

# **ATTACHMENT 1**

**Director & Officers/EPL/Professional Liability Insurance Broker**  
**SCOPE OF SERVICES**

**OBJECTIVES**

In support of OWNER's Directors' & Officers'/Employment Practices/Employed Lawyers' Liability and Professional Liability Insurance Programs, the broker shall provide the following services:

**2.1 Scope of Services**

The BROKER will secure for the OWNER a comprehensive and cost-effective program of Directors' & Officers'/Employment Practices/Employed Lawyers' Liability or Professional Liability Insurance and will provide services in support of that program.

The BROKER will gather and develop information about the OWNER's operations sufficient to accurately and knowledgeably market OWNER's program to insurance carriers.

Following placement of coverage, the CONSULTANT will oversee the administration of the policy(ies) following placement of coverage, including but not limited to issuance of accurate and legally enforceable insurance policies through financially responsible insurance carriers, premium billing, preparation of Certificates of Insurance, and additional marketing efforts as renewals or other circumstances may require.

The BROKER will provide as-needed risk management consulting services as needed. These services will include, but are not limited to, providing technical advice and/or expertise as it relates to the Directors' & Officers', Employment Practices, Employed Lawyers' or Professional Liability exposures, proactively providing information and updates on market conditions and trends, working with the OWNER's staff as needed to enhance internal and external risk transfer and control programs and providing other services as may be requested and mutually agreed by the BROKER.

The BROKER will actively work as a liaison for the OWNER in reporting all potential and/or pending claims to the insurer's claims department on behalf of the OWNER, represent and advocate for OWNER's interests in all interactions with the insurance adjuster(s), claims representative(s), and attorney(s) as necessary or requested by the OWNER, and assist the OWNER in responding to coverage issues raised by the insurers.

Working through an internal staff and/or the carrier's staff, as applicable, the BROKER will establish claims reporting procedures and benchmarks by which to measure carrier performance, advise as to best practices for dealing with external and internal stakeholders in the event of a loss, and provide loss summary information in writing for the life of the policy(ies).

Services provided by the BROKER shall include, but not be limited to, the following:

1. Program Placement, including taking the program(s) to market and securing placement with carriers of appropriate size and financial strength on policy forms with terms and conditions that are equal to or better/broader than the terms and conditions of the expiring policies, seeking to enhance coverage for areas of risk to the OWNER with minimum impact on premiums.
2. Represent the OWNER in all discussions and transactions with insurers, provided that the BROKER shall never place an insurance policy on behalf of the OWNER unless authorized to do so in writing by the OWNER.
3. Continue to develop a strong understanding of the various operations of the OWNER to ensure that the program provides appropriate insurance coverage.
4. Identify issues and exposures, potential gaps in coverage and potential program improvements that are specific to the OWNER's operations and, as appropriate, bring those to the attention of the OWNER.
5. Negotiate with insurers on behalf of the OWNER, and its clients, as applicable, keeping the OWNER informed of significant developments resulting from those negotiations.
6. Provide coverage summaries for all newly placed or renewed policies along with updates explaining any changes to existing coverage.
7. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverage.
8. Provide written reports to the OWNER of significant changes and/or trends in the insurance marketplace including an analysis of potential risks specific to the OWNER's operations and provide the OWNER with an annual forecast of market conditions.
9. Monitor published financial information of the OWNER's current insurers and alert the OWNER when the status of one or more of those insurers falls below the BROKER's minimum financial guidelines, including recommendation actions for the OWNER's consideration.
10. Provide a customer service status report as requested summarizing the services provided to date, plans for additional services going forward, and any recommendation(s) for the overall liability insurance program.
11. Present a written recommended plan for program renewal/marketing approximately 120 days prior to the policy expiration, including timelines and assignments.
12. Represent the OWNER in any discussions with the insurance carrier in the event of any questions regarding the interpretation of the insurance policy placed by the BROKER.

13. Meet with the OWNER's key personnel as necessary to discuss strategy and open items.
14. Process or facilitate the processing of certificates of insurance for policies that the BROKER has placed, as requested by the OWNER and pursuant to state law.
15. Report or assist the OWNER in reporting a potential claim to all carriers in the program upon being advised of a potential claim by the OWNER regardless of policy triggers, retention/deductible erosion, or other factors, unless otherwise directed by OWNER. Assistance shall include, but not be limited to, securing necessary paperwork or electronic access, advising as to the content of reports/correspondence, filing reports with the carrier(s) as requested by the OWNER, and validating receipt by the carrier(s) with appropriate written confirmation.
16. Monitor the progress of potential claims to ensure regular updates are provided to carriers or the OWNER, as applicable.
17. Assist the OWNER in interpreting and, where applicable, responding to opinions, coverage decisions, and correspondence from insurance carriers and/or their representatives.
18. Advise OWNER regarding new and emerging risks and provide insight regarding potential and changing exposures that are specific to the OWNER's operations and Directors' & Officers', Employment Practices, Employed Lawyers' or Professional Liability insurance services.
19. Assist the OWNER as requested in analyzing risk, as well as controls in place to mitigate or eliminate risk.
20. Provide advice regarding changes to improve the associated risk control programs.
21. Assist OWNER in accessing other or additional Directors' & Officers', Employment Practices, Employed Lawyers' or Professional Liability related services and insurance policies, as requested.

# **ATTACHMENT 2**

## SAMPLE CONTRACT

A Contract is hereby made by and between the Dormitory Authority of the State of New York (“**DASNY**”), having its principal office and place of business at 515 Broadway, Albany, New York, 12207-2964, hereinafter referred to as DASNY and \_\_\_\_\_, whose office is located at \_\_\_\_\_ hereinafter referred to as the CONSULTANT.

**WHEREAS**, DASNY has solicited bids for Director & Officers/Employment Practices/Employed Lawyers’ Liability and Professional Liability Insurance Brokerage Services as set forth in the Information for Bidders dated [ ] (the “**Bid**”);

**WHEREAS**, the CONSULTANT submitted a proposal in response to the BID (the “**Proposal**”)

**WHEREAS**, pursuant to the BID process, the CONSULTANT was selected to provide the Director & Officers/Employment Practices/Employed Lawyers’ Liability and Professional Liability Insurance Brokerage Services;

**WHEREAS**, the OWNER has requested the CONSULTANT to provide Director & Officers/Employment Practices/Employed Lawyers’ Liability and Professional Liability Insurance Brokerage Services, hereinafter referred to as the Project;

**WHEREAS**, DASNY has requested the CONSULTANT and the CONSULTANT has agreed to provide Director & Officers/Employment Practices/Employed Lawyers’ Liability and Professional Liability Insurance Brokerage Services;

**NOW, THEREFORE**, DASNY and the CONSULTANT hereby mutually covenant and agree as follows:

### **ARTICLE I: CONSULTANT’S SERVICES**

The CONSULTANT has agreed to provide Director & Officers/Employment Practices/Employed Lawyers’ Liability and Professional Liability Insurance Brokerage Services of the type and nature set forth in **Attachment “B”**, entitled **SCOPE OF SERVICES**, which is attached to and made a part hereof.

### **ARTICLE II: TERM**

The term of this Contract shall commence on May 1, 2024 and shall expire on April 30, 2029 (the “Term”). The Term may be extended by mutual agreement of the parties. DASNY may terminate this Contract prior to the expiration of the Term upon 30 days prior written notice to the CONSULTANT.

### **ARTICLE III: FEE/PAYMENT SCHEDULE**

The Payment/Fee Schedule – Director & Officers/Employment Practices/Employed Lawyers’ Liability and Professional Liability Insurance Brokerage Services, as described in the Fee Payment Schedule is set forth as **Attachment “A”**, attached hereto.

**ARTICLE IV: INSURANCE**

A. The CONSULTANT shall purchase at its own expense and maintain throughout the Term, from a company or companies licensed or authorized to do business in New York State, or otherwise acceptable to DASNY, insurance policies containing the following types of coverages and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of services under this Contract or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable. The CONSULTANT shall not provide services under this Contract until the CONSULTANT has obtained all the insurance required under this Article:

(i) Workers' Compensation Law Requirements

(a) Workers' Compensation (including occupational disease) and Employer's Liability New York Statutory Endorsement with a minimum limit of one million Dollars (\$1,000,000) as evidenced by **ONE** of the following (**ACORD certificates are not acceptable**):

- (1) C-105.2 (September 2007, or most current version) - Certificate of Workers Compensation Insurance. The insurance carrier will provide a completed form as evidence of in-force coverage.
- (2) U-26.3-Certificate of Workers Compensation Insurance from the State Insurance Fund. The State Insurance Fund will provide a completed form as evidence of in-force coverage.
- (3) GSI-105.2/SI-12-Certificate of Workers Compensation Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office or the contractor's Group Self Insurance Administrator will provide a completed form.

(b) Disability Benefits

- (1) DB-120.1 (May 2006, or most current version) – Certificate of Insurance Coverage under the NYS Disability Benefits Law. The insurance carrier will provide a completed form as evidence of in-force coverage.
- (2) DB-155-Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form.
- (3) CE-200-Certificate of Attestation of Exemption. (Note: This form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. DASNY will *not* accept this as an exemption from providing Workers' Compensation Insurance.) The Certificate may be

obtained from the NYS Workers Compensation Board's website at [www.wcb.state.ny.us/content/main/forms.htm](http://www.wcb.state.ny.us/content/main/forms.htm). The CE-200 cannot be used for multiple projects. Therefore, a new form will have to be completed prior to award of any subsequent contracts.

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

- (ii) Commercial General Liability which names DASNY, and the State of New York as additional insureds with per-occurrence and aggregate limits of not less than two million Dollars (\$2,000,000.00) per occurrence and not less than four million Dollars (\$4,000,000) aggregate. The CONSULTANT shall list any deductible or SIR and provide a copy of the endorsement.

Coverage shall include Blanket Contractual liability covering all indemnity agreements, including all indemnity obligations contained in this Contract, and Products Liability and Completed Operations Aggregate limit of \$2,000,000 per occurrence and \$4,000,000 aggregate for a term of no less than three (3) years.

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Policy or policies must be written or endorsed to be primary and non-contributory as respects the coverage afforded the Additional Insureds and such policy shall be primary to any other insurance maintained by DASNY. Any other insurance maintained by DASNY shall be excess of and shall not contribute with the CONSULTANT's or its subconsultant's or subcontractor's insurance, regardless of the "other insurance" clause contained in DASNY's own policy of insurance.

- (iii) Commercial Comprehensive Automobile Liability and Property Damage covering all owned, leased, hired and non-owned vehicles used in connection with the Work with combined single limits of not less than one million Dollars (\$1,000,000.00) each person/each accident for bodily injury and property damage.

Umbrella and/or Excess Liability policies used to comply with CGL, Automobile Liability and Employers Liability limits shown above may be warranted to be in excess of limits provided by primary CGL, Automobile Liability and Employer's Liability.

- (iv) Technical Errors and Omissions/Professional Liability Insurance and Cyber Risk Insurance with a limit of not less than Ten Million Dollars (\$10,000,000) and subject to a deductible, or self-insured retention, of not more than Ten Million Dollars (\$10,000,000) per claim. Such policy(ies) shall include the Dormitory Authority – State of New York as Additional Insured with respect to claims brought by third parties in connection with work performed by the Proposer. Such policy(ies) shall also remove any



exclusion that restricts or eliminates coverage for claims brought by DASNY against the Proposer that would otherwise be covered by the policy. The cyber risk policy shall provide coverage for any incremental costs incurred by DASNY to investigate and remediate any data breach that may have exposed DASNY's data. The policy should provide third party coverage for both DASNY and our clients.

- B. Prior to award of Contract, two Certificates of Insurance must be submitted and approved by DASNY prior to the commencement of the Term. It is further agreed that if the insurance policy's term stated on the certificate expires, it is the responsibility of the CONSULTANT to provide an updated certificate of insurance to Contracts Unit 30 days prior to expiration of the insurance. Certificates shall provide 30 days written notice to DASNY prior to the cancellation, non-renewal, or reduction in the limits of liability of any policy. Upon request, the CONSULTANT shall furnish DASNY with certified copies of each policy. Certificates are to be forwarded to:

Purchasing Unit  
DASNY  
515 Broadway  
Albany, New York 12207-2964

Certificate(s) of Insurance, when submitted to DASNY, constitute a warranty by the CONSULTANT that the insurance coverage described is in effect for the policy term shown and will provide insurance for the life of the Contract Term.

Should the CONSULTANT engage a subconsultant or subcontractor, the same conditions as are applicable to the CONSULTANT under these insurance requirements shall apply to each subconsultant or subcontractor of every tier.

- C. All insurance required to be procured and maintained must be procured from insurance companies licensed to do business in the State of New York and rated at least B+ by A.M. Best and Company or meet such other requirements as are acceptable to DASNY.
- D. Should the CONSULTANT fail to provide or maintain any insurance required by this contract, DASNY may, after providing written notice to the CONSULTANT, purchase insurance complying with the requirements of this Article and charge back such purchase to the CONSULTANT.
- E. At any time that the coverage provisions and limits on the policies required herein do not meet the provisions and limits set forth above, the CONSULTANT shall immediately notify DASNY.
- F. Notwithstanding any other provision in this Article, DASNY may require the CONSULTANT to provide, at the expense of DASNY, any other form or limit of insurance necessary to secure the interests of DASNY.
- G. Neither the procurement nor the maintenance of any type of insurance by DASNY, the CONSULTANT, its subconsultants, or subcontractors shall in any way be

construed or deemed to limit, discharge, waive or release the CONSULTANT from any of the obligations or risks accepted by the CONSULTANT or to be a limitation on the nature or extent of said obligations and risks of the CONSULTANT.

- H. This Contract may, at the sole option of DASNY, be declared void and of no effect if the CONSULTANT or any subcontractor or subconsultant fails to comply with the provisions of this Article.
- I. The CONSULTANT and its subconsultants or subcontractors shall not violate, or permit to be violated, any term or condition of their insurance policies, and shall at all times satisfy the safety requirements of DASNY and of the insurance companies issuing such policies.

**ARTICLE V: HOLD HARMLESS**

The CONSULTANT hereby agrees to indemnify and hold harmless DASNY or DASNY's members, officers, employees, or representatives, against all claims arising out of the negligent acts, alleged negligent acts, or failure to act, by the CONSULTANT and shall pay any judgment or expense, including interest, imposed against any of them for injury, wrongful death or property damage, and to defend and pay the costs and expenses thereof, any action, proceeding or lawsuit brought against the parties indemnified and held harmless herein.

Upon the conclusion of any such action, proceeding or lawsuit, should a final binding determination of responsibility be made which allocates responsibility to DASNY, or DASNY's members, officers, employees, or representatives, DASNY agrees that the obligation to indemnify and hold harmless shall not be applicable to the portion of any money judgment for which DASNY is responsible, and DASNY agrees to pay the CONSULTANT the percentage of defense costs which the CONSULTANT incurred based upon an apportionment of DASNY's allocated responsibility.

**ARTICLE V: DASNY'S RIGHT TO AUDIT AND INSPECT RECORDS**

The CONSULTANT shall maintain and shall keep for a period of six years after the date of expiration of the Term, all records and other data relating to Consulting Services provided under this Contract. DASNY shall have the right to inspect and audit such records.

**ARTICLE VI – CONTINUING INTEGRITY**

The CONSULTANT shall at all times during the Contract Term remain responsive and responsible. The CONSULTANT shall also monitor each subconsultant or subcontractor for responsiveness and responsibility at all times during the Contract Term. The CONSULTANT agrees, if requested by the President of DASNY or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. The CONSULTANT shall immediately notify DASNY of any material or adverse information pertaining to the CONSULTANT or any subconsultant, regardless of tier.

The President of DASNY or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers

information that calls in to question the responsibility of the CONSULTANT. In the event of such suspension, the CONSULTANT will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the CONSULTANT shall comply with the terms of the suspension order. CONSULTANT Services may resume at such time as the President of DASNY or his or her designee issues a written notice authorizing a resumption of performance under this Contract.

Notwithstanding any other provision of this Contract, upon written notice to the CONSULTANT, and a reasonable opportunity to be heard with the appropriate DASNY officials or staff, the Contract may be terminated by the President of DASNY or his or her designee at the CONSULTANT's expense where the CONSULTANT is determined by the President of DASNY or his or her designee to be non-responsible. In such event, the President of DASNY or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for the breach.

In selecting a subcontractor, the CONSULTANT shall consider whether the proposed subcontractor appears on any list of entities debarred or suspended from doing business with a government entity, including the current list of companies or individuals that have been declared ineligible to receive Federal contracts published by the System for Award Management. The CONSULTANT shall not subcontract with any entity on the "List of Employers Ineligible To Bid On Or Be Awarded Any Public Contract", published by the NYS Department of Labor Bureau of Public Work. The CONSULTANT shall not subcontract with any entity on the debarment list published by the NYS Workers' Compensation Board pursuant to Section 141-b of the NYS Workers' Compensation Law. The CONSULTANT shall not subcontract with any entity on the list of "Non-Responsible Entities" maintained by the NYS Office of General Services pursuant to Executive Order No. 192.

In selecting a subcontractor, the CONSULTANT shall also consider whether the proposed subcontractor has legal authority to do business in New York State and possesses the integrity, experience, qualifications, and organizational and financial capacity to perform Consulting Services under this Contract.

**IN WITNESS WHEREOF**, DASNY and the CONSULTANT have executed this Contract on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

515 Broadway  
Albany, NY 12207-2964

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

[                    ]

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ACKNOWLEDGMENT OF DASNY OFFICER EXECUTING CONTRACT**

STATE OF NEW YORK )  
COUNTY OF ALBANY ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_, DASNY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of said corporation.

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

**ACKNOWLEDGMENT OF CONSULTANT**

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

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_, DASNY, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by authority of the Board of said corporation.

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

**ATTACHMENT A  
PAYMENT SCHEDULE**

The CONSULTANT shall be compensated for its Services though commission paid by insurers and approved by the OWNER for the term of the policy as defined as Article II of this Contract. The CONSULTANT shall disclose any commission to be collected by the CONSULTANT or its affiliates to OWNER in writing prior to each policy placement, and the OWNER shall promptly provide its approval in writing.

The CONSULTANT may be required to disclose any or all sources of revenue to be earned by the CONSULTANT and/or its affiliated organizations, including any subconsultant, in association with the placement of the insurance program and any services to be provided in support of that program. The OWNER reserves the right to approve both the form and amount of that compensation.

CONSULTANT agrees to submit invoices in the form and content required by DASNY, at no additional charge, including without limitation electronic submission in accordance with any new software and/or electronic invoice submission process or platform now or hereafter implemented by DASNY. All invoices (electronic or otherwise) must be submitted within 30 days of the end of the applicable billing cycle, which shall be monthly (unless otherwise agreed to in writing).

**ATTACHMENT B  
Scope of Services**

**Director & Officers/EPL/Professional Liability Insurance Broker**

**OBJECTIVES**

In support of OWNER's Directors' & Officers'/Employment Practices/Employed Lawyers' Liability and Professional Liability Insurance Programs, the broker shall provide the following services:

**2.1 Scope of Services**

The BROKER will secure for the OWNER a comprehensive and cost-effective program of Directors' & Officers'/Employment Practices/Employed Lawyers' Liability or Professional Liability Insurance and will provide services in support of that program.

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The BROKER will actively work as a liaison for the OWNER in reporting all potential and/or pending claims to the insurer's claims department on behalf of the OWNER, represent and advocate for OWNER's interests in all interactions with the insurance adjuster(s), claims representative(s), and attorney(s) as necessary or requested by the OWNER, and assist the OWNER in responding to coverage issues raised by the insurers.

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policies, seeking to enhance coverage for areas of risk to the OWNER with minimum impact on premiums.

2. Represent the OWNER in all discussions and transactions with insurers, provided that the BROKER shall never place an insurance policy on behalf of the OWNER unless authorized to do so in writing by the OWNER.
3. Continue to develop a strong understanding of the various operations of the OWNER to ensure that the program provides appropriate insurance coverage.
4. Identify issues and exposures, potential gaps in coverage and potential program improvements that are specific to the OWNER's operations and, as appropriate, bring those to the attention of the OWNER.
5. Negotiate with insurers on behalf of the OWNER, and its clients, as applicable, keeping the OWNER informed of significant developments resulting from those negotiations.
6. Provide coverage summaries for all newly placed or renewed policies along with updates explaining any changes to existing coverage.
7. Review policies and endorsements for accuracy and conformity to specifications and negotiated coverage.
8. Provide written reports to the OWNER of significant changes and/or trends in the insurance marketplace including an analysis of potential risks specific to the OWNER's operations and provide the OWNER with an annual forecast of market conditions.
9. Monitor published financial information of the OWNER's current insurers and alert the OWNER when the status of one or more of those insurers falls below the BROKER's minimum financial guidelines, including recommendation actions for the OWNER's consideration.
10. Provide a customer service status report as requested summarizing the services provided to date, plans for additional services going forward, and any recommendation(s) for the overall liability insurance program.
11. Present a written recommended plan for program renewal/marketing approximately 120 days prior to the policy expiration, including timelines and assignments.
12. Represent the OWNER in any discussions with the insurance carrier in the event of any questions regarding the interpretation of the insurance policy placed by the BROKER.
13. Meet with the OWNER's key personnel as necessary to discuss strategy and open items.
14. Process or facilitate the processing of certificates of insurance for policies that the BROKER has placed, as requested by the OWNER and pursuant to state law.
15. Report or assist the OWNER in reporting a potential claim to all carriers in the program upon being advised of a potential claim by the OWNER regardless of policy triggers, retention/deductible erosion, or other factors, unless otherwise directed by OWNER. Assistance shall include, but not be limited to, securing necessary paperwork or electronic access, advising as to the content of reports/correspondence, filing reports with the



carrier(s) as requested by the OWNER, and validating receipt by the carrier(s) with appropriate written confirmation.

16. Monitor the progress of potential claims to ensure regular updates are provided to carriers or the OWNER, as applicable.
17. Assist the OWNER in interpreting and, where applicable, responding to opinions, coverage decisions, and correspondence from insurance carriers and/or their representatives.
18. Advise OWNER regarding new and emerging risks and provide insight regarding potential and changing exposures that are specific to the OWNER's operations and Directors' & Officers', Employment Practices, Employed Lawyers' or Professional Liability insurance services.
19. Assist the OWNER as requested in analyzing risk, as well as controls in place to mitigate or eliminate risk.
20. Provide advice regarding changes to improve the associated risk control programs.
21. Assist OWNER in accessing other or additional Directors' & Officers', Employment Practices, Employed Lawyers' or Professional Liability related services and insurance policies, as requested.

# **ATTACHMENT 3**

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
OMNIBUS PROCUREMENT  
CERTIFICATION

I, the undersigned, an authorized signatory of \_\_\_\_\_, (the “**Firm**”) hereby represent that they are knowledgeable about the Firm’s business and operations and certify to the Dormitory Authority of the State of New York (“**DASNY**”) under penalty of perjury that the answers provided herein are true to the best of their knowledge and belief as follows with respect to certain actions taken and to be taken in connection with the Firm’s submission of a [bid/proposal] and the execution of any resulting contract (the “**Contract**”) in response to DASNY’s [notice to bidders/request for proposal] for Project # [ ] as follows:

**A. Non-Collusive Bidding Certification**

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

**B. Non-Segregated Facilities**

The Firm does not, nor shall not, maintain or provide for the employees of such Firm any segregated facilities at any establishments, and that the Firm does not, nor shall not, permit the employees of such Firm to perform the services of such employees at any location under the control of such Firm where segregated facilities are maintained. The Firm agrees that a breach of this certification is a violation of the nondiscrimination clauses of the Contract.

**C. Non-discrimination in Employment in Northern Ireland**

The Firm stipulates that it, and any individual or legal entity in which the Firm holds a ten percent (10%) or greater ownership interest, and any such entity that holds such an interest in the Firm, either:

1. Has no business operations in Northern Ireland; or
2. Shall take all lawful steps in good faith to conduct any business operations it has or in which it has such an interest in Northern Ireland in accordance with the MacBride Fair Employment Principles as set forth in Chapter 807 of the Laws of 1992 and shall permit any independent monitoring of its compliance with said Principles.

**D. Federal Equal Employment Opportunity Act**

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
OMNIBUS PROCUREMENT  
CERTIFICATION

The Firm is compliant with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

**E. Commitment to Opportunity Programs**

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 15-A, and in conformance with regulations promulgated by the Division of Minority and Women's Business Development of the NYS Department of Economic Development. A list of NYS certified M/WBEs may be obtained from the ESDC directory of certified businesses located at [www.nylovesmwbe.ny.gov](http://www.nylovesmwbe.ny.gov).

**F. Commitment to Service-Disabled Veteran-Owned Business**

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 17-B, and in conformance with applicable regulations. A list of NYS certified SDVOB may be obtained from the NYS Office of General Services Division of Services-Disabled Veterans' Business Development located at <https://ogs.ny.gov/veterans>.

**G. Transfer of Offset Credits**

The Firm acknowledges notice that DASNY may assign or otherwise transfer offset credits created by the Contract to third parties located in New York State.

**H. 2005 Procurement Lobbying Law**

1. The Firm understands and has to date and agrees hereinafter to comply with DASNY's procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-k (6) (b);
2. No "governmental entity," as defined in State Finance Law § 139-j and § 139-k has made a finding in the last four years that the Firm was not responsible;
  - a. If yes, please note the governmental entity, the date of the finding and the basis of the finding regarding each finding of non-responsibility. Attach additional pages, if necessary.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
OMNIBUS PROCUREMENT  
CERTIFICATION

3. No “governmental entity” as defined in State Finance Law § 139-j and § 139-k has terminated or withheld a procurement contract with the Firm due to the intentional provision of false or incomplete information required by such laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts.

- a. If yes, please note the governmental entity, the date of the termination or withholding of contract and the basis of termination or withholding of contract. Attach additional pages, if necessary.

**I. Code of Business Ethics**

The Firm acknowledges notice of and has read DASNY’s Code of Business Ethics attached as **Exhibit A** hereto and acknowledges that the Firm’s failure to comply shall justify termination of the Contract by DASNY and may result in the rejection of the Firm’s [bid/proposal] for future work with DASNY.

**J. Iran Divestment**

That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

**K. Russia Divestment – EO 16**

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 Executive Order remains in effect while sanctions imposed by the federal government are in effect. 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.

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That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, represents as follows:

\_\_\_\_\_ 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.

**L. Certification**

The Firm acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001 and hereby represents that all information contained here provided to DASNY is complete, true and accurate.

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

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

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

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

DORMITORY AUTHORITY OF THE STATE OF NEW YORK  
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**Exhibit A: Dormitory Authority of the State of New York - Code of Business Ethics**

**A. Ethics Programs**

1. DASNY is a public-benefit corporation of the State of New York and expects the highest degree of ethical business conduct by its employees and the many contractors, consultants and vendors with whom it interacts on behalf of its clients, bondholders and the people of the State of New York. DASNY, by mandate of its Board of Directors, administers a comprehensive corporate integrity program to ensure that, as public officers, DASNY employees at all levels perform their official duties consistent with the requirements of the *New York State Public Officers Law*; other applicable laws, rules, and regulations; and policies of DASNY.
2. DASNY encourages and supports a fair, open and honest business relationship with its contractors, consultants and vendors based on quality, service and cost. Moreover, DASNY believes that a “level playing field” in the marketplace can only be achieved through adherence to ethical business practices by all participants involved in the process.
3. To promote a working relationship with DASNY based on ethical business practices, contractors, consultants and vendors are expected to:
  - a. furnish all goods, materials and services to DASNY as contractually required and specified;
  - b. submit complete and accurate reports to DASNY and its representatives as required;
  - c. not seek, solicit, demand or accept any information, verbal or written, from DASNY or its representatives that provides an unfair advantage over a competitor;
  - d. not engage in any activity or course of conduct that restricts open and fair competition on Authority-related projects and transactions;
  - e. not engage in any course of conduct with DASNY employees or representatives that constitutes a conflict of interest or creates the appearance of a conflict of interest;
  - f. not offer any unlawful gifts or gratuities to DASNY employees or representatives, or engage in bribery or other criminal activity; and
  - g. report to DASNY any activity by an DASNY employee or contractor, consultant or vendor of DASNY that is inconsistent with DASNY’s *Code of Business Ethics*.
4. DASNY encourages its contractors, consultants and vendors to advance and support ethical business conduct and practices among their respective directors, officers and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct. In addition to considering technical competence and financial stability, DASNY will consider the *corporate integrity* of all contractors, consultants and vendors prior to the awarding of contracts or issuing of purchase orders.

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**B. Conduct of DASNY Employees**

DASNY employees are expected to conduct business with contractors, consultants and vendors in a fair, consistent and professional manner. DASNY's Code of Business Ethics and Employee Conduct entitled *Serving Responsibly*, and other DASNY policies and procedures, guide the manner in which DASNY employees are required to interact with contractors, consultants and vendors. Additionally, the New York State Public Officers Law sets forth legal parameters within which DASNY employees must perform their official duties with respect to, among other things, conflicts of interest and the acceptance of gifts.

**Limits on Gifts to DASNY Employees**

1. Pursuant to Section 73(5) of the Public Officers Law, no person shall offer any gift having more than a nominal value to an DASNY employee under circumstances in which it:
  - a. could be reasonably inferred the gift was intended to influence the employee in the performance of his or her official duties;; or
  - b. could reasonably be expected to influence the employee in the performance of his or her official duties;; or
  - c. was intended as a reward for any official action on the part of the employee.
2. A gift is anything more than nominal in value, in any form, given to an DASNY employee. Gifts include, but are not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise. Any firm or its agents, either doing business or seeking to do business with DASNY (contractors, consultants, vendors, etc.), is prohibited from directly or indirectly offering or giving any gifts, even gifts of nominal value, to DASNY employees as such gifts are deemed to be *per se* improper.
3. As is stated in the *Prohibited Interests* section of the Construction and Consultant Contract documents, violations of these gift provisions may be grounds for immediate contract termination and/or referral for civil action or criminal prosecution.

**C. Employing Relatives of DASNY Employees**

Although contractors, consultants and vendors may employ relatives of DASNY employees, DASNY must be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. DASNY reserves the right to request that contractors, consultants and vendors modify the work assignment of an DASNY employee's relative where a conflict of interest, or the appearance thereof, is deemed to exist. Please be advised that DASNY employees are required to disclose information regarding the hiring of relatives by contractors, consultants and vendors and recuse themselves from matters that may present a conflict of interest. For purposes of this document, the term "relatives" refers to spouses, domestic partners, parents, children, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, sons/daughters-in-law, stepparents, stepchildren, aunts, uncles, nieces, nephews, first cousins, grandparents by blood relationship or by marriage, or persons residing in the same household.



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**Hiring Former DASNY Employees**

Contractors, consultants and vendors may hire former DASNY employees. However, as a general rule, former employees of DASNY may neither appear nor practice before DASNY, nor receive compensation for services rendered on a matter before DASNY, for a period of *two years* following their separation from DASNY service. In addition, former DASNY employees are subject to a “*lifetime bar*” from appearing before DASNY or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with DASNY. Violations will be referred to the New York State Commission on Public Integrity for appropriate action.

# **ATTACHMENT 4**

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

<sup>a</sup> Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	Exempt payee code (if any) _____
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) <sup>a</sup> _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	Exemption from FATCA reporting code (if any) _____
	<input type="checkbox"/> Other (see instructions) <sup>a</sup>	(Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>											
					-			-			
<b>or</b>											
<b>Employer identification number</b>											
							-				

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <sup>a</sup>	Date <sup>a</sup>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities 3—

A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



# **ATTACHMENT 5**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
%"4/;, 4UBUF PG /FX :PSL, \$-*&/5  "OZ MBOHVBHF MJLF "BT QFS XSJUUF0 DPOUSBDU" JT OPU BDDFQUBCMF - %"4/;, FUD. NVTU CF OBNFE	1SPKF0U PS JOTUBMMBUJPO MP0DBUJPO
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, **the most we will pay** on behalf of the additional insured **is the amount** of insurance:

1. **Required by** the **contract** or agreement; **or**

2. **Available** under the applicable **Limits** of Insurance shown in the Declarations; **whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**HIGHLIGHTS ADDED TO THE FORM**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
%"4/;, 4UBUF PG /FX :PSL, \$-*&/5	1SPKF DU PS JOTUBMMBUJPO MPDBUJPO
"OZ MBOHVBHF MJLF "BT QFS XSJUUF DPOUSBDU" JT OPU BDDFQUBCMF - %"4/;, FUD. NVTU CF OBNFE	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" **caused, in whole or in part, by "your work"** at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the **"products-completed operations hazard"**.

However:

1. The insurance afforded to such additional insured **only applies to the extent permitted by law;** and
2. If coverage provided to the additional insured is required by a contract or agreement, the **insurance** afforded to such additional insured will not be broader than that which you are **required by the contract** or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, **the most we will pay** on behalf of the additional insured **is the amount** of insurance:

1. **Required by the contract or agreement;** or
2. **Available under the applicable Limits of Insurance** shown in the Declarations; **whichever is less.**

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**HIGHLIGHTS ADDED TO THE FORM**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance, and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## **Insurance Requirements**

### **Certificate of Liability Insurance**

Sample Accord Certificate is attached.

Please make sure the 30 Days Written Notice Clause Reads as Follows on the Certificate: EXPIRATION DATE THEREOF, THE ISSUING COMPANY MAIL 30 DAYS WRITTEN NOTICE "TO DASNY".

### **Disability Benefits**

DB-120.1 - Certificate of Disability Benefits. The insurance carrier will provide a completed form as evidence of in-force coverage.

### **Workers Comp**

1. DB-155- Certificate of Disability Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office will provide a completed form. C-105.2 (9/07 or later) – Certificate of Workers' Compensation Insurance. The insurance carrier will provide a completed form as evidence of in-force coverage.
2. U-26.3- Certificate of Workers' Compensation Insurance from the State Insurance Fund. The State Insurance Fund will provide a completed form as evidence of in-force coverage.
3. GSI-105.2 /SI-12- Certificate of Workers' Compensation Self Insurance. The NYS Workers' Compensation Board's Self Insurance Office or the contractor's Group Self Insurance Administrator will provide a completed form.

### **30 Day Notice of Cancellation**

Your contract with the Dormitory Authority of the State of New York (DASNY) requires that your insurance coverage provide the Authority with at least 30 days written notice prior to cancellation, non-renewal, or material change of your insurance policy.

In the event that DASNY's Procurement unit receives your insurance information on an ACORD Certificate of Liability Insurance form (ACORD 25 2016/03), your insurance agent/broker will need to provide information regarding the policy's terms and conditions, as they pertain to Notice of Cancellation, by adding a comment in the Description of Operations/Locations/Vehicles section of the Certificate, or by referencing the applicable policy section or endorsement on the Certificate and attaching that document for our review.

If the policy does not provide at least 30 days notice to the Authority as required by contract, the Authority will ask you to endorse the policy accordingly, and to provide evidence of the change via a copy of that endorsement.

# **ATTACHMENT 6**



## **VENDOR RESPONSIBILITY QUESTIONNAIRE**

All bidders must complete the Vendor Responsibility Questionnaire in the New York State VendRep System. Information concerning the system is contained in the paragraph that follows.

To enroll in and use the New York State VendRep System, see the Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <http://onlineservices.osc.state.ny.us/> . Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID Number, or for help with the online questionnaire, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDESK@osc.ny.us](mailto:ITServiceDESK@osc.ny.us).

The Certification page must be submitted to DASNY with bid submittals upon notification of intent to award.

# **ATTACHMENT 7**

**(I) Company Demographic Profile**

Job Categories	Number of Employees (report employees in only one category)															Overall Totals
	Race/Ethnicity															
	Non-Hispanic or Latino															
	Hispanic or Latino		Male							Female						
	Male	Female	White	Black or African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races		
Executive/ Senior Level Officials and Managers																
First / Mid-Level Officials and Managers																
Professionals																
Technicians																
Sales Workers																
Administrative Support Workers																
Craft Workers																
Operatives																
Laborers and Helpers																
Service Workers																
Total																

(NOTE: proposers can also attach Employer Information Reports EEO-1 for the last 3 years)

**(II) MWBE Certification Status**

1. Is your company certified as a Minority and/or Woman-owned business enterprise with New York State Empire State Development? Yes or No  
If yes, provide a copy of your certification.
2. If no, list all other jurisdictions and/or certifying bodies that have deemed your company Minority and/or Woman-owned. Also, provide a copy of each certification.
3. If your company has applied for, but has not, as of the issuance of the RFP, been certified as a Minority or Women-owned business enterprise by New York State Empire State Development, you must submit proof of a pending application, including the filing date.

**(III) Demographic Profile of Staff Assigned to this Engagement**

Job Categories	Number of Employees (report employees in only one category)															Overall Totals
	Race/Ethnicity															
	Hispanic or Latino		Non-Hispanic or Latino													
			Male						Female							
	Male	Female	White	Black or African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	White	Black or African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races		
Executive/ Senior Level Officials and Managers																
First / Mid-Level Officials and Managers																
Professionals																
Technicians																
Sales Workers																
Administrative Support Workers																
Craft Workers																
Operatives																
Laborers and Helpers																
Service Workers																
Total																

**(IV) EEO Firm Activity**

1. Is your company’s CEO or Chief Procurement Officer (“CPO”) committed to and engaged in the process of diversity business development? Yes or No  
If yes, attach a signed statement from your CEO or CPO.
2. Provide a copy of your company’s equal opportunity and affirmative action policy.

# **ATTACHMENT 8**

## Opportunity Programs Group

UPSTATE: 515 Broadway \* Albany, NY 12207-2964 \* Phone: (518) 257-3706 Fax: (518) 257-3100

DOWNSTATE: One Penn Plaza, 52<sup>nd</sup> Floor \* New York, NY \* 10119-0098 \* Phone: (212) 273-5000 Fax: (212) 273-5121

### UTILIZATION PLAN

ORIGINAL Submission  REVISED Submission

A. PRIME INFORMATION: CONTRACTOR  CONSULTANT  VENDOR

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

B. PROJECT INFORMATION:

Project Number: \_\_\_\_\_ Work Authorization# (if applicable) \_\_\_\_\_

Contract / Bid Number: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

MBE Goal % \_\_\_\_\_ \$ \_\_\_\_\_ WBE Goal % \_\_\_\_\_ \$ \_\_\_\_\_

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

Building(s): \_\_\_\_\_

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

City: \_\_\_\_\_ County: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Description: \_\_\_\_\_

1. Schedule of proposed subcontract work:

Trade/Service	Amount	Trade/Service	Amount
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____

2. Description of Equipment, Materials or Supplies

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Amount

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

## UTILIZATION PLAN

(subcontractor/supplier continuation page)

- |   |   |
|---|---|
| <p>▪ Firm Name:<br/>Address:<br/>City:        State:        Zip:<br/>Contact Person:<br/>Email Address:<br/>Work Description:</p> | <p>Value of Proposed Award: \$<br/>Fed ID No.<br/>Estimated Start Date:<br/>Telephone:<br/>Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER</p> |
|---|---|
- |   |   |
|---|---|
| <p>▪ Firm Name:<br/>Address:<br/>City:        State:        Zip:<br/>Contact Person:<br/>Email Address:<br/>Work Description:</p> | <p>Value of Proposed Award: \$<br/>Fed ID No.<br/>Estimated Start Date:<br/>Telephone:<br/>Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER</p> |
|---|---|
- |   |   |
|---|---|
| <p>▪ Firm Name:<br/>Address:<br/>City:        State:        Zip:<br/>Contact Person:<br/>Email Address:<br/>Work Description:</p> | <p>Value of Proposed Award: \$<br/>Fed ID No.<br/>Estimated Start Date:<br/>Telephone:<br/>Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER</p> |
|---|---|
- |   |   |
|---|---|
| <p>▪ Firm Name:<br/>Address:<br/>City:        State:        Zip:<br/>Contact Person:<br/>Email Address:<br/>Work Description:</p> | <p>Value of Proposed Award: \$<br/>Fed ID No.<br/>Estimated Start Date:<br/>Telephone:<br/>Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER</p> |
|---|---|
- |   |   |
|---|---|
| <p>▪ Firm Name:<br/>Address:<br/>City:        State:        Zip:<br/>Contact Person:<br/>Email Address:<br/>Work Description:</p> | <p>Value of Proposed Award: \$<br/>Fed ID No.<br/>Estimated Start Date:<br/>Telephone:<br/>Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER</p> |
|---|---|
- |   |   |
|---|---|
| <p>▪ Firm Name:<br/>Address:<br/>City:        State:        Zip:<br/>Contact Person:<br/>Email Address:<br/>Work Description:</p> | <p>Value of Proposed Award: \$<br/>Fed ID No.<br/>Estimated Start Date:<br/>Telephone:<br/>Type of Firm: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> OTHER</p> |
|---|---|

## UTILIZATION PLAN

### D. PERMANENT EMPLOYEE DISTRIBUTION

PRIME INFORMATION: CONTRACTOR  CONSULTANT  VENDOR

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### DISTRIBUTION OF PERMANENT EMPLOYEES

ENTER POSITION OR JOB TITLE	FEMALE EMPLOYEES					MALE EMPLOYEES				
	NATIVE					NATIVE				
	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN	WHITE	BLACK	AMERICAN	HISPANIC	ASIAN

EXECUTIVE AND OWNER: For position titles such as President, Partner, Owner, Treasurer, Secretary, etc.

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

PROFESSIONAL: For position titles of individuals possessing a License to practice their profession

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

TECHNICAL AND MANAGEMENT: For position titles except Executive and Owner, Professional, and Clerical & Support

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

CLERICAL AND SUPPORT:

_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Type Name of Principal or Officer

\_\_\_\_\_  
Type Title of Principal or Officer

\_\_\_\_\_  
Signature of Principal or Officer

\_\_\_\_\_  
Date