and insurance carrier(s).

O. Subcontractor Insurance. Contractor shall require that any approved subcontractors carry insurance with the same limits and provisions set forth herein.

Section 6.6 - Required Insurance Coverages

The specific types and amounts of insurance that Contractor must provide pursuant to the Agreement are set forth in this Section 6.6 as follows:

A. Commercial General Liability Insurance - Contractor shall maintain through a combination of Commercial General Liability (CGL) and Commercial Umbrella Liability insurance (see Section 6.6(B)), with no less than the following limits and coverages:

Agreement Value:	Occurrence	General Aggregate
Under $10 Million	$2,000,000	$2,000,000
$10 Million - $25 Million	$5,000,000	$5,000,000

$25 Million - $50 Million	$10,000,000	$10,000,000
Over $50 Million	$25,000,000	$25,000,000

- Products/Completed Operations Aggregate: (Equal to General Aggregate)
- Personal/Advertising Injury Liability: $1,000,000
- Fire Damage Legal Liability: $ 100,000
- Medical Expense: $ 5,000

CGL Insurance shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury, advertising injury, and contractual liability. The Authority and the State of New York shall be listed as primary and non-contributory additional insureds on the CGL, and as applicable, on the Business Automobile, and pollution liability policies required under Section 6.6(A), Section 6.6(B), and Section 6.6(D).

B. Commercial Umbrella Liability Insurance - When the limits of the CGL and business automobile liability policies procured are insufficient to meet the limits specified in Section 6.6(A) and Section 6.6(D), Contractor shall procure and maintain commercial umbrella liability insurance and/or excess liability policies with limits in excess of the primary; provided, however that the total amount of insurance coverage is at least equal to the requirements set forth in Section 6.6(A) and Section 6.6(D). Such policies shall be issued on a “follow form” basis of the primary policies.

The Authority and the State of New York shall be included as additional insureds, using ISO Additional Insured Endorsement CG 20 10 04 13 and CG20 37 04 13 or an equivalent, under the CGL and Commercial Umbrella Liability policies, as required.

As noted above, all insurance required by the Agreement shall be primary to any Authority insurance policy or Authority self-insurance program, which shall be excess and non-contributory.

C. Professional Liability or Errors and Omissions Insurance – With regard to the furnishing of any professional services in connection with the Agreement, Contractor shall procure and maintain professional liability or errors and omissions insurance to cover claims, damages, and losses that occur as a result of errors, omissions, malpractice, or breach of professional obligations by Contractor’s or its subcontractor’s furnishing of or failure to furnish such professional services; and such coverage shall be maintained with no less than the following limits:

Agreement Value:	Limit:
Less than $25 Million	$5,000,000
$25 Million or greater	$10,000,000

The professional liability insurance may be issued on a claims-made policy form provided that, at minimum, Contractor, shall purchase at its sole expense, coverage that provides for (a) reporting circumstances or incidents that may give rise to future claims and (b) tail coverage with an extended reporting period of no less than three (3) years after work is completed to cover events that occurred but were not reported during the term of the policy. If applicable, such professional liability or errors and omissions insurance shall cover any negligent act, error or omission in rendering or failing to render professional services required by the Agreement or in fulfillment of the Agreement arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or

the proportions of pollutants. Such insurance shall apply to professional acts, errors or omissions arising out of the scope of services covered by the Agreement.

D. Business Auto Liability Insurance - In order to cover any liability arising out of Contractor's use of any motor vehicle, whether owned, leased, hired, or non-owned, Contractor shall maintain Business Automobile Liability coverage, with no less than a $1,000,000 combined single limit.

If the Agreement involves the removal of hazardous waste or environmental exposures, pollution liability coverage equivalent to that provided under the ISO Broadened Pollution Liability Coverage for Covered Autos endorsement (CA 9948) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.

E. Privacy and Network Security (Cyber Liability) Insurance – the Contractor shall maintain Privacy and Network (Cyber Liability) insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data (4) denial of service for which the Insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system (5) loss of service for which the Insured is responsible that results in the inability of a third party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than ten million dollars ($10,000,000) per occurrence. This insurance shall provide coverage of not less than $1,000,000 for credit monitoring services.

F. Workers' Compensation & NYS Disability Benefits Insurance - The Agreement shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the term of the Agreement for the benefit of such employees as are required to be covered by the New York State Workers' Compensation/Disability Benefits Law. If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harborworkers' Compensation Act Endorsement must be provided. The Maritime Coverage Endorsement, on an "if any" basis, shall be attached to the policy. Contractor must provide proof of exemption, certified by the Workers' Compensation Board, to obtain a waiver from the requirements of this provision.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

1. C-105.2 – Certificate of Workers' Compensation Insurance;

2. U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund;

3. GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance; or

4. CE-200 – Certificate of Attestation of Exemption.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

1. DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law;

2. DB-155 – Certificate of Disability Self Insurance; or

3. CE-200 – Certificate of Attestation of Exemption.

Disability benefits coverage must also include a rider providing Paid Family Leave insurance in form and substance satisfactory to the Authority. Evidence of coverage shall be provided to the Authority and may be in the form of a Notice of Compliance provided by your insurance carrier stating that you have Paid Family Leave insurance. The Notice will include information about your carrier. If you are self-insured, you can get this notice by contacting the NYS Workers' Compensation Board at certificates@wcb.ny.gov.

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. <u>Survival</u>

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 is 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 – 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 6.12 – 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 6.13 – Gender-Based Violence Workplace Policy Requirement

New York State Finance Law §139-M requires proposers on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.

- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.

- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.

- **Offer Implementation Support:** The NYS Office for the Prevention of Domestic Violence ("OPDV") is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

Proposers **must** complete and include Supplement 5 - Gender-Based Violence and the Workplace Certification with their proposal submission. By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

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 – Public Work Projects

All contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. The required Certificate of Contactor Registration should be submitted with all eligible projects.

Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects and roadway excavations.) The law defines a "contractor" as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication. The law defines "subcontractor" as any entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Section 6.16 – 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 6.17 – 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 their continuing legal authority to do business in New York State and integrity, experience, ability, prior performance, and organizational and financial capacity.

Section 6.18 – 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 6.19 – (Intentionally Omitted)

Section 6.20 – 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**.** Contractor must complete and submit Exhibit 2 Authority Supplemental Insurance Certificate to the Authority prior to commencement of work under the Agreement. Proposer must complete and submit Supplements 1, 2, 3,4 and 5 and Attachment 1 with its proposal.

Appendix A	Standard Clauses
Appendix B	Inventions Policy
Appendix D	Network Connection Requirements (TAP-372)
Exhibit 1	Thruway Authority Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence
Exhibit 2	Authority Supplemental Insurance Certificate (TA-W51343)
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 Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russa

Supplement 5 Gender-Based Violence and the Workplace Certification

Supplement 6 ST-220-CA New York State Department of Taxation and Finance Contractor Certification

Attachment 1 Fee Proposal

APPENDIX A

Standard Clauses for New York State

Thruway Authority Contracts

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 B

Inventions Policy

GENERAL POLICY	SECTION TITLE **POLICIES – ADMINISTRATIVE**	NUMBER **25-1-10**
APPROVED **BOARD MEETING NUMBER: 651** **RESOLUTION NUMBER: 5519** **DATE: July 6, 2006**	SUBJECT **INVENTIONS – THRUWAY AUTHORITY**	

GENERAL POLICY

A. PURPOSE

The New York State Thruway Authority ("Authority") recognizes that inventions of value to the public will be made by persons working in its facilities. The purpose of this Policy is to encourage creativity and to take appropriate steps to ensure that the public receives the benefits of inventions conceived or reduced to practice by Authority employees and contractors. Appropriate steps include identifying inventions, securing appropriate patents and copyright registrations, and marketing inventions through licensing and other arrangements. These activities are undertaken in a spirit of cooperation with governmental agencies, private enterprise and staff as part of the Authority's mission and statutory obligations.

B. SCOPE

This Policy shall apply to all of the Authority's employees and contractors, provided that nothing herein shall preclude the contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project in the course of the contractor's business.

C. POLICY

All inventions, as defined below, shall be the property of the Authority. The inventor, when so instructed by Authority officials, shall make timely application for statutory protection (such as patent, copyright or similar forms of protection) of an invention at the Authority's expense. The inventor shall assign all resulting statutory protection to the Authority. Additionally, the Authority shall have all rights to all inventions conceived or reduced to practice in the course of projects under contract to the Authority.

1. Invention

For the purposes of this Policy, an "invention" shall include products, technical innovations, improvements, inventions, discoveries, devices, methods, computer software, videos, as well as writings and other information in various forms not generally known, whether or not protectable by patent or copyright, when they result from Authority work performed by the inventor, or when they are conceived or reduced to practice by persons using Authority equipment, facilities, time, material, money or personnel.

2. Inventor

An inventor is an employee, former employee, contractor or former contractor of the Authority who conceives of an invention, as defined above, or who reduces such invention to practice. The intent of this Policy is to include former employees and former contractors as inventors with respect to inventions they conceived or reduced to practice while employed by, or under contract to, the Authority.

D. IMPLEMENTING PROVISIONS

1. Disclosure of Invention

Inventions are considered trade secrets of the Authority and are thereby designated as confidential. Inventions must be promptly disclosed to the Authority and shall not be published or disclosed to anyone outside the employ of the Authority without written permission from the Authority.

2. Copyright

The inventor, or author, when so instructed by the Authority or when the inventor, or author, deems it appropriate, shall put a copyright notice on computer software, written procedures, manuals, videos and other information in various forms by including the word "Copyright", the year of first publication and "New York State Thruway Authority" on the material.

3. Ownership of Patents and Copyrights

The inventor shall assign all inventions, applications for patent protection, copyrights and registrations to the Authority and shall execute all other required documents to pursue applications and to vest title in the Authority. The processing costs for obtaining patent or copyright protection shall be the responsibility of the Authority (except see 4 below). When a question is raised regarding ownership of an invention, the matter shall be referred to the Executive Director of the Authority or the Executive Director's designee. The Executive Director or designee shall review the circumstances under which the invention was made. If the Executive Director or designee determines that the invention is not covered by this Policy, the Authority will assert no claim to the invention and will advise the inventor accordingly in writing.

4. Release of Invention to Inventor

The Executive Director or designee will decide whether or not to patent and whether or not to commercialize any invention. The inventor will be notified if it is determined that the Authority will not apply for patent protection for an invention. The inventor may then request in writing that the invention be released. If the request is granted, all of the Authority's rights to the invention shall be released to the inventor, subject to a reservation by the Authority of a nonexclusive, irrevocable, paid-up license to practice or use the invention or to have the invention practiced or used on behalf of the Authority. Such license shall include the right to grant sublicense(s) to other government entities. The inventor may then apply for patent protection at the inventor's own expense.

5. Administration of Policy

The Executive Director may interpret, implement and administer this Policy, including the development of operational and/or administrative procedures necessary to carry out its intent. In addition, the Executive Director or designee shall have the authority to waive the application of all or any portion of this Policy where it is in the Authority's best interests. Any such waiver shall be in writing.

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.

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.

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.

EXHIBIT 1

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

TAP-335 (11/2020)

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[1] 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[2] 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;

---

[1] 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.

[2] 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, 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, 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.

EXHIBIT 2

Authority Supplemental Insurance Certificate

TA-W51343 (11/2017)

NEW YORK STATE OF OPPORTUNITY | Thruway Authority

SUPPLEMENTAL INSURANCE CERTIFICATE

This form supplements ACORD 25 CERTIFICATE OF LIABILITY INSURANCE documentation as required by the NYSTA. For additional information, please contact the NYSTA's Insurance Compliance Section at (518) 436-2891.

Insured: _____

All Work under NYSTA Project/Agreement/Permit No.: _____
(If NYSTA Permit, leave blank unless Permit No. is known)

Complete/check appropriate boxes:

	Yes	No
I. **Commercial General Liability (CGL) Insurance - Policy No.** _____		
a. Does the General Aggregate reflect a per-project aggregate endorsement (CG 25 03 05 09 or equivalent)?	☐	☐
b. Does the CGL provide coverage for:		
1. Explosion, Collapse and Underground Hazards (XCU)?	☐	☐
2. Products & Completed Operations Liability?	☐	☐
3. Additional Insureds for claims involving injury to employees of the Named Insured or subcontractors?	☐	☐
4. Is Cross liability in the ISO GL policy (i.e., Insured vs. Insured suits) excluded?	☐	☐
If "No", is Cross liability in the ISO GL policy restricted?	☐	☐
5. Property damage to work due to Independent contractor's (subcontractor's) operations?	☐	☐
c. Is the CGL policy written on ISO form CG 00 01 04 13 or an equivalent form?	☐	☐
II. **Workers' Compensation - Policy No.** _____		
a. Does Workers' Comp. apply to federally-regulated employment (i.e., Jones Act, USL&H)?	☐	☐
b. Is Workers' Comp. from a New York State authorized insurer?	☐	☐
c. If sole proprietorship, partnership, or corporation with one or two shareholders, is Workers' Comp. coverage provided for owners?	☐	☐
III. **Environmental Insurance (EI)** (including Asbestos & Lead Abatement) - **Policy No.** _____		
Professional Liability Insurance (PLI) (including Errors & Omissions) - **Policy No.** _____		
a. Do EI defense costs reduce liability limits?	☐	☐
b. If EI is on a claims-made basis, what is the retroactive date? _____		
c. Do PLI defense costs reduce liability limits?	☐	☐
d. If PLI is on a claims-made basis, what is the retroactive date? _____		
IV. **Mandatory Endorsements and Other Provisions** (all policies including auto liability)		
a. Is the NYSTA listed as an Additional Insured by ISO endorsement CG 20 10 04 13 and CG 20 37 04 13 or an equivalent, under the CGL and Umbrella policies?	☐	☐
b. Are the Umbrella and/or Excess Liability insurance policies issued on a "stand alone" or "follow form basis" to the primary CGL, Commercial Auto and/or Employer's Liability? Identify for each policy:		

	Stand Alone	Follow Form	No Policy
Umbrella Policy No._____	☐	☐	☐
Excess Policy No. _____	☐	☐	☐

	Yes	No
c. Are all policies endorsed to provide 30 days advance notice to the NYSTA of termination/material change, except for non-payment/cancellation?	☐	☐
If "No", identify policies that are not endorsed: _____		
d. Do any of the policies on the attached ACORD 25 contain a Deductible (D) or Self-Insured Retention (SIR)?	☐	☐
If "Yes", indicate the specific policy, whether D or SIR, its amount, and whether it is on a per claim, per occurrence or aggregate basis: _____		
e. Is the Automobile Liability policy endorsed to include ***either*** ISO endorsement CA 99 48 03 06 - Pollution Liability - Broadened Coverage for Covered Autos-Business Auto, Motor Carrier and Truckers Coverage Forms ***or*** ISO endorsement CA 00 12 03 06 - Truckers Coverage Forms?	☐	☐

This certificate is issued as a matter of information only. The information provided herein accurately describes the policies listed above; and does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed above. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

Signed: _____ Date: _____

Print Name: _____

☐ Insurer's Agent

Title: _____ ☐ Insurance Broker

Firm Name: _____

Mailing Address: _____ Fax No.: ( ) -

_____ Email: _____

SUPPLEMENT 1

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

TA-W3053 (04/2019)

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: _____

_____

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):

_____

_____

_____

_____

_____

_____

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

TA-W2111 (04/2019)

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. 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.

Contract No.	Description
Vendor/Firm Name	Telephone No.
Print Name	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.

_____
Name of Firm

_____
Name of Signatory

_____
Title of Signatory:

_____
Signature:

_____
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

Gender-Based Violence and the Workplace Certification

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this certification, each person signing on behalf of any organization certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that they have and have implemented a written policy addressing gender-based violence and the workplace.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

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

If the organization cannot make the above certification, they must provide a statement with their bid detailing the reasons therefor:

_____

_____

SUPPLEMENT 6

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

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

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

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

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

(Mark an **X** *in only one box)*

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

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

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

Sworn to this____ day of _____, 20 _____

_____ _____
(sign before a notary public) *(title)*

Instructions

General information

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

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

When to complete this form

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

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ____ day of _____ in the year 20___ , before me personally appeared_____ ,

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

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

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

☐ (If a corporation): _he is the_____

of_____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of_____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

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

_____
Notary Public

Registration No.
_____

Privacy notification

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

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

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

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

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

Need help?

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

Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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

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

ATTACHMENT 1

Fee Proposal

Attachment 1
FEE PROPOSAL

Proposer Name:_____

All Proposers must provide an all-inclusive fee proposal for files placed with the successful proposer. Such fee proposal shall incorporate all costs for providing all Legal Counsel Toll Collection services required in the RFP. The costs listed below shall be fixed for the entire term of the contract.

Proposer must complete all fields highlighted in blue.

Item	Cost	Annual Volume[1]	Total Annual Cost
Commissionable Rate (Fixed percentage of all monies collected by the successful Proposer)	_____%	$500,000	$
Intake Fee Per Transaction[2]	$_____	400	$
Expert Witness Testimony Hourly Rate	$_____ (hourly rate)	5 hours	$

TOTAL FEE PROPOSAL: $_____
(total annual cost for each item multiplied by 5 years)

[1] The annual volume is for evaluation purposes only, it does not reflect actual volume and is not a guarantee of volume.
[2] This fee is not mandatory, if proposer does not have an intake fee, proposer must indicate such by entering $0.00.

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

_____ _____ _____
Print Name Signature Date