New York Local Government Assistance Corporation

Procurement Report

for fiscal year ended March 31, 2016

ANNUAL PROCUREMENT CONTRACT REPORT
Fiscal Year 2015-16

Pursuant to Section 2879 of the Public Authorities Law and Article X of the Corporation's "Procurement Contract Guidelines, including Standards for the Selection of Personal Service Contractors"[1] (the "Procurement Guidelines"), the Corporation must annually prepare and approve a report on contracts, which is to include a copy of the Corporation's Procurement Guidelines and any amendments thereto, a list of the personal service contractors performing services, and the status of existing procurement contracts.

Section I of this Annual Procurement Contract Report contains the Corporation's Procurement Guidelines that were most recently approved by the Board on June 22, 2015 pursuant to Resolution 2015-06. There have been no amendments to the Procurement Guidelines since last approved. Section II contains a concise explanation of the Procurement Guidelines as well as a summary of the proposed revisions for Board consideration and adoption. Section III contains the Corporation's Procurement Guidelines with proposed revisions tracked to the Procurement Guidelines most recently approved by the Corporation's Board. Section IV contains the Procurement Guidelines including the proposed revisions for Board consideration and adoption. The revisions are not in track changes in this Section. Section V contains a listing and status of the Corporation's procurement contracts.

During the 2015-16 fiscal year, the Corporation did not enter into any new contracts. The Corporation's Procurement Guidelines, as part of this Annual Procurement Contract Report, are available on the Corporation's website (http://www.osc.state.ny.us/pension/debtlgac.htm).

[Remainder of Page Intentionally Left Blank]

[1] The Procurement Guidelines were initially issued on September 4, 1990 and were approved by the Board of Directors on September 6, 1990, amended on May 24, 1994 and approved by the Board of Directors on June 29, 1994, amended and approved by the Board on June 29, 2010, amended and approved by the Board on June 25, 2012, amended and approved by the Board on March 8, 2013, and amended and approved by the Board on June 28, 2016.

SECTION I

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

PROCUREMENT CONTRACT GUIDELINES

INCLUDING STANDARDS FOR THE SELECTION OF

PERSONAL SERVICE CONTRACTORS

Dated June 22, 2015

As last amended by Resolution No. 2013-04

on March 8, 2013

9/4/90
As amended 3-8-13

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION PROCUREMENT CONTRACT GUIDELINES INCLUDING STANDARDS FOR THE SELECTION OF PERSONAL SERVICE CONTRACTORS

ARTICLE I

STATEMENT OF PURPOSE

101. These Guidelines are adopted pursuant to the provisions of the Act, Section 2879 of the Public Authorities Law and Article 15-A of the Executive Law and shall be reviewed and approved by a quorum of the Corporation's Directors at least annually.

ARTICLE II

DEFINITION OF TERMS

201. Definitions. The following terms shall, for purposes of these Guidelines, have the following meanings unless the context shall clearly indicate some other meaning:

"Act" shall mean Chapter 220 of the Laws of 1990, as amended, creating the New York Local Government Assistance Corporation.

"Corporation" shall mean the New York Local Government Assistance Corporation.

"Counsel" shall mean the Corporation's General Counsel or any Deputy Counsel or Assistant Counsel appointed by the General Counsel.

"Minority-Owned Business Enterprise" shall mean any minority-owned business enterprise as defined in Section 2879 (3)(c) of the Public Authorities Law and Article 15-A of the Executive Law.

"Officer" shall mean any person so defined in the By-Laws of the Corporation.

"Personal Services" shall mean any services performed for fee, commission, or other compensation by persons or organizations who are not providing such services as Officers or employees of the Corporation or any State agency or public corporation. Personal Services include, but are not limited to, the following services: legal, audit and accounting, management consulting, investment banking, financial advice, or any other services of a consulting, technical or professional nature.

"Procurement Contract" means any written agreement of the Corporation for the acquisition of goods or services of any kind in the actual or estimated amount of $5,000 or more.

"Women-Owned Business Enterprise" means a women-owned business enterprise as defined in Section 2879(3)(a) of the Public Authorities Law and Article 15-A of the Executive Law.

ARTICLE III

TYPES OF GOODS AND SERVICES FOR PROCUREMENT

301. A description of the types of goods purchased and, for procurement contracts for services, the areas of responsibility and oversight requiring the use of procurement contracts and the reasons for the use of the procurement contracts include but are not limited to the following:

1. Types of Goods Purchased

   a. Furnishings and equipment.

   b. Supplies.

2. Types of Services Procured

   a. Legal
   Provide legal services in the areas of Corporation bond and note financing and litigation.

   b. Audit and Accounting
   Provide audit services pertaining to the year-end financial statements for the Corporation. Perform special audits.

   c. Investment Banking
   For negotiated or private sales, provide assistance, including remarketing agent services, in the preparation, marketing, sale, and distribution of Corporation debt instruments.

   d. Trustee Banking Services
   Provide banking services to monitor the timely receipt of debt service payments, compliance with reserve requirements, retirement of debt, collateral valuations, investment of Corporation funds, including bond and note proceeds, and other services, including escrow agent and tender agent services, as required by the Corporation's various debt resolutions.

   e. Custody and Safekeeping Services
   Provide custody and safekeeping services to secure Corporation investments and receive and valuate underlying collateral securing the investment of Corporation funds including bond and note proceeds.

f. Printing

1. Provide financial printing services.

2. Provide graphic, layout and printing services for Corporation annual and special reports.

g. Financial Advice
Provide independent advice to the Corporation on planning for the sale, structure, method, and documentation for its sales of bonds or notes; and provide post-sale monitoring advice on accounts, investments, and Federal regulations; and the preparation of Corporation reports.

h. Investment Agent
Provide investment services for Corporation funds, including bond and note proceeds.

i. Management Consulting
Provide analysis and recommendations concerning the Corporation's organizational structure and the management of its operations.

j. Credit Facility Provider
Provide credit facility or liquidity support for payment of debt service on Corporation bonds, notes, or other obligations.

ARTICLE IV

SELECTION OF PERSONAL SERVICE CONTRACTORS

400. Application of this Article

This Article shall apply to the selection of Investment Banking Services for negotiated or private sales of Corporation bonds, notes or other obligations and other providers of services who are appointed by the Corporation Directors but whose appointment is not governed by a contract as well as providers of services who are subject to formal contract award.

401. Use of Personal Service Contractors

It is the preference of the Corporation Directors that Corporation responsibilities be performed by New York State or Corporation employees assigned to provide services to the Corporation, and that, when Personal Service Contractors are used, contractors be selected from as broad a spectrum of providers as is practical and contracts be awarded consistent with the quality of service required at fair and reasonable prices. Personal Services Contractors shall be used only when it has been determined by the Directors or by a Corporation Officer, as authorized by the Corporation Directors that such service is necessary or convenient to the performance of Corporation responsibilities.

402. Selection and Approval of Personal Services Contractors

1. Source Selection Methods

The Corporation shall select personal service contractors in accordance with the following selection methods:

a. Competitive bid
Solicitation of price bids for specified services, to be awarded to qualifying personal service contractors primarily on the basis of the lowest price. Competitive bids are to be solicited when the services required are of a standardized nature that may reasonably be made the subject of specifications to which bidders respond with required qualification data and price offers.

b. Requests for proposals
Solicitation of specific proposals responsive to the solicitation that indicate an understanding of the financial, legal, organizational and logistical requirements and technical problems involved in the solicitation, which also details elements of performance including techniques and procedures, together with prices. Award of a contract with this method is made on the basis of a formal evaluation of the characteristics, quality and cost of such proposals. Whenever possible, the Request for Proposal must state the Corporation's evaluation criteria, including the process for evaluation of the proposals and award of proposal. Before the proposals are evaluated, a Corporation Officer must approve a procedure with instructions for evaluation for the review of proposals and distribute the procedure to all involved in the evaluation process. The method of evaluation should include, where applicable, provision for numerical ranking of proposals, according to stated evaluation criteria. Evaluations of interviews of proposers shall also be done based on criteria stated in the Request for Proposal. The Corporation shall document the evaluation results and explain the process for selection and the basis for award in its recommendation to the Corporation's Directors for approval of the award of the winning proposal.

c. Sole source
When an authorized Officer or agent of the Corporation determines in writing that there is only one source for a required service, the contract for that service may be awarded without competitive procedures.

d. Emergency
In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting funds of the Corporation, property of the Corporation or life, health, or safety require immediate action which cannot avail competitive procedures, an

authorized Officer or agent of the Corporation may award a contract without competitive procedures. A record setting forth the circumstances under which a contract was let shall be maintained for a period of at least a year following the date of approval of the Corporation's next Annual Report on Procurement Contracts.

e. Legal Services

The Corporation will ordinarily select firms to provide Legal Services through a Request for Proposal process. However, the Corporation may select contractors for legal services from a pre-qualified group of potential contractors. The pre-qualified group shall be selected after a competitive process taking into account qualifications and performance data. Any pre-qualified group shall be updated and/or recertified annually. Contract awards shall be based upon responses received from the prequalified group for the specific services then required.

f. Noncompetitive Procedures

Without complying with competitive procedures, the Corporation may award personal service contracts (i) valued below $5,000(ii) valued at or below $200,000 to small business concerns or those certified as minority or women-owned business enterprises or (iii) without regard to monetary thresholds when the Directors unanimously determine that it is in the best interest of the Corporation to do so and approve a resolution stating the reasons therefore.

g. Advertisement Requirements for Competitive Sources Selection Methods

The solicitation of bids, proposals, or submissions of qualification data for personal service contracts shall be made by the Corporation in a manner determined by an authorized Officer or agent of the Corporation to be the most cost effective for providing reasonable competition for the Corporation's personal service contracts. This may include advertisement in appropriate newspapers or trade journals, direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with the policy of these guidelines, including the minority and women-owned business provisions thereof. Notice of procurement contract opportunities must be advertised in the State's Contract Reporter as required by Article 4-C of the Economic Development Law.

h. All contracts for Personal Services shall be limited to a maximum of one year unless the Corporation Directors by resolution determine that a longer period for a particular contract is in the best interest of the Corporation. Contracts for periods of longer than one year must be approved by Directors' resolution and reviewed annually by the Directors. Contracts for Legal Services and Financial Advice Services shall not be longer than five years, including the initial contract period and any contract extensions approved by the Corporation's Directors.

i. All contracts for Personal Services shall be in writing and approved by an authorized Officer or agent of the Corporation.

j. The form of all contracts for Personal Services shall be approved by the Corporation's Counsel.

k. The Corporation Directors may select a team of senior managing underwriters for a period of several years through a Request for Proposal Process managed by the Comptroller in his role as Exclusive Agent for the private sale of Corporation bonds or notes.

403. All contracts for personal services, where required, shall be submitted to the Office of the State Comptroller's contracts office for review and approval.

ARTICLE V

SELECTION OF VENDORS AND SUPPLIERS FOR THE PURCHASE OF GOODS

501. In the procurement of furniture, equipment and supplies for the Corporation, the Corporation shall perform the following tasks:

a. Establish a realistic furniture, equipment and supplies budget.

b. Place advertisements for goods and services in the same manner as described in 402.g. of these Guidelines.

c. Perform a comparative pricing and cost analysis for each item needed, including prices of those items which are available through the State Office of General Service contracts.

d. Prepare contracts and/or purchase orders for the acquisition of all commodities. Use of State contracts are preferable when the items are available at lower costs.

e. Monitor vendors for quality control and timely deliveries.

f. Verify the quantities received and the quality of the products in light of the specifications, and monitor the vendor invoices for timely payments.

g. If the estimated cost of the goods exceeds $5,000 or more, a competitive bidding procedure will be followed unless (i) the Directors unanimously determine that it is in the best interest of the Corporation not to use the competitive process, and approve a resolution stating the reasons therefore or (ii) the estimated cost of the goods does not exceed $200,000 and the goods are purchased from small business

concerns or those certified as minority or women-owned business enterprises or the goods or technology are recycled or remanufactured .

502. All contracts for procurement of goods, where required, shall be submitted to the Office of the State Comptroller's contract office for review and approval.

ARTICLE VI

TYPES OF CONTRACTS FOR WHICH THE CORPORATION SHOULD SOLICIT MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION

601. The Corporation shall, in the procurement of goods and services, comply with Article 15-A of the Executive Law and Section 2879 of the Public Authorities Law. The Co-Executive Directors of the Corporation shall designate one or more senior staff of the Corporation to oversee the compliance efforts and to report directly to the Co-Executive Directors in regard to such efforts. The Corporation shall, in order to promote the use of Minority and Women-Owned Enterprises in procurement contracts and the provision of investment banking services, solicit offers from Minority and Women-Owned Business Enterprises known to have experience in the area of the goods and services to be provided, regardless of the type of contract or investment banking services and the Corporation shall advertise procurement opportunities to professional and other organizations that serve Minority and Women-Owned Business Enterprises (hereinafter "MWBEs") providing the types of goods and services being procured by the Corporation.

602. The Corporation shall maintain lists of qualified certified MWBEs, including professional firms that have expressed an interest in doing business with the Corporation and ensuring that such lists are updated regularly. The Corporation shall also consult the lists of certified MWBEs maintained by the NYS Department of Economic Development pursuant to Article 15-A of the Executive Law.

603. The Corporation shall establish appropriate goals for participation by MWBEs in procurement contracts awarded by the Corporation and for the utilization of MWBEs as subcontractors and suppliers by entities having such contracts with the Corporation. The Corporation shall establish statewide numerical participation target goals based on the findings of the 2010 Disparity Study, commissioned by the NYS Department of Economic Development.

604. If the performance of any contract or appointment for investment banking services permits or requires the use of a subcontractor, supplier, partner or joint venturer, the Corporation shall establish appropriate goals for participation by MWBEs in such contracts awarded by the Corporation and for the utilization of MWBEs in such contracts. The Corporation shall establish statewide numerical participation target goals based on the findings of the 2010 Disparity Study, commissioned by the NYS Department of Economic Development.

605. The Corporation shall conduct procurements in a manner that will enable the Corporation to achieve the maximum feasible portion of the established goals and that eliminated barriers to participation by MWBEs. To accomplish this, the Corporation shall:

a. Implement measures and procedures (i) to ensure that certified MWBEs be given the opportunity for maximum feasible participation in the performance of the Corporation's contracts and (ii) to assist in the Corporation's identification of those Corporation contracts for which certified MWBEs may best bid to actively and affirmatively promote and assist their participation in the performance of the Corporation's contracts so as to facilitate the Corporation's achievement of the maximum feasible portion of the goals for the Corporation's contracts to such MWBEs;

b. Designate the Division of Minority and Women-Owned Business Development to certify and decertify MWBEs for the Corporation through a process that meets applicable State and federal requirements;

c. Set forth in each contract solicitation document accompanying each solicitation the expected degree of MWBE participation based, in part, on:
    1. The potential subcontract opportunities available in the prime procurement contract; and
    2. The availability of certified MWBEs to respond competitively to the potential subcontract opportunities;

d. Provide a current list of certified MWBEs to each prospective contractor;

e. State in solicitations the fact that a bidder may count the MWBE portion of a joint venture toward meeting its MWBE participation goal;

f. State in solicitations that the Corporation may waive obligations of the contractor relating to MWBE participation after a showing of good faith efforts to comply with the requirements of Article 15-A of the Executive Law, pursuant to the waiver provisions contained in subdivision six Section 313 of the Executive Law;

g. Verify that MWBEs listed in a successful bid are actually participating to the extent listed in the project for which the bid was submitted;

h. In the implementation of the above, the Corporation shall:
    1. Consider, where practicable, the severability of construction projects and other bundled contracts;
    2. Implement a program that will enable the Corporation to evaluate each contract to determine the appropriateness of the goal;
    3. Consider compliance with the requirements of any federal law concerning opportunities for MWBEs which effectuates the purposes of the above; and
    4. Consult the most recent disparity study pursuant to Article 15-A of the Executive Law.

606. Where the purchase of goods or services does not exceed two hundred thousand dollars, the Corporation may, where appropriate, engage in non-competitive solicitations with the goal of making awards to small business concerns or those certified as minority or women-owned business enterprises, or awards for the purchase of goods or technology that are recycled or remanufactured, in accordance with Section 2879 of the Public Authorities Law.

ARTICLE VII

POLICIES TO PROMOTE THE PARTICIPATION BY NEW YORK BUSINESS ENTERPRISES AND NEW YORK STATE RESIDENTS IN PROCUREMENT CONTRACTS

701. The Corporation shall comply with the State Omnibus Procurement Law when applicable.

ARTICLE VIII

PROVISIONS MADE A PART OF SERVICE CONTRACTS

801. Provisions to be contained in Personal Service contracts are the following:

a. Scope of Services.

b. Contract Price or Fee Structure.

c. Method or Basis of Payment.

d. Compliance with Laws, Rules and Regulations.

e. Laws of New York Apply

f. Provisions Required by Law Deemed Inserted.

g. Creation of Independent Contractor Relationship.

h. Suspension or Alteration of Agreement.

i. Termination of Contact for Cause and Convenience

j. Contract Deemed Executory.

k. The Corporation's Appendix A, "Standard Clauses for all New York Local Government Assistance Corporation Contracts" which is made a part of these Procurement Guidelines.

ARTICLE IX

PROCUREMENT CONTRACTS WITH FORMER OFFICERS OR EMPLOYEES OF THE CORPORATION

901. The Corporation may not enter into procurement contracts with former Officers or employees of the Corporation or former New York State employees who provided services to the Corporation where such contract would be in contravention of law, would create a conflict of interest or may create the appearance of impropriety.

ARTICLE X

REPORTS TO THE DIRECTORS CONCERNING PROCUREMENT CONTRACTS

1001. The Corporation shall annually prepare and approve a report on contracts and services providers for which contracts are not required. The report shall include:

a. The Guidelines;

b. An explanation of the Guidelines and any amendments to the Guidelines made since the last report;

c. A list of the contractors providing goods or performing services since the last annual report;

d. all contracts entered into with New York state business enterprises and the subject matter and value thereof,

e. all contracts entered into with certified MWBEs and the subject matter and value thereof,

f. all referrals made and all penalties imposed pursuant to Section 316 of the Executive Law,

g. all contracts entered into with foreign business enterprises, and the subject matter and value thereof,

h. all procurement contracts which were exempt from the publication requirements of article four-C of the economic development law, the basis for any such exemption,

i a list of all procurement contracts entered into since the last annual report, the selection process used to select contractors, and the status of existing procurement contracts.

The report shall identify any contractors and service providers not subject to contract that are Minority and Women-Owned Enterprises and shall identify Corporation efforts to solicit Minority and Women-Owned Enterprises to provide goods and services.

1002. The Corporation shall submit its annual report on procurement contracts to the Division of the Budget.

1003. The Corporation shall submit copies of its annual report on procurement contracts to the:

a. Office of the State Comptroller
b. Senate Finance Committee
c. Assembly Ways and Means Committee
d. Department of Economic Development

1004. The Corporation shall make copies of its annual report on procurement contracts available to the public upon reasonable request.

ARTICLE XI

ANNUAL REVIEW AND APPROVAL OF GUIDELINES

1101. The Corporation Directors shall annually review and approve these Procurement Contract Guidelines.

ARTICLE XII

AMENDMENT OF GUIDELINES

1201. The Corporation Directors may, from time to time, amend by resolution, these Procurement Contract Guidelines.

ARTICLE XIII

EFFECT OF NONCOMPLIANCE WITH GUIDELINES

1301. Failure by the Corporation to comply with the provisions of these Guidelines shall not be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement for the procurement of goods or services.

Attachment: "Appendix A"

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK

LOCAL GOVERNMENT ASSISTANCE CORPORATION CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the New York Local Government Assistance Corporation (hereinafter "Corporation") or the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. The Corporation shall have no liability under this contract to the Contractor or anyone else in excess of moneys available to the Corporation for the purpose of making payments pursuant to this contract. The Corporation expects to have moneys available to it only from the proceeds of bonds issued by the Corporation or appropriations by the Legislature of the State of New York. In accordance with Section 3240 of the Public Authorities Law, the State of New York (hereinafter the "State") shall have no liability under this contract and is not obligated to appropriate moneys to the Corporation. No contractor shall have the right to force the Corporation to issue its bonds to make moneys available for payment pursuant to any contract.

2. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Corporation and any attempts to assign the contract without the Corporation's written consent are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of this contract may be waived at the discretion of the Corporation where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The Corporation retains its right to approve an assignment and to require that any proposed assignee (successor Contractor) demonstrate its responsibility to do business with the Corporation. The Contractor may, however, assign its right to receive payment without the Corporation's prior written consent.

3. WORKERS' COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

4. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this

contract shall be performed within the State, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex (including gender identity or expression) or national origin: (a) discriminate in the hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex (including gender identity or expression) or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any Corporation approved sums due and owing for work done upon the project.

6. NON-COLLUSIVE B I D D I N G C E R T I F I C A T I O N. In accordance with Section 2878 of the Public Authorities Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Corporation a non-collusive bidding certification on Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Corporation within five (5) business days of such conviction, determination, or disposition of appeal.

8. SET-OFF RIGHTS. The Corporation shall have the right of set-off. This right shall include,

but not be limited to, the Corporation's option to withhold for the purposes of set-off any moneys due to the Contractor under the contract up to any amounts due and owing to the Corporation or the State with regard to this contract or any other contract with the Corporation, including any contract for a term commencing prior to the term of this contract.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized by the Corporation to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspecting, auditing and copying. The Corporation shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Corporation official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Corporation's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER and/or VENDOR IDENTIFICATION NUMBER. All invoices or vouchers submitted to the Corporation for payment for the sale of goods or services or the lease of real or personal property to the Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority for the Corporation to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the Tax Law. Disclosure of this information by the seller or lessor to the Corporation is mandatory. The principal purpose for which the information is collected is to enable the Corporation or the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the Corporation to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information will be maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

11. <u>EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN</u>. The Corporation is subject to, and requires all contractors to adhere to, the provisions of Article 15-A of the Executive Law. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby the Corporation is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Corporation; or (ii) a written agreement in excess of $100,000.00 whereby the Corporation is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Corporation's contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovations, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Corporation shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Corporation shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Section 2880 of the Public Authorities Law and the rules and regulations promulgated by the Corporation pursuant thereto.

15. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be sufficient.

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or

political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Corporation.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the Corporation; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Corporation.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St – 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

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

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

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

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

20. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684, and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Note: as of May 15, 2002 the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana, and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

21. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

22. PROCUREMENT LOBBYING. To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the Corporation may terminate this contract by providing written notification to the Contractor in accordance with the terms of this contract.

23. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the Corporation discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of this contract, if the Corporation determines that such action is in the best interest of the Corporation or of the State.

24. IRANIAN ENERGY SECTOR DIVESTMENT. By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

25. OBSERVATION OF LAWS. The Contractor agrees to observe all Federal, State and local laws and regulations, whether or not referred to in this contract or this Appendix A, and to procure all necessary licenses and permits.

26. INDEPENDENT CONTRACTOR STATUS. The relationship of the Contractor to the Corporation is that of an independent contractor and the officers and employees of the Contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees or agents of the Corporation or of the State by reason hereof, and shall not make any claim, demand or application to or for any right of the Corporation or of the State, including but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

27. COMPTROLLER APPROVAL. Where required by the State Comptroller pursuant to Section 2879-a of the Public Authorities Law and 2 NYCRR Part 206, this contract (and any amendment thereto) shall not be valid, effective or binding upon the Corporation until it has been approved by the State Comptroller and filed in his or her office.

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

Revised: March 8, 2013

SECTION II

EXPLANATION OF THE CORPORATION'S PROCUREMENT

CONTRACT GUIDELINES

INCLUDING STANDARDS FOR THE SELECTION OF

PERSONAL SERVICE CONTRACTORS

(including proposed amendments contained in Section III)

The Corporation's Procurement Guidelines were issued on September 4, 1990 and were most recently amended on March 8, 2013 to reflect updates to the Standard Clauses for all New York Local Government Assistance Corporation Contracts (the "Standard Clauses"), which are an appendix to the Procurement Guidelines.

The Corporation's Procurement Guidelines describe, among other provisions:

- The areas of responsibility and oversight requiring the use of procurement contracts and the reasons for the use of procurement contracts in such areas;
- The requirements regarding the selection of contractors;
- The types of contracts for which the Corporation should solicit Minority and Women-Owned Business Enterprise ("M/WBE") participation; and
- Standard provisions to be made a part of procurement contracts.

In addition to the Procurement Guidelines, the Corporation had previously adopted the Executive Order No. 10 Task Force's Best Practices in procuring Underwriter, Legal and Financial Services ("Best Practices"). The Best Practices seek to increase the utilization of M/WBEs, which is consistent with the spirit and intent of Article 15-A of the New York State Executive Law, the provisions of which also apply to the Corporation.

Proposed revisions to the Corporation's Procurement Guidelines for Board consideration and adoption are contained in Section III. The revisions are tracked to the Guidelines that were last approved by the Board. The Guidelines including the proposed revisions are contained in Section IV and are presented without the track changes.

The proposed revisions are recommended in order to reflect enactment of Article 17-B of the Executive Law related to participation by Service-Disabled Veterans with respect to State contracts. The New York Local Government Assistance Corporation is subject to the provisions of this statute. A definition of Service-Disabled Veteran-Owned Business ("SDVOB") is included within the Definition of Terms section of the Procurement Guidelines and a new Article VII. The pre-existing Articles VII through XIII are renumbered as Articles VIII through XIV, respectively, to accommodate this new section. The new Article VII requires the Corporation, in the procurement of goods and services, to comply with Article 17-B of the Executive Law and related regulations including:

- establishing appropriate goals for participation by SDVOBs in procurement contracts awarded by the Corporation;
- producing a master goal plan which shall be filed with the Director of the Division of Service-Disabled Veterans annually or at such time as determined by the Director;
- notifying contractors of the goals established on the Corporation's contracts;
- posting established goals on the Corporation's website;
- providing an electronic link to the current list of certified SDVOBs to each prospective contractor;

- requiring contractors to submit utilization plans for achieving contract goals established for the participation of certified SDVOBs performing commercially useful functions in relation to Corporation contracts;
- allowing use of set-asides and contract goal-setting for SDVOBs;
- requiring inclusion of contract provisions related to contractor compliance with SDVOB participation requirements; and
- providing for annual reporting of information related to SDVOB contracts to OGS.

Amendments are proposed to the section entitled "SELECTION OF PERSONAL SERVICE CONTRACTORS" in the subsection entitled "Selection and Approval of Personal Service Contractors" to require that a Request for Proposals ("RFP") must state the basis for award and the general process for evaluation of proposals and award of contract, including the relative weight of technical merit and cost. This would be consistent with Corporation practice when issuing RFPs. The Guidelines currently require an RFP to include evaluation criteria and this would be revised to require evaluation criteria to only be included within the document which contains the evaluation procedure. An additional amendment is made within the same subsection to require that the reasonableness of cost be considered in the selection of a pre-qualified group of contractors for the provision of legal services, in addition to the pre-existing requirement that qualifications and performance data be considered when making such selection. Certain other conforming, clarifying and non-substantive changes are made throughout the Procurement Guidelines.

[Remainder of Page Intentionally Left Blank]

SECTION III

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

PROCUREMENT CONTRACT GUIDELINES

INCLUDING STANDARDS FOR THE SELECTION OF

PERSONAL SERVICE CONTRACTORS

Dated June 28, 2016

As last amended on March 8, 2013 by Resolution No. 2013-04
and including proposed revisions for Board consideration in black-line format

9/4/90
As last amended ~~3-8-13~~June 28, 2016

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

PROCUREMENT CONTRACT GUIDELINES

INCLUDING STANDARDS FOR THE SELECTION OF

PERSONAL SERVICE CONTRACTORS

ARTICLE I

STATEMENT OF PURPOSE

101. These Guidelines are adopted pursuant to the provisions of the Act, Section 2879 of the Public Authorities Law and ~~Article~~Articles 15-A and 17-B of the Executive Law and shall be reviewed and approved by a quorum of the Corporation's Directors at least annually.

ARTICLE II

DEFINITION OF TERMS

201. Definitions. The following terms shall, for purposes of these Guidelines, have the following meanings unless the context shall clearly indicate some other meaning:

"Act" shall mean Chapter 220 of the Laws of 1990, as amended, creating the New York Local Government Assistance Corporation.

"Corporation" shall mean the New York Local Government Assistance Corporation.

"Counsel" shall mean the Corporation's General Counsel or any Deputy Counsel or Assistant Counsel appointed by the General Counsel.

"Minority-Owned Business Enterprise" ("MBE") shall mean ~~any~~a minority-owned business enterprise as defined in Section 2879 (3)(c) of the Public Authorities Law and Article 15-A of the Executive Law.

"Officer" shall mean any person so defined in the By-Laws of the Corporation.

"Personal Services" shall mean any services performed for fee, commission, or other compensation by persons or organizations who are not providing such services as Officers or employees of the Corporation or any State agency or public corporation. Personal Services include, but are not limited to, the following services: legal, audit and accounting, management consulting, investment banking, financial advice, or any other services of a consulting, technical, or professional nature.

"Procurement Contract" means any written agreement of the Corporation for the acquisition of goods or services of any kind in the actual or estimated amount of $5,000 or more.

"Service-Disabled Veteran-Owned Business" ("SDVOB") means a certified service-disabled veteran-owned business enterprise as defined in Article 17-B of the Executive Law.

"Women-Owned Business Enterprise" ("WBE") means a women-owned business enterprise as defined in Section 2879(3)(a) of the Public Authorities Law and Article 15-A of the Executive Law.

ARTICLE III

TYPES OF GOODS AND SERVICES FOR PROCUREMENT

301. A description of the types of goods purchased and, for procurement contracts for services, the areas of responsibility and oversight requiring the use of procurement contracts and the reasons for the use of the procurement contracts include but are not limited to the following:

1. Types of Goods Purchased

   a. Furnishings and equipment.

   b. Supplies

2. Types of Services Procured

   a. Legal

      Provide legal services in the areas of Corporation bond and note financing and litigation.

   b. Audit and Accounting

      Provide audit services pertaining to the year-end financial statements for the Corporation. Perform special audits.

   c. Investment Banking

      For negotiated or private sales, provide assistance, including remarketing agent services, in the preparation, marketing, sale, and distribution of Corporation debt instruments.

   d. Trustee Banking Services

      Provide banking services to monitor the timely receipt of debt service payments, compliance with reserve requirements, retirement

of debt, collateral valuations, investment of Corporation funds, including bond and note proceeds, and other services, including escrow agent and tender agent services, as required by the Corporation's various debt resolutions.

e. Custody and Safekeeping Services

Provide custody and safekeeping services to secure Corporation investments, and receive and valuate underlying collateral securing the investment of Corporation funds including bond and note proceeds.

f. Printing

1. Provide financial printing services.

2. Provide graphic, layout and printing services for Corporation annual and special reports.

g. Financial Advice

Provide independent advice to the Corporation on planning for the sale, structure, method, and documentation for its sales of bonds or notes; and provide post-sale monitoring advice on accounts, investments, and Federal regulations; and the preparation of Corporation reports.

h. Investment Agent

Provide investment services for Corporation funds, including bond and note proceeds.

i. Management Consulting

Provide analysis and recommendations concerning the Corporation's organizational structure and the management of its operations.

j. Credit Facility Provider

Provide credit facility or liquidity support for payment of debt service on Corporation bonds, notes, or other obligations.

ARTICLE IV

SELECTION OF PERSONAL SERVICE CONTRACTORS

400. Application of this Article

This Article shall apply to the selection of Investment Banking Services for negotiated or private sales of Corporation bonds, notes or other obligations and other providers of services who are appointed by the Corporation Directors but whose appointment is not governed by a contract as well as providers of services who are subject to formal contract award.

401. Use of Personal Service Contractors

It is the preference of the Corporation Directors that Corporation responsibilities be performed by New York State or Corporation employees assigned to provide services to the Corporation, and that, when Personal Service Contractors are used, contractors be selected from as broad a spectrum of providers as is practical and contracts be awarded consistent with the quality of service required at fair and reasonable prices. Personal ~~Services~~Service Contractors shall be used only when it has been determined by the Directors or by a Corporation Officer, as authorized by the Corporation Directors, that such service is necessary or convenient to the performance of Corporation responsibilities.

402. Selection and Approval of Personal ~~Services~~Service Contractors

1. Source Selection Methods

The Corporation shall select personal service contractors in accordance with the following selection methods:

a. Competitive ~~bid~~ Bid (e.g., by Invitation for Bids [“IFB”])

Solicitation of price bids for specified services, to be awarded to qualifying personal service contractors primarily on the basis of the lowest price. Competitive bids are to be solicited when the services required are of a standardized nature that may reasonably be made the subject of specifications to which bidders respond with required qualification data and price offers.

b. Requests for ~~proposals~~ Proposals (“RFP”)

Solicitation of specific proposals responsive to the solicitation that indicate an understanding of the financial, legal, organizational and logistical requirements and technical problems involved in the solicitation, which also details elements of performance including techniques and procedures, together with ~~prices~~price. Award of a contract with this method is made on the basis of a formal evaluation

of the characteristics, quality and cost of such proposals. Whenever possible, the ~~Request for Proposal~~RFP must state the Corporation's ~~evaluation criteria~~basis for award, including the general process for evaluation of the proposals and award of ~~proposal.~~contract, including the relative weight of technical merit versus cost. Before evaluation of the proposals ~~are evaluated~~commences, a Corporation Officer must approve a procedure with instructions for evaluation for the review of proposals and must distribute the procedure to all involved in the evaluation process. The method of evaluation should include, where applicable, provision for numerical ranking of proposals, according to stated evaluation criteria. Evaluations of interviews of proposers (if required) shall also be done based on criteria stated in the ~~Request for Proposal~~evaluation procedure. The Corporation shall document the evaluation results and explain the process for selection and the basis for award in its recommendation to the Corporation's Directors for approval of the award of the winning proposal.

c. Sole ~~source~~Source

When an authorized Officer or agent of the Corporation determines in writing that there is only one source for a required service, the contract for that service may be awarded without competitive procedures.

d. Emergency

In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting funds of the Corporation, property of the Corporation or life, health, or safety require immediate action which cannot avail competitive procedures, an authorized Officer or agent of the Corporation may award a contract without competitive procedures. A record setting forth the circumstances under which a contract was let shall be maintained for a period of at least a year following the date of approval of the Corporation's next Annual Report on Procurement Contracts.

e. Legal Services

The Corporation will ordinarily select firms to provide Legal Services through a Request for Proposal process. However, the Corporation may select contractors for legal services from a pre-qualified group of potential contractors. The pre-qualified group shall be selected after a competitive process taking into account qualifications ~~and~~, performance data and the reasonableness of cost. Any pre-qualified group shall be updated and/or recertified

annually. Contract awards shall be based upon responses received from the prequalified group for the specific services then required.

f. Noncompetitive Procedures

Without complying with competitive procedures, the Corporation may award personal service contracts (i) valued below $5,000, or (ii) valued at or below $200,000 to small business concerns or those certified as ~~minority or women-owned business enterprises~~an MBE or WBE, or (iii) without regard to monetary thresholds when the Directors unanimously determine that it is in the best interest of the Corporation to do so and approve a resolution stating the reasons ~~therefore~~therefor.

g. Advertisement Requirements for Competitive Sources Selection Methods

The solicitation of bids, proposals, or submissions of qualification data for personal service contracts shall be made by the Corporation in a manner determined by an authorized Officer or agent of the Corporation to be the most cost effective for providing reasonable competition for the Corporation's personal service contracts. This may include advertisement in appropriate newspapers or trade journals, direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with the policy of these guidelines, including the ~~minority~~MBE and ~~women-owned business~~WBE (together "M/WBE") provisions thereof. Notice of procurement contract opportunities must be -advertised in ~~the *State's*~~*The New York State Contract Reporter* as required by Article 4-C of the Economic Development Law.

h. All contracts for Personal Services shall be limited to a maximum of one year unless the Corporation Directors by resolution determine that a longer period for a particular contract is in the best interest of the Corporation. Contracts for periods of longer than one year must be approved by Directors' resolution and reviewed annually by the Directors. Contracts for Legal Services and Financial Advice Services shall not be longer than five years, including the initial contract period and any contract extensions approved by the Corporation's Directors.

i. All contracts for Personal Services shall be in writing and approved by an authorized Officer or agent of the Corporation.

j. The form of all contracts for Personal Services shall be approved by the Corporation's Counsel.

k. The Corporation Directors may select a team of senior managing underwriters for a period of several years through ~~a Request for Proposal Process~~an RFP process managed by the Comptroller in his role as Exclusive Agent for the private sale of Corporation bonds or notes~~.~~.

403. All contracts for personal services, where required, shall be submitted to the Office of the State Comptroller's ~~contracts office~~Bureau of Contracts for review and approval.

ARTICLE V

SELECTION OF VENDORS AND SUPPLIERS FOR THE PURCHASE OF GOODS

501. In the procurement of furniture, equipment, and supplies for the Corporation, the Corporation shall perform the following tasks:

a. Establish a realistic furniture, equipment, and supplies budget.

b. Place advertisements for goods and services in the same manner as described in 402.1.g. of these Guidelines.

c. Perform a comparative pricing and cost analysis for each item needed, including prices of those items which are available through the State Office of General Service contracts.

d. Prepare contracts and/or purchase orders for the acquisition of all commodities. Use of State contracts ~~are~~is preferable when the items are available at lower ~~costs~~cost.

e. Monitor vendors for quality control and timely deliveries.

f. Verify the quantities received and the quality of the products in light of the specifications, and monitor the vendor invoices for timely payments.

g. If the estimated cost of the goods exceeds $5,000~~ or more~~, a competitive bidding procedure will be followed unless (i) the Directors unanimously determine that it is in the best interest of the Corporation not to use the competitive process, and approve a resolution stating the reasons ~~therefore~~therefor or (ii) the estimated cost of the goods does not exceed $200,000 and the goods are purchased from small business concerns or those certified as ~~minority~~an MBE or ~~women-owned business enterprises~~WBE or the goods or technology are recycled or remanufactured ~~.~~.

502. All contracts for procurement of goods, where required, shall be submitted to the Office of the State Comptroller's ~~contract office~~Bureau of Contracts for review and approval.

ARTICLE VI

~~TYPES OF CONTRACTS FOR WHICH THE CORPORATION SHOULD SOLICIT~~

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN CONTRACTS OF THE CORPORATION

601. The Corporation shall, in the procurement of goods and services, comply with Article 15-A of the Executive Law and Section 2879 of the Public Authorities Law. The Co-Executive Directors of the Corporation shall designate one or more senior staff of the Corporation to oversee the compliance efforts and to report directly to the Co-Executive Directors in regard to such efforts. The Corporation shall, in order to promote the use of ~~minority~~MBEs and ~~women-owned enterprises~~WBEs in procurement contracts and the provision of investment banking services, solicit offers from ~~Minority and Women-Owned Business Enterprises~~M/WBEs known to have experience in the area of the goods and services to be provided, regardless of the type of contract or investment banking services and the Corporation shall advertise procurement opportunities to professional and other organizations that serve ~~Minority and Women-Owned Business Enterprises (hereinafter "MWBEs")~~ M/WBEs providing the types of goods and services being procured by the Corporation.

602. The Corporation shall maintain lists of qualified certified ~~MWBEs~~M/WBEs, including professional firms that have expressed an interest in doing business with the Corporation and ~~ensuring~~ensure that such lists are updated regularly. The Corporation shall also consult the lists of certified ~~MWBEs~~M/WBEs maintained by the NYS Department of Economic Development's Division of Minority and Women's Business Development~~ pursuant to Article 15-A of the Executive Law~~.

603. The Corporation shall establish appropriate goals for participation by ~~MWBEs in~~M/WBEs in procurement contracts awarded by the Corporation, and for the utilization of ~~MWBEs~~M/WBEs as subcontractors and suppliers by entities having such contracts with the Corporation. The Corporation shall establish statewide M/WBE numerical participation target goals based on the findings of the 2010 Disparity Study, commissioned by the NYS Department of Economic Development.

604. If the performance of any contract or appointment for investment banking services permits or requires the use of a subcontractor, supplier, partner or joint venturer, the Corporation shall establish appropriate goals for participation by ~~MWBEs~~M/WBEs in such contracts awarded by the Corporation and for the utilization of ~~MWBEs~~M/WBEs in such contracts. The Corporation shall establish

~~statewidenumerical~~statewide numerical participation target goals based on the findings of the 2010 Disparity Study, commissioned by the NYS Department of Economic Development.

605. The Corporation shall conduct procurements in a manner that will enable the Corporation to achieve the maximum feasible portion of the established goals and that ~~eliminated~~eliminates barriers to participation by ~~MWBEs~~M/WBEs. To accomplish this, the Corporation shall:

a. Implement measures and procedures (i) to ensure that certified ~~MWBEs~~M/WBEs be given the opportunity for maximum feasible participation in the performance of the Corporation's contracts and (ii) to assist in the Corporation's identification of those Corporation contracts for which certified ~~MWBEs~~M/WBEs may best bid to actively and affirmatively promote and assist their participation in the performance of the Corporation's contracts so as to facilitate the Corporation's achievement of the maximum feasible portion of the goals for the Corporation's contracts to such ~~MWBEs~~M/WBEs;

b. Designate the Division of Minority and Women-Owned Business Development to certify and decertify ~~MWBEs~~M/WBEs for the Corporation through a process that meets applicable State and federal requirements;

c. Set forth in each contract solicitation document accompanying each solicitation the expected degree of ~~MWBE~~M/WBE participation based, in part, on:

   1. The potential subcontract opportunities available in the prime procurement contract; and

   2. The availability of certified ~~MWBEs~~M/WBEs to respond competitively to the potential subcontract opportunities;

d. Provide a current list of certified ~~MWBEs~~M/WBEs to each prospective contractor;

e. State in solicitations the fact that a bidder may count the ~~MWBE~~M/WBE portion of a joint venture toward meeting its ~~MWBE~~M/WBE participation goal;

f. State in solicitations that the Corporation may waive obligations of the contractor relating to ~~MWBE~~M/WBE participation after a showing of good faith efforts to comply with the requirements of Article 15-A of the Executive Law, pursuant to the waiver provisions contained in subdivision six Section 313 of the Executive Law;

g. Verify that ~~MWBEs~~M/WBEs listed in a successful bid are actually participating to the extent listed in the project for which the bid was submitted;

h. In the implementation of the above, the Corporation shall:

1. Consider, where practicable, the severability of construction projects and other bundled contracts;

2. Implement a program that will enable the Corporation to evaluate each contract to determine the appropriateness of the goal;

3. Consider compliance with the requirements of any federal law concerning opportunities for ~~MWBEs~~M/WBEs which effectuates the purposes of the above; and

4. Consult the most recent disparity study pursuant to Article 15-A of the Executive Law.

606. Where the purchase of goods or services does not exceed two hundred thousand dollars, the Corporation may, where appropriate, engage in non-competitive solicitations with the goal of making awards to small business concerns or those certified as ~~minority or women-owned business enterprises~~M/WBEs, or awards for the purchase of goods or technology that are recycled or remanufactured, in accordance with Section 2879 of the Public Authorities Law.

ARTICLE VII

SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN CONTRACTS OF THE CORPORATION

701. The Corporation shall, in the procurement of goods and services, comply with Article 17-B of the Executive Law and related regulations which outline the standards, criteria and procedures by which the Corporation sets annual goals for direct and indirect contract opportunities with SDVOBs, and the process by which these master goal plans are submitted and procedures and consequences in the event established goals are not met without a good faith effort to maximize contractual opportunities for certified SDVOBs. This includes but is not limited to provisions contained in the following sections of this Article VII.

702. The Corporation shall establish, on a fiscal year basis, appropriate goals for participation by SDVOBs in procurement contracts awarded by the Corporation. The Corporation's goals shall be documented in a master goal plan. The Corporation's master goal plan shall be filed with the Director of the Division of Service-Disabled Veterans' Business Development (DSDVBD) on or before January 15 of each year, or at such time determined by the Director. A new master goal plan must be submitted at least once every five years.

703. The Corporation shall notify contractors in bid documents, requests for proposals, contract announcements, advertisements, or otherwise in writing and on its website of the goals established on the Corporation's contracts and provide an electronic link to the current list of certified SDVOBs to each prospective contractor.

704. In addition to the provisions contained in Article IV and Article V, the Corporation may, in order to afford certified SDVOBs the opportunity for meaningful participation in the performance of contracts for goods and services where SDVOB contract goals are practical, feasible and appropriate: (i) utilize set-asides for SDVOBs in accordance with established regulations and guidelines related to such use; and, (ii) utilize contract goal-setting, identifying the required percentage of SDVOB participation on a qualified procurement. The Corporation shall require contractors to submit utilization plans for achieving contract goals established for the participation of certified SDVOBs performing commercially useful functions in relation to Corporation contracts. A form for the utilization plan shall be provided by the Corporation.

705. The Corporation, in accordance with the requirements in 9 CRR-NY 252.2(s), shall include a provision in its contracts expressly providing that any contractor who willfully and intentionally fails to comply with the SDVOB participation requirements as set forth in such Corporation contract shall be liable to the Corporation for damages as otherwise specified in the contract, and shall provide for other appropriate remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the Corporation related to the Corporation's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified SDVOB programmatic goals.

706. The Corporation shall submit information in the timeframe requested by the New York State Office of General Services to include in an annual report to be submitted by December 31st each year. Information to be provided shall include, but may not be limited to, the number of contracts entered into pursuant to Article 17-B of the Executive Law and the average amount of such contracts.

ARTICLE VIII

POLICIES TO PROMOTE THE PARTICIPATION BY NEW YORK BUSINESS ENTERPRISES AND NEW YORK STATE RESIDENTS IN PROCUREMENT CONTRACTS

~~701~~801. The Corporation shall comply with the State Omnibus Procurement Law when applicable.

~~ARTICLE VIII~~

ARTICLE IX

PROVISIONS MADE A PART OF PERSONAL SERVICE CONTRACTS

~~801~~901. Provisions to be contained in Personal Service contracts are the following:

a. Scope of Services.

b. Contract Price or Fee Structure.

c. Method or Basis of Payment.

d. Compliance with Laws, Rules and Regulations.

e. Laws of New York Apply.

f. Provisions Required by Law Deemed Inserted.

g. Creation of Independent Contractor Relationship.

h. Suspension or Alteration of Agreement.

i. Termination of ~~Contact~~Contract for Cause and Convenience.

j. Contract Deemed Executory.

k. The Corporation's Appendix A, "Standard Clauses for all New York Local Government Assistance Corporation Contracts" which is made a part of these Procurement Guidelines.

ARTICLE ~~IX~~X

PROCUREMENT CONTRACTS WITH FORMER OFFICERS OR EMPLOYEES OF THE CORPORATION

~~901~~1001. The Corporation may not enter into procurement contracts with former ~~Officers~~officers or employees of the Corporation or former New York State employees who provided services to the Corporation where such contract would be in contravention of law, would create a conflict of interest, or may create the appearance of impropriety.

ARTICLE XI

~~ARTICLE X~~

REPORTS TO THE DIRECTORS CONCERNING PROCUREMENT CONTRACTS AND SERVICE PROVIDERS NOT SUBJECT TO CONTRACT

~~1001~~1101. The Corporation shall annually prepare and approve a report on contracts and ~~services~~service providers for which contracts are not required. The report shall include:

a. The Guidelines;

b. An explanation of the Guidelines and any amendments to the Guidelines made since the last report;

c. A list of the contractors providing goods or performing services since the last annual report;

d. ~~all~~All contracts entered into with New York state business enterprises and the subject matter and value thereof~~,~~;

e. ~~all~~All contracts entered into with certified ~~MWBEs~~M/WBEs and the subject matter and value thereof~~,~~;

f. ~~all~~All referrals made and all penalties imposed pursuant to Section 316 of the Executive Law~~,~~;

g. ~~all~~All contracts entered into with foreign business enterprises, and the subject matter and value thereof~~,~~;

h. ~~all~~All procurement contracts which were exempt from the publication requirements of article four-C of the Economic Development Law, and the basis for any such exemption~~,~~;

i. ~~a~~A list of all procurement contracts entered into since the last annual report, the selection process used to select contractors, and the status of existing procurement contracts~~.~~; and

j. ~~The report shall identify~~An identification of any contractors and service providers not subject to contract that are minority and women-owned enterprises and ~~shall identify~~ Corporation efforts to solicit Minority and Women-Owned Enterprises to provide goods and services.

~~1002~~1102. The Corporation shall submit its annual report on procurement contracts to the Division of the Budget.

~~1003~~1103. The Corporation shall submit copies of its annual report on procurement contracts to the:

a. Office of the State Comptroller;

b. Senate Finance Committee;

c. Assembly Ways and Means Committee; and

d. Department of Economic Development.

~~1004~~1104. The Corporation shall make copies of its annual report on procurement contracts available to the public upon reasonable request.

ARTICLE XII

~~ARTICLE XI~~

ANNUAL REVIEW AND APPROVAL OF GUIDELINES

~~1101~~1201. The Corporation Directors shall annually review and approve these Procurement Contract Guidelines.

ARTICLE XIII

~~ARTICLE XII~~

AMENDMENT OF GUIDELINES

~~1201~~1301. The Corporation Directors may, from time to time, amend by resolution, these Procurement Contract Guidelines.

ARTICLE XIV

~~ARTICLE XIII~~

EFFECT OF NONCOMPLIANCE WITH GUIDELINES

~~1301~~1401. Failure by the Corporation to comply with the provisions of these Guidelines shall not be ———deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement for the procurement of goods or services.

Attachment:— "Appendix A"

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK

LOCAL GOVERNMENT ASSISTANCE CORPORATION CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the New York Local Government Assistance Corporation (hereinafter "Corporation") or the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. The Corporation shall have no liability under this contract to the Contractor or anyone else in excess of moneys available to the Corporation for the purpose of making payments pursuant to this contract. The Corporation expects to have moneys available to it only from the proceeds of bonds issued by the Corporation or appropriations by the Legislature of the State of New York. In accordance with Section 3240 of the Public Authorities Law, the State of New York (hereinafter the "State") shall have no liability under this contract and is not obligated to appropriate moneys to the Corporation. No contractor shall have the right to force the Corporation to issue its bonds to make moneys available for payment pursuant to any contract.

2. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Corporation and any attempts to assign the contract without the Corporation's written consent are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of this contract may be waived at the discretion of the Corporation where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The Corporation retains its right to approve an assignment and to require that any proposed assignee (successor Contractor) demonstrate its responsibility to do business with the Corporation. The Contractor may, however, assign its right to receive payment without the Corporation's prior written consent.

3. WORKERS' COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

4. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a

contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex (including gender identity or expression) or national origin: (a) discriminate in the hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex (including gender identity or expression) or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. <u>WAGE AND HOURS PROVISIONS</u>. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any Corporation approved sums due and owing for work done upon the project.

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

7. <u>INTERNATIONAL BOYCOTT PROHIBITION</u>. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of

the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Corporation within five (5) business days of such conviction, determination, or disposition of appeal.

8. SET-OFF RIGHTS. The Corporation shall have the right of set-off. This right shall include, but not be limited to, the Corporation's option to withhold for the purposes of set-off any moneys due to the Contractor under the contract up to any amounts due and owing to the Corporation or the State with regard to this contract or any other contract with the Corporation, including any contract for a term commencing prior to the term of this contract.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized by the Corporation to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspecting, auditing and copying. The Corporation shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Corporation official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Corporation's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER and/or VENDOR IDENTIFICATION NUMBER. All invoices or vouchers submitted to the Corporation for payment for the sale of goods or services or the lease of real or personal property to the Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority for the Corporation to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the Tax Law. Disclosure of this information by the seller or lessor to the Corporation is mandatory. The principal purpose for which the information is collected is to enable the Corporation or the

State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the Corporation to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information will be maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

11. <u>EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN</u>. The Corporation is subject to, and requires all contractors to adhere to, the provisions of Article 15-A of the Executive Law. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby the Corporation is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Corporation; or (ii) a written agreement in excess of $100,000.00 whereby the Corporation is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Corporation's contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovations, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Corporation shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Corporation shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Section 2880 of the Public Authorities Law and the rules and regulations promulgated by the Corporation pursuant thereto.

15. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be sufficient.

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the Contractor to establish to meet with the approval of the Corporation.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the Corporation; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Corporation.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St – 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

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

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

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

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

20. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684, and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Note: as of May 15, 2002 the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana, and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

21. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

22. PROCUREMENT LOBBYING. To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the Corporation may terminate this contract by providing written notification to the Contractor in accordance with the terms of this contract.

23. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the Corporation discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of this contract, if the Corporation determines that such action is in the best interest of the Corporation or of the State.

24. IRANIAN ENERGY SECTOR DIVESTMENT. By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

25. OBSERVATION OF LAWS. The Contractor agrees to observe all Federal, State and local laws and regulations, whether or not referred to in this contract or this Appendix A, and to procure all necessary licenses and permits.

26. INDEPENDENT CONTRACTOR STATUS. The relationship of the Contractor to the Corporation is that of an independent contractor and the officers and employees of the Contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees or agents of the Corporation or of the State by reason hereof, and shall not make any claim, demand or application to or for any right of the Corporation or of the State, including but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

27. COMPTROLLER APPROVAL. Where required by the State Comptroller pursuant to Section 2879-a of the Public Authorities Law and 2 NYCRR Part 206, this contract (and any amendment thereto) shall not be valid, effective or binding upon the Corporation until it has been approved by the State Comptroller and filed in his or her office.

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

Revised: March 8, 2013

SECTION IV

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

PROCUREMENT CONTRACT GUIDELINES

INCLUDING STANDARDS FOR THE SELECTION OF

PERSONAL SERVICE CONTRACTORS

Dated June 28, 2016

As last amended on March 8, 2013 by Resolution No. 2013-04
and including proposed revisions for Board consideration (not in black-line format)

9/4/90
As last amended June 28, 2016

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

PROCUREMENT CONTRACT GUIDELINES

INCLUDING STANDARDS FOR THE SELECTION OF

PERSONAL SERVICE CONTRACTORS

ARTICLE I

STATEMENT OF PURPOSE

101. These Guidelines are adopted pursuant to the provisions of the Act, Section 2879 of the Public Authorities Law and Articles 15-A and 17-B of the Executive Law and shall be reviewed and approved by a quorum of the Corporation's Directors at least annually.

ARTICLE II

DEFINITION OF TERMS

201. Definitions. The following terms shall, for purposes of these Guidelines, have the following meanings unless the context shall clearly indicate some other meaning:

"Act" shall mean Chapter 220 of the Laws of 1990, as amended, creating the New York Local Government Assistance Corporation.

"Corporation" shall mean the New York Local Government Assistance Corporation.

"Counsel" shall mean the Corporation's General Counsel or any Deputy Counsel or Assistant Counsel appointed by the General Counsel.

"Minority-Owned Business Enterprise" ("MBE") shall mean a minority-owned business enterprise as defined in Section 2879 (3)(c) of the Public Authorities Law and Article 15-A of the Executive Law.

"Officer" shall mean any person so defined in the By-Laws of the Corporation.

"Personal Services" shall mean any services performed for fee, commission, or other compensation by persons or organizations who are not providing such services as Officers or employees of the Corporation or any State agency or public corporation. Personal Services include, but are not limited to, the following services: legal, audit and accounting, management consulting, investment banking, financial advice, or any other services of a consulting, technical, or professional nature.

"Procurement Contract" means any written agreement of the Corporation for the acquisition of goods or services of any kind in the actual or estimated amount of $5,000 or more.

"Service-Disabled Veteran-Owned Business" ("SDVOB") means a certified service-disabled veteran-owned business enterprise as defined in Article 17-B of the Executive Law.

"Women-Owned Business Enterprise" ("WBE") means a women-owned business enterprise as defined in Section 2879(3)(a) of the Public Authorities Law and Article 15-A of the Executive Law.

ARTICLE III

TYPES OF GOODS AND SERVICES FOR PROCUREMENT

301. A description of the types of goods purchased and, for procurement contracts for services, the areas of responsibility and oversight requiring the use of procurement contracts and the reasons for the use of the procurement contracts include but are not limited to the following:

1. Types of Goods Purchased

   a. Furnishings and equipment

   b. Supplies

2. Types of Services Procured

   a. Legal

      Provide legal services in the areas of Corporation bond and note financing and litigation.

   b. Audit and Accounting

      Provide audit services pertaining to the year-end financial statements for the Corporation. Perform special audits.

   c. Investment Banking

      For negotiated or private sales, provide assistance, including remarketing agent services, in the preparation, marketing, sale, and distribution of Corporation debt instruments.

   d. Trustee Banking Services

      Provide banking services to monitor the timely receipt of debt service payments, compliance with reserve requirements, retirement of debt, collateral valuations, investment of Corporation funds, including bond and

note proceeds, and other services, including escrow agent and tender agent services, as required by the Corporation's various debt resolutions.

e. Custody and Safekeeping Services

Provide custody and safekeeping services to secure Corporation investments, and receive and valuate underlying collateral securing the investment of Corporation funds including bond and note proceeds.

f. Printing

1. Provide financial printing services.

2. Provide graphic, layout and printing services for Corporation annual and special reports.

g. Financial Advice

Provide independent advice to the Corporation on planning for the sale, structure, method, and documentation for its sales of bonds or notes; and provide post-sale monitoring advice on accounts, investments, and Federal regulations; and the preparation of Corporation reports.

h. Investment Agent

Provide investment services for Corporation funds, including bond and note proceeds.

i. Management Consulting

Provide analysis and recommendations concerning the Corporation's organizational structure and the management of its operations.

j. Credit Facility Provider

Provide credit facility or liquidity support for payment of debt service on Corporation bonds, notes, or other obligations.

ARTICLE IV

SELECTION OF PERSONAL SERVICE CONTRACTORS

400. Application of this Article

This Article shall apply to the selection of Investment Banking Services for negotiated or private sales of Corporation bonds, notes or other obligations and other providers of services who are appointed by the Corporation Directors but whose appointment is not governed by a contract as well as providers of services who are subject to formal contract award.

401. Use of Personal Service Contractors

It is the preference of the Corporation Directors that Corporation responsibilities be performed by New York State or Corporation employees assigned to provide services to the Corporation, and that, when Personal Service Contractors are used, contractors be selected from as broad a spectrum of providers as is practical and contracts be awarded consistent with the quality of service required at fair and reasonable prices. Personal Service Contractors shall be used only when it has been determined by the Directors or by a Corporation Officer, as authorized by the Corporation Directors, that such service is necessary or convenient to the performance of Corporation responsibilities.

402. Selection and Approval of Personal Service Contractors

1. Source Selection Methods

The Corporation shall select personal service contractors in accordance with the following selection methods:

a. Competitive Bid (e.g., by Invitation for Bids ["IFB"])

Solicitation of price bids for specified services, to be awarded to qualifying personal service contractors primarily on the basis of the lowest price. Competitive bids are to be solicited when the services required are of a standardized nature that may reasonably be made the subject of specifications to which bidders respond with required qualification data and price offers.

b. Requests for Proposals ("RFP")

Solicitation of specific proposals responsive to the solicitation that indicate an understanding of the financial, legal, organizational and logistical requirements and technical problems involved in the solicitation, which also details elements of performance including techniques and procedures, together with price. Award of a contract with this method is made on the basis of a formal evaluation of the characteristics, quality and cost of such proposals. Whenever possible, the RFP must state the Corporation's basis for award, including the general process for evaluation of the proposals and award of contract, including the relative weight of technical merit versus cost. Before evaluation of the proposals commences, a Corporation Officer must approve a procedure with instructions for evaluation for the review of proposals and must distribute the procedure to all involved in the evaluation process. The method of evaluation should include, where applicable, provision for numerical ranking of proposals, according to stated evaluation criteria. Evaluations of interviews of proposers (if required) shall also be done based on criteria stated in the evaluation procedure. The Corporation shall document the evaluation results and explain the process for selection and the basis for award in its recommendation to the Corporation's Directors for approval of the award of the winning proposal.

c. Sole Source

When an authorized Officer or agent of the Corporation determines in writing that there is only one source for a required service, the contract for that service may be awarded without competitive procedures.

d. Emergency

In the case of an emergency arising out of an accident or other unforeseen occurrence or condition whereby circumstances affecting funds of the Corporation, property of the Corporation or life, health, or safety require immediate action which cannot avail competitive procedures, an authorized Officer or agent of the Corporation may award a contract without competitive procedures. A record setting forth the circumstances under which a contract was let shall be maintained for a period of at least a year following the date of approval of the Corporation's next Annual Report on Procurement Contracts.

e. Legal Services

The Corporation will ordinarily select firms to provide Legal Services through a Request for Proposal process. However, the Corporation may select contractors for legal services from a pre-qualified group of potential contractors. The pre-qualified group shall be selected after a competitive process taking into account qualifications, performance data and the reasonableness of cost. Any pre-qualified group shall be updated and/or recertified annually. Contract awards shall be based upon responses received from the prequalified group for the specific services then required.

f. Noncompetitive Procedures

Without complying with competitive procedures, the Corporation may award personal service contracts (i) valued below $5,000, or (ii) valued at or below $200,000 to small business concerns or those certified as an MBE or WBE, or (iii) without regard to monetary thresholds when the Directors unanimously determine that it is in the best interest of the Corporation to do so and approve a resolution stating the reasons therefor.

g. Advertisement Requirements for Competitive Sources Selection Methods

The solicitation of bids, proposals, or submissions of qualification data for personal service contracts shall be made by the Corporation in a manner determined by an authorized Officer or agent of the Corporation to be the most cost effective for providing reasonable competition for the Corporation's personal service contracts. This may include advertisement in appropriate newspapers or trade journals, direct mailings to firms considered qualified and such other outreach mechanisms as are consistent with the policy of these guidelines, including the MBE and WBE (together

"M/WBE") provisions thereof. Notice of procurement contract opportunities must be advertised in *The New York State Contract Reporter* as required by Article 4-C of the Economic Development Law.

h. All contracts for Personal Services shall be limited to a maximum of one year unless the Corporation Directors by resolution determine that a longer period for a particular contract is in the best interest of the Corporation. Contracts for periods of longer than one year must be approved by Directors' resolution and reviewed annually by the Directors. Contracts for Legal Services and Financial Advice Services shall not be longer than five years, including the initial contract period and any contract extensions approved by the Corporation's Directors.

i. All contracts for Personal Services shall be in writing and approved by an authorized Officer or agent of the Corporation.

j. The form of all contracts for Personal Services shall be approved by the Corporation's Counsel.

k. The Corporation Directors may select a team of senior managing underwriters for a period of several years through an RFP process managed by the Comptroller in his role as Exclusive Agent for the private sale of Corporation bonds or notes.

403. All contracts for personal services, where required, shall be submitted to the Office of the State Comptroller's Bureau of Contracts for review and approval.

ARTICLE V

SELECTION OF VENDORS AND SUPPLIERS FOR THE PURCHASE OF GOODS

501. In the procurement of furniture, equipment, and supplies for the Corporation, the Corporation shall perform the following tasks:

a. Establish a realistic furniture, equipment, and supplies budget.

b. Place advertisements for goods and services in the same manner as described in 402.1.g. of these Guidelines.

c. Perform a comparative pricing and cost analysis for each item needed, including prices of those items which are available through the State Office of General Service contracts.

d. Prepare contracts and/or purchase orders for the acquisition of all commodities. Use of State contracts is preferable when the items are available at lower cost.

e. Monitor vendors for quality control and timely deliveries.

f. Verify the quantities received and the quality of the products in light of the specifications, and monitor the vendor invoices for timely payments.

g. If the estimated cost of the goods exceeds $5,000, a competitive bidding procedure will be followed unless (i) the Directors unanimously determine that it is in the best interest of the Corporation not to use the competitive process, and approve a resolution stating the reasons therefor or (ii) the estimated cost of the goods does not exceed $200,000 and the goods are purchased from small business concerns or those certified as an MBE or WBE or the goods or technology are recycled or remanufactured.

502. All contracts for procurement of goods, where required, shall be submitted to the Office of the State Comptroller's Bureau of Contracts for review and approval.

ARTICLE VI

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN CONTRACTS OF THE CORPORATION

601. The Corporation shall, in the procurement of goods and services, comply with Article 15-A of the Executive Law and Section 2879 of the Public Authorities Law. The Co-Executive Directors of the Corporation shall designate one or more senior staff of the Corporation to oversee the compliance efforts and to report directly to the Co-Executive Directors in regard to such efforts. The Corporation shall, in order to promote the use of MBEs and WBEs in procurement contracts and the provision of investment banking services, solicit offers from M/WBEs known to have experience in the area of the goods and services to be provided, regardless of the type of contract or investment banking services and the Corporation shall advertise procurement opportunities to professional and other organizations that serve M/WBEs providing the types of goods and services being procured by the Corporation.

602. The Corporation shall maintain lists of qualified certified M/WBEs, including professional firms that have expressed an interest in doing business with the Corporation and ensure that such lists are updated regularly. The Corporation shall also consult the lists of certified M/WBEs maintained by the NYS Department of Economic Development's Division of Minority and Women's Business Development.

603. The Corporation shall establish appropriate goals for participation by M/WBEs in procurement contracts awarded by the Corporation, and for the utilization of M/WBEs as subcontractors and suppliers by entities having such contracts with the Corporation. The Corporation shall establish statewide M/WBE numerical participation target goals based on the findings of the 2010 Disparity Study, commissioned by the NYS Department of Economic Development.

604. If the performance of any contract or appointment for investment banking services permits or requires the use of a subcontractor, supplier, partner or joint venturer, the Corporation shall establish appropriate goals for participation by M/WBEs in such contracts awarded by the Corporation and for the utilization of M/WBEs in such contracts. The Corporation

shall establish statewide numerical participation target goals based on the findings of the 2010 Disparity Study, commissioned by the NYS Department of Economic Development.

605. The Corporation shall conduct procurements in a manner that will enable the Corporation to achieve the maximum feasible portion of the established goals and that eliminates barriers to participation by M/WBEs. To accomplish this, the Corporation shall:

a. Implement measures and procedures (i) to ensure that certified M/WBEs be given the opportunity for maximum feasible participation in the performance of the Corporation's contracts and (ii) to assist in the Corporation's identification of those Corporation contracts for which certified M/WBEs may best bid to actively and affirmatively promote and assist their participation in the performance of the Corporation's contracts so as to facilitate the Corporation's achievement of the maximum feasible portion of the goals for the Corporation's contracts to such M/WBEs;

b. Designate the Division of Minority and Women-Owned Business Development to certify and decertify M/WBEs for the Corporation through a process that meets applicable State and federal requirements;

c. Set forth in each contract solicitation document accompanying each solicitation the expected degree of M/WBE participation based, in part, on:

1. The potential subcontract opportunities available in the prime procurement contract; and

2. The availability of certified M/WBEs to respond competitively to the potential subcontract opportunities;

d. Provide a current list of certified M/WBEs to each prospective contractor;

e. State in solicitations the fact that a bidder may count the M/WBE portion of a joint venture toward meeting its M/WBE participation goal;

f. State in solicitations that the Corporation may waive obligations of the contractor relating to M/WBE participation after a showing of good faith efforts to comply with the requirements of Article 15-A of the Executive Law, pursuant to the waiver provisions contained in subdivision six Section 313 of the Executive Law;

g. Verify that M/WBEs listed in a successful bid are actually participating to the extent listed in the project for which the bid was submitted;

h. In the implementation of the above, the Corporation shall:

1. Consider, where practicable, the severability of construction projects and other bundled contracts;

2. Implement a program that will enable the Corporation to evaluate each contract to determine the appropriateness of the goal;

3. Consider compliance with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purposes of the above; and

4. Consult the most recent disparity study pursuant to Article 15-A of the Executive Law.

606. Where the purchase of goods or services does not exceed two hundred thousand dollars, the Corporation may, where appropriate, engage in non-competitive solicitations with the goal of making awards to small business concerns or those certified as M/WBEs, or awards for the purchase of goods or technology that are recycled or remanufactured, in accordance with Section 2879 of the Public Authorities Law.

ARTICLE VII

SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISE PARTICIPATION IN CONTRACTS OF THE CORPORATION

701. The Corporation shall, in the procurement of goods and services, comply with Article 17-B of the Executive Law and related regulations which outline the standards, criteria and procedures by which the Corporation sets annual goals for direct and indirect contract opportunities with SDVOBs, and the process by which these master goal plans are submitted and procedures and consequences in the event established goals are not met without a good faith effort to maximize contractual opportunities for certified SDVOBs. This includes but is not limited to provisions contained in the following sections of this Article VII.

702. The Corporation shall establish, on a fiscal year basis, appropriate goals for participation by SDVOBs in procurement contracts awarded by the Corporation. The Corporation's goals shall be documented in a master goal plan. The Corporation's master goal plan shall be filed with the Director of the Division of Service-Disabled Veterans' Business Development (DSDVBD) on or before January 15 of each year, or at such time determined by the Director. A new master goal plan must be submitted at least once every five years.

703. The Corporation shall notify contractors in bid documents, requests for proposals, contract announcements, advertisements, or otherwise in writing and on its website of the goals established on the Corporation's contracts and provide an electronic link to the current list of certified SDVOBs to each prospective contractor.

704. In addition to the provisions contained in Article IV and Article V, the Corporation may, in order to afford certified SDVOBs the opportunity for meaningful participation in the performance of contracts for goods and services where SDVOB contract goals are practical, feasible and appropriate: (i) utilize set-asides for SDVOBs in accordance with established regulations and guidelines related to such use; and, (ii) utilize contract goal-setting, identifying the required percentage of SDVOB participation on a qualified procurement. The Corporation shall require contractors to submit utilization plans for

achieving contract goals established for the participation of certified SDVOBs performing commercially useful functions in relation to Corporation contracts. A form for the utilization plan shall be provided by the Corporation.

705. The Corporation, in accordance with the requirements in 9 CRR-NY 252.2(s), shall include a provision in its contracts expressly providing that any contractor who willfully and intentionally fails to comply with the SDVOB participation requirements as set forth in such Corporation contract shall be liable to the Corporation for damages as otherwise specified in the contract, and shall provide for other appropriate remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the Corporation related to the Corporation's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified SDVOB programmatic goals.

706. The Corporation shall submit information in the timeframe requested by the New York State Office of General Services to include in an annual report to be submitted by December 31st each year. Information to be provided shall include, but may not be limited to, the number of contracts entered into pursuant to Article 17-B of the Executive Law and the average amount of such contracts.

ARTICLE VIII

POLICIES TO PROMOTE THE PARTICIPATION BY NEW YORK BUSINESS ENTERPRISES AND NEW YORK STATE RESIDENTS IN PROCUREMENT CONTRACTS

801. The Corporation shall comply with the State Omnibus Procurement Law when applicable.

ARTICLE IX

PROVISIONS MADE A PART OF PERSONAL SERVICE CONTRACTS

901. Provisions to be contained in Personal Service contracts are the following:

a. Scope of Services.

b. Contract Price or Fee Structure.

c. Method or Basis of Payment.

d. Compliance with Laws, Rules and Regulations.

e. Laws of New York Apply.

f. Provisions Required by Law Deemed Inserted.

g. Creation of Independent Contractor Relationship.

h. Suspension or Alteration of Agreement.

i. Termination of Contract for Cause and Convenience.

j. Contract Deemed Executory.

k. The Corporation's Appendix A, "Standard Clauses for all New York Local Government Assistance Corporation Contracts" which is made a part of these Procurement Guidelines.

ARTICLE X

PROCUREMENT CONTRACTS WITH FORMER OFFICERS OR EMPLOYEES OF THE CORPORATION

1001. The Corporation may not enter into procurement contracts with former officers or employees of the Corporation or former New York State employees who provided services to the Corporation where such contract would be in contravention of law, would create a conflict of interest, or may create the appearance of impropriety.

ARTICLE XI

REPORTS TO THE DIRECTORS CONCERNING PROCUREMENT CONTRACTS AND SERVICE PROVIDERS NOT SUBJECT TO CONTRACT

1101. The Corporation shall annually prepare and approve a report on contracts and service providers for which contracts are not required. The report shall include:

a. The Guidelines;

b. An explanation of the Guidelines and any amendments to the Guidelines made since the last report;

c. A list of the contractors providing goods or performing services since the last annual report;

d. All contracts entered into with New York state business enterprises and the subject matter and value thereof;

e. All contracts entered into with certified M/WBEs and the subject matter and value thereof;

f. All referrals made and all penalties imposed pursuant to Section 316 of the Executive Law;

g. All contracts entered into with foreign business enterprises, and the subject matter and value thereof;

h. All procurement contracts which were exempt from the publication requirements of article four-C of the Economic Development Law, and the basis for any such exemption;

i. A list of all procurement contracts entered into since the last annual report, the selection process used to select contractors, and the status of existing procurement contracts; and

j. An identification of any contractors and service providers not subject to contract that are minority and women-owned enterprises and Corporation efforts to solicit Minority and Women-Owned Enterprises to provide goods and services.

1102. The Corporation shall submit its annual report on procurement contracts to the Division of the Budget.

1103. The Corporation shall submit copies of its annual report on procurement contracts to the:

a. Office of the State Comptroller;

b. Senate Finance Committee;

c. Assembly Ways and Means Committee; and

d. Department of Economic Development.

1104. The Corporation shall make copies of its annual report on procurement contracts available to the public upon reasonable request.

ARTICLE XII

ANNUAL REVIEW AND APPROVAL OF GUIDELINES

1201. The Corporation Directors shall annually review and approve these Procurement Contract Guidelines.

ARTICLE XIII

AMENDMENT OF GUIDELINES

1301. The Corporation Directors may, from time to time, amend by resolution, these Procurement Contract Guidelines.

ARTICLE XIV

EFFECT OF NONCOMPLIANCE WITH GUIDELINES

1401. Failure by the Corporation to comply with the provisions of these Guidelines shall not be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement for the procurement of goods or services.

Attachment: “Appendix A”

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK

LOCAL GOVERNMENT ASSISTANCE CORPORATION CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the New York Local Government Assistance Corporation (hereinafter "Corporation") or the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. The Corporation shall have no liability under this contract to the Contractor or anyone else in excess of moneys available to the Corporation for the purpose of making payments pursuant to this contract. The Corporation expects to have moneys available to it only from the proceeds of bonds issued by the Corporation or appropriations by the Legislature of the State of New York. In accordance with Section 3240 of the Public Authorities Law, the State of New York (hereinafter the "State") shall have no liability under this contract and is not obligated to appropriate moneys to the Corporation. No contractor shall have the right to force the Corporation to issue its bonds to make moneys available for payment pursuant to any contract.

2. NON-ASSIGNMENT CLAUSE. This contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Corporation and any attempts to assign the contract without the Corporation's written consent are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of this contract may be waived at the discretion of the Corporation where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The Corporation retains its right to approve an assignment and to require that any proposed assignee (successor Contractor) demonstrate its responsibility to do business with the Corporation. The Contractor may, however, assign its right to receive payment without the Corporation's prior written consent.

3. WORKERS' COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

4. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a

contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex (including gender identity or expression) or national origin: (a) discriminate in the hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex (including gender identity or expression) or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. <u>WAGE AND HOURS PROVISIONS</u>. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any Corporation approved sums due and owing for work done upon the project.

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

7. <u>INTERNATIONAL BOYCOTT PROHIBITION</u>. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of

the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Corporation within five (5) business days of such conviction, determination, or disposition of appeal.

8. SET-OFF RIGHTS. The Corporation shall have the right of set-off. This right shall include, but not be limited to, the Corporation's option to withhold for the purposes of set-off any moneys due to the Contractor under the contract up to any amounts due and owing to the Corporation or the State with regard to this contract or any other contract with the Corporation, including any contract for a term commencing prior to the term of this contract.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized by the Corporation to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspecting, auditing and copying. The Corporation shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate Corporation official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Corporation's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER and/or VENDOR IDENTIFICATION NUMBER. All invoices or vouchers submitted to the Corporation for payment for the sale of goods or services or the lease of real or personal property to the Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on his invoice or voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority for the Corporation to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the Tax Law. Disclosure of this information by the seller or lessor to the Corporation is mandatory. The principal purpose for which the information is collected is to enable the Corporation or the

State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the Corporation to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information will be maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

11. <u>EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN</u>. The Corporation is subject to, and requires all contractors to adhere to, the provisions of Article 15-A of the Executive Law. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby the Corporation is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Corporation; or (ii) a written agreement in excess of $100,000.00 whereby the Corporation is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the Corporation's contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b" and "c", above in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovations, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Corporation shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Corporation shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Section 2880 of the Public Authorities Law and the rules and regulations promulgated by the Corporation pursuant thereto.

15. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be sufficient.

Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the Contractor to establish to meet with the approval of the Corporation.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the Corporation; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Corporation.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, New York 12245
Telephone: 518-292-5220
Fax: 518-292-5884
http://www.empire.state.ny.us

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
30 South Pearl St – 2nd Floor
Albany, New York 12245
Telephone: 518-292-5250
Fax: 518-292-5803
http://www.empire.state.ny.us

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

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

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

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

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

20. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684, and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. Note: as of May 15, 2002 the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana, and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

21. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

22. PROCUREMENT LOBBYING. To the extent this contract is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the Corporation may terminate this contract by providing written notification to the Contractor in accordance with the terms of this contract.

23. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the Corporation discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of this contract, if the Corporation determines that such action is in the best interest of the Corporation or of the State.

24. IRANIAN ENERGY SECTOR DIVESTMENT. By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

25. OBSERVATION OF LAWS. The Contractor agrees to observe all Federal, State and local laws and regulations, whether or not referred to in this contract or this Appendix A, and to procure all necessary licenses and permits.

26. INDEPENDENT CONTRACTOR STATUS. The relationship of the Contractor to the Corporation is that of an independent contractor and the officers and employees of the Contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees or agents of the Corporation or of the State by reason hereof, and shall not make any claim, demand or application to or for any right of the Corporation or of the State, including but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

27. COMPTROLLER APPROVAL. Where required by the State Comptroller pursuant to Section 2879-a of the Public Authorities Law and 2 NYCRR Part 206, this contract (and any amendment thereto) shall not be valid, effective or binding upon the Corporation until it has been approved by the State Comptroller and filed in his or her office.

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

Revised: March 8, 2013

SECTION V

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

CONTRACT LISTING AND STATUS AS OF MARCH 31, 2016

New York Local Government Assistance Corporation

Annual Procurement Report Contract Status Listing

For the Fiscal Year Ended March 31, 2016

Contract Number	Vendor Name	Address	M/WBE Certified YES/NO	NYS or Foreign Vendor NYS/FV	Method of Procurement [1]	Number of Bids/ Proposals Received	Contract Description	Contract Date	Expiration Date	Total Contract Value	Amount Spent From Inception Thru March 31, 2016	Amount Spent During Fiscal Year Ended March 31, 2016
C000905	Hawkins Delafield & Wood LLP/Gonzalez Saggio & Harlan LLP	One Chase Manhattan Plaza, New York, NY 10005	Yes [2]	NYS	CRFP	10	Primary Bond Counsel - Joint Venture	02/28/2012	02/27/2017	$ 1,880,000.00	$ 149,012.97	$ 34,755.00
C000906	Orrick, Herrington & Sutcliffe LLP/Bryant Rabbino LLP	51 West 52nd Street, New York, NY 10019	Yes [3]	NYS	CRFP	10	Secondary Bond Counsel - Joint Venture	02/28/2012	02/27/2017	$ 2,040,000.00	$ 5,002.47	-
C000930	Fiduciary Communications Company	One State Street Plaza, 25th Floor, New York, NY 10004	No	NYS	IFB	1	Formatting and Placement of Notices of Sales	04/25/2014	04/24/2019	$ 99,600.00	-	-
C000945	Public Resources Advisory Group	39 Broadway, Suite 1210, New York, NY 10006	No	NYS	CRFP	5	Primary Financial Advisor	05/22/2014	01/31/2019	$ 1,457,500.00	$ 14,435.00	$ 7,385.00
C000946	First Southwest Company	250 West 57th Street, Suite 1420, New York, NY 10107	No	NYS	CRFP	5	Secondary Financial Advisor	06/17/2014	01/31/2019	$ 574,165.00	-	-
C000954	Sax-BST, LLP	26 Computer Drive West, Albany, NY 12205	No	NYS	CRFP	6	Auditing Services	05/08/2014	03/31/2019	$ 58,300.00	$ 20,300.00	$ 10,300.00
LGAC005	The Bank of New York Mellon	101 Barclay Street, 7W Floor, New York, NY 10286	No	NYS	CRFP	10	Trustee/Tender Agent	01/22/1991	04/01/2025	$ 7,063,233.38	$ 5,375,663.21	$ 216,305.75
LGAC049	Financial Guaranty Insurance Company	115 Broadway, New York, NY 10006	No	NYS	IFB	4	Municipal Bond Debt Service Resever Fund Policy	03/01/2000	04/01/2021	$ 1,105,000.00	$ 1,105,000.00	-
LGAC100	Morgan Stanley Capital Services Inc	1585 Broadway, New York, NY 10036	No	NYS	CRFQ	11	Swap Counterparty - 2003A	02/20/2003	04/01/2022	$ 195,345,601.34	$ 124,171,020.41	$ 5,012,160.64
LGAC101	UBS AG	677 Washington Boulevard, Stamford, CT 06901	No	NYS	CRFQ	11	Swap Counterparty - 2003A	02/20/2003	04/01/2024	$ 108,124,000.00	$ 74,431,063.46	$ 3,052,667.69
LGAC102	Societe Generale	245 Park Avenue, New York, NY 10167	No	NYS	CRFQ	11	Swap Counterparty - 2003A	02/20/2003	04/01/2024	$ 108,018,000.00	$ 74,439,202.37	$ 3,049,752.35
LGAC103	JPMorgan Chase Bank, N.A.	383 Madison Avenue, New York, NY 10179	No	NYS	CRFQ	11	Swap Counterparty - 2003A	02/20/2003	04/01/2022	$ 144,508,000.00	$ 101,607,257.01	$ 5,020,009.78
LGAC107	JPMorgan Securities Inc	383 Madison Avenue, New York, NY 10179	No	NYS	CRFQ	11	Remarketing Agent - 2003A-4V, 8V	02/20/2003	04/01/2024	$ 2,936,909.00	$ 1,504,317.03	$ 89,192.50
LGAC108	Morgan Stanley & Co. Inc	1221 Avenue of the Americas, New York, NY 10020	No	NYS	CRFQ	11	Broker-Dealer - 2003A-9V,10V	02/20/2003	04/01/2017	$ 7,931,676.38	$ 3,571,503.32	$ 24,147.43
LGAC109	UBS Financial Services	1285 Avenue of the Americas, New York, NY 10019	No	NYS	CRFQ	11	Broker-Dealer - 2003A-11V,12V	02/20/2003	04/01/2017	$ 3,903,706.00	$ 3,800,695.98	$ 153,535.95
LGAC116	JPMorgan Chase Bank, N.A.	383 Madison Avenue, New York, NY 10179	No	NYS	IFB	5	Standby Bond Purchase Agreement - 2003A-8V	02/20/2003	07/16/2019	$ 3,406,960.78	$ 2,573,455.83	$ 231,170.78
LGAC122	Goldman Sachs Mitsui Marine Derivative Products LP	200 West Street, New York, NY 10282	No	NYS	CRFQ	10	Swap Counterparty - 2004A	02/18/2004	04/01/2021	$ 50,728,073.00	$ 36,662,303.77	$ 3,293,776.08
LGAC132	JPMorgan Securities Inc	383 Madison Avenue, New York, NY 10179	No	NYS	SSP	Not Applicable	Remarketing Agent - 2008B-3V, 7V	06/26/2008	04/01/2024	$ 1,688,951.53	$ 921,678.95	$ 122,622.50
LGAC133	Goldman Sachs & Co.	200 West Street, New York, NY 10282	No	NYS	SSP	Not Applicable	Remarketing Agent - 2008B-AV-BV	06/26/2008	04/01/2021	$ 567,472.85	$ 376,026.53	$ 38,727.78
LGAC137	JPMorgan Chase Bank, N.A.	383 Madison Avenue, New York, NY 10179	No	NYS	CRFP	6	Standby Bond Purchase Agreement - 2008B-3V	06/26/2008	06/24/2019	$ 9,398,423.66	$ 6,764,957.89	$ 776,818.55
LGAC138	JPMorgan Chase Bank, N.A.	383 Madison Avenue, New York, NY 10179	No	NYS	CRFP	6	Standby Bond Purchase Agreement - 2008B-7V	06/26/2008	06/24/2019	$ 3,471,520.88	$ 2,502,224.82	$ 286,926.38
LGAC139	JPMorgan Chase Bank, N.A.	383 Madison Avenue, New York, NY 10179	No	NYS	CRFP	6	Standby Bond Purchase Agreement - 2008B-AV & 2008B-BV	06/26/2008	06/24/2019	$ 6,867,870.02	$ 5,168,938.33	$ 582,586.58
LGAC149	Bank of America, N.A.	777 Main Street, Hartford, CT 06115	No	NYS	CRFP	1	Standby Bond Purchase Agreement - 2003A-4V	12/01/2010	11/16/2018	$ 6,363,850.73	$ 4,784,795.87	$ 837,087.35
T000094	Imagemaster LLC	1182 Oak Valley Drive, Ann Arbor, MI 48108	No	FV	IFB	1	Financial Printing Services	05/20/2013	05/19/2015	$ 50,000.00	-	-
NA	Business Entity Data B.V.	Bernhardplein 200, Amsterdam, Netherlands 1097 JB	No	FV	PO	NA	Annual Maintenance Fee for GMEI Record	NA	NA	NA	NA	$ 110.01
NA	Fitch Ratings, Inc.	33 Whitehall Street, New York, NY 10004	No	NYS	PO	NA	Rating Services	NA	NA	NA	NA	$ 5,000.00
NA	Moody's Investor Services	250 Greenwich Street, New York, NY 10007	No	NYS	PO	NA	Rating Services	NA	NA	NA	NA	$ 9,000.00
NA	Standard and Poor's Financial Services, LLC	55 Water Street, New York, NY 10041	No	NYS	PO	NA	Rating Services	NA	NA	NA	NA	$ 10,000.00

1. CRFP = Competitive Request For Proposal, CRFQ = Competitive Request for Qualifications, IFB = Invitation For Bid, SSP = Single Source Procurement, PO = Purchase Order, ST = Purchased Under State Contract.
2. Hawkins Delafield & Wood LLP and Gonzalez Saggio & Harlan LLP are joint venturers that contract with LGAC to provide the Corporation with primary bond counsel services. Gonzalez Saggio & Harlan LLP is a certified M/WBE, Hawkins Delafield & Wood LLP is not an M/WBE.
3. Orrick, Herrington & Sutcliffe LLP and Bryant Rabbino LLP are joint venturers that contract with LGAC to provide the Corporation with secondary bond counsel services. Bryant Rabbino LLP is a certified M/WBE, Orrick, Herrington & Sutcliffe LLP is not an M/WBE.