REQUEST FOR PROPOSAL

BRIDGE REPLACEMENT AND MAXIMUM PROBABLE LOSS VALUATIONS

CONTRACT: BA-2026-OE-012-PS

August 19, 2026

PURPOSE: The New York State Bridge Authority (the "Authority" or "NYSBA") is seeking Proposals (Proposals) from experienced and qualified Engineering firms ("Proposers") capable of providing bridge replacement values for the Authority's bridge system as outlined in the Scope of Services.

Proposals must be received by The New York State Bridge Authority no later than the close of business 10:00 AM EDT on the date specified in Article IV, at its Headquarters Office: Mid-Hudson Bridge Toll Plaza, 2 Toll Road, Highland, New York, 12528 (mailing address: PO Box 1010, Highland, NY 12528). Please address all Proposals to Brian Bushek, Treasurer & CFO.

ARTICLE I. BACKGROUND AND ADMINISTRATIVE MATTERS

1.1 Authority Background

The Authority is a body corporate and politic and public benefit corporation created in 1932 and existing pursuant to the New York State Bridge Authority Act, Title 2 of Article 3 of the New York Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State, as amended (the "Act"). The Authority currently operates and maintains five vehicular toll bridges: the Rip Van Winkle Bridge near Catskill, the Kingston-Rhinecliff Bridge near Kingston, the Mid-Hudson Bridge at Poughkeepsie, the Newburgh-Beacon Bridge linking the cities of Newburgh and Beacon, and the Bear Mountain Bridge at the Bear Mountain section of Palisades Interstate Park, approximately five miles north of Peekskill, together with the toll-free Walkway Over the Hudson Bridge.

For information regarding the Authority and its finances, please refer to the Authority's website at www.nysba.ny.gov.

Current traffic volumes are approximately 32 million crossings per year over the five crossings. More detailed crossing data and other information about the Authority can be found on the Authority's website www.nysba.ny.gov.

1.2 Authority Contact:

Brian Bushek, Treasurer & CFO

New York State Bridge Authority

Mid-Hudson Bridge Plaza, 2 Toll Road

Highland, New York 12528

Email: bbushek@nysba.ny.gov Phone: 845-691-7245

No contact with any Authority personnel other than the authorized contact person is allowed until such time as an award has been made. Violation of this provision may be grounds for immediate disqualification.

See Article V for additional information and forms.

ARTICLE II. SCOPE OF SERVICES

2.1.

The Authority is soliciting a schedule of total replacement costs (TRC) for the purposes of satisfying New York Public Authorities Law reporting and the purchase of insurance as part of bonding obligations. The Authority procures insurance on the structures based upon the developed values. Current year coverage expires December 31, 2026 and new valuation estimates are required by November 15, 2026. By November 15, 2026 the Authority will need a completed valuation of both Total Replacement Cost (defining a pool of assets) and Maximum Probable Loss (MPL)(to define coverage level requirements) for the purpose of purchasing insurance for the Bridge System and the replacement value of all listed structures as indicated in Appendix T. Historically the Authority's GEC has provided the Authority with the included letter Appendix T: November 5, 2025 Estimated Bridge Replacement Costs from Modjeski and Masters. The Authority will require substantially the same detail by structure listed from the selected proposer. Historically the Authority utilized the data in Appendix T as both MPL and TRC. The Authority now seeks to receive MPL and TRC as separate assessments.

The Authority recognizes the time constraint and will consider an interim and final solution.

Additionally, the Authority will require as part of the proposal the annual cost to apply a recognized construction index to develop replacement values to be provided to the Authority by November 15th each year. The proposal shall include the proposal cost for this item for a period of not less than 9 subsequent years, to be exercised at the option of the Agency not later than 6 months prior to the report deadline.

Please refer to Exhibit "F" Scope of Services (As part of the form of agreement) for additional information.

Article III. CONTRACT TERMS AND CONDITIONS

3.1 Terms and Conditions

The selected Proposer ("The Contractor") will be required to enter into an agreement with the Authority that includes, but is not limited to, the terms and conditions set forth in the form of agreement in **Attachment A** of this RFP, including without limitation the Scope of Services included in **Exhibit "F"** hereto and all exhibits and appendices to the form of agreement and Scope of Services. If a Proposer objects to any such term or condition, the Proposer must state such objection in writing and submit such objection to the Authority contact person identified in Section 1.2 of this RFP by the deadline for submission of written questions set forth in Section 4.1 herein. Such objections must be stated in detail and, if the Proposer is seeking alternative language for a particular term or condition, accompanied by the Proposer's requested alternative language. The Authority may accept or reject any such objections or alternative language in its discretion. The Authority will address such objections in its official responses to questions and/or via addenda to this RFP.

Submission of a proposal constitutes an acknowledgement that the Proposer has thoroughly examined and become familiar with the work required under this RFP; that it is capable of performing quality work to achieve the objectives of the Authority; and that it will accept these terms and conditions unless exceptions are specified in the Proposer's submission as set forth in Section 4.5 of this RFP, and accepted by NYSBA.

The term of the Contract will be one (1) year with nine (9) optional extensions of one (1) year each.

3.2. Fee Proposals

The fee proposal shall be submitted using **Appendix O**. The fee proposal shall constitute an all-inclusive fee proposal. Such fee proposal shall incorporate all costs for providing all services required in this RFP. No add-on fees beyond what is proposed in Appendix O will be considered.

Proposal costs may include not more than actual and necessary travel, subsistence and other out-of-pocket expenses incurred in connection with the services performed under the agreement, as approved by the Authority pursuant to the Travel and Expense Manual from the NYS Office of the State Comptroller that can be found at: http://www.osc.state.ny.us/agencies/travel/travel.htm .

3.3. Equal Employment Opportunity Requirements

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, U.S.C. 200d to 2000d-4 and Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, The New York State Bridge Authority, hereby notifies all who respond to this solicitation, invitation, request for qualifications or proposal that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business owners will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

The successful Proposer must be in compliance with the provisions of Section 312 of the New York Executive Law which requires New York State contractors to ensure equal employment opportunity to all persons without regard to race, color, religion, sex, national origin, age disability or marital status, and to promote full realization of equal opportunity through a positive and continuing program.

Information concerning the availability of New York State subcontractors and suppliers is available from the New York State Department of Economic Development, which includes the directory of certified minority and women owned businesses. **It is the policy of the New York State Bridge Authority to encourage the use of New York State subcontractors and suppliers, and to promote the participation of minority and women owned businesses where possible, in the procurement of goods and services.**

Contractors who join with minority or women owned businesses or who realistically propose to involve such enterprises in the delivery of the services required by the Authority will be deemed to have an advantage. To be considered realistic, details of such involvement must be presented in the Proposal and shall, if instrumental in the selection process, be considered a condition of the Contract.

Goals for the participation of women owned and minority owned business enterprises under the New York State Bridge Authority WBE/MBE Goal Implementation Plan are as follows:

18 percent for women owned businesses

12 percent for minority owned businesses

6 percent for Service Disabled Veteran Owned Businesses.

Commitment to meet those goals will be a requirement of the project Contract and Proposals that fail to address a specific plan to do so may be considered non-responsive. **Forms reflected as Appendices J, K & L** shall be completed and submitted with the Proposal.

3.4. Insurance Requirements

The terms and conditions of the Contract will provide that the successful Proposer will indemnify and hold the Authority, its Board members, officers and employees, and the State of New York, harmless against all loss, cost or damage on account of any injury to person or property as a result of the performance of this contract and against all fines, penalties and other losses which the Authority shall be obliged to pay or incur in connection with the performance of the work under the Contract.

Protective Liability Insurance must also be issued to and covering the liability for damages imposed by law upon The People of the State of New York and the Commissioner of Transportation and all employees of the Commissioner of Transportation both officially and personally, with respect to all operations under the Contract by the Contractor or their subcontractors, including omissions and supervisory acts of the State.

In addition, the successful Contractor shall procure and maintain at their own expense and without expense to the Authority, insurance for liability for damages imposed by law, of the kinds and amounts identified below, in insurance companies authorized to do business in the State of New York, covering all operations under the contract, whether performed by the successful Proposer or his subcontractors. Before the inception of this contract the successful Proposer shall furnish to the Authority a Bridge Authority Certificate of Insurance form satisfactory to the Authority exhibiting compliance with this paragraph and providing that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the Authority.

The types and limits of insurance will include the insurance provisions described Articles 19 & 20 and be reflected as **EXHIBIT D to the form of agreement attached hereto as ATTACHMENT A.**

ARTICLE IV. PROCEDURE FOR SUBMISSION OF PROPOSAL

4.1 Schedule of Events and Deadlines

Questions regarding this RFP must be in writing and must be received by Brian Bushek, Treasurer at the address set forth above no later than **August 28, 2026 by 4:00 p.m. Eastern Time**. Questions sent via e-mail are acceptable if received no later than the deadline. Responses to questions will be provided in writing via email. Any Authority changes to this RFP will be made by written addendum provided via email. No oral modification will be binding.

Deadline: **Proposals** are due to the Authority **by 4:00 p.m. Eastern Time on September 10, 2026.** See 4.6 for Submission requirements. Note that proposals ma not be submitted using email or transfer software.

The following is a tentative schedule for the milestones in this process. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion.

RFP Release:	August 19, 2026
RFP Questions Due:	August 24, 2026
RFP Proposals Due:	September 10, 2026
RFP Interviews at Agency Option:	September 14, 2026
RFP Contract Award:	September 17, 2026
RFP Notice to Proceed:	September 17, 2026

4.3 Written Questions & Responses; RFP Errors and Omissions

The Authority will provide official written responses to all written questions that are submitted to the Authority contact person identified in Section 1.2 of this RFP on or before the date set forth in Section 4.1 of this RFP. These responses will be distributed to all parties that have been furnished with this RFP. Prospective Proposers should rely only on these official written responses. Questions submitted after the due date set forth in Section 4.1 of this RFP may not receive a response.

If a Proposer believes there is any ambiguity, conflict, discrepancy, omission or other error in this RFP, such Proposer should immediately notify the Authority contact person identified as the Authority Contact in Section 1.2 of such error and request clarification of or modification to this document. Such notice should be given prior to the date for submission of questions but in any event not less than 72 hours prior to the deadline for submission of proposals.

Modifications to this RFP, when appropriate, will be made by addenda hereto and distributed to all parties who have been furnished with this RFP. Clarifications of this RFP, when appropriate, will be made by written notice to all parties who have been furnished with this RFP.

4.4 Proposal Format

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective Proposal are not desired and may be construed as an indication of the Proposer's lack of cost consciousness. Elaborate artwork, expensive bindings and expensive visual or other preparation aids are neither necessary nor desired. Conciseness is desirable. Responses should be limited to not more than 50 pages, excluding required forms, credit reports and financial statements.

4.5 Proposal Content

The following shall be included in the Proposal. The Authority reserves the right to, in its discretion, disqualify a proposal that does not include all of the information required below. The Proposal should be organized in the order the items are listed below:

4.5.1 PART I TECHNICAL PROPOSAL

a. Cover Letter. Cover letter identifying the Proposer, and the name, title, telephone, fax and email address of the contact person for the Proposal and, if different, the name, title and contact information for the person authorized to bind the Proposer. Include acknowledgement of receipt of Proposal addenda, if any. The Cover Letter shall also include a statement that the proposal is an irrevocable offer for 60 days from the date when proposals are due, or longer by mutual agreement.

b. Organization and Team.
    i. Organization. Provide a brief history and description of the Proposer's organizational structure including, size, scope of services, capability and area(s) of specialization.
    ii. Qualifications. Provide a description of the Proposer's qualifications, experience and evidence of its capability to provide the services required by the Authority. Identify the personnel that would be made available to work on the project and describe the anticipated areas of contribution for each. Include detailed resumes of key management and supervisory personnel who will be directly assigned to provide services to the Authority (the "Key Team"). This information should also include each individual's qualifying experience to perform the services assigned and his/her position and length of service with the Proposer.
    iii. References. Provide at least three references from public sector clients, preferably from entities of similar size and character to the Authority and for which the Proposer provided similar services to those described in this RFP. Provide the name, title, and telephone number of the client official responsible for the matters.
    iv. Client List. In addition to the three aforementioned references, Proposer must provide a client list including a detailed description of the specific services provided for each client to which the Proposer provided similar services to those described in this RFP within the past five (5) years. .
    v. Specific Project Experience. The Authority is especially interested in experience attributable to the Key Team to be assigned to the Authority's project. Include a client reference for each project.

c. Technical Performance of Scope of Services.
    i. A statement that the firm is willing to perform all services identified in the RFP and will abide by the terms of the RFP, including all attachments. This statement should specifically affirm that the Proposer will comply with all provisions of the Scope of Services.
    ii. A clear, comprehensive description of how the Proposer would go about meeting the needs of the Authority described in the Scope of Services.
    iii. A detailed work which shall include all of the guidelines and requirements set forth in Article II of this RFP. The work plan shall include, but not be limited to, the following information:

        1. Project Plan: Provide a detailed plan of what techniques will be used for performing the Scope of Services, please specify.
            a. Staffing Plan: provide a detailed staffing plan.
            b. Procedures: Describe in detail what specific methods will be utilized.

2. Communications: Describe the proposed procedures for information exchange with the Authority and the process to obtain data for the basis of the estimates.

iv. A proposed detailed milestone schedule indicating how the proposer will meet the milestones in the Form of Agreement at Attachment A.

v. A description of any reports / further information the Proposer would require from the Authority.

vi. A description of any other services the Proposer believes will be required to meet the needs of the Authority, and a description of the Proposer's plan for providing them.

vii. The transmittal letter must state whether any exceptions are taken to the terms and conditions and reference the specific subsection of the proposal where such exceptions are detailed.

d. EEO Commitment. Include a specific commitment to make a good faith effort to meet the Equal Employment Opportunity Requirements. See **Forms Attached as Appendices K & L.**

e. Authority Goals. A commitment by the Proposer to use good faith efforts to meet or exceed the Authority goals for WBE, MBE, and SDVOB contracts. Proposers must include completed **Forms Attached as Appendices J, K, & L**.

f. Subcontractors and Suppliers. If the Proposer intends to use any subcontractors and suppliers for the performance of services under the Contract, identify the subcontractor or supplier, provide resumes for their personnel, and the scope of their engagement. All information regarding qualifications and forms required of the Proposer must be provided for any subcontractor.

g. Vendor Responsibility; **Appendix J-1**. Proposers shall submit Appendix J-1 or alternatively may confirm in their cover letter that all information submitted to and on file with the NYS Comptroller's VenRep system in the Proposer's Vendor Responsibility Questionnaire remains complete and correct. Please note that VR forms should be completed online at https://www.osc.state.ny.us/vendrep/index.htm. An image or a screenshot of the completed form must be included with the RFP.

h. FOIL; **Appendix R**. All Proposals submitted to the Authority in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A Proposer may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission, which it has determined is a trade secret and which, if disclosed, would cause substantial injury to such organization's competitive position, using **Appendix R**. This characterization shall not be determinative, and the Authority assumes no responsibility for any disclosure or use of data submitted.

i. Other Forms. All responses shall include the attached Forms, along with all supporting items. All blank spaces in the Forms must be filled in. Any items which are not applicable to the Proposer's situation should be marked N/A (not applicable). Please note that VR forms may be completed online at https://www.osc.state.ny.us/vendrep/index.htm. An image or a screenshot of the completed form must be included with the proposal.

j. Disclosure of Investigations. Disclosure of any pending investigation of the Proposer or enforcement or disciplinary actions taken within the past three years by the NYS Department of Labor, NYS Department of Taxation and Finance, Internal Revenue Service, or other regulatory bodies.

k. A statement detailing any exceptions to the Contract terms and conditions, including the Scope of Services, as described at Article III to this RFP.

l. Other. A brief statement of any other special qualifications the Proposer may have or additional information relevant to the performance of the services for the Authority.

m. Signature. The Proposal shall be signed by an official authorized to bind the Proposer. The Proposal shall also provide the following information: name, title, address and the telephone number of individual(s) with the authority to negotiate, and contractually bind the company and also who may be contacted during a period of Proposal evaluation.

4.5.2. PART II PRICE PROPOSAL

Appendix O shall be completed, signed by an official authorized to bind the Proposer, and submitted with the Proposal in a separate sealed envelope marked "PRICE PROPOSAL FOR BRIDGE REPLACEMENT AND MAXIMUM PROBABLE LOSS VALUATIONS NYSBA RFP CONTRACT BA-2026-OE-012-PS" and the name of the Proposer.

4.6 Submission of Proposal

The Proposer must submit one (1) hard copy of its **technical proposal**, including the cover letter signed by an authorized officer of the Proposer in a manner required to bind the Proposer, together with one (1) counterpart on thumb drive in pdf form.

The Proposer must submit one (1) hard copy of its **price proposal** signed by the Proposer, which price proposal shall be included in a separate sealed envelope marked "Price Proposal" and the name of the Proposer.

Proposals must be received by Brian Bushek, Treasurer of the New York State Bridge Authority at the Authority's Headquarters office, no later than the submission deadline specified above, addressed as follows:

Via Overnight Delivery:

New York State Bridge Authority

Mid-Hudson Bridge Plaza, 2 Toll Road,

Highland, New York 12528

Attention Brian Bushek

OR

Via Mail:

New York State Bridge Authority

P.O. Box 1010

Highland NY 12528

Attention: Brian Bushek

The Authority will not accept Proposals by fax or electronic means.

The Authority is not obligated to accept any Proposal received after the due date/time.

4.7 Disclaimers; Materials Submitted.

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by the Proposers in the preparation of their Proposals or in attending the Pre-Proposal Conference or any interviews.

The Authority and its respective officials, agents, representatives and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the Authority does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with a website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

By submitting a Proposal, a Proposer accepts that it will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the Services requested or because of any lack of information.

Proposers should mark those sections of its Proposal that it believes contain proprietary information. The Authority reserves the right to make its own, independent determination as to whether material so marked is proprietary; the Authority will give proprietary treatment only to that material which it has determined to be proprietary. Further, the Authority's response to third party requests for information contained in a Proposal shall be governed by New York State Public Officers Law Articles 6 and 6-A, as applicable.

All materials submitted in response to this RFP will become the property of the Authority. The return of materials not selected for award shall be in the sole discretion of the Authority.

ARTICLE V. COMPLIANCE WITH NEW YORK STATE FINANCE LAW

5.1 SECTIONS 139-j and 139-k NEW YORK STATE FINANCE LAW SECTION 139-j – RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS

Pursuant to New York State Finance Law §139-j and §139-k, this RFP includes and imposes certain restrictions on communications between the Authority and a Proposer during the procurement process. Effective January 1, 2006, all procurements by the Authority in excess of $15,000 annually, are subject to the requirements of Sections 139-j and 139-k of the New York State Finance Law.

Section 139-j of the State Finance Law restricts the extent and nature of contacts that bidders/proposers (a/k/a "offerors") may make or initiate with the Authority concerning a procurement while that procurement is pending. Section 139-j, subdivision 3 of the State Finance Law requires that offerors shall make only permissible contacts (defined as oral, written or electronic communications with the Authority intended to influence a procurement) with the Authority concerning a procurement, by contacting the designated point of contact only, except in certain designated cases including the submission of written proposals in response to a solicitation, submission of written questions to the designated contact person when all such written questions and responses thereto are to be disseminated to all other offerors who have expressed interest in the procurement, or communications related to contract negotiations after being notified of the tentative award of a procurement.

Section 139-j, subdivision 6 of the State Finance Law requires that the Authority incorporate a summary of the policy concerning permissible contacts during procurements into all solicitations of proposals or bid documents or specifications for procurement contracts subject to the requirements of Sections 139-j and 139-k of the State Finance Law. Further, the Authority is required to obtain written affirmations from all offerors that they understand and agree to comply with the policy relative to permissible contacts during a governmental procurement.

Section 139-j, subdivision 8 of the State Finance Law requires that members, officers and employees of the Authority report violations of the policy regarding permissible contacts by offerors to the appropriate official responsible for reviewing or investigating such matters. A finding that an offeror knowingly and willingly violated the requirements of Section 139-j may result in a determination of non-responsibility, thereby making the offeror and its subsidiaries, affiliates and related entities ineligible for award of the contract. Subsequent determinations of non-responsibility based upon a violation of Section 139-j of the State Finance Law will result in the offeror being ineligible to submit a bid or proposal on any future procurement contract for a period of four (4) years. Finally, the Authority is required to notify the New York State Office of General Services ("OGS") of any determinations of non-responsibility or debarments due to violations of Section 139- j of the State Finance Law which, in turn, will be listed by OGS.

A Proposer is restricted from making contacts from the earliest date of notice of intent to solicit a "request for proposal" through final award and approval of the Contract by the Authority ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified in Section 1.1 of this solicitation. Authority employees and Board Members are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Proposer pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Proposer is debarred from obtaining governmental Procurement Contracts as defined in State Finance Law Section §139-j for a period of four (4) years from the date of the second final determination. Further information about these requirements can be found on the NYS Office of General Services website at www.ogs.state.ny.us. The Proposer is required to include **Forms A-1, A-2** and **A-3** with its proposal.

ARTICLE VI. AUTHORITY RESERVATION OF RIGHTS

By submission of a Proposal, the Proposer acknowledges and agrees that the Authority reserves the right, for any or no reason and in its sole and absolute discretion,

1. to amend, in whole or part, withdraw or cancel this RFP;
2. to issue addenda including changes to conform the RFP to applicable legal requirements and address any changes in the scope of the Project;
3. to seek the assistance of outside technical experts and consultants or obtain data from any source that has the potential to improve the understanding and evaluation of the SOPs;
4. to approve or disapprove the use of particular sub-contractors and/or substitutions and/or changes in a Proposer's organization;
5. to modify, at any time before the Proposal Due Date, the factors it will consider in evaluating Proposals and to otherwise revise or expand its evaluation methodology;
6. to correct any arithmetic errors in the Proposals;
7. to waive informalities and excuse minor irregularities contained in Proposal submissions. Such waiver shall in no way modify the RFP or excuse a Proposer that enters into a contract with the Authority from full compliance with the RFP;
8. to reject any Proposal where the Authority finds that the Proposer is non-responsible under State Finance Law §§ 139-j or 139-k or another State agency or authority has found the Proposer non-responsible under State Finance Law §§ 139-j or 139-k within the prior four (4) years;
9. to request that Proposers clarify elements in their Proposals and submit revised Proposals that incorporate such clarifications;
10. to contact any clients on the Proposer's client list and/or references furnished as part of the Proposal;
11. to meet with selected Proposers prior to the designation of qualified Proposers, to accept or reject any Proposals and any proposed exceptions;
12. to enter into negotiations contemporaneously and/or subsequently with any number of respondents as the Authority deems to be in its best interest in order to determine satisfactory terms and conditions of a final contract;
13. to accept or reject any or all Proposals prior to execution of the services contract for any or no reason and with no penalty to the Authority.

ARTICLE VII. EVALUATION AND SELECTION OF PROPOSERS

7.1 Review and Evaluation of Proposals.

The Authority reserves the right to request presentations, interviews or additional submissions by some or all Proposers after review of the written Proposals. When, in its discretion, the Authority feels that adequate information has been received, it will review the Proposals based on the criteria described in Section 7.3.

Each proposal will be date and time stamped when received. All proposals will be preliminarily reviewed to determine if they contain all of the required elements specified in this RFP. The Authority reserves the right to, in its discretion, disqualify without further evaluation a proposal that does not meet all of the RFP requirements.

7.2 Oral Presentations/Interviews

The Authority reserves the right to require some or all Proposers to give oral presentations regarding their proposals and/or to appear before the Authority for an interview. The Authority shall not be liable for any costs a Proposer incurs in association with such presentations or interviews. The purpose of the oral presentation/ interview is to give the Authority an opportunity to pose any questions that may have arisen during the review process and to give the Proposer an opportunity to elaborate on how specific components of the Scope of Services will be furnished and its ability to deliver the work. In the event the Authority decides to implement this stage of the evaluation process, further information will be provided to affected Proposers.

7.3 Evaluation Criteria

The evaluation of Proposals will consider satisfactory experience in connection with similar services rendered on behalf of public entities of similar size and character to the New York State Bridge Authority. The Authority will also consider, but not limit its evaluation to, qualifications and a description of how the Proposer will meet the Authority's needs.

Each Proposal will be evaluated using the criteria for selection set forth below, not necessarily in priority order:

1) Meets requirements described in 3.3 (EEO/WBE/MBE/DVBOE)

2) Business:

   A. Quality of proposal

   B. Firm and Key Team Personnel qualifications

   C. Firm and Key Team Personnel relevant experience

3) Technical:

   A. Approach to Scope of Services and Technical Requirements

   B. Recommendation of assumptions to be used to perform the Scope of Services within required timelines

4) Price Proposal

The Authority will evaluate cost and the remaining categories to score responsive proposals. Prospective proposers are advised that cost is a significant consideration and will be evaluated upon the establishment of those firms in the competitive range. By submission of its Proposal, the Proposer authorizes the Authority to investigate the qualifications of the Proposer under consideration, including contacting any or all references, requiring confirmation of information furnished by a Proposer, and requiring additional evidence of qualifications to perform the work described in this RFP or information clarifying their submissions.

7.4 Selection of Proposer

The Authority, as best suits its interests, may at any time request further information from one or more Proposers. The Authority may also enter into contract negotiations with more than one Proposer. Discretion to award a contract remains solely with the Authority Board.

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

LIST OF ATTACHMENTS TO REQUEST FOR PROPOSALS

The following attachments and appendices are made a part of this RFP as if fully set forth herein:

ATTACHMENT A **Form of Agreement for Services**

APPENDICES

Appendix A – Standard Clauses for all New York State Bridge Authority Contracts

Appendix B – MWBE Requirements and Procedures

Appendix B-1 – MWBE Utilization Form 100

Appendix B-2 – EEO Staffing Form 100

Appendix C – SDVOP Participation Goals / Utilization Plan

Appendix C-1 – SDVOB Utilization Form 110

Appendix D – Offeror's Certification of Adherence to Executive Order 177 Regarding Anti-Discriminatory Policies and Practices

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

Appendix F-1 – New York State Bridge Authority Attachment 1 Contractor and Vendor Acknowledgement Form

Appendix G – New York State Bridge Authority Vendor Assurance of No Conflict of Interest or Detrimental Effect

Appendix H – New York State Bridge Authority Gender Based Violence and the Workplace Certification

Appendix I – New York State Bridge Authority Non-Collusive Bidding Certification

Appendix J – New York State Bridge Authority Offeror Disclosure of Prior Non-Responsibility Determinations

Appendix J-1 – Vendor Information Form

Appendix K – New York State Bridge Authority Offeror's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Appendix L – New York State Bridge Authority Offeror's Certification of Compliance with State Finance Law §139-k(5)

Appendix M – Intentionally Omitted

Appendix N – Intentionally Omitted

Appendix O – Pricing Proposal

Appendix P – Client References

Appendix Q – Intentionally Omitted

Appendix R – Foil Confidentiality Notice

Appendix S – Intentionally Omitted

Appendix T – November 5, 2025 Estimated Bridge Replacement Costs from Modjeski and Masters

ATTACHMENT A to RFP

Form of Agreement for Services

BA-2026-OE-012-PS

Contract Name

NEW YORK STATE BRIDGE AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

WITH:

XXX XXXXXXXX

123 ABC ROAD

SOMEWHERE, NEW YORK 12205

ATTACHMENTS:

APPENDIX "A":	STANDARD CLAUSES
APPENDIX "B":	MWBE/UTILIZATION PLAN
APPENDIX "C":	SERVICE-DISABLED VETERAN-OWNED BUSINESS PARTICIPATION
EXHIBIT "A": EXHIBIT "B": EXHIBIT "C":	REQUEST FOR PROPOSAL CONSULTANT'S PROPOSAL
EXHIBIT "D":	INSURANCE
EXHIBIT "E"	CONSULTANT/VENDOR FACILITY ACCESS POLICY VENDOR ASSURANCE OF NO CONFLICT OF INTEREST OR DETRIMENTAL EFFECT
EXHIBIT "F"	SCOPE OF SERVICES

PROFESSIONAL SERVICES CONTRACT AGREEMENT

This AGREEMENT is made this 17 day of September 2026 by and between the New York State Bridge Authority (hereinafter referred to as "AUTHORITY"), whose office is at 2 Toll Plaza Road, Mid-Hudson Bridge Plaza, Highland, New York, and x x x x x x (hereinafter referred to as "CONSULTANT"), whose office is at xxxx xxxx, xxxx, New York 00000.

WITNESSETH

WHEREAS, the AUTHORITY intends to undertake (project description here) (hereinafter the "PROJECT") with the CONSULTANT and the agreement for this PROJECT is designated as BA-2026-OE-112-PS (hereinafter "AGREEMENT"); and

WHEREAS, the AUTHORITY desires the CONSULTANT because of its ability and reputation, to perform professional construction inspection services as more fully set forth in the Request for Proposal issued by the Authority, attached hereto as Exhibit "A," and the CONSULTANT's Proposal, attached hereto as Exhibit "B," and the CONSULTANT agrees to provide these services.

NOW, THEREFORE, the parties hereto, for the consideration hereinafter named do agree as follows:

ARTICLE 1. TERMS OF AGREEMENT. The engagement shall commence as of September 17, 2026 and shall continue for an initial period of one (1) year with renewal options for a total of 10 years at the Authority's option. This AGREMEENT may be extended in writing by mutual consent of the parties hereto upon the same terms and conditions for a period of time as agreed upon by the parties.

ARTICLE 2. WORK TO BE DONE. The Scope of Services shall be in compliance with the Request For Proposal issued by the AUTHORITY, attached hereto as Exhibit "A" and the proposal submitted by the CONSULTANT, attached hereto as Exhibit "B". The CONSULTANT shall ascertain the standard practices of the AUTHORITY prior to the execution of any of the work required by this AGREEMENT. All work under this AGREEMENT shall be performed in accordance with these standard practices and the provisions of the attached documents. The CONSULTANT will commence work upon execution of this AGREEMENT.

The CONSULTANT shall provide, to the satisfaction of the AUTHORITY, professional consulting services, as more fully described in the Request for Proposal issued by the Authority attached hereto as Exhibit "A," and the CONSULTANT's Proposal, attached hereto as Exhibit "B" (the "work"). The CONSULTANT will provide these services until completion and final acceptance of the work by the AUTHORITY.

At all times during the term of the AGREEMENT, the CONSULTANT guarantees that its assigned sub-consultants, agents or employees who shall perform the work under the AGREEMENT shall have the experience, knowledge, and licenses necessary to perform the work described in the AGREEMENT.

ARTICLE 3. DOCUMENTS FORMING THE AGREEMENT. This AGREEMENT constitutes the

entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this AGREEMENT will be valid provisions of this Contact. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

The AGREEMENT shall be deemed to include the AUTHORITY's REQUEST FOR PROPOSAL, EXHIBIT "A", the CONSULTANT'S PROPOSAL, EXHIBIT "B", INSURANCE, EXHIBIT "C", CONSULTANT/VENDOR FACILITY ACCESS POLICY, EXHIBIT "D" and the

provisions required by law to be inserted into the AGREEMENT, whether or not actually inserted, as set forth in APPENDIX "A" and APPENDIX "B" which are attached hereto and incorporated herein.

Any inconsistency or ambiguity in this AGREEMENT shall be resolved by giving precedence in the following order: (1) APPENDIX A; (2) APPENDIX B; (3) APPENDIX C; (4) This AGREEMENT; (5) RFP document (EXHIBIT A); (6) the CONSULTANT's PROPOSAL (EXHIBIT B); (7) INSURANCE. All of the foregoing is incorporated fully by reference.

ARTICLE 4. PROVISION FOR PAYMENT. The AUTHORITY shall pay to the CONSULTANT,

and the CONSULTANT agrees to accept as full compensation for its services under the Contract, payment in accordance with the CONSULTANT'S proposal attached hereto as Exhibit "B." Where applicable, the CONSULTANT shall present to the AUTHORITY an itemized list of expenses to be reimbursed with proof of expense acceptable to the AUTHORITY provided that no expense shall be reimbursed that has not been authorized in advance by the AUTHORITY. Payment for services under this AGREEMENT shall not exceed

$XXX,000.00 absent authorization by the Board of the AUTHORITY.

The CONSULTANT specifically agrees that the AGREEMENT shall be deemed executory only to the extent of the moneys available, and no liability shall be incurred by the AUTHORITY beyond the moneys available for the purpose.

CONSULTANT shall present an invoice to the AUTHORITY each month for services performed, travel time, and expenses. Payment shall be in full within thirty (30) days of the date of the invoice. No payment shall be made for hours in excess of the agreed to assignment without prior written approval.

The CONSULTANT must perform all Services under this AGREEMENT to the AUTHORITY'S reasonable satisfaction, as determined at the discretion of the AUTHORITY and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The AUTHORITY will not pay for work not performed to the AUTHORITY'S reasonable satisfaction, inconsistent with this AGREEMENT or performed in violation of federal, state, or local law (collectively, "deficiencies") until all deficiencies are remedied in a timely manner.

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this AGREEMENT. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the AUTHORITY subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the AUTHORITY of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this AGREEMENT, the AUTHORITY, at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the AUTHORITY in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

ARTICLE 5. PAYMENTS.

The CONSULTANT shall be paid in accordance with ARTICLE 4 of the AGREEMENT. Bills are subject to approval of the AUTHORITY's representative.

Accounts of the CONSULTANT shall clearly and specifically identify the hours of work and costs of the work performed under this AGREEMENT and shall be subject to periodic and final audit by the AUTHORITY.

The acceptance by the CONSULTANT of payment shall operate as and shall be a release to the AUTHORITY from all claims and liability to the CONSULTANT, its representatives and assigns, for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this AGREEMENT or for any part thereof except as otherwise provided in ARTICLE 7.

The CONSULTANT shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and make such materials available at reasonable times during the period of this AGREEMENT and for three years from the date of Payment under this AGREEMENT, for inspection by the AUTHORITY.

ARTICLE 6. INSPECTION. The duly authorized representatives of the AUTHORITY shall have the right to inspect the work or require a summary of activities of the CONSULTANT within a reasonable timeframe.

ARTICLE 7. EXTRA WORK. This AGREEMENT shall be continuously reviewed by the CONSULTANT to identify if any additional tasks are required that are not specified in the Scope of Services. The CONSULTANT shall notify the AUTHORITY of its results of those reviews in writing.

If the CONSULTANT is of the opinion that any work it has been directed to perform is beyond the scope of the AGREEMENT and constitutes extra work, it shall promptly notify the AUTHORITY in writing of this fact, prior to beginning any of the work. The AUTHORITY shall be the sole judge as to whether or not such work is in fact beyond the scope of this AGREEMENT and constitutes extra work. The AUTHORITY may, from time to time, authorize the CONSULTANT to perform extra work in connection with the services provided for in the articles of this AGREEMENT.

All agreements authorizing extra work or additional work and providing for additional compensation for such work shall be in writing and signed by an authorized representative of each party. Agreements for additional work shall take the form of supplemental agreements and may contain provisions for payments other than provided herein.

In the event of any claims being made or any actions being brought in connection with the PROJECT, the CONSULTANT agrees to render to the AUTHORITY all assistance required by the AUTHORITY. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner based on the rates and charges specified for similar services within the Scope of Services.

ARTICLE 8. INTERCHANGE OF DATA. Both parties mutually agree that all technical data and/or other documentation or materials in regard to the PROJECT existing in the office of the AUTHORITY or existing in the offices of the CONSULTANT shall be made available to the other party to this AGREEMENT without expense to such other party.

The CONSULTANT and the AUTHORITY shall treat as confidential, shall not disclose, unless required by Court order or judicial subpoena, and shall not use for the benefit of any person other than the CONSULTANT or the AUTHORITY, any and all information made available or disclosed to CONSULTANT or the AUTHORITY as a result of or related to the AGREEMENT; provided, however, the CONSULTANT and the AUTHORITY shall have no obligation hereunder as to any portion of such information which is disclosed by the CONSULTANT or the AUTHORITY to others without any restriction on use and disclosure.

ARTICLE 9. NO COLLUSION OR FRAUD. The CONSULTANT hereby agrees that the only person or persons interested as principal or principals in the proposal submitted by the CONSULTANT for this AGREEMENT are named therein, and that no person other than those mentioned therein has any interest in the above-mentioned proposal or in the securing of the award, and that the AGREEMENT has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the AGREEMENT was secured without collusion or fraud and that neither any officer nor employee of the Authority has or shall have a financial interest in the performance of the AGREEMENT or in the supplies, work, or business to which it relates, or in any portion of the profits thereof.

ARTICLE 10. OWNERSHIP OF DOCUMENTS AND MATERIALS. All documents, records,

programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this AGREEMENT, but specifically developed under this AGREEMENT shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the AUTHORITY and all such materials ("Work Product) will be the property of the AUTHORITY. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the AUTHORITY. Use of these materials, other than related to contract performance by the CONSULTANT, without the AUTHORITY'S prior written consent, is prohibited. The CONSULTANT shall provide the AUTHORITY full, immediate, and unrestricted access to the Work Product during the term of this AGREEMENT. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this AGREEMENT by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party.

ARTICLE 11. TERMINATION. The AUTHORITY shall have the absolute right to terminate or suspend this AGREEMENT, and such action shall in no event be deemed a breach of contract. If the AUTHORITY determines to act in accordance with this Article, such act does not constitute a breach of the AGREEMENT, or create any other cause of action by the CONSULTANT against the AUTHORITY. In the event the AUTHORITY terminates or suspends this AGREEMENT pursuant to this Article, neither party shall thereafter have any further rights against, or obligations or liabilities to, the other by reason of this AGREEMENT, however, the CONSULTANT shall be entitled to receive compensation for services performed to the AUTHORITY'S satisfaction and in accordance with the terms of this AGREEMENT, which services were performed prior to termination or suspension.

Any waiver, alteration or modification of any of the provisions of this AGREEMENT or cancellation or replacement of this AGREEMENT shall not be valid unless in writing and signed by the parties.

ARTICLE 12. INDEPENDENT CONSULTANT. The CONSULTANT, in accordance with its status as an independent CONSULTANT, covenants and agrees that its sub-consultants, agents and employees will conduct themselves consistent with such status, that its sub-consultants, agents and employees will neither hold themselves out as, nor claim to be, an officer or employee of the AUTHORITY by reason hereof, and that its sub-consultants, agents and employees will not, by reasons hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the AUTHORITY, including but not limited to Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 13. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that

it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 14. TRANSFER OF AGREEMENT. The CONSULTANT specifically agrees, as required by the State Finance Law, Section 138, that it is prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the AGREEMENT or of its right, title or interest therein, or its power to execute such AGREEMENT, to any other person, company or corporation, without the previous consent in writing of the AUTHORITY.

If this provision of the law is violated, the AUTHORITY shall revoke and annul the AGREEMENT and the AUTHORITY shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the AGREEMENT, and such transferee shall forfeit and lose all moneys therefore assigned under said AGREEMENT, except so much as may be required to pay his employees.

ARTICLE 15. PERSONNEL IDENTIFICATION. CONSULTANT will be required to follow the AUTHORITY's CONSULTANT/Vendor Facility Access Policy in EXHIBIT D. The AUTHORITY shall designate the required level of access that will be granted to the CONSULTANT. The AUTHORITY may or may not require the CONSULTANT to be certified by the SWAC (Secure Worker Access Consortium) or TWIC (Transportation Worker Identification Credential) prior to the commencement of work.

In accordance with the provisions set forth in Executive Order 13224 – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, issued by the US Dept. of the Treasury Office of Foreign Assets Control, the CONSULTANT, its agents and employees will be required to sign a statement of disclosure.

ARTICLE 16. COMPLIANCE WITH LAWS. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts.

ARTICLE 17. GOVERNING LAWS. This AGREEMENT shall be construed in accordance with and governed by the laws of the State of New York and the suit, if any, must be brought in the State of New York. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of New York.

ARTICLE 18. AGREEMENT SUPERCEEDS PREVIOUS AGREEMENTS. This AGREEMENT,

upon execution, shall supersede any previous agreement or authorizations between the AUTHORITY and the CONSULTANT.

ARTICLE 19. INDEMNIFICATION.

1. To the fullest extent permitted by law, CONSULTANT shall indemnify and save harmless, without limitation, the Authority and the State of New York (the "State"), and their respective officers, directors, board members, agents, employees, successors, and assigns ("Authority Indemnitees" and "State Indemnitees," respectively, and, collectively, "Collective Indemnitees") as their interests may appear, from any and all claims, suits, actions, damages, liabilities, fines, forfeitures, demands, losses, judgements, and costs of every kind and nature, and every name and description, arising from the products and services provided, or to be provided, under this AGREEMENT ("Claims").
2. CONSULTANT shall, at its own expense, defend the Authority Indemnitiees, the State Indemnitiees, or the Collective Indemnitiees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitiees, the State Indemnitees, or the Collective Indemnitiees. This obligation to defend shall include all attorneys' fees, disbursements, costs and any other expenses incurred in connection with such Claims. The Authority shall give CONSULTANT: (a) prompt written notice of any action, claim or suit for which CONSULTANT is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim or suit at CONSULTANT'S sole expense; and (c) assistance in the defense of any such action, claim, or suite at the expense of CONSULTANT. Notwithstanding the foregoing, if CONSULTANT defends the Authority

Indemnitees, the State Indemnitees or the Collective Indemnitees, the Authority and the State reserve their respective right to join and/or participate in such action at their own expense.

3. The Authority may retain and set-off from any amount due the CONSULTANT such monies as may be necessary to satisfy any claim recovered against the Authority Indemnitees or the Collective Indemnitees. Neither the CONSULTANT's obligations nor the Authority's rights under this Article 19 shall be deemed waived by the Authority's failure to retain the whole or part of any monies due CONSULTANT, or by the failure to resolve any such Claims, prior to the release of such monies. Further, neither CONSULTANT's obligations under this Article 19 nor the rights of the Authority Indemnitees or the State Indemnitees shall be limited or discharged by the enumeration in the AGREEMENT, or procurement, of any insurance in any amount.

4. CONSULTANT's indemnification and defense obligations under this Article 19 shall include any and all Claims that may arise from any products and services provided, or to be provided, under this AGREEMENT by CONSULTANT's agents, employees, and sub-CONSULTANTs, and by any other party furnishing products and services under this AGREEMENT.

    a. Survival

        i. The provisions of this Article 19 shall survive the expiration or termination of this AGREEMENT.

ARTICLE 20. INSURANCE - LIABILITY FOR DAMAGES.

A. The CONSULTANT shall be responsible for acts and omissions of its agents, employees, and sub-CONSULTANTs, and any other persons furnishing products and services on its behalf under or in fulfillment of this AGREEMENT. CONSULTANT shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the AUTHORITY. Acceptance of the Services by the AUTHORITY shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the AUTHORITY on which the CONSULTANT has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this AGREEMENT, to exercise its professional responsibilities to the AUTHORITY, or to notify the AUTHORITY of any errors or deficiencies which the CONSULTANT knew or should have known existed.

B. Where applicable, during construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the AUTHORITY when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the

CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.

C. Without expense to the AUTHORITY, the CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the AUTHORITY'S acceptance of the work product. The CONSULTANT shall provide evidence satisfactory to the AUTHORITY of the existence of insurance for liability for damages imposed by law and of the kind and in the amount hereinafter provided, the CONSULTANT must obtain insurance written by insurance companies licensed in and authorized to transact business in the State of New York, covering all operations under this AGREEMENT and/or any sub-CONSULTANT agreement, whether performed by the CONSULTANT, its agents or employees, or any sub-CONSULTANT. Any such policy shall be from a company rated at least A/X by Best's Rating Service. The types and limited of insurance are as follows:

i. Professional errors and omissions insurance with a U.S. domiciled company providing limits of not less than $1,000,000 per claim, and in the aggregate, with extended reporting period or automatic coverage of not less than two years;

ii. Commercial general liability insurance to cover the liabilities of the CONSULTANT and any sub-CONSULTANT, agent or employee hired by the CONSULTANT in connection with the work under this AGREEMENT for all damages arising out of the performance of this AGREEMENT and/or any Agreement with limits of not less than the following:

<u>Bodily Injury Liability</u>

Each person - $1,000,000

Aggregate - $2,000,000

<u>Property Damage Liability</u>

Each Occurrence - $1,000,000

Aggregate - $2,000,000

iii. Workers' compensation and other statutory employee liability coverage required by New York State Labor Law without regard to jurisdiction;

iv. Automobile Liability policies with the limits of not less than $1,000,000 for each person, or

$2,000,000 for each accident, because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident or arising out of the ownership, maintenance or use of owned, non-owned, or hired automobiles;

v. Owners' Protective Liability Insurance: The CONSULTANT shall purchase a separate liability insurance policy issued to and covering the liability for damages imposed by law upon The People of the State of New York, the Commissioner of Transportation, and all employees of the Commissioner of Transportation both officially and personally, and the Authority, its Board Members, Officers and Employees, both officially and personally, with respect to all operations under their Agreement by the CONSULTANT or by his sub- CONSULTANTs, including omissions and supervisory acts of the AUTHORITY and its CONSULTANT. This Owners' Protective policy shall be delivered to the AUTHORITY.

vi. Umbrella coverage: With a limit of not less than $5 million.

A. The AUTHORITY, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-CONSULTANTs or any agent of any of them, and the obligations of indemnification in Article 18 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.

B. The CONSULTANT shall furnish to the AUTHORITY a copy of the certificate(s) of insurance and all endorsements demonstrating compliance with this Article prior to the commencement of this AGREEMENT. Such certificate(s) shall not be cancelled or materially changed without thirty (30) days prior written notice to the AUTHORITY. Such certificate(s) of insurance shall list the AUTHORITY as a certificate holder. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this AGREEMENT is a material breach of contract entitling the AUTHORITY to immediately terminate this AGREEMENT.

C. Additional insured. The CONSULTANT shall name, and cause its Sub-CONSULTANTs, if any, to name the AUTHORITY as an additional insured on its liability policy in relation to any liabilities arising from this AGREEMENT. The CONSULTANT shall provide the AUTHORITY with copies of certificate(s) of insurance evidencing that the Authority has been named as additional insured.

D. A Waiver of Subrogation Clause shall be added to all such policies in favor of the CONSULTANT and the AUTHORITY.

ARTICLE 21. DISPUTES. Should any disputes arise with respect to this AGREEMENT, the CONSULTANT and the AUTHORITY agree to act promptly and in good faith to resolve such disputes in accordance with this Article 21. Time is of the essence in the resolution of disputes.

The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this AGREEMENT that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the AUTHORITY or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.

If a party to this AGREEMENT is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten

(10) business days, a dissatisfied party may pursue legal action in a court of competent jurisdiction. Any litigation arising out of this Agreement shall be filed in the appropriate Court of jurisdiction in Ulster County, New York or the Northern District of New York. The AUTHORITY may withhold payments on disputed items pending resolution of the dispute.

ARTICLE 22. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this AGREEMENT or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this AGREEMENT shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this AGREEMENT.

ARTICLE 23. NOTICE TO PARTIES. Any notice, request, consent or communication (collectively a "Notice") under this AGREEMENT shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the AUTHORITY shall be sent to:

By Regular Mail:

Dr. Minosca Alcantara, Executive Director

Eric Foster, P.E., Chief Engineer

P.O. Box 1010

Highland, New York 12528

By Overnight Mail:

Dr. Minosca Alcantara, Executive Director

Eric Foster, P.E., Chief Engineer

2 Toll Plaza Road, Mid-Hudson Bridge Plaza Highland, New York 12528

Notices to the CONSULTANT shall be sent to:

Joe Smith, Title Company Name Address

City, State Zip

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

ARTICLE 24. SUCCESSORS AND ASSIGNS. This Agreement shall bind the successors, assigns, and representatives of the parties hereto.

ARTICLE 25. SEVERABILITY. The invalidity of any section, subsection, clause or provision of this AGREEMENT shall not affect the validity of the remaining sections, subsections, clauses or provisions of this AGREEMENT.

ARTICLE 26. STATUS OF CLAIMS. The CONSULTANT shall give prompt written notice to the AUTHORITY of any claims made for damages against the CONSULTANT resulting from Services performed under this AGREEMENT and shall be responsible for keeping the AUTHORITY currently advised as to the status of such claims.

ARTICLE 27. NO THIRD PARTY BENEFICIARY. Nothing in this Agreement shall act to confer third party beneficiary rights on any person or entity not a party to this Agreement.

ARTICLE 28. NO RECOURSE. All covenants, stipulations, promises, agreements and obligations of the Authority contained in this Agreement shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority, and not of any member, director, officer, employee or agent of the Authority in his individual capacity, and no recourse shall be had for the payment of any claim based under this Agreement against any member, director, officer, employee or agent of the Authority.

ARTICLE 29. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

ARTICLE 30. COMPLIANCE WITH BOND RESOLUTION. The Authority has issued its General Revenue Bonds pursuant to its General Revenue Bond Resolution dated as of December 19, 1996, as amended and supplemented (the "Resolution"). This Agreement is intended to provide information necessary to meet conditions set forth in the Authority's Bond Resolution. In the event of any discrepancy in defined terms, the Bond Resolution shall control.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the AUTHORITY, acting by and through its Executive Director, who has caused the seal of his office to be affixed hereto and the CONSULTANT or the authorized representative thereof on the day and year first written above.

NEW YORK STATE BRIDGE AUTHORITY:

By_____

Dr. Minosca Alcantara

Executive Director

Approved___________ Eric Foster, P.E.

Chief Engineer

CONSULTANT NAME: (Affix corporate seal, if a corporation) By

____

Principal Name, P.E.

Title

CONSULTANT's Federal No. ____________________

(Acknowledgment by Corporation)

STATE OF NEW YORK) SS:

COUNTY OF ______________________)

On this __________ day of ________________, 20___before me personally came

__________________________ to me known, who is being sworn, did depose and say

that he resides in ____

____

that he is the ____-______________ of the ___________________________

corporation described herein and which executed the foregoing instrument, and that he signed

His name thereto by order of the Board of Directors of said corporation.

NOTARY PUBLIC

Exhibit "F"

SCOPE OF SERVICES

1. PURPOSE

NYSBA is required to certify MPL and TRC values annually for insurance underwriting and bondholder assurance.

The consultant shall develop annual valuation reports for each NYSBA bridge to support the Authority's multi risk insurance program and statutory reporting requirements. Reports shall quantify:

- Maximum Probable Loss (MPL).
- Total Replacement Cost (TRC)

Provided separately by the Authority:

- Lost Toll Revenue (provided separately by NYSBA)

The methodology shall have a similar structure, logic, and escalation approach as outlined below, including component level cost modeling, proportional overhead allocation, and ENR based escalation.

2. SCOPE OF SERVICES

All elements with the exception of the annual indexed roll forwards to be completed by November 15, 2026.

2.1 Bridge Inventory & Data Collection

The consultant shall compile and validate the following for each NYSBA bridge:

- Structural configuration (span types, lengths, materials)
- Foundation, substructure, and superstructure quantities
- Approach span characteristics
- Mechanical, electrical, ITS, and security systems
- Navigation channel constraints (if applicable)
- Redundancy and vulnerability characteristics
- Recent capital work and unit cost history

2.2 Scenario Development

The consultant shall develop two valuation scenarios per bridge:

A. Maximum Probable Loss (MPL)

The MPL shall represent the largest credible physical loss event that results in the closure of the bridge to revenue traffic, without assuming the total collapse of the entire structure. For each bridge, the consultant must explicitly identify failed components, remaining salvageable components, specific reconstruction limits, and assumptions regarding temporary works and reusable foundations.

Model shall include:

- Loss of critical spans or structural systems (generally main span of bridge)
- Required demolition
- Required reconstruction
- Required temporary works
- Required traffic staging and access
- Salvage assumptions for serviceable components, e.g. foundations.

B. Total Replacement Cost (TRC)- TRC excludes any credit for reusable or salvageable components.

The TRC shall represent the present day cost to demolish and completely reconstruct a bridge structure with a modern equivalent facility, inclusive of all engineering, construction, and site specific requirements. TRC represents the total capital expenditure required to restore the asset to full functionality as new.

Physical loss of the entire bridge. Model shall include:

- Full demolition
- Full reconstruction
- Approach span reconstruction
- Systems replacement
- Site access and staging
- Traffic management
- Design cost
- Mobilization and overhead

- Debris removal

2.3 Cost Basis Development

The consultant shall:

1. Establish a Base Contract Budget for each bridge using:

- Historical NYSBA bid tabs
- NYSDOT regional bid histories
- Comparable structure unit costs
- Recent NYSBA capital program cost data

2. Create a Breakdown of construction cost by type of construction, for each bridge, and specific to each bridge type: See Example in RFP Appendix T

Consultants must provide a documented engineering basis for every percentage assigned to a construction category, including the structural rationale and salvage assumptions.

Demolition Specifics: Demolition and debris removal must be treated as separate line items. This must include specific costs for marine debris recovery, hazardous materials management, and disposal, which are critical for large river crossings.

3. Identify:

- Primary Costs (apply work category percentages)
- Proportional Costs (overhead, mobilization, management, environmental compliance)
- Excluded Costs (i.e. original construction cost items not applicable to MPL or TRC)

4. Document all assumptions.

2.4 Percentage Assignment (Scenario Modeling)

For each scenario, the consultant shall assign a percentage to each construction work category.

2.5 Cost Calculation Procedure

The consultant shall develop final Bridge valuation costs including the following costs

Primary Costs:

When establishing the Base Contract Budget, consultants must identify source projects and years, show all escalation calculations, and document quantity assumptions used for the valuation.

Proportional Costs:

Overhead, mobilization, management, and environmental compliance costs must be allocated as a percentage of primary construction costs and applied consistently across the entire bridge inventory.

Escalation:

All costs must be developed in current-year dollars and escalated specifically using the ENR Construction Cost Index (CCI) for the New York region. The consultant is required to document the base year, escalation year, escalation factor, and specific source data used.

2.6: Valuation Methodology Standardization

- Methodology Consistency: The consultant is required to use a standardized framework for cost models, escalation, and reporting so that annual updates are repeatable and auditable by third parties. Any deviations for specific bridges must be justified in writing.

- QA/QC Requirement: The consultant must perform and document an independent internal QA/QC review prior to submitting reports to NYSBA to ensure the results can withstand scrutiny from insurance underwriters.

2.7 Final Valuation Report including all bridges.

Each report should include:

- Executive Summary
- An attestation accompanying the initial valuation (and annually thereafter)
- Overview to Bridge Authority Management
- Structural Configuration
- Scenario Definitions
- Cost Basis & construction work category

- MPL and TRC Cost Tables with associated detailed costs grouped into categories of debris removal and structural replacement
- Escalation Tables
- Assumptions & Limitations
- A comparison to values specified in Appendix T

Authority Assumptions:

- The Authority will require the same level of detail as the letter in RFP Appendix T to support the requirements of both Public Authorities Law valuation of infrastructure and to purchase insurance.
- The Authority has historically approached the insurance on a MPL basis. It has purchased insurance for the largest loss associated with the values provided in Appendix T, the South Span of the Newburgh Beacon Bridge. This coverage was insured as part of the larger pool of assets (the total of all the assets listed in Appendix T plus the value of estimated bridge system revenues (computed by the Authority), and toll gantry costs (that should be evaluated and provided as part of the data generated by the awarded contractor)).
- The Authority expects to receive a single value for each structure for TRC and in some instances the same value for MPL if concluded they are the same based on the recommendation of the proposer. The Authority would expect development of MPL for Newburgh Beacon South Span as a priority if it is concluded this would represent the MPL for the bridge system.
- The consultant shall recommend whether MPL is estimated based on the largest credible physical-loss scenario or tied to specific insured perils consistent with industry best practice.
- The consultant shall recommend the definition of MPL as target probability basis, scenario-based engineering judgement, or other methodology based on industry best practices.
- TRC means the value of the structures as built and should not include incremental requirements for (code required betterments, resilience requirements, seismic upgrades, etc.).
- The Authority requires valuations based on replacements in kind.
- The development of both TRC and MPL is based solely on the bridge structures themselves as specified in Appendix T, excluding approach roadways on grade beyond bridge limits. It also includes the tolling gantries (excluding footings) as noted previously.
- No other Authority buildings/structures/facilities beyond those listed in Appendix T fall within the scope of this RFP.

- All security, weather, electronic, fiber, and operational equipment physically located on the respective structures are required to be in scope.

- The Walkway Over The Hudson (WOTH) is not a revenue generating asset of the Authority and should not be considered as part of MPL. The Authority requires the WOTH be evaluated to assess the costs of removing the structure in the event of an incident in addition to the TRC. The WOTH should evaluated as a bridge facility with its current public use function, not as a rail bridge restoration.

- Historic preservation constraints are not to be considered.

- The consultant shall recommend the source of cost data to be considered in the evaluation

- NYSBA does not have an approved overhead, mobilization, design, CM/CI, contingency, or owner's cost percentage to provide for the purposes of the deliverables under this RFP.

- The consultant shall recommend the escalation basis (bid year, construction midpoint, completion year) valuation costs. These costs shall be used consistently for MPL and TRC.

- TRC and MPL should not include sales tax, insurance, bonding, etc.

- The consultant shall recommend for consideration the index for escalation. The consultant will evaluate and recommend against other indexes.

- The Authority requires both valuations be provided in sufficient detail to eventually transition the annual indexing effort to internal staff by the end of the contract.

- The consultant shall recommend a definition of MPL if different from the current assumption that does not assume total collapse of any individual structure.

- MPL would be expected to include the closure to revenue traffic for the purpose of expedited construction to return the facility to service.

- The consultant shall recommend whether one controlling MPL scenario per bridge is developed or peril-specific MPL's are evaluated.

- The consultant shall recommend whether towers, anchorages, foundations, etc. may be assumed salvageable for an MPL event at all structures.

- MPL should not include temporary ferry service, temporary traffic diversions, or other costs associated indirectly with repairing the structure from an MPL loss.

- Emergency stabilization or other direct structure costs are expected to be included in MPL.

- The consultant shall recommend whether specific cost elements are to be included, ex. temporary towers, falsework, trestles, marine platforms, cofferdams, or temporary utility relocations shall be included in MPL or TRC based on industry best practices.

- Expedited repair premiums, acceleration, night work, emergency procurement, and constrained access premiums should not be reflected in TRC or MPL.

- TRC does not include credit for salvageable components.

- TRC includes full demolition, debris removal, and full reconstruction of the facility. It does not reflect a modern equivalent facility.

- TRC should include complete utility restoration

- The consultant shall recommend inclusion of any other cost elements to TRC or MPL, for example: environmental mitigation, wetland mitigation, navigation permits, railroad coordination, Coast Guard coordination (navigation channel restrictions, work windows, marine traffic control costs, etc.), public outreach, etc. based on industry practices.

- The consultant shall recommend whether TRC assumes reconstruction on the same alignment or practical replacement alignment as the existing structures. Right of way costs should not be considered.

- TRC should assume the same capacities as the existing structures.

- Demolition and removal should be indicated/provided as part of the support for the data provided in the consultant's work product (the equivalent of Appendix T of the RFP for future years).

- NYSBA has performed lead abatement on all structures and has performed asbestos abatement in connection with previous repairs, reconstruction, and rehabilitation projects.

- Marine debris recovery shall be explicitly included for Hudson River crossings The consultant shall recommend whether specific debris removal and underwater scanning, diving, debris mapping, dredging, barging, and disposal shall be included.

- The Authority does not anticipate direct coordination with carriers, brokers, or public presentations.

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BRIDGE AUTHORITY 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 Authority, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law,this contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void. The Authority retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the Authority.

2. **WORKERS' COMPENSATION BENEFITS**. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. **NON-DISCRIMINATION REQUIREMENTS**. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50 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.

4. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby the Authority is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or

rendered or furnished to the Authority; or (ii) a written agreement in excess of $100,000 whereby the Authority is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State-assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

The Contractor shall include the provisions of (a), (b), and (c) above in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority shall consider compliance by the Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The Authority shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the Authority shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

5. **SERVICE-DISABLED VETERANS-OWNED BUSINESS PROVISIONS.** If this is a contract covered by Article 17-B of the Executive Law and 9 NYCRR § 252.2, Contractor shall complete an SDVOB Utilization Plan on Form SDVOB 100. Contractor is required to report Monthly SDVOB Contractor Compliance to the Authority during the term of the contract on Form SDVOB 101. All forms are available at https://ogs.ny.gov/veterans.

6. **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 New York 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 New York State Labor Department

in accordance with the Labor Law. Additionally, 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 Authority of any sums due and owing to any person for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. 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 Authority within five (5) business days of such conviction, determination or disposition of appeal.

9. **SET-OFF RIGHTS**. The Authority shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the Authority's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Authority with regard to this contract, or any other contract with the Authority, including any contract for a term commencing prior to the term of this contract. This also includes amounts due and owing the Authority for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority and third parties in connection therewith.

10. **RECORDS**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or termination of the contract, whichever is later, and any extensions thereto. The Authority and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority 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 the Authority's Executive Director with a copy to its Records Access Officer, 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 Authority's right to discovery in any pending or future litigation.

11. **LIABILITY**. Contractor shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Contractor, in connection with their services under this contract. Further, it is expressly understood that Contractor shall indemnify and save harmless the Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of Contractor under this contract, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein

provided.

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

13. **LATE PAYMENT**. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Public Authorities Law Section 2880 and 21 NYCRR Part 207.

14. **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.

15. **SERVICE OF PROCESS**. In addition to the methods of service allowed by the State Civil Practice Law & Rules, 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 Authority's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Authority, in writing, of each and every change of address to which service of process can be made. Service by the Authority to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

17. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a.) Identification Number(s). Every invoice or New York State standard voucher submitted to a New York State agency by a payee for payment for the sale of goods or services or for transactions (e.g. leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number.. The number is any or all of the following: (i) the payee's Federal employer identification number and/or (ii) the payee's Federal social security number. Failure to include the number or numbers may delay payment. Where the payee does not have such number or numbers, the payee must give, on its invoice or New York State standard voucher, the reason or reasons why the payee does not have such number or numbers.

(b.) Privacy Notification.

(1.) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses, and others who have been delinquent in filing tax returns or may have understated their tax liabilities, and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes, and for any other purpose authorized by law.

(2.) The personal information is requested by the Authority covered by this contract or lease.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the

State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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

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

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

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

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

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992 codified in Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of 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 such documentation to the Authority upon request; and

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

20. **RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

21. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract, the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 Authority may

terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

22. **ETHICS.** During the term of this Agreement, the Contractor shall not engage any person who is or has been at any time in the employ of the Authority or New York State to perform services under the Agreement, without the consent of the Authority. The Authority may request that the Contractor provide it with whatever information the Authority deems appropriate about such person's engagement, work cooperatively with the Authority to solicit advice from the New York State Commission on Public Integrity or other body having jurisdiction, and if deemed appropriate by the Authority, instruct such person to seek the opinion of the New York State Commission on Public Integrity. The Contractor agrees that any such employee assigned to perform services under this Agreement shall be assigned in accordance with the provisions of the New York State Public Officers Law and any other laws, rules, regulations, guidelines or policies applicable to the service of current or former Authority or New York State employees. Further, during the term of the Agreement, no person who is employed by the Contractor and who is disqualified from providing services under the Agreement pursuant to the New York State Public Officers Law or any other applicable laws, rules, regulations, guidelines or policies may share in any net revenues the Contractor derives from the Agreement. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under the Agreement is in conflict with the provisions of the New York State Public Officers Law, other laws applicable to the service of current or former Authority or New York State employees, and/or the rules, regulations, guidelines or policies promulgated or issued by the New York State Commission on Public Integrity.

23. **OSHA 10 HOUR CONSTRUCTION SAFETY AND HEALTH COURSE.** If this is a public work contract covered by Article 8 of the New York State Labor Law, it shall be required that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site be certified as having successfully completed A MINIMUM OF 10 HOURS OF CONSTRUCTION AND HEALTH SAFETY TRAINING, as approved by the United States Department of Labor's Occupational Safety and Health Administration (OSHA). The Contractor, sub-contractor or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof of certification for successfully completing the course for each employee prior to performing any work on the project.

24. **COMPTROLLER'S APPROVAL.** Unless otherwise provided by resolution of the Authority, to the extent required by Section 2879-a of the Public Authorities Law, if this contract exceeds \$1,000,000, or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the Authority agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$1,000,000, it shall not be valid, effective or binding upon the Authority until it has been approved by the State Comptroller and filed in his office.

25. **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, except that to the extent required for the purpose of obtaining Federal Aid in connection with this contract, any contract provisions required for Federal Aid projects shall supersede any conflicting provisions.

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

27. **COMPLIANCE WITH DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law, Section 899-aa and State Technology Law Section 208) and commencing March 21, 2020 shall also comply with General Business Law Section 899-bb.

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

29. **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 hereto.

30. **PAYMENT REPORTING**. In any contract subject to the provisions of Article 15-A of the New York State Executive Law which exceeds the sum of $25,000 for commodities or personal services, and $100,000 for construction or professional services, the Contractor shall, immediately upon execution of this contract, and any Subcontractor shall, immediately upon engagement by the Contractor, establish access to the New York State Contract System available at https://ny.newnycontracts.com/?TN=ny, and throughout the term of the contract, and any extensions thereof, in compliance with the NYS Contract Compliance Module, acknowledge, through the New York State Contract System, receipt of all payments for services provided under the contract, and confirm when payments are made to any subcontractors for services rendered.

If this contract receives or shall receive Federal financial assistance as governed by 49 CFR Part 26, Contractor, and any of its subcontractors, shall complete and file the Uniform Report of DBE Awards or Commitments, and shall observe all compliance requirements for Federally Assisted Contracting as set forth in 49 CFR Part 26. Evidence of filing shall be available for inspection by the Authority.

31. **SEXUAL HARASSMENT PREVENTION & OTHER NYS BRIDGE AUTHORITY POLICIES.** The Contractor and all persons working on Authority premises or projects will be required to be trained with respect to the Sexual Harassment Prevention Policy of The New York State Bridge Authority before commencing the project on behalf of the Authority, and required to comply such policy. In addition, the Contractor shall be subject to the following policies and procedures of the Authority, which shall apply to such Contractor, employees and subcontractors and their employees: (1) Weapons Policy; and (2) Violence in the Workplace Policy.

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

33. **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.

34. **IRAN DIVESTMENT ACT.** By entering into this contract, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-

Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012

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

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

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

35. **COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law, the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the Authority, the Department of Civil Service and the State Comptroller.

36. **CONTRACT INVOLVING STEEL PRODUCTS.** Contracts involving steel products are subject to Public Authorities Law § 2603-a, and steel products to be provided or incorporated by Contractor must be produced or made in whole or substantial part in the United States as set forth therein. If this is a Federally-funded contract, the provisions of 23 USC 313 and 23 CFR 635.410 shall apply.

Appendix B

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO NEW YORK STATE BRIDGE AUTHORITY CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The New York State Bridge Authority (the "NYSBA") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all NYS Bridge Authority contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, including legal, financial and other professional services, supplies, equipment, materials, or any combination of the foregoing, or (2) in excess of $100,000 for the acquisition, construction, demolition, replacement, major repair, or renovation of real property and improvements thereon. Where the NYSBA enters into a contract with a total expenditure in excess of two hundred and fifty thousand dollars ($250,000) contractors shall submit company workforce diversity data to the NYSBA prior to execution of the subject contract.

B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the NYSBA, to fully comply and cooperate with the NYSBA in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 and Executive Law § 313(7) shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII. of this Appendix or enforcement proceedings as allowed by the Contract.

II. Contract Goals

A. The NYSBA has established an overall goal of 30% for MWBE participation, 12% for Minority-Owned Business Enterprises ("MBE") participation and 18% for Women-Owned Business Enterprises ("WBE") participation collectively, "MWBE Contract Goals," based on the current availability of MBEs and WBEs. Pursuant to Executive Law § 313(4) the NYSBA may, however, evaluate each contract to determine the appropriateness of the overall goal, which may be reduced if it is determined to be unattainable due to the lack of certified MWBEs available in the major bridge repair and maintenance business (based on the current availability of qualified MBEs and WBEs). Unless otherwise noted in the Contract, for purposes of this Contract, the goals for MWBE participation on the Contract shall remain as stated above in this Section II-A.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Participation Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: http://ny.newnycontracts.com.

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

C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. For construction contracts, the portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE. For all other contracts, the portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

D. Where MWBE Contract Participation Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. Such documentation of "good faith efforts" shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the NYSBA with MWBEs; and
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if the Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Participation Goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the NYSBA for liquidated or other appropriate damages, as set forth in the Contract.

III. Equal Employment Opportunity (EEO)

A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, the contracting agency shall waive the applicability of these requirements to the extent of such conflict.

B. The Contractor shall comply with the following provisions of Article 15-A:

1. The Contractor and subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2. The Contractor shall submit an EEO policy statement to the NYSBA within seventy two (72) hours after the date of the notice by the NYSBA to award the Contract to the Contractor.

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, the NYSBA may require the Contractor or subcontractor to adopt a model statement (See Form- Equal Employment Opportunity Policy Statement).

4. The Contractor's EEO policy statement shall include the following language:

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

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

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

(d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 3 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. **NYSBA EEO – Form 100 – Staffing Plan**

To ensure compliance with this Section, for contracts with a total expenditure in excess of $250,000, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan Form and submit it as part of their bid or proposal or within a reasonable time, as directed by the NYSBA.

D. **NYSBA EEO – Form 200 - Workforce Employment Monthly/Quarterly Utilization Report**

1. The Contractor shall submit and require each of its subcontractors to submit a NYSBA EEO Form 200- Workforce Employment Monthly/Quarterly Utilization Report on a monthly basis for construction contracts and on a quarterly basis for all other contracts. This information is to be submitted on a monthly/quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.

2. Separate forms shall be completed by the Contractor and any subcontractor performing work on the Contract.

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

IV. NYSBA MWBE – Form 100 - Utilization Plan

A. As required by Executive Law § 313(5), the Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan prior to the execution of the contract. Additionally, prior to award, the Contractor must submit its MWBE Utilization Plan online through the Statewide Utilization Management Plan (SUMP) module of the New York State Contracting System (NYSCS) website at https://ny.newnycontracts.com, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the NYSBA, either prior to, or at the time of, the execution of the contract.

B. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE Contract Participation Goals set forth in Section II-A of this Appendix. The Contractor shall attempt, in good faith, to utilize the enterprises identified within the Utilization Plan at least to the extent indicated.

C. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the NYSBA shall be entitled to any remedy provided in the Contract, including but not limited to, a finding of Contractor non-responsiveness.

D. The NYSBA will review the MWBE Utilization Plan and issue to the Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include:

1. the name of any MWBE which is not acceptable for the purpose of complying with the MWBE Contract Participation Goals and the reasons why it is not acceptable;
2. elements of the Contract scope of work which the NYSBA has determined can be reasonably structured by the Contractor to increase the likelihood of participation in the Contract by MWBEs; and
3. other information which the NYSBA determines to be relevant to the MWBE Utilization Plan.

E. In the event a notice of deficiency is issued, the Contractor shall respond to the notice within seven (7) business days of receipt by submitting a written remedy in response to the notice of deficiency to the NYSBA. If the written remedy that is submitted is not timely or is found by the NYSBA to be inadequate, the NYSBA shall notify the

Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE Contract Participation Goals on MWBE Form 200.. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

F. The NYSBA may disqualify a Contractor as being non-responsive under the following circumstances:

1. if a Contractor fails to submit an MWBE Utilization Plan;
2. if a Contractor fails to submit a written remedy to a notice of deficiency in an MWBE Utilization Plan;
3. if a Contractor fails to submit a request for waiver; or
4. if the NYSBA determines that a Contractor has failed to document good faith efforts.

G. The Contractor's good faith efforts shall be determined pursuant to Executive Law § 313(7).

V. Waivers pursuant to Executive Law § 313(6) - Request for Waiver - MWBE Form 200

A. For waiver requests, a Contractor should use MWBE Form 200.

B. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Participation Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or through a Request for Waiver form to the NYSBA. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the NYSBA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. The NYSBA shall review the waiver application in accordance with the criteria set forth in Executive Law § 313(6) and (7).

D. If, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, the NYSBA determines that the Contractor is failing or refusing to comply with the MWBE Contract Participation Goals and no waiver has been issued in regards to such non- compliance, the NYSBA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Participation Goals.

VI. <u>Quarterly MWBE Participation Performance Report, MWBE - Form 300</u>

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS or Form MWBE-300to the NYSBA by the 10th day following the end of each quarter during the term of the Contract documenting the progress made towards achievement of the MWBE Contract Participation Goals.

VII. Liquidated Damages - MWBE Participation

A. In accordance with Executive Law § 316-a and 5 NYCRR § 142.13, where the NYSBA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE Contract Participation Goals, the Contractor shall be obligated to pay to the NYSBA liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the NYSBA, Contractor shall pay such liquidated damages to the NYSBA within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

NEW YORK STATE BRIDGE AUTHORITY

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

M/WBE AND EEO POLICY STATEMENT

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

____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the MWBE Contract Participations Goals set by the Authority for that area in which the Authority-funded project is located, by taking the following steps:

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

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

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

(c) At the request of the contracting agency, this organization 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 this organization's obligations herein.

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

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

Agreed to this________day of____________________, 2___________

By ____

Print:______________________________________Title: ______________________________

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT, CONT.

________________________________is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

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

MWBE Contract Goals

Subject to Executive Law § 313(4), for purposes of this procurement, the NYSBA hereby establishes the following goals ("MWBE Contract Participation Goals"):

N/A % Minority Business Enterprise Participation

N/A % Women's Business Enterprise Participation

N/A % Total Minority and Women's Business Enterprise Participation

____
(Authorized Representative)

Title: ____

Date: ____

Appendix B-2

NEW YORK STATE BRIDGE AUTHORITY

EQUAL EMPLOYMENT OPPORTUNITY - PROPOSED STAFFING PLAN

Contractor' Name / Address:
Federal ID No.
Contract Number / Project Description:

EEO - Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)	Veteran (F)
Officials/Administrators																	
Professionals																	
Technicians																	
Office Clerical																	
Equipment Operators																	
Ironworkers																	
Laborers																	
Painters																	
Teamsters																	
Totals																	

PREPARED BY (Signature):	DATE:
NAME AND TITLE OF PREPARER (Print or Type):	TELEPHONE NO.: EMAIL ADDRESS:

Appendix C

PARTICIPATION BY SERVICE-DISABLED VETERAN-OWNED-BUSINESSES WITH RESPECT TO NEW YORK STATE BRIDGE AUTHORITY CONTRACTS: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The New York State Bridge Authority (the "NYSBA") is required to implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (the "SDVOB Regulations") for all NYS Bridge Authority contracts as defined therein. Where practical, feasible and appropriate, the Authority shall seek to achieve a 6 (six) percent goal for the utilization of SDVOB's for all construction contracts, including but not limited to, consultant expenditures. Further, a similar six percent goal for the utilization of SDVOBs shall apply to contracts for services/consultant expenditures and commodity expenditures. Where the NYSBA enters into a contract, it shall require the proposer to submit a SDVOB Utilization Plan for achieving a goal for participation of certified SDVOBs to the NYSBA prior to execution of the subject contract.

B. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, at no additional cost to the NYSBA, to fully comply and cooperate with the NYSBA in the implementation of New York State Executive Law Article 17-B. These requirements include providing direct and indirect contracting opportunities for certified service-disabled veteran-owned business enterprises ("SDVOBs"). Contractor's demonstration of "good faith efforts" pursuant to 9 NYCRR §252.2 (n) shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the provisions required by New York State Executive Law Article 17-B or other applicable federal, state or local laws.

C. Any contractor who willfully and intentionally fails to comply with all of the participation requirements herein, as set forth under the SDVOB regulations, shall be liable to the NYSBA for damages as otherwise specified in the contract, and shall provide for other remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the NYSBA related to the NYSBA's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified SDVOB enterprise programmatic goals.

II. Contract Goals

A. The NYSBA has established an overall goal of 6% for SDVOB participation pursuant to Executive Law § 17-B. The NYSBA may, however, evaluate each contract to determine the appropriateness of the overall goal, which may be reduced if it is determined to be not practical, feasible or appropriate due to the lack of certified SDVOBs available in the major bridge repair and maintenance business (based on the current availability of qualified SDVOBs) as permitted under 9 NYCRR §252.2 (h)(1). Unless otherwise noted in the Contract, for purposes of this Contract, the goals for SDVOB participation on the Contract shall remain as stated above in this Section II-A.

B. For purposes of providing meaningful participation by SDVOBs on the Contract and achieving the SDVOB Contract Participation Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified SDVOBs found at the following internet address: http://www.ogs.ny.gov/Core/SDVOBA.asp. Additionally, Contractor is encouraged to contact the Division of Service-Disabled Veterans' Business Development by telephone at 844-579-7570 or by e-mail at VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

C. Where SDVOB Contract Participation Goals have been established herein, pursuant to 9 NYCRR §252.2, the Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 9 NYCRR §252.2(s), the Contractor acknowledges that if the Contractor is found to have willfully and intentionally failed to comply with the SDVOB Contract Participation Goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the NYSBA for liquidated or other appropriate damages, as set forth in the Contract.

III. NYSBA SDVOB – Form 110 - Utilization Plan

A. As required by Executive Law § 17-B(f), the Contractor represents and warrants that the Contractor has submitted a SDVOB Utilization Plan prior to the execution of the contract. Additionally, prior to award, the Contractor must submit its SDVOB Utilization Plan to the New York State Bridge Authority, Mid-Hudson Bridge Plaza; P.O. Box 1010, Highland, NY 1258.

B. The Contractor agrees to use such SDVOB Utilization Plan for the performance of SDVOB on the Contract pursuant to the prescribed SDVOB Contract Participation Goals set forth in Section II-A of this Appendix. The Contractor shall attempt, in good faith, to utilize the enterprises identified within the Utilization Plan at least to the extent indicated.

C. The Utilization Plan forms submitted by Contractors shall include, at a minimum, the following required information:

1. the name, address and telephone number of the Contractor;

2. the Federal identification number of the Contractor;

3. the names, addresses, and Federal identification numbers of certified service-disabled veteran-owned business enterprises which the contractor intends to use to perform a commercially useful function on the NYSBA contract and a description of the contract scope of work which the Contractor intends to structure to achieve participation pursuant to the prescribed NYSBA contract goals;

4. the estimated or, if known, actual dollar amounts to be paid to and performance dates of each component of a NYSBA contract which the Contractor intends to be performed by a certified SDVOB enterprise; and

5. a statement that the utilization of certified SDVOB enterprises for non-commercially useful functions may not be counted towards utilization of certified minority-and women-owned business enterprises in the utilization plan.

D. In the event that a Contractor to a NYSBA's solicitation is a joint venture, teaming agreement, or other similar arrangements that includes a certified SDVOB enterprise, such a Contractor must submit the following to the NYSBA for its review and approval:

1. the name, address, telephone number, and Federal identification of each partner or party to the agreement;

2. the Federal identification number of the joint venture or entity established to respond to the solicitation, if applicable; and

3. a copy of the joint venture, teaming agreement, or other similar arrangement, which describes the percentage of interest owned by each party to the agreement and the value added by each party.

E. The Contractor further agrees that a failure to submit and/or use such SDVOB Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the NYSBA shall be entitled to any remedy provided in the Contract, including but not limited to, a finding of Contractor non-responsiveness.

F. The NYSBA will review the SDVOB Utilization Plan and issue to the Contractor a written notice of acceptance or deficiency within twenty (20) days of its receipt. A notice of deficiency shall include:

1. A statement that the Contract shall not be awarded until a Utilization Plan has been approved or a waiver granted;

2. A specific request for the reasons why any certified service-disabled veteran-owned business enterprise was not selected to perform the scope of work which the NYSBA has determined can be reasonably structured by the Contractor into subcontract(s) or other component(s) for purposes of complying with the NYSBA's Contract certified enterprise goal(s); and

3. Any other facts relevant to the SDVOB Utilization Plan.

G. In the event a notice of deficiency is issued, the Contractor shall respond to the notice within seven (7) business days of receipt by submitting a written remedy in response to the notice of deficiency to the NYSBA. If the written remedy that is submitted is not timely or is found by the NYSBA to be inadequate, the NYSBA shall notify the Contractor and direct the Contractor to submit, within five (5) business days, a request for a partial or total waiver of SDVOB Contract Participation Goals on SDVOB

Form 210. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal for non-responsiveness.

H. The NYSBA may disqualify a Contractor as being non-responsive under the following circumstances:

1. if a Contractor fails to submit a SDVOB Utilization Plan;

2. if the NYSBA determines that a Contractor fails to satisfactorily document its good faith efforts;

3. if a Contractor fails to submit a written remedy to a notice of deficiency in an SDVOB Utilization Plan; or

4. if a Contractor fails to submit a request for waiver.

I. The Contractor's good faith efforts shall be determined and documented pursuant to 9 NYCRR §252.2(n).

J. If a Contractor changes its Utilization Plan after submission, it shall notify the NYSBA in writing of such change and obtain approval from the NYSBA in accordance with subdivisions (l) and (n) of 9 NYCRR §252.2.

IV. Waivers Pursuant to 9 NYCRR §252.2(m)- Request for Waiver – SDVOB- Form 210

A. For Waiver Requests, a Contractor should use SDVOB- Form 210.

B. If the Contractor, after making good faith efforts, is unable to comply with SDVOB Contract Participation Goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals and setting forth the reasons for such Contractor's inability to meet any or all of the participation requirements. If the documentation included with the Waiver Request is complete, the NYSBA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

C. The NYSBA shall review the waiver application in accordance with the criteria set forth in 9 NYCRR §252.2(l) and (m).

D. Requests for a partial or total waiver of goal requirements established on a NYSBA contract made prior to the award of the contract may be made simultaneously with the submission of the Utilization Plan for that NYSBA contract. If a Contractor is found non-responsive or non-responsible by the NYSBA, the request for a waiver shall be deemed moot.

E. Requests for a partial or total waiver made subsequent to award of a NYSBA contract may be made at any time during the term of the NYSBA contract but prior to the submission of a request for final payment on the contract.

F. If, upon review of the SDVOB Utilization Plan and updated Quarterly SDVOB Contractor Compliance Reports, the NYSBA determines that the Contractor is failing or refusing to comply with the SDVOB Contract Participation Goals and no waiver has been issued in regards to such non-compliance, the NYSBA may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of SDVOB Contract Participation Goals.

V. Monthly SDVOB Participation Performance Report, SDVOB - Form 310

A. Contractor is required to submit a Monthly SDVOB Contractor Compliance Report (Form SDVOB-310) in accordance with 9 NYCRR § 252.2(q) to the NYSBA by the 10th day following the last day of each month over the term of the Contract documenting the progress made towards achievement of the SDVOB Contract Participation Goals.

VI. Damages - SDVOB Participation

A. In accordance with Executive Law § 17-B and 9 NYCRR § 252.2(s), where the NYSBA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the SDVOB Contract Participation Goals, the Contractor shall be obligated to pay to the NYSBA damages as otherwise specified in the contract, and shall provide for other remedies on account of such breach. Damages shall be calculated based on the actual cost incurred by the NYSBA related to the NYSBA's expenses for personnel, supplies and overhead related to establishing, monitoring, and reviewing certified SDVOB enterprise programmatic goals.

B. In the event a determination has been made which requires the payment of damages and such identified sums have not been withheld by the NYSBA, Contractor shall pay such damages to the NYSBA within sixty (60) days after they are assessed by the NYSBA.

SDVOB PARTICIPATION PERFORMANCE REPORT

New York State Bridge Authority

(845) 691-7245

Contractor:

Date: ____________

Period ending: ____________

NYSBA Contract No.: ____________

Project Description: ____________

Contractor/Supplier Name/Address/Phone #	Check One	Check If 'Yes'	Written Agreement Exists	Description of Work	Participation Plan Goal Amount	%	Amount This Period	Amount Paid to Date	% Paid
	Contr [ ] Supp [ ]	SDVOB [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	SDVOB [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	SDVOB [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	SDVOB [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	SDVOB [ ]	Yes [ ] No [ ]						
Is a SDVOB Participation Goal Plan in effect for this contract? Goals: 6% SDVOB		Yes [X]	No [ ]	SDVOB Totals	$0		$0.00	$0.00	

Total Contract Amount		
Total SDVOB Participation Plan Submitted	$0.00	6%

Comments:

New York State Bridge Authority

KATHY HOCHUL
Governor

DR. MINOSCA ALCANTARA
Executive Director

JOAN MCDONALD
Chair

APPENDIX "D" – OFFERER'S CERTIFICATION OF ADHERENCE TO EXECUTIVE ORDER 177 REGARDING ANTI-DISCRIMINATORY POLICES AND PRACTICES

This Certification is to be submitted along with the bid documents by all bidders on all Covered contracts and contract renewals.

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

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

Generally, the Human Rights Law applies to:

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

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

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

Contractor:
By: ____

Name: ____

Title: ____

Date: ____________________ ______, 20_____

KATHY HOCHUL
Governor

DR. MINOSCA ALCANTARA
Executive Director

JOAN MCDONALD
Chair

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

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

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

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

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

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐ 2. a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

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

Vendor Name: ______________________________
(legal entity)

By: ______________________________
(signature)

Name: ______________________________

Title: ______________________________

Date: ____________________

Appendix F

NEW YORK STATE BRIDGE AUTHORITY	
Operations	
Policy: Contractor and Vendor Facility Access	
Index Number: 11.12	
Version: 3	Version Date: 1/13/2025
Owner: Director of Operations, Safety and Security	

Overview:
To achieve and maintain security at its facilities and safeguard its assets the Authority maintains a Contractor and Vendor Facility Access Policy. This policy shall be applicable to all contractors and vendors working at Authority facilities. This policy does not apply to general delivery drivers who access non-secured parts of our facility for short periods of time during a delivery.

Definitions:
Non-Compliance Act – A non-compliance act is any instance where an individual is found out of compliance with NYSBA policy, procedure, rules or regulations.

Notification:
Not less than one week prior to the commencement of non-emergency work the Department Director responsible for the work shall email a completed copy to the Bridge specific Security Technician, Bridge (STB) Office, Engineering Department and the Command Center of the ***Contractor Access Facility Notification Form "Attachment 2"*** and the ***Contractor and Vendor Acknowledgement Form "Attachment 1"***.

Emergency Work Notification – Less than a week notice
If time constraints prevent a one-week notification period, the Department Director will fill out Attachment 2 immediately upon notification of work, and provide it to the respective departments as described above. For any emergency work, in which the above-described scenario is not possible, or short-term work initiated at the facility by the Maintenance Foreman, the initiator of the work (the Department Director, or the Maintenance Foreman or their designee) will notify the Command Center, the Bridge specific STB Office and the facility Maintenance department via email and phone call at the start/end of work.

Check-In Requirements:
All contractors/Vendors must check-in at the respective Bridge Authority Security Office prior to each work day. During the check-in process all workers will be required to complete the following tasks:

- Sign the Contractor and Vendor Access Policy Acknowledgement Form (if not already on file), this signed form is required to conduct work on NYSBA property
- Present their government issued ID
- Remain present while the STB completes the Contractor sign in sheet (either the Daily Contractor sign in sheet or the CI Transportation Worker Identification Credential "TWIC"/Secure Worker Access Consortium "SWAC" sign in sheet) and into Event Logger and noting the type of access in the log entry.

- Display a NYSBA parking pass at all times.
    - Must be displayed at all times while parked on NYSBA property
- Sign for and receive a NYSBA visitor ID (either "Escort Required", "Escort Not Required", or "Temporary", see below).
    - Must be kept on their person at all times while on NYSBA property

Escorting:

Escorts are required for those contractors/vendors who are accessing sensitive and critical areas of NYSBA property and who are issued a Level 2 access level (Please see below for Access level categorizations).

Engineering, Security Technicians (Bridge) (STBs) or IT Operations shall be responsible for escorting Contractors/Vendors to sensitive or critical areas (as defined in this policy). As a last resort and only when escort staffing is not available, Security Management in coordination with Command Center management may authorize the use of cameras in lieu of a physical escort.

Proper Contractor/Vendor escorting procedures includes:

- Maintaining visual of the person being escorted at all times
- Remaining within speaking distance to those under escort at all times
- Ensuring those under escort have NYSBA visitor IDs, and/or TWIC/SWAC cards (when applicable) on them at all times
- Preventing those under escort from entering unauthorized locations
- Ensuring all escorted follow NYSBA rules, regulations and are adhering to this policy at all times
- Accepting responsibility of those under your escort

Enforcement:

STB's shall conduct random compliance inspections in the field. The Senior Safety, Security and Risk Manager, Director of Command Center Operations and Security and the Command Center Administrators (CCAs) shall also provide oversight over implementation of this policy to ensure compliance.

Enforcement of escort requirement will be based off of the level of access requested per Attachment 2.

(For detailed enforcement information please reference the – Contractor/Vendor/Visitor Safety & Security Non-Compliance Policy)

ID Types:

Level 1: Escort Not Required ID - Non-Sensitive and Non-Critical Area Access

Level 1 ID is needed for access a non-sensitive or non-critical area. It is generally defined as areas accessible to the public or to all employees such as non-gated parking areas, restrooms, exterior toll plazas, copy areas, vending machine locations, kitchens, and office work space during normal business hours.

ID's issued must be returned at the end of each work day.

Level 2: Escort Required ID - Sensitive and Critical Area Access

Level 2 ID is needed for access to a Sensitive and Critical Area. It is generally defined as an area which is not accessible to the public and requires NYSBA identification, access privileges and operational need to enter the area.

Level 2 Escort Required Contractors/Vendors must be escorted by an Authority employee or Inspection Consultant at all times for the duration of their work. This escort is to be arranged by the Departmental Director, or their designee, who is in charge of the work.

ID must be returned at the end of each work day.

Level 3: NYSBA Temporary ID – Long Term work in critical or non-critical areas

Level 3 NYSBA Temporary ID's are issued for periods of work which extend beyond 30 days but no greater than 12 months. If a temporary ID is required for more than 12 months, a new ID will be issued once the original ID expires 12 months from issued date.

Contractors/Vendors are required to have a personalized Level 3 NYSBA Temporary ID. The Departmental Director requesting the permit will notify the Director of Administration, via phone or email, that an Authority photo ID and parking placard must be issued to a contractor or vendor. One-week notice must be provided by the resident engineer or person in charge of the work prior to the start of the work.

The Resident Engineer/CI/or designee in charge of the project is required to submit daily counts of who is on site for that day, and the time they leave property for the day via email to CMD and the bridge specific STB's.

1. All Contractor's/Vendor's must appear at the STB building and provide all the following information to be logged into the Contractor/Vendor ID Database prior to the start of the project.:
    a. Name
    b. Company
    c. Photo ID and number
    d. Vehicle Make, Model, and License Plate Number
    e. Location on facility they are working

f. NYSBA Director responsible for Contractor/ Vendor
g. Expected Duration of Project
h. Vendor access level

2. The Director of Administration or their designee shall issue the Level 3 NYSBA Temporary ID and parking placard to the Contractor/Vendor.
3. The Director of Administration will notify each bridge specific STB, the Department in charge of the work, the Engineering Department, and the Command Center that the Contractor/Vendor's clearance level and work area has been designated.
4. The ID's are valid for one year from the date of issuance or the end of the contract or work order; whichever comes first. It is the responsibility of the Director in charge of the work to ensure the Contractor returns the ID to the Administration Department. Failure to return the ID may lead to withholding of final payment.

Keys and Facility Access by Contractors:
All facility access shall be governed by the GateKeeper policy. No contractor may keep their own locks on any part of the Authority's property without designated Authority personnel having a key to the facility as well. The contractor shall have no expectation that their equipment will not be accessible to Authority personnel for any reason when it is on Authority property. The Authority will not be responsible for any damage to equipment left on Authority property.

Only the contractor crew foreman, those designated by the lead contractor and approved by NYSBA security will be assigned keys to access portions of our facilities and only for the areas in the purview of their assigned work. There will be a log kept by the bridge foreman/resident engineer and updated daily for the keys issued including the following information - date, time, name, photo ID type and number, vehicle information, company they work for, and where/what on the facility they will be working on, and the key number given to the employee.

Parking Placard:
All Contractor's/Vendor's who wish to keep their vehicle's on NYSBA property while working, must be issued a NYSBA parking placard. The parking placard must be visibly displayed in the vehicle at all times while on property.

- Level 1 & 2 - A daily parking placard will be distributed at the start of each work day, and it is the responsibility of the contractor/vendor to return it at the end of the work day.
- Level 3 – A temporary parking placard will be distributed at the start of the project and it is the responsibility of the contractor/vendor to return it at the end of the project.

Compliance Policy:
To achieve Safety & Security compliance at its facilities and safeguard its assets the Authority maintains a Contractor/Vendor/Visitor Safety & Security Non-Compliance Policy. This policy dictates that all contractors/vendors/visitors must follow all established NYSBA policy, procedure, rules and regulations while on Authority property.

Failure to follow NYSBA established policy, procedure, rules or regulations will result in one of the following non-compliance actions. The below actions may take place in sequential order, or may escalate directly to the highest level depending on the egregiousness of the non-compliance act. The egregiousness of any non-compliance act will be determined by Security Department Management.

Ownership/Enforcement:
The non-compliance program is owned by the Safety and Security Department, enforced by the STB's with oversight by the Senior Safety, Security and Risk Manager or designee when issuing an official finding. First and second non-compliance findings will be enforced by the Senior Manager or designee, all third findings of non-compliance will be enforced and reviewed by the Senior Manager or designee and the Chief Engineer or designee or the party responsible for the Contractor/Vendor/Visitor being onsite. Ultimately all decisions regarding enforcement must be approved by the Director of Operations, Safety and Security.

First non-compliance finding:
Upon the first non-compliance finding in regards to NYSBA policy, procedure, rules and regulations a written letter of non-compliance will be issued to the individual. The letter will explain the finding and actions taken. A note will also be made in the individuals file for reference upon their next access to NYSBA property, and a copy of the letter will be filed with the security department.

Second non-compliance finding:
Upon the second non-compliance finding in regards to NYSBA policy, procedure, rules and regulations a written letter of non-compliance will be issued to the individual. In addition, a letter of notice will be sent to the contractor/vendor company informing them of the finding, and details surrounding the first finding and next steps. A note will also be made in the individuals file for reference upon their next access to NYSBA property, and a copy of the letter will be filed with the security department.

Third non-compliance finding:
Upon the third non-compliance finding in regards to NYSBA policy, procedure, rules and regulations a final written letter of non-compliance will be issued to the individual. At this point the NYSBA reserves the right to temporarily/permanently deny future access

requests to NYSBA property based on the individuals continued failure to follow established Safety & Security policy, procedure, rules and regulations.

Temporary Access Denials:

When determined, NYSBA may temporarily suspend access to those who have received a third non-compliance finding. Temporary suspensions may follow the below timelines:

- 4th Finding: 1-day suspension of NYSBA property access
- 5th Finding: 1-week suspension of NYSBA property access
- 6th Finding: 1-month suspension of NYSBA property access

Permanent Access Denials:

When deemed necessary NYSBA reserves the right to permanently deny access to all NYSBA property indefinitely.

Permanent access denials will be recommended to the Executive Director for final approval.

General Rules & Regulations

- Level 1 and 2 Contractors/Vendors must report to the facility security office prior to beginning and at the completion of work each day.
- Level 3 Contractors/Vendors may report directly to their work area once they have been issued a temporary ID
- Contractors/Vendors must remain in their designated work area at all times, unless otherwise authorized.
- Contractors/Vendors must have their ID in their possession at all times while working on Authority property.
- Contractors/Vendors are subject to random inspection of IDs, and TWIC/SWAC cards if applicable.
- Contractors/Vendors must return their ID and parking placard immediately upon completion of the job
- Contractors/Vendors, their employees and/or anyone under their supervision who access any non-public area or property of the Authority without prior authorization are subject to non-compliance at the discretion of the Executive Director or designee
- Any contractor/vendor found out of compliance with the Contractor/Vendor Policy or any applicable NYSBA rules and regulations will be subject to a non-compliance notice in accordance with the NYSBA non-compliance policy.
- All Contractor's/Vendor's must attend the initial Safety and Security briefing at the start of each project. If the project extends beyond a year they will be required to attend the briefing every twelve months.

Awareness:

All Contractors/Vendors/Visitors must be informed of this policy. It is the responsibility of the NYSBA employee in their charge to ensure their understanding of this policy. When signing the Contractor and Vendor Access Policy Acknowledgement Form Contractor and Vendors are confirming their understanding of the above policy in its entirety.

Note that the Authority reserves the right to deny or revoke access to any contractor and/or contractor's employee for any reason. Additionally, the Executive Director or their designee has the right to add or subtract requirements for any facility as necessary while ensuring the safety and security of our facilities.

KATHY HOCHUL
Governor

DR. MINOSCA ALCANTARA
Executive Director

JOAN MCDONALD
Chair

Appendix F-1

Contractor and Vendor Acknowledgement Form

The New York State Bridge Authority requires all contractors and vendors to read, understand and acknowledge the NYSBA Contractor and Vendor Facility Access Policy, and the NYSBA Contractor/Vendor/Visitor Safety & Security Non-Compliance Policy.

By signing below, you are confirming you have read both above listed policies and understand the requirements for working on NYSBA properties and the repercussions should you be found out of compliance with those requirements.

This form is required to be signed by all contractors and vendors prior to the start of work on any NYSBA property. This form must be returned to the respective bridge security office once signed.

Contractor Name: **Company:**

Signature: **Date:**

Appendix G
Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

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

1. The fulfillment of obligations by the Vendor does not violate any existing contracts or agreements between the Vendor and the Authority;

2. The fulfillment of obligations by the Vendor does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Vendor has with regard to any existing contracts or agreements between the Vendor and the Authority;

3. The fulfillment of obligations by the Vendor does not and will not compromise the Vendor's ability to carry out its obligations under any existing contracts between the Vendor and the Authority;

4. The fulfillment of any other contractual obligations that the Vendor has with the Authority will not affect or influence its ability to perform under the Agreement;

5. During the negotiation and execution of any contract, the Vendor will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

6. In fulfilling obligations under each of its Authority contracts, including this Agreement, the Vendor will act in accordance with the terms of each of its Authority contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the Authority as a whole including, but not limited to, any action or decision to divert resources from one Authority project to another;

7. No former officer or employee of the Authority or State of New York ("State") who is now employed by the Vendor, nor any former officer or employee of the Vendor who is now employed by the Authority or State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the New York State Public Officers Law; and

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

Vendor agrees that the Authority recognizes that conflicts may occur in the future because a Vendor may have existing or new relationships. The Authority will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

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

____

Name of Vendor

____

Name of Signatory

____

Title of Signatory:

____

Signature:

____

Date:

NEW YORK STATE Bridge Authority

KATHY HOCHUL
Governor

DR. MINOSCA ALCANTARA
Executive Director

JOAN MCDONALD
Chair

Appendix H
Gender-Based Violence and the Workplace Certification

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

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

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

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

Organization: ______________________________

By (signature): ______________________________

Name (Please Print): ______________________________

Title: ______________________________

Date: ______________

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

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

____

____

____

Appendix I

NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 2878 of the New York State Public Authorities Law)
139-d "Statement of non-collusion in bids of the State."

1. Every bid hereafter made to the State or any public department, agency, or official thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non Collusive Bidding Certification

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

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

b. A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if, in any case, the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid, a signed statement which sets forth, in detail, the reasons therefore. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made, unless the head of the purchasing unit of the State, public department, or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to the State or any public department, agency, or official thereof by the corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the Board of Directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

REQUIRED FOR ALL NEW YORK STATE BRIDGE AUTHORITY PROJECTS

That the Contractor to whom the above identified CONTRACT is to be awarded does hereby tender to the New York State Bridge Authority this sworn statement that said CONTRACTOR has not either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above identified contract.

By executing this proposal, the CONTRACTOR agrees to:

1. **Perform all work listed in accordance with the contract documents at the lump sum and unit prices bid;**
2. **All non-collusive bidding certifications required by Section 2878 of the New York State Authorities Law;**
3. **The affirmation of the Minority Business Enterprises Bidder's Certification;**
4. **Certification of Specialty Items category selected, if contained in the proposal;**
5. **Certification of any other clauses by this proposal and contained herein.**

____
Legal name of person, firm or corporation

Dated ________________, **20**__ **By** ________________________________
Signature

Please complete information requested below:

The mailing address of the Bidder is:

____

____________________________________ **City and State**

If a Corporation

Name	**Address**
________________________, **President**	________________________
________________________, **Secretary**	________________________
________________________, **Treasurer**	________________________

NEW YORK STATE Bridge Authority

KATHY HOCHUL
Governor

DR. MINOSCA ALCANTARA
Executive Director

JOAN MCDONALD
Chair

If a Partnership

Name	Address
______________________	______________________
______________________	______________________
______________________	______________________

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:
New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:
The New York State Bridge Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.

New York State Bridge Authority
Offerer Disclosure of Prior Non-Responsibility Determinations

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

____

Address: ____

____

Name and Title of Person Submitting this Form: ______________________

____

Contract Procurement Number: ______________________

Date: ______________________

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: ______________________

Date of Finding of Non-responsibility: ______________________

Basis of Finding of Non-Responsibility: ______________________

____

____

____

____

____

____

____

(Add additional pages as necessary)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: ______________________

Date of Termination or Withholding of Contract: ______________________

Basis of Termination or Withholding: ______________________

(Add additional pages as necessary)

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

By: ______________________ Date: ______________________
Signature

Name: ______________________

Title: ______________________

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name*		EIN	
Address of the Principal Place of Business (street, city, state, zip code)		New York State Vendor Identification Number	
		Telephone ext.	Fax
Email	Website		

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

Type	Name	EIN	Status

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

☐ Corporation (including PC)	Date of Incorporation
☐ Limited Liability Company (LLC or PLLC)	Date of Organization
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment
☐ Sole Proprietor	How many years in business?
☐ Other	Date Established

If Other, explain:

1.1 Was the Legal Business Entity formed or incorporated in New York State?	☐ Yes ☐ No

If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

☐ United States State ____

☐ Other Country ____

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide CIK Code or Ticker Symbol	
1.3 Does the Legal Business Entity have a DUNS Number?	☐ Yes ☐ No
If "Yes," Enter DUNS Number	

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

NYS Vendor ID: ________

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION	
1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State Small Business (SB) ☐ Federally certified Disadvantaged Business Enterprise (DBE)	☐ Yes ☐ No
1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.	

Name	Title	Percentage Ownership (*Enter 0% if not applicable*)

NYS Vendor ID: ___________

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION		
2.0 The Reporting Entity for this questionnaire is: Note: Select only one. ☐ Legal Business Entity *Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)* ☐ Organizational Unit within and operating under the authority of the Legal Business Entity SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION. *Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*		
IDENTIFYING INFORMATION		
a) Reporting Entity Name		
Address of the Primary Place of Business (street, city, state, zip code)	Telephone ext.	
b) Describe the relationship of the Reporting Entity to the Legal Business Entity		
c) Attach an organizational chart		
d) Does the Reporting Entity have a DUNS Number?	☐ Yes ☐ No	
If "Yes," enter DUNS Number		
e) Identify the designated manager(s) responsible for the business of the Reporting Entity. *For each person, include name and title. Attach additional pages if necessary.*		
Name	Title	

NYS Vendor ID: __________

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY ***Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:***	
3.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	☐ Yes ☐ No ☐ Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No ☐ Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No ☐ Other
For each "Yes" or "Other" explain:	

IV. INTEGRITY – CONTRACT BIDDING ***Within the past five (5) years, has the reporting entity:***	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☐ No
4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?	☐ Yes ☐ No
For each "Yes," explain:	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

V. INTEGRITY – CONTRACT AWARD *Within the past five (5) years, has the reporting entity:*	
5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☐ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ No
For each "Yes," explain:	

VI. CERTIFICATIONS/LICENSES *Within the past five (5) years, has the reporting entity:*	
6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☐ No
For each "Yes," explain:	

VII. LEGAL PROCEEDINGS *Within the past five (5) years, has the reporting entity:*	
7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	☐ Yes ☐ No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	☐ Yes ☐ No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	☐ Yes ☐ No
For each "Yes," explain:	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over $25,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over $25,000 been filed against the Reporting Entity which remain undischarged?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?	☐ Yes ☐ No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?	☐ Yes ☐ No
If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?	☐ Yes ☐ No
a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?	☐ Yes ☐ No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES ***This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.*** ***(See definition of "associated entity" for additional information to complete this section.)***	
9.0 Does the Reporting Entity have any Associated Entities? Note: All questions in this section must be answered if the Reporting Entity is either: – An Organizational Unit; or – The entire Legal Business Entity which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.	☐ Yes ☐ No
9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over $50,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any Associated Entity:	
a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?	☐ Yes ☐ No
b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?	☐ Yes ☐ No
c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?	☐ Yes ☐ No
d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?	☐ Yes ☐ No
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?	☐ Yes ☐ No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NYS Vendor ID: __________

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

X. FREEDOM OF INFORMATION LAW (FOIL)	
10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	☐ Yes ☐ No
If "Yes," indicate the question number(s) and explain the basis for the claim.	

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name	Telephone ext.	Fax
Title	Email	

NYS Vendor ID: ____________

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official ______________________________

Printed Name of Signatory ______________________________

Title ______________________________

Name of Business ______________________________

Address ______________________________

City, State, Zip ______________________________

Sworn to before me this ________ day of ______________________, 20___;

______________________________ Notary Public

New York State Bridge Authority
Offerer's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

> Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A NYS Bridge Authority must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Contractor submits its proposal or bid.

Offerer affirms that it understands and agrees to comply with the procedures of the NYS Bridge Authority relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: ______________________________ Date: ________________

Name: ____________________________

Title: ____________________________

Contractor Name: ____

Contractor Address: ____

____

____

Offerer's Certification of Compliance
with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

The New York State Bridge Authority must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to the certification and provide it to the procuring Governmental Entity.

New York State Bridge Authority

Offerer's Certification of Compliance with State Finance Law §139-k(5)

Offerer Certification:

I certify that all information provided to the New York State Bridge Authority with respect to State Finance Law §139-k is complete, true and accurate.

By: ______________________________ Date: ________________

Name: ____________________________

Title: ____________________________

Contractor Name:

____

Contractor Address:

____

____

____

Appendix O

Total Cost Proposal

In addition to the data completed on this form below by year, the Authority requires the following exhibits:

Exhibit A: Staffing Table

- This matrix shall include employee job titles, staff hours per task, total hours per job title, average hourly rates and total staff hour cost.

Exhibit B: Direct Expense

- A summation of anticipated direct non-salary costs.

Exhibit C: Total Cost Summary

- This summation shall include total direct technical salaries from Exhibit A, overhead allowance, direct non-salary costs and the total anticipated project costs.

Exhibit D: Salary Rates

- In addition to current year salary rates, a projection of costs escalation in future years of the contract is required.

The proposer hereby submits the following proposal for the annual cost of services for NYSBA:

Year 1:

Total Cost Year 1 - Development of TRC & MPL $________________

Year 2:

Total Cost Year 2 - Indexing Only Year (Optional) $________________

Year 3:

Total Cost Year 3 - Indexing Only Year (Optional) $________________

Year 4:

Total Cost Year 4 - Indexing Only Year (Optional) $________________

Year 5:

Total Cost Year 5 - Indexing Only Year (Optional) $________________

Year 6:

Total Cost Year 6 - Indexing Only Year (Optional) $________________

Year 7:

Total Cost Year 7 - Indexing Only Year (Optional) $________________

Year 8:

Total Cost Year 8 - Indexing Only Year (Optional) $________________

Year 9:

Total Cost Year 9 - Indexing Only Year (Optional) $________________

Year 10:

Total Cost Year 10 - Indexing Only Year (Optional) $________________

______________________________ ________________

Authorized Officer **Date**

Appendix M

New York State Bridge Authority

Workers' Compensation Certification

I hereby certify that effective the date of my Agreement with NYSBA and at all times in the performance of such Agreement that:

______ I have and will maintain in full force and effect policy of Workers' Compensation Insurance in compliance with the laws of the State of New York with the following insurance company:

____

Company Name

____

Agent's Name, Address and Telephone Number

____

Policy Number and Effective Date

OR

______ I will perform the work of said Agreement myself and do not have and will not have any employee or employees assisting me with the performance of the Agreement and am not required by the Laws of the State of New York to obtain and maintain a policy of Workers' Compensation Insurance in the performance of this Agreement.

I understand that this statement is made as a material part of the Agreement, which I have contemporaneously made with NYSBA.

____

Date

____

Signature of Vendor

Appendix P

Client References Request for Proposal

Please list three (3) client references. It is preferred that those references are clients within the State of New York. NYSBA reserves the right to contact references other than, and/or in addition to, those being furnished below:

1. Contact name and Company name: ______________________

   Address: ______________________

   Phone Number: ______________________

2. Contact name and Company name: ______________________

   Address: ______________________

   Phone Number: ______________________

3. Contact name and Company name: ______________________

   Address: ______________________

   Phone Number: ______________________

KATHY HOCHUL
Governor

DR. MINOSCA ALCANTARA
Executive Director

JOAN MCDONALD
Chair

APPENDIX R
CONFIDENTIALITY NOTICE

The data on page(s) ______________________________

of this proposal, identified by an asterisk (*) or marked along the margin with a vertical line, contain technical or financial information which are considered to be proprietary information or trade secrets, the disclosure of which would cause substantial injury to the Proposer's competitive positions. The Proposer requests that such data be used only for the evaluation of the proposal, but understands that such data may otherwise be disclosed to the extent that the NYS Bridge Authority determines is necessary or proper for compliance with any law, order or decree of any court or agency of competent jurisdiction, or necessary or proper in the Authority's view to show compliance with any law, order or decree of any court or agency of competent jurisdiction.

Note:

Proposer is urged to only designate as confidential those materials which, in its opinion, clearly represent proprietary information or trade secrets. Cost proposal information and all proposed forms shall not be considered confidential.

Proposer ______________________________

Signature of Authorized Official ______________________________

Date ______________________________

Appendix T

MODJESKI and MASTERS

COLORADO | ILLINOIS | LOUISIANA | MISSOURI | NEW JERSEY | NEW YORK | NORTH CAROLINA | PENNSYLVANIA | TEXAS | WASHINGTON, D.C. | WEST VIRGINIA

November 5, 2025

Mr. Brian Bushek, Treasurer
New York State Bridge Authority
P.O. 1010
Highland, NY 12528

RE: PN 4741.25
NEW YORK STATE BRIDGE AUTHORITY
Estimated Bridge Replacement Costs

Dear Mr. Bushek:

As per your request, we have prepared estimated replacement costs for each of the New York State Bridge Authority Hudson River crossings and the ancillary structures at the Mid-Hudson and Newburgh-Beacon Bridges based on the projected ENR index for January 1, 2026. Given the year-to-date annualized increase of 3.37% and November's index of 14,098, we are projecting a year end index of approximately 14,150. The costs shown below are for the total replacement of the bridges, including costs associated with the removal of the old structures.

Main River Crossings

Bear Mountain Bridge	$213,690,000
Newburgh-Beacon Bridge (North Span)	349,670,000
Newburgh-Beacon Bridge (South Span)	487,650,000
Mid-Hudson Bridge	384,180,000
Kingston-Rhinecliff Bridge	381,270,000
Rip Van Winkle Bridge	277,050,000
Walkway over the Hudson	318,670,000

Ancillary Structures

Newburgh-Beacon Approach Structures

Interstate Route 84 over Route 9W	$8,680,000
Balmville Road Bridge over Interstate Route 84	2,030,000

Mid-Hudson East Approach Structures

Viaduct Between the Main Span and Gerald Drive	$4,900,000
Gerald Drive	2,630,000
Water Street	2,170,000
Viaduct Between Old Water St. and Rinaldi Blvd.	6,330,000
Rinaldi Boulevard	3,650,000
Railroad Arch	6,870,000
Route 9 South Overpass	3,530,000
Route 9 North Overpass	2,100,000
East Abutment Span	2,180,000

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POUGHKEEPSIE, NY 12603
845.471.2630
888.663.5375
www.modjeski.com
poughkeepsie@modjeski.com

EMPLOYEE-OWNED EO CERTIFIED

Mid-Hudson West Approach

Route 9W Overpass	$3,230,000

We trust this information will be satisfactory for your needs. Should additional information be required, please don't hesitate to contact us.

Very truly yours,

Quentin P. Johnson, P.E.
Vice President | New York Regional Director

QPJ:qpj