

ALBANY COUNTY AIRPORT AUTHORITY
 ALBANY INTERNATIONAL AIRPORT
 ADMINISTRATION BUILDING
 SUITE 200
 ALBANY, NEW YORK 12211-1057

TEL: 518-242-2222
 ADMIN FAX: 518-242-2641
 FINANCE FAX: 518-242-2640
 SITE: www.albanyairport.com

Minutes of the Regular Meeting of the Albany County Airport Authority

ACAA Approved
 03/18/2019

February 8, 2019

Pursuant to notice duly given and posted, the regular meeting of the Albany County Airport Authority was called to order on Friday, February 8, 2019 @ 11:30 a.m. in the 3rd Floor Conference Room of the main terminal located at the Albany International Airport by Chairman Kenneth J. Doyle with the following present:

MEMBERS PRESENT

Rev. Kenneth J. Doyle
 Patricia M. Reilly
 Lyon M. Greenberg, M.D.
 Tony Gorman
 Kevin R. Hicks
 Steven H. Heider

MEMBERS ABSENT

Samuel A. Fresina

STAFF

John A. O'Donnell
 William J. O'Reilly
 Peter Stuto
 Steve Iachetta
 Helen Chadderdon
 Doug Myers
 John LaClair
 Margaret Herrmann
 Jenn Munger

ATTENDEES

Fred Acunto, Airport Manager, AvPorts
 John DelBalso, Assistant Airport Manager, AvPorts
 Bart Johnson, Federal Security Director, TSA
 Captain Doug Vogel, Albany County Sheriff's Department

Action Items:

1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments

1.1 Contract No. E-1000 – Aircraft Fueling Vehicle

Mr. O'Reilly recommended authorization to purchase one Aircraft Fueling Vehicle from ProFlo Industries, LLC for use by Million Air in servicing commercial and general aviation aircrafts in the amount of \$221,470.00.

He advised the purchase of an additional aircraft fueling vehicle will supplement our fleet of fueling equipment used for commercial and general aviation aircrafts. He further advised the delivery is 120 days after receipt of order. He stated this contract will be funded from CPN account number 2290 and is 100% airport funded.

Mr. Hicks moved to authorize a purchase of order for the purchase of one Aircraft Fueling Vehicle from ProFlo Industries, LLC for use by Million Air in servicing commercial and general aviation aircrafts in the amount of \$221,470. The motion was adopted unanimously.

1.2 Contract No. 409-F Amendment No. 8 – Airport Rates and Charges Consultant – LeighFisher, Inc.

Mr. O'Reilly recommended Amendment No. 8 of the contract with our Airport Rates and Charges Consultant, LeighFisher, Inc. Mr. O'Reilly stated Amendment No. 8 amount is estimated at \$120,000 over a two-year period.

Mr. Heider moved to authorize said Amendment No. 8 to the Airport Rates and Charges Consultant – LeighFisher, Inc. in the amount of \$120,000 over a two-year period. The motion was adopted unanimously.

1.3 Contract No. 990-PARCS – Parking Access Revenue Control System

Mr. O'Reilly recommended authorization to approve the PARCS Equipment contract with Amano McGann, Inc. for Parking Access and Revenue Control Systems (PARCS) Equipment and Installation in the amount of \$3,029,600.66.

Mr. O'Reilly advised Amano McGann was selected pursuant to a competitive procurement and after selection the Authority increased the scope of the work by adding necessary equipment on a predetermined unit price basis. He also stated this contract will be funded from CPN 2290 and is 75% state funded and 25% airport funded, but the percentages will vary with the final project costs.

The final contract will require approval of the New York State Department of Transportation and the contract will include an MWBE participation of 20%.

Dr. Greenberg moved to authorize said PARCS Equipment contract with Amano McGann for Parking Access and Revenue Control Systems (PARCS) Equipment and Installation in the amount of \$3,029,600.66. The motion was adopted unanimously.

1.4 SELECTION/NEGOTIATIONS: Authorization to Select Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP (Construction Inspection)

Mr. LaClair recommended Selection of Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP (Construction Inspection). He advised Creighton Manning LLP, of Albany, NY scored the highest by the evaluation committee for the RFP sent out, for the Project and the project includes onsite construction inspection and record keeping, material testing and Special Inspections per Albany County Building Codes.

Mr. Gorman moved to authorize Selection of Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP (Construction Inspection). The motion was adopted unanimously.

1.5 Professional Service Contract: Authorization to Award Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP

Mr. LaClair recommended authorization to award Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP (Construction Inspection) in the amount of \$400,000. He advised this contract will be funded from CPN and will be 52% state funded and 48% Airport funded.

Dr. Greenberg moved to authorize the award of Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP (Construction Inspection) in the amount of \$400,000. The motion was adopted unanimously.

1.6 Contract No. 989-SF – Parking Garage Site Work and Foundations

Mr. O'Donnell recommended authorization to award Contract 989-SF Parking Garage Site Work and Foundations to the qualified low bidder, LeChase Construction Services, LLC in the amount of \$8,821,000 contingent upon satisfying completion of the pre-award submittals. He advised this contract will be funded from CPN 2261 and will be 55%+/- state funded and 45%+/- airport funded.

Ms. Reilly moved to authorize the award of Contract No. 989-SF for Parking Garage Site Work and Foundations with LeChase Construction Services, LLC in the amount of \$8,821,000 contingent upon satisfying completion of the pre-award submittals. Also, in the event that the low bidder cannot fulfill the requirements of the pre-award submittals, the CEO shall be authorized to award to the second low bidder, D.A. Collins Construction. The motion was adopted by majority with Mr. Gorman recusing himself.

1.7 Professional Service: Authorization for Professional Services Contract S-1005 for consulting services with Raymond W. Casey for two years 2019 and 2020.

Mr. O'Donnell recommended authorization to award Professional Services Contract S-1005 for consulting services to Raymond W. Casey for two years 2019 and 2020 in the amount not-to-exceed \$50,000. The contract will be funded from the Operating Budget.

Father Doyle moved to authorize Professional Service Contract No. S-1005 for Consulting Services to Raymond W. Casey for two years in the amount not-to-exceed \$50,000. The motion was adopted unanimously.

1.8 Contract No. S-1004 - Financial Advisor Agreement with PARG (Public Resource Advisory Group)

Mr. O'Reilly recommended authorization to award professional service contract S-1004 Financial Advisor Agreement with PARG (Public Resource Advisory Group) for a term effective February 1, 2019 through January 31, 2024. He advised the fees are based upon services which vary with finance transactions.

Mr. O'Reilly also advised the Authority contemplates entering the financial markets in the near term to take advantage of refunding opportunities and may issue additional financing.

Mr. Heider moved to authorize Professional Service Contract No. S-1004 Financial Advisor Agreement with PARG (Public Resource Advisory Group). The motion was adopted unanimously.

1.9 Banking Services Agreement: Approve Bank form of Resolution and Authorize Secretary to Sign (Community Bank)

Mr. O'Reilly recommended authorization to have the Authority Secretary sign the Corporate Authorization Resolution provided by Community Bank. He advised the Authority entered into a Line of Credit with Community Bank and agreed to open a bank account to receive and repay advances from the Line of Credit. Community Bank has requested the Authority's Secretary Sign a resolution. Our General and Bank Line of Credit Counsel have agreed to have the Board adopt this resolution and the Secretary Execute it with the CFO.

Father Doyle moved to authorize the Authority Secretary to sign the Corporate Authorization Resolution. The motion was adopted unanimously.

2. Public Affairs Report (Regarding Government Shutdown & Community Response)

Mr. Myers presented a Public Affairs Status Report regarding the government shutdown and the community response.

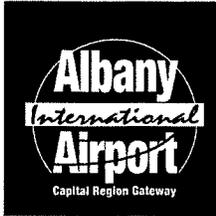
3. Executive Session:

ES-1 – Matter Concerning the Hiring of a Particular Corporation

Father Doyle made a motion to go into Executive Session to discuss one matter relative to a particular corporation. The motion was adopted unanimously.

Father Doyle made a motion to out of Executive Session. The motion was adopted unanimously.

There being no further business, the meeting was adjourned at 1:00 p.m.



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**ALBANY COUNTY AIRPORT AUTHORITY
REGULAR MEETING
AGENDA
February 8, 2019**

- 1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments**
 - 1.1 Contract No. E-1000 – Aircraft Fueling Vehicle**
 - 1.2 Contract No. 409-F Amendment No. 8 – Airport Rates and Charges Consultant – LeighFisher, Inc.**
 - 1.3 Contract No. 990-PARCS – Parking Access Revenue Control System**
 - 1.4 Selection: Authorization to Select Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP (Construction Inspection)**
 - 1.5 Professional Service Contract: Authorization to Award Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP**
 - 1.6 Contract No. 989-SF – Parking Garage Site Work and Foundations – TO BE HANDED OUT AT MEETING**
 - 1.7 Professional Service: Authorization for Professional Services Contract S-1005 for consulting services with Raymond W. Casey for two years 2019 and 2020.**
 - 1.8 Contract No. S-1004 - Financial Advisor Agreement with PARG (Public Resource Advisory Group)**
 - 1.9 Banking Services Agreement: Approve Bank form of Resolution and Authorize Secretary to Sign (Community Bank)**
- 2. Public Affairs Report (Regarding Government Shutdown & Community Response)**
- 3. Executive Session:**

ES-1 – Matter Concerning the Hiring of a Particular Corporation

NOTICE

CHANGE OF REGULAR MEETING

NOTICE

Notice is hereby given of the following change in regular meeting schedule for the Albany County Airport Authority:

The Albany County Airport Authority has **RESCHEDULED** its regularly scheduled meeting on **Monday, February 4, 2019 to Friday, February 8, 2019 at 10:00 a.m.**

TU 1t (4039000)

TIMES UNION

timesunion.com

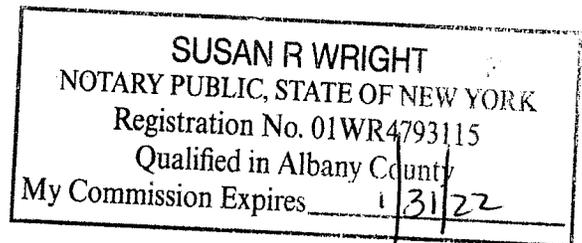
Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

ALBANY INTERNATIONAL AIRPORT
737 ALBANY SHAKER RD
ADMINISTRATIVE BLDG SUITE 204
ATTN: KATIE KANE
ALBANY, NY 12211

Account Number: 061026000
Order Number: 0004039000
Order Invoice Text: CHANGE OF REGULAR

T Tomes / S Rawling / R Bernard / T Duquette of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

02-01-2019

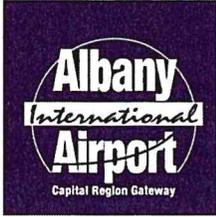


Stephanie Rawling

Sworn to before me, this 4 day of February 2019.

Susan Wright

Notary Public
Albany County



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**CHANGE OF REGULAR MEETING
NOTICE**

*Posted
Lobby
Facebook
Website / 1-29-19*

Notice is hereby given of the following change in regular meeting schedule for the Albany County Airport Authority:

The Albany County Airport Authority has **RESCHEDULED** its regularly scheduled meeting on Monday, February 4, 2019 to **Friday, February 8, 2019 at 10:00 a.m.**

Liz Charland

From: Liz Charland
Sent: Monday, January 28, 2019 10:27 AM
To: 'Bart Johnson'; 'Bob Heitz'; 'Brandon Russell, Majority Counsel'; 'County Executive Daniel P. McCoy'; 'Dave Collins'; 'Douglas A. Bullock, Albany County Mass Transit Committee Chair'; 'Eric Anderson'; 'Frank Mauriello, Albany County Minority Leader'; 'Fred Acunto'; 'George Penn (Albany County)'; 'Jill Bryce'; 'John DelBalso'; 'Kelly Boyea (Albany County)'; 'Majority Leader Dennis Feeney'; 'Mike DeMasi'; 'Pam Allen'; 'Pete Rea (prea@dot.state.ny.us)'; 'Spotlight News'; 'WRGB News'
Subject: February Board Meeting Rescheduled to Friday, February 8, 2019 at 10:00 a.m.
Importance: High

CHANGE OF REGULAR MEETING

NOTICE

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The Albany County Airport Authority has **RESCHEDULED** its regularly scheduled meeting on Monday, February 4, 2019 to **FRIDAY, February 8, 2019 at 10:00 a.m.**

Liz Charland

From: Liz Charland
Sent: Monday, January 28, 2019 10:26 AM
To: ACAAlist
Subject: February Board Meeting - New Date Friday, February 8, 2019 at 10:00 a.m.
Importance: High

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Liz Charland

From: Liz Charland
Sent: Monday, January 28, 2019 10:24 AM
To: 'Kenneth Doyle'; 'Kevin R. Hicks, Sr. - IPAD'; 'Kevin R. Hicks, Sr. (Personal)'; 'Lyon Greenberg, MD'; 'Lyon Greenberg, MD - IPAD'; 'Patricia M. Reilly'; 'Patricia M. Reilly - IPAD'; 'Rev. Kenneth Doyle (Personal)'; 'Samuel A. Fresina'; 'Samuel A. Fresina - IPAD'; 'Steve Heider'; 'Steven H. Heider'; 'Tony Gorman'; 'Tony Gorman - IPAD'
Subject: Board Meeting - FRIDAY, February 8, 2019 at 10:00 a.m.
Importance: High

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Liz Charland

From: Liz Charland
Sent: Tuesday, January 29, 2019 1:51 PM
To: 'TU Legals'
Subject: RE: Please publish one time as soon as possible. Thank you.

THE NEW MEETING DATE SHOULD BE **Friday, February 8, 2019 at 10:00 a.m.**

From: Liz Charland
Sent: Tuesday, January 29, 2019 1:45 PM
To: 'TU Legals' <TULegals@TimesUnion.com>
Subject: Please publish one time as soon as possible. Thank you.
Importance: High

CHANGE OF REGULAR MEETING

NOTICE

Notice is hereby given of the following change in regular meeting schedule for the Albany County Airport Authority:

The Albany County Airport Authority has **RESCHEDULED** its regularly scheduled meeting on Monday, February 4, 2019 to **Monday, February 11, 2019 at 11:30 am.**

Liz Charland

From: Liz Charland
Sent: Tuesday, January 29, 2019 1:54 PM
To: 'Saratogian Newspapers'; 'The Colonie Spotlight'; 'The Gazette'; 'The Troy Record'
Subject: Please publish with new date of Friday, February 8, 2019 at 10:00 a.m.
Importance: High

CHANGE OF REGULAR MEETING

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ALBANY COUNTY AIRPORT AUTHORITY

REGULAR MEETING

AGENDA

February 8, 2019

Action Item:

1. Authorization of Contracts/Leases/Contract Negotiations/Contract Amendments
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 - 1.9 Banking Services Agreement: Approve Bank form of Resolution and Authorize Secretary to Sign (Community Bank)
2. Public Affairs Report (Regarding Government Shutdown & Community Response)

AGENDA ITEM NO. 1.1

Approve purchase of one Aircraft Fueling Vehicle from ProFlo Industries, LLC. For use by Million Air in servicing commercial and general aviation aircrafts. Contract # E-1000.

AGENDA ITEM NO: 1.1
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
02/08/2019

DEPARTMENT:

Contact Person: *William J. O'Reilly, Chief Financial Officer*

PURPOSE OF REQUEST:

Approve purchase of one Aircraft Fueling Vehicle from ProFlo Industries, LLC. For use by Million Air in servicing commercial and general aviation aircrafts. Contract # E-1000.

CONTRACT AMOUNT:

Base Amount:	\$ 218,675.00
Shipping / Delivery	\$2,200.00
Additional Options/Tool Box	\$595.00
Total Contract Amount:	<u>\$221,470.00</u>

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No ___ NA ___
Funding Account No.: CPN 2290

* May be reimbursed from Available Bond Proceeds

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ___ State _____ Airport ✓ NA ___

JUSTIFICATION:

The purchase of an additional aircraft fueling vehicle will supplement our fleet of fueling equipment used for commercial and general aviation aircrafts. The attached bid was received from ProFlo Industries, LLC on January 10, 2019. The Airport Vehicle Maintenance Department has reviewed the bid submittal and confirmed this vehicle meets the Airports required specifications. The proposed vehicle is a 2019 Freightliner M2-106 PFI RF5KJ-300-DF. The delivery is 120 days after receipt of order.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval for the purchase of One (1) Aircraft Fueling Vehicle.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES _____ NA ✓

AGENDA ITEM NO: 1.1
MEETING DATE: February 8, 2019

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES J NA

BACK-UP MATERIAL:

*Bid from Pro Flo Industries, LLC
Bid Opening Spreadsheet
Document Request List / Bidders List*

CONTRACT #E-1000
One (1) Aircraft Fueling Vehicle

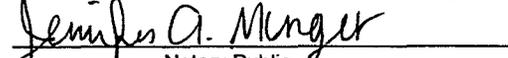
Company Name	Proflow Industries
Meets or Exceeds Specs	YES
Make/Model of Vehicle	2019 Freightliner M2-106PF1 / RFSKJ-300-DF
Base Bid Price	\$218,675.00
Shipping /Delivery Cost	\$2,200.00
Total Price	\$220,875.00
Bid Acknowledgement	X
Offerer Disclosure	X
Non-Collusion	X

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department


 Bobbi Matthews
 Purchasing Agent

Sworn to before me this 11th day of January 2019


 Notary Public

JENNIFER A. MUNGER
 Notary Public, State of New York
 No. 01MU6246332
 Qualified in Schenectady County
 Commission Expires Aug. 08, 2019

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
Gabrielli Truck Sales	Kevin Burke	12/27/2018 01:37 PM EST	Hicksville	New York
Doodle Mom LLC	Kristen Ellison	12/18/2018 07:04 PM EST	Schenectady	New York
Whittaker Brothers	Roland Whittaker	12/18/2018 04:04 PM EST	New York	New York
Ground Support Specialist	Jerry James	12/17/2018 03:23 PM EST	Horn Lake	Mississippi
Fleet Maintenance Inc.	Deborah Gawron	12/17/2018 02:00 PM EST	West Seneca	New York
Albany Truck Sales	Grady Byrnes	12/17/2018 10:26 AM EST	Albany	New York
BrainSurface LLC	Omar Farooq	12/17/2018 02:25 AM EST	Dallas	Texas
ProFlo Industries LLC	Terry Bosserman	12/15/2018 10:01 AM EST	Alvada	Ohio
DIEHL & SONS INC.	Douglas Austin	12/14/2018 11:48 AM EST	RICHMOND HILL	New York
Municipal Leasing Consultants	Sharon Russitano	12/14/2018 10:53 AM EST	Grand Isle	Vermont
Verslas Industrial Inc	Jonas Jankauskas	12/14/2018 10:21 AM EST	Douglaston	New York



January 8, 2019

Albany County Airport Authority
Purchasing Office – Suite 204
Administration Building – Second Floor
Albany, NY 12211-1057

Ref: IFB No. E-1000 Aircraft Fueling Vehicle

To Whom It May Concern,

Please find attached our bid and required documents in reference to IFB No. E-1000 "Aircraft Fueling Vehicle". In response, we have submitted information and pricing for Qty. (1) RF5KJ-300-DF, new 5,000 gallon Jet A refueler which complies 100% with the provided technical specifications. If you have any further questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry N. Bosserman", followed by a long horizontal line extending to the right.

Terry N. Bosserman
President
ProFlo Industries LLC
Phone: +1.419.436.6008 Xt: 1
Email: Terry@profloind.com



THE FUTURE OF AIRCRAFT

REFUELING EQUIPMENT

- Started by Terry Bosserman Junior early 2014
- Located in Ohio on a 11 acres lot
- 25 employees in Ohio, USA
- 35 Million USD sales
- Over 450 units sold for USA, Canada, and exported to Asia, Africa, Latin America and the Caribbean



ProFlo
INDUSTRIES LLC

THE FUTURE OF AIRCRAFT

REFUELING EQUIPMENT

ProFlo Industries is an original equipment manufacturer located in Alvada, Ohio. We specialize in manufacturing and refurbishing Aircraft Refueling Equipment. Our team has over 20 years of experience in the aircraft refueling industry and have sent equipment to customers all over the world.



Model: RF5KJ-300-DF

Description: New 5,000 Gallon Refueler

Chassis: Freightliner M2-106

Dispensing System: 300 GPM

The unit will meet the following spec:

SPECIFICATIONS

CHASSIS

- New Freightliner M2-106
- 4x2 Configuration
- Cummins Diesel Engine
- Allison Automatic Transmission
- Spring Suspension and Air Brakes
- Heavy Duty Rear Bumper Installed w/LED Lights
- Exhaust Modified Per NFPA 407
- Red and Amber Interlock Status Lights Installed in Driver's Cabin
- Master Battery Disconnect Switch Installed w/Lockout Feature
- Hot-Shift PTO Installed w/Heavy-Duty 1300 Series Shaft

TANK AND ACCESSORIES

- Vent
- (2) Morrison 372-0100 Water Drain Valves Terminating in Spring-Loaded Ball Valves w/Camlock Caps
- 4" Internal Valve w/Pilot for Bottom Loading
- 3" Air-Operated Emergency Valve for Off-Loading
- Jet Level Sensor
- Recirculation/Bottom Load Stub w/Single Connection and Shutoff Valve
- Digital Tank Level System Supplied – Utilized for Secondary High-Level Shutoff
- 5,000 Gallon Aluminum Tank Built in Accordance with DOT-406
 - Flanged and Dished Heads
 - Internal Baffles
 - (2) Water Drain Valves
 - PAF Style Manhole Lid
 - Access Ladder Mounted at Rear of Unit

DISPENSING SYSTEM – 300 GPM (1,135 LPM)

- Single-Wrap Underwing Reel and Overwing Reel Mounted in a Module Constructed From Stainless Steel

ProFlo Industries LLC

2679 S. US Hwy 23 Alvada, OH 44802

www.profloind.com Office: +1.419.436.6008



PUMP

- Gorman Rupp 03H1 (Hot-Shift PTO Driven)
- 2" Morrison Spring Bypass Valve

METER

- Liquid Controls M25 Meter Rated at 300 GPM (1,135 LPM)
- LCR-600 Electronic Register Head (Gallons)
- Cab-Mounted Epson TMU-295 Slip Printer
- Red Lion Large Digital Meter Display Installed on Operation Side of Unit

FILTER VESSEL

- Facet Latest Edition Separator Vessel for Jet A
 - Carbon Steel Construction w/Internal Epoxy Coating
 - Built In Accordance with 6th Edition
 - Air Eliminator
 - Pressure Relief Valve
 - Gammon Electric Sensor w/Intrinsically Safe Relay for Water Defense
 - In/Out Millipore Fittings
 - Shutoff Valves at Inlet and Outlet
 - Schultz 0-15 PSI Differential Pressure Gauge w/Test Valve
 - Spring-Loaded Drain Valve – Upstream and Downstream
 - Latest Edition Elements Installed After Flow Test

MODULE HOSE REELS

- Single-Wrap Underwing Reel w/Electric Rewind
 - 2" x 50' Capacity
 - Aluminum Internals and Swivel Joint
 - Stainless Hose Guide Assembly Installed
 - Hose Reel Shutoff Valve Installed Immediately Upstream
 - 2" x 50' API 1529 Fueling Hose Coupled MxM
 - Test Certificate Supplied
 - Commercial Underwing Nozzle w/45-PSI Hose End Pressure Control Valve, 100-Mesh Strainer, Dust Cap and Swivel Inlet
 - Interlocked Nozzle Holder
- Single-Wrap Overwing Reel w/Electric Rewind
 - 1-1/2" x 50' Capacity
 - Aluminum Internals and Swivel Joint
 - Stainless Hose Guide Assembly Installed
 - Hose Reel Shutoff Valve Installed Immediately Upstream
 - 1-1/4" x 50' API 1529 Fueling Hose Coupled MxM
 - Test Certificate Supplied
 - OPW 295SAJ-0200 Overwing Nozzle w/Grounding Cable, Dust Cap, Jet Spout and 100-Mesh Strainer
 - Interlocked Nozzle Holder

ProFlo Industries LLC

2679 S. US Hwy 23 Alvada, OH 44802

www.profloind.com Office: +1.419.436.6008



INTERLOCK SYSTEM

- Electric Proximity Style Interlock System Installed
 - Pump Activation
 - Nozzle Holders
 - Bottom Load Connection
- Emergency Interlock Override Switch
- Red and Amber Interlock Override and Active Lights in the Driver's Cabin

MAIN CONTROL PANEL

- Stainless Control Panel Installed on Operation Side of Unit
 - 4" Nozzle Pressure Gauge
 - Test Port w/Valve
 - Pump Pressure Gauge
 - 0-15 PSI Differential Pressure Gauge w/Test Valve
 - Tank Level Display
 - Water Detection Light
 - Additive Injection Controls and Sight Gauge
 - Fuel/Defuel Controls
 - Pump Activation Light
 - Etched Operating Instructions
 - Etched Flow Diagram
 - Etched Labels

DEADMAN SYSTEM

- Inline 3" Deadman Valve
- Coiled Cable w/Electric Handle at Side Reel

PIPING

- All Stainless Steel Piping
 - Pressure Tested
 - Heavy Wall Pipe Fittings
 - Piping to be Cleaned Thoroughly Before Re-Installing on Unit
 - Victaulic Connections at Hose Reel Swivels and Other Appropriate Points
 - Cork and Buna Gaskets at Flanged Connections
 - 3/4" Couplings w/Solid Plugs for Drains at Low Points

BOTTOM LOAD SYSTEM

- Bottom Loading System Supplied on Driver's or Passenger's Side of Unit
 - Internal Valve w/Pilot
 - Jet Level Sensor
 - Pre-Check
 - Bottom Load Adapter
 - Automated Shutoff Valve for Secondary High-Level Shutoff
 - Interlocked Gate

ProFlo Industries LLC

2679 S. US Hwy 23 Alvada, OH 44802

www.profloind.com Office: +1.419.436.6008



FUEL/DEFUEL SYSTEM

- Gorman Rupp Fuel/Defuel Valve Installed in Module and Pneumatically Operated from Control Panel

SENSE AND DRAIN LINES

- Stainless Steel Tubing Routed for Sense and Drain Lines
 - Stainless Steel Compression Style Fittings for Easy Maintenance
 - Spring-Loaded Ball Valves on Drain Lines
 - Camlock Fittings w/Lockable Caps on all Drains
- All Sense and Drain Lines Clearly Marked and Identified

ELECTRICAL SYSTEM

- 12-Volt Control System Supplied
 - Junction Box Installed in Module
 - Delphi Connections Used for Easy Maintenance
- All Electrical Connections Clearly Marked and Identified

LIGHTING SYSTEM

- Full LED Lighting System
 - Tail/Brake Light Assemblies
 - Side Spot Light
 - Bottom Load Light
 - Control Panel Lights
 - Amber Beacon Light

ADDITIVE INJECTION SYSTEM

- Gammon Digital Viper Additive Injection System w/10-Gallon Additive Tank

ADDITIONAL SAFETY FEATURES

- (2) Electric Emergency Shutoff Switches
- (2) 20 Lb. Fire Extinguishers w/Brackets
- Static Grounding Reel w/Plastic Coated Cable and 100-Amp Clamp
- Backup Warning Alarm
- Master Battery Disconnect Switch
- Pressure Control System
- Aljac 4-Liter Visual Sampler w/LED Back Light and Spring-Loaded Fill and Drain Valves

FINISH

- Filter Vessel Painted Silver/Gray to Match Hose Reel Finish
- Aluminum Tank Bare Polished Aluminum
- Chassis to Be Factory White
- Jet A Decals Per NFPA 407 Supplied
- Customer Logo Decals Supplied as Required

ProFlo Industries LLC

2679 S. US Hwy 23 Alvada, OH 44802

www.profloind.com Office: +1.419.436.6008



MANUAL

- Digital Operation and Maintenance Manual Supplied Complete
 - Engineering Drawings
 - Test Documents
 - Hose Certificates
 - Maintenance and Troubleshooting
 - Bill of Material



The unit shall be free of defects and shall function as advertised. The end user is welcome to visit PFI's facility to inspect and approve the unit at any time prior to delivery. PFI also agrees to provide technical support free of charge for the lifetime of the equipment.

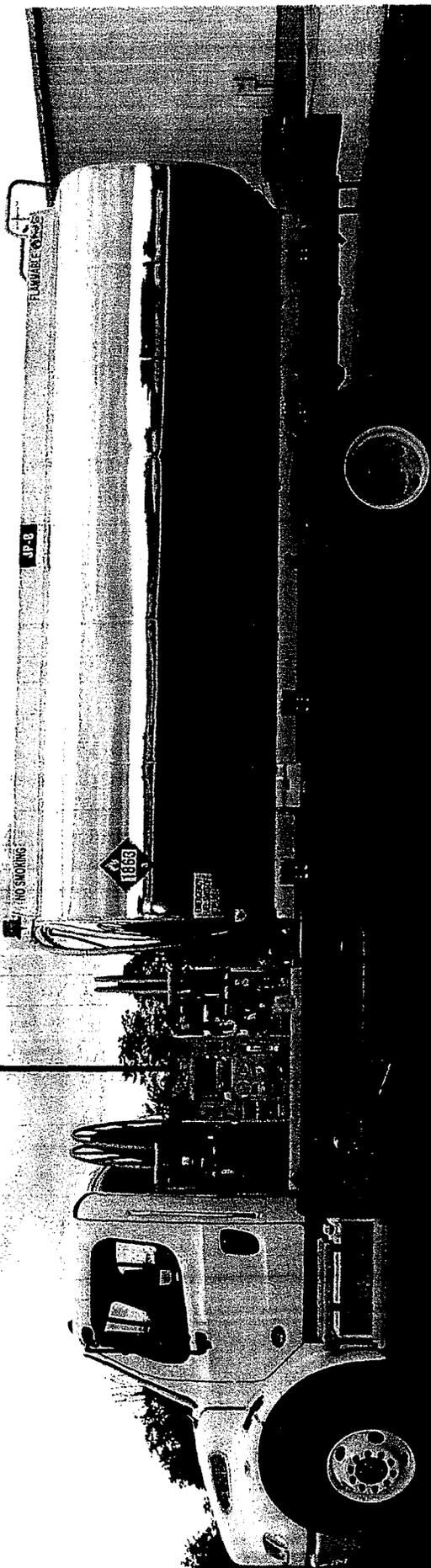
The following warranty period will be provided for the unit by PFI.

Chassis: Factory Warranty
Product Tank: 5 Year
Major Components: 2 Year
Minor Components: 1 Year
PFI Workmanship: 2 Year
PPG Delfleet Paint: 2 Year

ProFlo Industries LLC

2679 S. US Hwy 23 Alvada, OH 44802

www.profloind.com Office: +1.419.436.6008



FLUOROCORPS

JP-8

1163

NO SMOKING

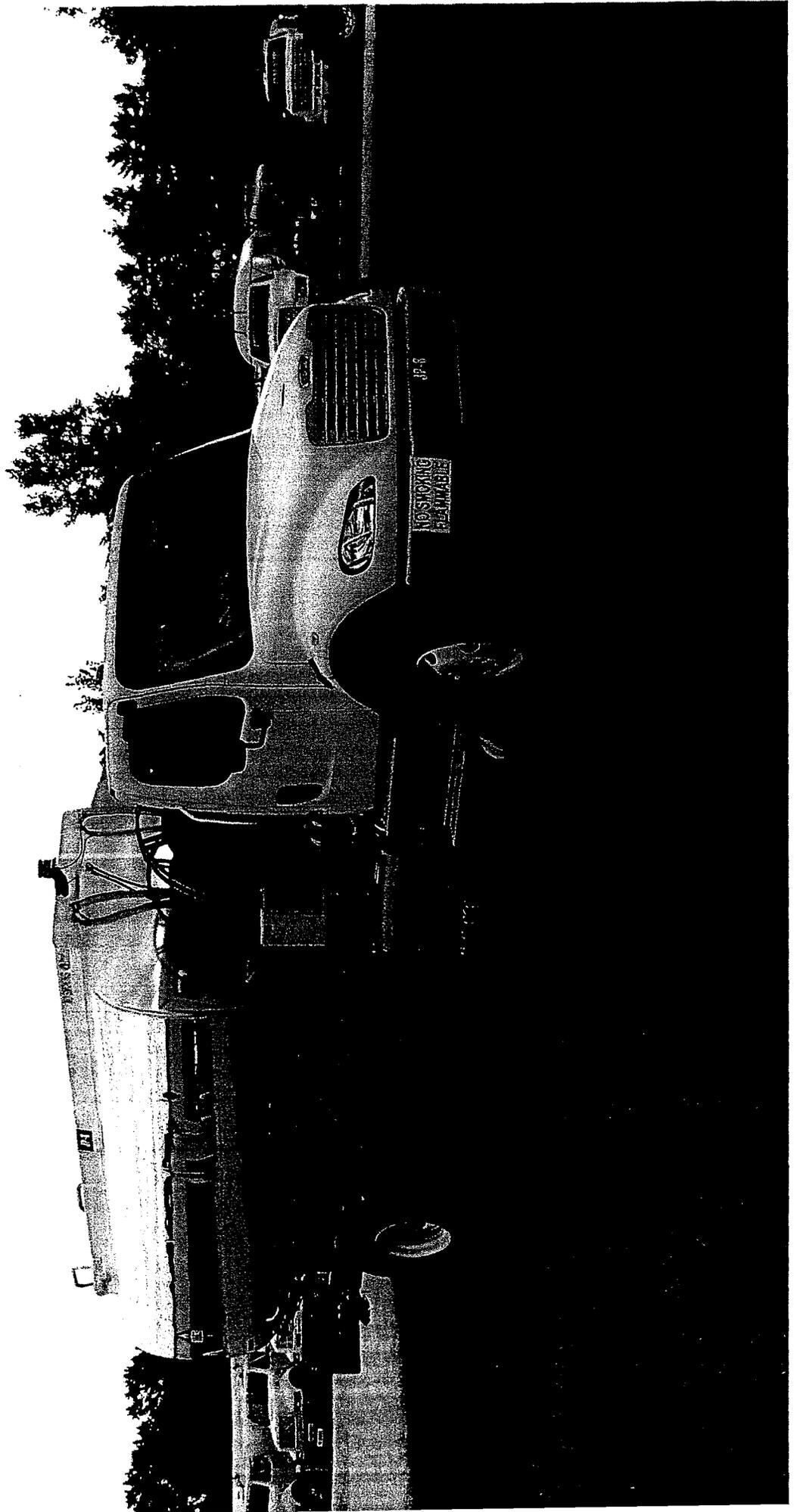


EXHIBIT D: BID ACKNOWLEDGEMENT FORM

The Bidder acknowledges that he/she has carefully read the IFB and understands the specifications requested.

The Bidder warrants that if the Bid is accepted, he/she will contract with the Albany County Airport Authority using a Purchase Order and comply with the requirements of the IFB and the Terms and Conditions attached to the Purchase Order.

Name of Bidder: PROFLO INDUSTRIES LLC

Signature of Authorized Person: Terry N. R.

Print Name and Title: TERRY N. BOSSERMAN PRESIDENT

Business Address of Bidder: 2679 S. US HWY 23
ALVADA, OH 44802

Business Phone Number: (419) 436-6008

Business Fax Number: () N/A

Business E-Mail Address: TERRY@PROFLOIND.COM

Date: 1/8/2019

Subscribed and sworn to before me this 8th day of JANUARY, 2019.

Deanna R. Schroeder
Notary Public



DEANNA R. SCHROEDER
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 30, 2019

EXHIBIT D:

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

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

PROFLO INDUSTRIES LLC

Address: 2679 S. US HWY 23

ALVADA, OH 44802

Name and Title of Person Submitting this Form: TERRY N. BOSSEMAN

PRESIDENT

Contract Procurement Number: E-1000

Date: 1/8/2019

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: Terry N. Bosserman Date: 1/8/2019
Signature

Name: TERRY N. BOSSERMAN

Title: PRESIDENT

C. No attempt has been made or will be made by the proponent to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Name and Address of Bidder: PROFLO INDUSTRIES LLC

2679 S. US HWY 23

ALVADA, OH 44802

Telephone and Fax Numbers: 419-436-6008

E-Mail Address: TERRY@PROFLIND.COM

By: Terry N. P. Signature Name and Title: TERRY N. BOSSERMAN - PRESIDENT

SUBSCRIBED AND SWORN to before me by the above-named on this 8th day of JAN, 2019.



DEANNA R. SCHROEDER
NOTARY PUBLIC
FOR THE
STATE OF OHIO
My Commission Expires
November 30, 2019

Deanna R. Schroeder
Notary Public in and for the State of Ohio

EXHIBIT D: REFERENCES

List three (3) businesses where like or similar equipment has been provided within the last two (2) years:

1. Company Name: DGCI
Address: 7950 JONES BRANCH DR. McLean, VA 22102
Contact Person and Title: JASON HOPKINS - PROJECT MANAGER
Phone / Fax/ E-Mail 724-877-3372 jhopkins@dgci.com

2. Company Name: THE JACK OLSTA CO
Address: 810 1445 NORTH HUNTSVILLE, TX 77320
Contact Person and Title: GUS FAVELA - SALES DIRECTOR
Phone / Fax/ E-Mail 936-661-3537 gfavela@olstaco.com

3. Company Name: WORLD FUEL SERVICES
Address: ONE MILL STREET PARIS, NY 13131
Contact Person and Title: DYKE CHAPMAN - DIRECTOR
Phone / Fax/ E-Mail 315-440-1579 dchapman@wfsco.com

EXHIBIT D: BID SHEET(S)

1. COMPLIANCY

Listed in EXHIBIT C-1 are the minimum specifications and standards intended to govern, in general, the One (1) Aircraft Fueling Vehicle desired. Please check "Yes" or "No" if you can meet these specifications and standards. Variations offered as "or equal" should include a justification for each to be used in the evaluation of the equipment offered. The Authority reserves the right to make the final determination if the "as equal" variation is acceptable to the Authority.

All requirements of the Minimum Specifications and Standards will be met:

YES X NO _____

If no, each exception should be listed together with explanation in # 4 below.

2. EQUIPMENT PRICING

Make/Model of AIRCRAFT FUELING VEHICLE:

2019 FREIGHTLINER M2-106 PFI RFSKS-300-DF

Price:	Base Bid Price	\$ <u>218,675.00</u>
	Shipping / Delivery Cost	\$ <u>2200.00</u>
	TOTAL	\$ <u>220,875.00</u>

3. DELIVERY

The equipment shall be delivered to Albany International Airport no later than the

following date: 120 DAYS AFTER RECEIPT OF PO

4. MANUFACTURES' VARIANCE INCLUDING "OR EQUAL" SUBSTITUTIONS

ITEM NUMBER	EXPLANATION	PRICE VARIANCE (+ OR-)
-------------	-------------	---------------------------

(IF NEEDED, ADDITIONAL PAGES MAY BE ATTACHED)

5. ADDITIONAL AVAILABLE OPTIONS

OPTION ITEM NUMBER	PRICE PER OPTION
TOOL BOX	\$595.00
BACKUP CAMERA	\$895.00

(IF NEEDED ADDITIONAL PAGES MAY BE ATTACHED)

6. WARRANTY OR WARRANTIES

Please describe each type of warranty available and the standard warranty period:

SEE ATTACHED WARRANTY STATEMENT

Will warranty services be performed at Albany International Airport: YES NO

Service available with 48 hours (Maximum 48 hours) of notification.

Copies of warranties should be submitted as Exhibit to Bid proposal.

At the termination of the standard warranty period, the Authority may seek to purchase extended service for this equipment. Please indicate the cost of this extended service for on site service at the Airport for each available warranty.

TYPE	<u>Chassis</u>	<u>Fueling System</u>	<u>Product Tank</u>
1 year	<u>\$ 1800.00</u>	<u>\$ 1800.00</u>	<u>\$ 1000.00</u>
2 years	<u>\$ 2500.00</u>	<u>\$ 2500.00</u>	<u>\$ 1500.00</u>
3 years	<u>\$ 3500.00</u>	<u>\$ 3500.00</u>	<u>\$ 2000.00</u>
4 years	<u>\$ 5500.00</u>	<u>\$ 5500.00</u>	<u>\$ 3000.00</u>
5 years	<u>\$ 7500.00</u>	<u>\$ 7500.00</u>	<u>\$ 3500.00</u>

Warranty service availability within 48 hours (Maximum 48 hours) of notification.

7. PROMPT PAYMENT DISCOUNTS

Percent discount available for prompt payment: 1 %

Terms: 1% 10 / NET 30

AGENDA ITEM NO. 1.2

Extension of contract with Airport Rates and Charges Consultant through the completion of end of year service for the year ending December 31, 2020 at the attached fee schedule.

AGENDA ITEM NO: 1.2
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
02/08/2019

DEPARTMENT: *Finance*

Contact Person: *William J. O'Reilly, Chief Financial Officer*

PURPOSE OF REQUEST:

Extension of contract with Airport Rates and Charges Consultant through the completion of end of year service for the year ending December 31, 2020 at the attached fee schedule.

CONTRACT AMOUNT:

Base Amount: *estimate \$120,000 over two years*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA

JUSTIFICATION:

The Airport Rates and Charges Consultant (the Consultant) provides servicing related to Airport rate setting including an annual opinion that the rates and charges imposed on airlines are appropriate in accordance with the Signatory Airline Use and Lease Agreement. The Consultant also may be called upon to provide reports in conjunction with the issuance of bonds. The consultant fulfills an integral role in all outstanding bond financing. The Airport master bond resolution requires that the Airport utilize the services of an "Airport Consultant" that meets the following definition: "Airport Consultant" means an independent person or firm or corporation (a) not under the control of the Authority or any airline or air carrier landing at the Airport on a routine basis, and (b) who shall have a widely known and favorable reputation for special skill, knowledge and experience in methods of the development, operation and management of airports of the approximate size and character as the properties constituting the Airport System.

The retention of LeighFisher Inc. fulfills the need to appoint a firm well qualified to fulfill the role of Airport Consultant.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.2
MEETING DATE: February 8, 2019

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes NA

BACK-UP MATERIAL:

Please refer to the attached current contract amendment and rate schedule.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE
ALBANY COUNTY AIRPORT AUTHORITY
AND
LeighFisher Inc.
FOR THE ALBANY INTERNATIONAL AIRPORT
CONTRACT NO. 409-F
CONTRACT AMENDMENT #8

The PROFESSIONAL SERVICES AGREEMENT dated the ____ day of _____, 2019, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, Room 200, Albany International Airport, Albany, NY, 12211 and **LeighFisher Inc.**, (the "Consultant"), having its office and principal place of business at 555 Airport Boulevard, Suite 300, Burlingame, California, 94010, is amended February 8, 2019 as follows:

RECITALS

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.
2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the Authority has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.
3. The Consultant has heretofore submitted a proposal, dated July 15, 2002 (the "Proposal"), for the project entitled Professional Airport Financial Consulting Services.
4. An agreement between the Authority and Consultant for the provision of such services was duly authorized by the Albany County Airport Authority by resolution adopted on September 9, 2002, and such an agreement was entered into effective January 1, 2003 (the "Original Agreement").
5. A Contract Amendment #1 to the Original Agreement was duly authorized by the Albany County Airport Authority by resolution adopted November 5, 2007 and entered into effective November 29, 2007; a Contract Amendment #2 to the Original Agreement was duly authorized by the Albany County Airport Authority by resolution adopted August 4, 2008 and entered into

and effective as of August 1, 2008; a Contract Amendment #3 to the Original Agreement was duly authorized by the Albany County Airport Authority by resolution adopted April 6, 2009 and entered into and effective as of April 15, 2009; a Contract #4 to the Original Agreement was duly authorized by the Albany County Airport Authority by resolution adopted November 1, 2010 and entered into and effective as of November 2, 2010; a Contract Amendment #5 to the Original Agreement was duly authorized by the Albany County Airport Authority by resolution adopted November 5, 2012 and entered into and effective November 4, 2012; Contract Amendment #6 to the Original Agreement was duly Authorized by the Albany County Airport Authority November 2, 2015 and entered into and effective as of January 1, 2016; Contract Amendment #7 to the Original Agreement was duly Authorized by the Albany County Airport Authority February 6, 2017 and entered into and effective as of January 1, 2017.

6. John F. Brown Company, Inc. was assigned to Jacobs Consultancy Inc. effective August 9, 2007 by way of the Assignment Agreement dated September 30, 2007 and approved by the Authority on November 5, 2007. Jacobs Consultancy Inc. was assigned to LeighFisher Inc. effective November 4, 2012 by way of the Contract Amendment #4.
7. The Authority and Consultant now desire to enter into this contract amendment (the "Contract Amendment No. 8") which was duly authorized by the Albany County Airport Authority by resolution adopted on February 8, 2019.
8. LeighFisher's current standard billing rates and bankable feasibility study terms and conditions are attached and incorporated as Attachment A.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE 1 – TERM OF AGREEMENT

The term of this Amendment shall be from January 1, 2019 to December 31, 2020, including all end-of-year services in connection with the 2020 Airline Rates and Charges Settlement and Revenue Sharing Transfer Calculation. All other terms and conditions of the Original Contract, Contract Amendment No. 1, Contract Amendment No. 2, Contract Amendment No. 3, Contract Amendment No. 4, Contract Amendment No. 5, Contract Amendment No. 6 and Contract Amendment No. 7 remain unchanged.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chairman of the Authority, and the Consultant, by and through a duly authorized officer has executed this Agreement effective the day and year first above written.

ALBANY COUNTY AIRPORT AUTHORITY

LEIGHFISHER, Inc.

BY: _____

BY: _____

REV. KENNETH J. DOYLE

Jason A. Snowden

Chair

Managing Director

=====

STATE OF NEW YORK

) SS.:

COUNTY OF ALBANY

On the _____ day of _____, 2019, before me personally appeared **REV. KENNETH J. DOYLE**, to me known, to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on February 8, 2019; and that he signed his name thereto by like authorization.

Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN MATEO

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2019, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature _____

Attachment A



2018 Standard Billing Rates Schedule LeighFisher – U.S. Aviation Division

<u>Title</u>	<u>Rate (\$/hr)</u>
Directors	280 - 325
Associate Directors	240 - 280
Principal Consultants	200 - 260
Senior Consultants	180 - 220
Consultants	140 - 180
Analysts	120 - 160
Technical Advisors and Contractors	100 - 325
Administrative, Graphics, and Support	80 - 120
Interns	110

Professional services will be billed at rates by individual within the above ranges.

Out-of-pocket expenses for transportation and subsistence, reproduction of reports, express delivery, and other services and materials will be billed in addition at actual cost.

Billing rates are subject to change annually.

January 1, 2018

Attachment A

**GENERAL CONDITIONS REGARDING
FINANCIAL STUDIES FOR PUBLIC OFFERINGS**

With regard to services to be provided by LeighFisher in connection with the Authority's proposed issuance of airport revenue bonds, the following general conditions shall apply:

A. Use of Reports

Any draft or preliminary reports prepared by us are to be used solely for the internal purposes of the Authority, for discussion and coordination with members of the Authority's financing team, and, subject to our consent, for review by rating agency or other bond credit analysts. Any such draft or preliminary reports are not to be made available to any other party or to be used for securing financing or for any other purposes.

Our final report may be included in an official statement or other offering circular to be posted in connection with the proposed issuance of bonds. Provided that we are satisfied as to the validity of the report, we will consent to such inclusion of the report as of the date of such official statement or offering circular provided that:

1. The report with attachments, assumptions, and financial exhibits is included in its entirety in any such official statement or offering circular.
2. We approve in advance any reproduction of our report or part thereof or any reference to the report or to LeighFisher included in the official statement or offering circular or transmitted to other parties.

Any information quoted or abstracted from the report and reproduced in the official statement or offering circular will make appropriate reference to (1) the sources for and assumptions underlying such information, as described in the report, (2) the qualification of any such quoted or abstracted information by the report in its entirety, and (3) the need for the report to be read in its entirety for an understanding of the information and the underlying assumptions.

B. Information Sources

The data, information, and assumptions used to develop the financial forecasts will be derived from published information and other appropriate sources, which will be described in our report. We will not assume responsibility for the accuracy of such data, information, and assumptions.

C. Achievability of Forecasts

Any financial forecast is subject to uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized, and unanticipated events and circumstances may occur. There will be differences between the forecast and actual results, and those differences may be material. Therefore, we cannot provide any form of assurance that the forecasts will be achieved. Our report will contain statements drawing attention to these uncertainties and a disclaimer to the effect that neither LeighFisher nor any person acting on our behalf makes any warranty, express or implied, with respect to the information, assumptions, forecasts, opinions, or conclusions disclosed in the report.

D. Authority Representations

Before we issue our final report, we will require a letter from an authorized representative of the Authority stating that airport management (1) has made available to us all documents, records, and other information that it is aware of and believes to be relevant to the financial forecasts; (2) believes such information to be accurate and reliable; (3) has reviewed our report and believes that it appropriately discloses those key factors upon which the future financial results of the airport will depend; (4) has reviewed the assumptions underlying the forecasts and agrees that they are reasonable, appropriate, and reflect management's expected course of action during the forecast period; and (5) agrees that, in management's judgment, the forecasts present fairly the expected financial results of the airport.

E. Project Costs and Schedule

Before we issue our final report, we may require written opinions from the Authority's legal counsel, professional engineers, or consultants, as appropriate, stating that the projects and improvements to be financed will comply with applicable regulations and that the estimated costs and schedule for the planned projects and improvements are reasonable and achievable.

F. No Obligation to Update Report

Our final report will be dated as of the date we complete our work. We will have no responsibility or obligation to update the final report or to revise the associated financial forecasts to reflect events, transactions, or changes in circumstances occurring after the date of the report. We will not issue any supplementary letter, certificate, or other form of comfort or assurance regarding the effects of any such subsequent events, transactions, or changes in circumstances on the information or opinions presented in our report or summarized in the official statement or offering circular.

G. No Contingent Fees

Neither our fees nor the payment thereof will be contingent upon the results of our work or upon the Authority obtaining the proposed financing.

H. Authority to Be Represented by Registered Municipal Advisor

The Authority will be represented by a municipal advisor registered pursuant to the Securities and Exchange Act and will rely on the advice of such registered municipal advisor regarding the structuring, terms, and issuance of the proposed bonds. LeighFisher will be independent of such registered municipal advisor and accordingly will be exempt from the municipal advisor definition established by the Act with respect to the proposed bonds. The information and opinions presented in our report will not constitute municipal advisor advice or recommendations within the meaning of the Act.

AGENDA ITEM NO. 1.3

**Equipment Procurement:
Approve Contract for Parking Access and
Revenue Control Systems (PARCS) Equipment and
Installation with Amano McGann, Inc.**

AGENDA ITEM NO: 1.3
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
02/08/2019

DEPARTMENT: *Planning and Engineering and Finance*

Contact Person: *John A. O'Donnell, Chief Executive Officer
William J. O'Reilly, Chief Financial Officer*

PURPOSE OF REQUEST:

Equipment Procurement: *Approve Contract for Parking Access and Revenue Control Systems (PARCS) Equipment and Installation with Amano McGann, Inc.*

CONTRACT AMOUNT:

Contract Amount: *\$3,029,600.66 based upon proposal and substitutions.*

BUDGET INFORMATION:

Anticipated in Current Capital Plan: Yes ✓ No NA
Funding Account No: CPN 2290

FISCAL IMPACT - FUNDING (Dollars or Percentages)*

Federal 0% State 75% Airport 25%
Term of Funding: 2019-2020
Grant No. PIN 1A00.97

* Percentages are Approximate

JUSTIFICATION:

Authorization is requested to approve the PARCS equipment contract with Amano McGann, Inc. Amano McGann was selected pursuant to a competitive procurement. After selection the Authority increased to the scope of the work by adding necessary equipment on a predetermined unit price basis. The attached contract is an installation and contract with a one-year warranty that includes migration from the existing PARCS and testing.

This project is part of the Albany Airport Redevelopment Grant Project and based upon the allocation of grant funds to projects will be 100% grant funded. The final contract will require approval of the New York State Department of Transportation.

The contract will include an MWBE participation of 20%.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.3
MEETING DATE: February 8, 2019

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES J NA _____

DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes J NA _____

BACK-UP MATERIAL:

Draft Contract excluding full proposal, which will be attached to contract, but was declared confidential from public release by Proposer.

ALBANY COUNTY AIRPORT AUTHORITY
AGREEMENT (990-PARCS)

THIS IS AGREEMENT (“Agreement”) by and between the **ALBANY COUNTY AIRPORT AUTHORITY AUTHORITY**, (“AUTHORITY”) with offices located at Albany International Airport, Administration Building, Suite 200, Albany, New York 12211-1057 and Amano McGann, Inc., (“CONTRACTOR”), a corporation organized under the laws of the State of Delaware with offices located at 2699 Patton Road, Roseville, Minnesota 55113.

W I T N E S S E T H:

WHEREAS, the Owner owns and operates the Albany International Airport (the "Airport") in Albany, New York and is seeking to acquire and to have installed at its parking facilities at the Airport a Parking Access and Revenue Control System with a replacement for the system that is now in place; and

WHEREAS, the Owner issued a Request for Proposals ("RFP") setting forth specifications for the design, installation, functions, and capabilities of the PARCS; and

WHEREAS, in response to the RFP, Contractor submitted a proposal dated November 8, 2018 (the "Proposal"), to furnish and install the PARCS and to perform the other services called for in the RFP, and the Owner has determined that the Contractor's proposal was the best overall proposal that the Owner received in response to the RFP and has selected Contractor as the provider for the new system; and

WHEREAS, the parties desire through this Agreement to set forth the terms and conditions under which the PARCS will be provided, installed and supported by Contractor;

NOW, THEREFORE, the Owner and Contractor hereby agree as follows:

1. Furnishing and Installation of the PARCS.

Subject to the terms and conditions hereof, Contractor shall provide all material, labor, equipment, services and training necessary to furnish and install the PARCS and to fully integrate the PARCS with the Owner's parking facilities and its management and accounting systems. Except as provided on Exhibit A attached hereto, the PARCS shall meet all of the specifications and functional requirements set

forth in the RFP for the Base System and the following Alternates that have been selected by the Owner. The PARCS shall also conform to the product data submitted in the Proposal, and the major components shall be manufactured by the manufacturers identified therein. Delivery, installation, training of the Owner's employees and testing of the PARCS shall be performed in accordance with the RFP specifications, and the Contractor shall fulfill all of the other obligations of the Contractor that are set forth in the RPF, except as modified on Exhibit A.

2. Project Schedule.

The Contractor shall complete the project described in Section 1 hereof, and make the PARCS and all of its required capabilities ready for service, no later than March 31, 2020. Project milestones shall be achieved within the times set forth on the Project Schedule attached hereto as Exhibit B. The transition from the old to the new system shall be accomplished in accordance with the Data Conversion Plan attached hereto as Exhibit C.

3. Payment.

The Owner will pay Contractor the total sum of \$3,029,600.66 in full payment for the performance by the Contractor of all of its obligations hereunder. Progress payments shall be deemed to have been earned in accordance with the schedule attached hereto as Exhibit D. When the work required for each installment of the purchase price has been completed as set forth on Exhibit D to the satisfaction of the Owner, including the completion of all of the work and the delivery of all deliverables required for such installment, the Contractor shall submit an invoice to the Owner for the installment that has been earned by the Contractor, less a retainage of 10% of such amount, and the Owner shall pay such invoice within 30 days after the Owner's receipt of such invoice. The Owner shall pay the unpaid balance of the total contract price, including all retainage from prior progress payments, within 30 days after the Final Acceptance Date, as established under Section 4, and the successful changeover to the new PARCS.

4. Acceptance.

Contractor shall notify the Owner in writing when it determines that it has completed the installation of the PARCS and the required training of the Owner's staff. A 30-day operations test shall then be performed. Final Acceptance of the PARCS will occur upon the satisfactory completion of the installation, tests, demonstrations and training, the successful completion of the 30-day operational test, and the submission by the Contractor of the close out submittals required by the RFP Specifications and Owner selected Alternates. Final Acceptance under this Section 4 shall not bar the

Owner from any remedy to which it would otherwise be entitled to by reason of any defect in the PARCS or other default by the Contractor.

5. Term.

The Term hereof shall begin as of the date of this Agreement as set forth above and shall continue until the full performance by the parties of their respective obligations hereunder.

6. Contractor's Project Manager.

Throughout the Term hereof, Contractor have a named Project Manager who shall act as Contractor's point of contact for all aspects of contract administration, including Contractor's performance of its duties hereunder, invoicing, and status reporting. The Project Manager shall promptly respond to inquiries from the Owner's Representative and shall ensure that adequate quality assurance is provided throughout the Term of this Agreement. The Contractor may change its Project Manager on five business days' notice to the Owner.

7. Owner Representative.

The Owner shall have at all times during the Term hereof a named representative who shall act as the Owner's point of contact for all aspects of the Project including contract monitoring and coordination of communication with the Owner's staff. The Owner may change its representative on five business days' notice to Contractor.

8. Warranties.

- a. Year Warranty Against Defects. Contractor warrants that the PARCS shall be free from defects in design, materials and workmanship for a period of one year from the date of Final Acceptance, as determined under Section 4 hereof. The Contractor shall comply with all of its warranty obligations during the warranty response period as provided in the RFP Specifications;
- b. Other Warranties and Representations. Contractor further warrants and represents that: (1) all products, software, and services to be provided hereunder shall conform to the requirements of the Contract Documents in all material respects, all products and equipment provided hereunder shall be new, and all work performed hereunder shall be performed by persons with the necessary skills, experience and knowledge; (2) Contractor shall convey to the Owner good title to all deliverables to be supplied hereunder (other than software, which shall be licensed as provided herein), as well as a license to use the

Contractor software, free from any security interest or other lien or encumbrance; and (3) none of the products, software or services provided by Contractor under this Agreement will infringe upon or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

- c. Extended Warranty on Parts. Contractor shall provide an extended parts warranty for the system components identified on Exhibit E for the warranty periods, and at the annual pricing, that are specified for each such component on Exhibit E.
- d. Product Warranties. In addition to the Contractor's warranties, Contractor shall also provide to Owner all product warranties provided by the manufacturers and suppliers of components of the PARCS.
- e. Warranties Not Exclusive. The warranties set forth above are in addition to and not in lieu of any other warranties otherwise provided by law.

9. Preventive Maintenance and Service Contracts.

After the initial one-year warranty period under Section 8, Contractor shall provide for the preventive maintenance and servicing of the system components identified on Exhibit F through the service contracts, and at the annual pricing, that are specified for each such component on Exhibit F.

10. Termination by the Owner for Convenience.

At any time after the execution of this Agreement, the Owner shall have the absolute right to terminate this Agreement for any reason whatsoever, by giving not less than 10 days' written notice to Contractor. In the event the Owner terminates this Agreement under this Section 10 after Contractor has commenced its services hereunder, the Owner shall pay to Contractor (1) the amount owed and then unpaid by the Owner under Section 3 for all services that have been satisfactorily completed by Contractor as of the effective date of such termination, and (ii) all unavoidable expenses that have been incurred or committed by the Contractor for services that have not been completed less the salvage value of any materials or equipment that has been purchased but not yet installed by the Contractor. The Owner shall be given full access to all relevant books, cost records, correspondence and papers of the Contractor to enable the Owner to determine any amounts to be paid to Contractor under this Section. Termination of this Agreement under this Section 10 shall not relieve Contractor of its responsibilities for items delivered or work performed hereunder prior to such termination.

11. Termination by the Owner for Cause.

By giving written notice to the Contractor, the Owner may terminate this Agreement:

- a. If the Contractor violates or fails to perform, in any material respect, any covenant, term or condition contained in this Agreement to be kept or performed by the Contractor and (i) such default is not reasonably susceptible to cure, or (ii) the Contractor fails to cure such default within 30 days of receipt of written notice of default from the Owner;
- b. If, at any time either before or during the Term hereof, the Contractor has made or has allowed anyone else to make, any false certification or any material misrepresentation to the Owner, in or in connection with Contractor's Proposal or in connection with this Agreement; or
- c. Upon any other grounds for which the Owner is given a right of termination under any of the other provisions of this Agreement.

No termination of this Agreement shall relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor. Termination by the Owner under this Section 11 shall be without prejudice to any other remedies to which the Owner may be entitled due to the Contractor's default, and the Owner may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

12. Contractor Will Not Sell or Disclose Data.

Contractor will treat as confidential all data that it acquires in connection with this Agreement. Owner data processed by Contractor shall remain the exclusive property of the Owner. Contractor will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the Owner in any manner except that contemplated by this Agreement.

13. Compliance with Laws and Codes.

Contractor shall perform its duties hereunder in compliance with all applicable local, State and Federal laws and regulations including, but not limited to, the Rules and Regulations of the Owner.

14. Relationship Between the Parties.

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed (i) to give any party the power to direct or control the day-to-day activities of the other, (ii) to constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (iii) to make either party an agent of the other for any purpose whatsoever.

15. Indemnification.

Contractor shall indemnify, defend and hold harmless the Owner and the Owner's directors, officers, employees and agents from and against any and all losses, damages, fines, and expenses (including reasonable attorneys' fees), and any obligations and other liabilities (including settlement amounts), that arise directly or indirectly, in whole or in part, from:

- a. Any infringement of any copyright, trademark, patent, or other proprietary rights, or any misappropriation of any trade secrets, by any equipment, products, software or services supplied directly or indirectly by Contractor in connection with this Agreement, or any allegation of any such infringement;
- b. Any negligence or willful misconduct by Contractor or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), or any acts or omissions of Contractor or of its agents, employees, or subcontractors with respect to any of the services provided by Contractor under this Agreement (or any allegations of any of the foregoing), including but not limited to any such negligence or willful misconduct, or any such act or omission, that results in bodily injury or death to any person(s) or damage or destruction to any property; or
- c. The Contractor's failure to pay any amounts owed by the Contractor to any persons or entities supplying labor or material to Contractor in connection with the performance of Contractor's obligations under this Agreement.

The Owner will provide to Contractor prompt written notice of such claim after such claim has been asserted against the Owner, and the Contractor shall have the right to compromise and defend any such claim to the extent of its own interest.

16. Assignment and Subcontracting.

Contractor shall be the prime Contractor hereunder and shall be solely responsible for contractual performance. Contractor may not assign any of its rights or interests under this Agreement, nor delegate the performance of any of its duties hereunder,

without the prior written consent of the Owner, except that Contractor may subcontract to the parties named on the attached Exhibit G the work specified for such party on Exhibit G. Contractor shall remain responsible to the Owner for the performance of any of Contractor 's contractual duties that are assigned to such subcontractors.

17. Key Personnel.

The services to be provided by Contractor hereunder shall be performed by the key persons identified on the attached Exhibit H, each performing the tasks assigned to him or her therein, and Contractor shall not make any changes in such personnel or their assigned roles without the consent of the Owner, which shall not be withheld unreasonably.

18. Insurance.

a. Required Insurance. Contractor shall maintain the following insurance throughout the Term of this Agreement and the term of any Preventive Maintenance and Servicing Agreements between the Contractor and the Owner:

- (1) Automobile Liability. Bodily injury and property damage liability covering all owned, non-owned and hired automobiles with limits of not less than \$5,000,000 combined single limit - bodily injury and property damage;
- (2) Commercial General Liability. Commercial General Liability insurance with a combined single limit of \$5,000,000. This insurance shall include coverage for products/completed operations, personal injury and property damage liability and contractual liability assumed by Contractor under the indemnity provisions of this Agreement; and
- (3) Worker's Compensation Liability. Worker's Compensation Insurance meeting the statutory requirements of the State of New York.

Contractor shall not commence any work in connection with this Agreement until it has obtained all of the insurance required by this Section 18 and proof of such insurance has been submitted to and approved by the Owner. As often as reasonably required by the Owner, the Contractor shall provide the Owner such proof as may be acceptable to the Owner that the required insurance is still in effect.

b. Other Insurance Requirements.

- (1) All insurance companies providing the insurance required hereunder shall be rated not less than A by A.M. Best and shall be authorized to do business in the State of New York.
- (2) The Albany County Airport Authority, the County of Albany, AFCO AvPorts Management, LLC its successors and assigns, and the members (including, without limitation, all members of the governing board of the Authority), officers, employees and agents of each as additional insured under all such insurance, other than Worker's Compensation insurance. The Contractor's insurance shall be primary to any insurance carried by the Owner with respect to all loss or damages arising from the operations of Contractor or any subcontractor under this Agreement.
- (3) The Contractor's policies shall provide that the Owner be given not less than 30 days written notice of any intent to amend or terminate by either the insured or the insuring company.
- (4) At least 30 days prior to the expiration of any policy required hereunder, the Contractor shall provide proof to the Owner demonstrating that the required coverage will be renewed or replaced and will continue in force.
- (5) Should any or all of the required insurance coverage be self-funded/self-insured, a copy of the Certificate of Self-Insurance or other documentation from the State of New York Department of Financial Services shall be furnished.

Each subcontractor providing services under this Agreement shall be required to meet all insurance requirements set forth herein.

19. Notices.

Except as otherwise provided in this Agreement, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by certified mail, return receipt requested, or by express mail delivery, addressed in either case to the intended recipient as set forth below:

For The Owner:

Albany County Airport Authority
Attn: Chief Executive Officer
737 Albany Shaker Road
Administration Building Suite 200
Albany, New York 12211

For Contractor:

Contractor

Notice shall be effective upon the date of receipt by the intended recipient. Each party may change its address for notification purposes by giving the other party written notice of the new address.

20. Required Provisions.

The provisions in the attached Exhibits I and J are incorporated in this Agreement as if fully set forth herein, and the Contractor hereby makes each and every representation and certification set forth in such Exhibits and agrees to abide by each and every obligation set out therein.

21. Licenses.

Contractor shall obtain and furnish to the Owner, without additional cost, all licenses needed for the Owner's use and operation of the PARCS. Contractor hereby grants to the Owner a perpetual, non-exclusive, non-transferable, and fully paid-up license to use, solely for the internal business purposes of the Owner, intellectual property that is owned by the Contractor itself and that is used or incorporated in the PARCS.

22. Contract Documents.

The Contract Documents consist of this Agreement, the Instructions to Proposers, the RFP, all Addenda issued prior to and all modifications to the foregoing issued after the execution of this Contract and the Contractor's Proposal. These documents form the Contract as if attached to this Contract and repeated herein. In resolving any conflict between any of the Contract Documents, this Agreement and its Exhibits will be given priority over the other Contract Documents, followed by the RFP, as revised by any Addenda or contract modifications.

23. Miscellaneous.

- a. Entire Agreement. This Agreement and the other Contract Documents constitute the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the

parties with respect to such subject matter. This Agreement, and the other Contract Documents, supersede all prior agreements, negotiations, and representations of the parties, written or oral.

- b. Amendment. No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.
- c. Governing Law and Forum. The laws of the State of New York shall govern all the rights and obligations of the parties under this Agreement and shall govern the interpretation and enforcement of this Agreement and any other matters relating to this Agreement. Any and all legal actions or proceedings relating to this Agreement shall be brought only in Court under the jurisdiction of the State of New York. By execution of this Agreement, Contractor submits to the jurisdiction of said courts and hereby irrevocably waives any and all objections which it may have with respect to venue in such courts.
- d. Owner Not Liable for Delays. The Owner shall not be liable to Contractor, its agents or representatives or to any subcontractor for or on account of any stoppages or delay in the Contractor's performance that may be caused by the Owner or its agents.
- e. Severability. The invalidity of one or more of the provisions of this Agreement shall not affect the validity of the remaining provisions of this Agreement so long as the material purposes of this Agreement can still be effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- f. Waiver. No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any breach by the other of any covenant of this Agreement shall not constitute or operate as a waiver of any other breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights.
- g. Survival of Provisions. Those obligations under this Agreement that are by their express terms to be performed after the expiration or termination of the Term hereof or that by their nature would reasonably be expected to continue after such expiration or termination, shall survive such expiration or termination and remain binding upon the party that is required to keep and perform the same until the obligations of such party have been performed in full.

- h. Drafter Protection. Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning of the provisions hereof.
- i. Taxes. Contractor shall pay all applicable federal, state and local taxes that may be chargeable against the performance of its services hereunder.
- j. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Owner and Contractor and no third party shall have any right or standing to enforce the provisions hereof.

EXHIBIT A
EXCEPTIONS TO RFP SPECIFICATIONS

EXCEPTIONS TO RFP SPECIFICATIONS

PARCS		AMANO		CHANGE IN QUANTITY AND PRICE ANALYSIS 1/312019					Revised Quote	Difference From Original Quote
Cost Proposal - Provide Detailed Cost Proposal		ORIGINAL		Change in Quantity	New Total	New Unit Price	Cost	Notes	Total	
May Be Modified, but should be complete system cost to meet Scope Required (Highlight Changes)	Quantity	(in dollars)	Cost							
New Parking Garage Passenger Access Equipment										
Rapid Entry Barrier Gates with 12' Arm	4	\$ 2,438.62	\$ 9,754.48	4	8		\$ 9,754.48	Quantity increase	\$ 19,508.96	\$ 9,754.48
Entry Terminals FlexScan Ready, Credit Card Ready	2	\$ 10,580.92	\$ 21,161.84	2	4		\$ 21,161.84	Quantity increase	\$ 42,323.68	\$ 21,161.84
Exit Terminal, Voice Announcement, Intercom, Sunlight Readable Illuminated Components	1	\$ 11,261.90	\$ 11,261.90	2	3		\$ 22,523.80	Quantity increase	\$ 33,785.70	\$ 22,523.80
Pay On Foot Terminal - CC only				2	2	\$ 11,606.76	\$ 23,213.52	New item	\$ 23,213.52	\$ 23,213.52
Pay on Foot Terminal - CC and Bank Notes				1	1	\$ 31,951.56	\$ 31,951.56	New item	\$ 31,951.56	\$ 31,951.56
POS Terminal FlexScan (Bar Code, QR Code, MAG Strip) Ready, Credit Card	1	\$ 6,327.59	\$ 6,327.59	-1	0		\$ (6,327.59)	Deleted item	\$ -	\$ (6,327.59)
Barcode Ticket Reader and Validator	1		\$ -						\$ -	\$ -
Intercom Mounting Kit	0	\$ 150.00	Inc in Above	7	7					\$ -
HID iClass Long Range Proximity Reader	3	\$ 410.34	\$ 1,231.02	5	8	\$ 559.31	\$ 3,243.46	Price change from quote	\$ 4,474.48	\$ 3,243.46
IP Intercom module	4	\$ 579.31	\$ 2,317.24	6	10		\$ 3,475.86	Quantity increase	\$ 5,793.10	\$ 3,475.86
IO-100 Reader Board(employee lanes and control room)				3	3	\$ 1,675.86	\$ 5,027.58	New item	\$ 5,027.58	\$ 5,027.58
I/O 100 Reader Configuration File for Universal Lane Controller	4		\$ -					No cost	\$ -	\$ -
Equipment Pedestal	3	\$ 148.97	\$ 446.91	-3	0		\$ (446.91)	(Included in HID Reader price)		\$ (446.91)
Equipment Housing	0	\$ 100.00	Not Needed	8	8		\$ 800.00	This is a for POFs	\$ 800.00	\$ 800.00
Power Supply	0	\$ 25.00	Inc in Above	8	8		\$ 200.00	This is a for POFs	\$ 200.00	\$ 200.00
Control wire	1	\$ 400.00	\$ -					No cost/Typo	\$ -	\$ -
Installation Services	1	\$ 13,795.75	\$ 13,795.75		1	\$ 35,434.57	\$ 21,638.82	Increased quantity	\$ 35,434.57	\$ 21,638.82
Other Costs Needed to complete equipment installation and setup	1	\$ 150.00	\$ 150.00		1	\$ 463.00	\$ 313.00	Increased quantity	\$ 463.00	\$ 313.00
Shipping	1	\$ 2,987.50	\$ 2,987.50		1	\$ 10,150.00	\$ 7,162.50	Increased quantity	\$ 10,150.00	\$ 7,162.50
Subtotal			\$ 69,434.23				\$ 143,691.92		\$ 213,126.15	\$ 143,691.92
Upgrade Main Parking Plaza Passenger Access Equipment and provide in Terminal and Pay By Phone Payment Option										
Rapid Entry Barrier Gates with 12' Arm for Lot Entrance and Traffic Flow	25	\$ 2,438.62	\$ 60,965.50	-2	23		\$ (4,877.24)	Quantity decrease	\$ 56,088.26	\$ (4,877.24)
Entry Terminals FlexScan Ready, Credit Card Ready	12	\$ 10,580.92	\$ 126,971.04	-2	10		\$ (21,161.84)	Quantity decrease	\$ 105,809.20	\$ (21,161.84)
Exit Terminal/Flex Scan Ready	3	\$ 11,261.90	\$ 33,785.70	2	5		\$ 22,523.80	Quantity increase	\$ 56,309.50	\$ 22,523.80
Payment Terminals FlexScan Ready, Credit Card Ready	3	\$ 6,327.59	\$ 18,982.77	-3	0		\$ (18,982.77)	Quantity decrease	\$ -	\$ (18,982.77)
Barcode Ticket Reader and Validator	3		\$ -						\$ -	\$ -
HID iClass Long Range Proximity Reader	9	\$ 559.31	\$ 5,033.79	4	13		\$ 2,237.24	Quantity increase	\$ 7,271.03	\$ 2,237.24
IP intercom module with microphone with any mounting kit	14	\$ 579.31	\$ 8,110.34	5	19		\$ 2,896.55	Quantity increase	\$ 11,006.89	\$ 2,896.55
Central Pay-on-Foot stations	1	\$ 11,379.31	\$ 11,379.31	2	3	\$ 11,606.76	\$ 23,440.97	Price increase for barcode scanner	\$ 34,820.28	\$ 23,440.97
I/O 100 Reader Configuration File for Universal Lane Controller	16		\$ -						\$ -	\$ -
Pay on Foot Terminal - CC and Bank Notes				1	1	\$ 31,951.56	\$ 31,951.56	New item	\$ 31,951.56	\$ 31,951.56
I/O 100 Universal Lane Controller (Manager Office/Money Room/Revenue exit)				3	3	\$ 1,675.86	\$ 5,027.58	New item	\$ 5,027.58	\$ 5,027.58
Equipment Housing				13	13	\$ 100.00	\$ 1,300.00	For Proximity Readers	\$ 1,300.00	\$ 1,300.00
Power Supply				13	13	\$ 25.00	\$ 325.00	For Proximity Readers	\$ 325.00	\$ 325.00
Control wire	1	\$ 2,500.00	\$ -					No cost/Typo	\$ -	\$ -
Installation Services	1	\$ 65,846.99	\$ 65,846.99		1	\$ 69,297.86	\$ 3,450.87	Increased quantity	\$ 69,297.86	\$ 3,450.87
Other Costs Needed to complete equipment installation and setup	1	\$ 900.00	\$ 900.00		1		\$ 900.00	Increased quantity	\$ 1,800.00	\$ 900.00
Shipping	1	\$ 14,518.75	\$ 14,518.75		1	\$ 17,606.25	\$ 3,087.50	Increased quantity	\$ 17,606.25	\$ 3,087.50
Subtotal			\$ 346,494.19				\$ 52,119.22		\$ 398,613.41	\$ 52,119.22
Upgrade Remote Shuttle Parking Lot Passenger Access Equipment and provide in Terminal and Pay By Phone Payment Option										
Rapid Entry Barrier Gates with 12' Arm for Lot Entrance and Traffic Flow	11	\$ 2,438.62	\$ 26,824.82	-2	9		\$ (4,877.24)	Quantity decrease	\$ 21,947.58	\$ (4,877.24)
Entry Terminals FlexScan Ready, Credit Card Ready	3	\$ 10,580.92	\$ 31,742.76		3		\$ -		\$ 31,742.76	\$ -
Exit Terminal/Flex Scan Ready	3	\$ 11,261.90	\$ 33,785.70	1	4		\$ 11,261.90	Quantity increase	\$ 45,047.60	\$ 11,261.90
Payment Terminals FlexScan Ready, Credit Card Ready	2	\$ 6,327.59	\$ 12,655.18	-2	0		\$ (12,655.18)	Quantity decrease	\$ -	\$ (12,655.18)
Barcode Ticket Reader and Validator	2		\$ -						\$ -	\$ -
HID iClass Long Range Proximity Reader	9	\$ 559.31	\$ 5,033.79		9		\$ -		\$ 5,033.79	\$ -
IP intercom module with microphone with any mounting kit	4	\$ 579.31	\$ 2,317.24	3	7		\$ 1,737.93	Quantity increase	\$ 4,055.17	\$ 1,737.93
Equipment Housing				9	9	\$ 100.00	\$ 900.00	For Proximity Readers	\$ 900.00	\$ 900.00
Power Supply				9	9	\$ 25.00	\$ 225.00	For Proximity Readers	\$ 225.00	\$ 225.00
I/O 100 Reader Configuration File for Universal Lane Controller	7		\$ -						\$ -	\$ -
I/O 100 Universal Lane Controller	2	\$ 1,675.86	\$ 3,351.72		2		\$ -		\$ 3,351.72	\$ -
Control wire	0	\$ 1,100.00	\$ -		0		\$ -	No cost/Typo	\$ -	\$ -
Installation Services	1	\$ 28,214.79	\$ 28,214.79		0	\$ (15,471.62)	\$ 12,743.17	Equipment decrease	\$ 12,743.17	\$ (15,471.62)
Other Costs Needed to complete equipment installation and setup	1	\$ 480.00	\$ 480.00				\$ -	Equipment decrease	\$ 480.00	\$ -
Shipping	1	\$ 7,225.00	\$ 7,225.00		1	\$ (418.75)	\$ (7,643.75)	Shipping decrease	\$ 6,806.25	\$ (418.75)
Subtotal			\$ 151,631.00				\$ 1,691.83		\$ 132,333.04	\$ (19,297.96)

EXCEPTIONS TO RFP SPECIFICATIONS

PARCS		AMANO		CHANGE IN QUANTITY AND PRICE ANALYSIS 1/312019							Revised Quote	Difference From Original Quote
Cost Proposal - Provide Detailed Cost Proposal		ORIGINAL		Change in Quantity	New Total	New Unit Price	Cost	Notes	Total			
May Be Modified, but should be complete system cost to meet Scope Required (Highlight Changes)	Quantity	(in dollars)	Cost									
Upgrade Employee Parking, Commercial Access Lane and Remote Valet Lots												
Rapid Entry Barrier Gates with 12' Arm	7	\$ 2,438.62	\$ 17,070.34	-4	3		\$ (9,754.48)	Equipment decrease	\$ 7,315.86	\$ (9,754.48)		
HID iClass Long Range Proximity Reader	6	\$ 559.31	\$ 3,355.86	-2	4		\$ (1,118.62)	Equipment decrease	\$ 2,237.24	\$ (1,118.62)		
I/O 100 Reader Configuration File for Universal Lane Controller	7	\$ 1,675.86	\$ 8,379.30	-3	4		\$ (5,027.58)	proposal had 5 not 7, now 8	\$ 3,351.72	\$ (5,027.58)		
Control wire	1	\$ 700.00	Inc in Design Eng Fee		0			Reusing from Heritage valet.				
Installation Services	1	\$ 7,671.51	\$ 7,671.51		1	\$ 909.78	\$ (6,761.73)	decreased quantity	\$ 8,581.29	\$ 909.78		
Other Costs Needed to complete equipment installation and setup	1	\$ 300.00	\$ 300.00		1				\$ 300.00	\$ -		
Shipping	1	\$ 3,712.50	\$ 3,712.50		1	\$ (1,525.00)		decreased quantity	\$ 2,187.50	\$ (1,525.00)		
<i>Subtotal</i>			\$ 40,489.51				\$ (22,662.41)		\$ 23,973.61	\$ (16,515.90)		
License Plate Recognition System for Existing Facilities and Proposed Facilities												
Enables Reserve Parking and Prepay												
Allows Gates to Open upon vehicle arrival (no other access actions)												
Integrates with Way Finding to available parking												
Complete hardware Package which includes Cameras, Lane Processor and cables	6	\$ 4,384.83	\$ 26,308.98	19	25		\$ 83,311.77	Equipment increase	\$ 109,620.75	\$ 83,311.77		
SQL Server Package	1	\$ 2,537.59	\$ 2,537.59		1	\$ 4,837.24	\$ 2,299.65	Due to increased cameras	\$ 4,837.24	\$ 2,299.65		
Software	1	\$ 762.94	\$ 762.94		1	\$ 1,913.00	\$ 1,150.06	Due to increased cameras	\$ 1,913.00	\$ 1,150.06		
Control Wire	1		\$ -		1				\$ -	\$ -		
Installation Services	1	\$ 27,333.53	\$ 27,333.53		1	\$ 74,483.34		Increased quantity	\$ 101,816.87	\$ 74,483.34		
Shipping	1		\$ -		1			Agreed to waive \$850 Shipping fee	\$ -	\$ -		
Camera Extended Warranty - Advance Replacement	6	\$ 189.66	\$ 1,137.96	19	25	\$ 189.66	\$ 3,603.54	Extended Warranty	\$ 4,741.50	\$ 3,603.54		
<i>Subtotal</i>			\$ 58,081.00				\$ 90,365.02		\$ 222,929.36	\$ 164,848.36		
Administrative												
PARCS Software License Fee	1		\$ -						\$ -	\$ -		
Server Hardware and Windows Software	1	\$ 15,757.34	\$ 15,757.34		1				\$ 15,757.34	\$ -		
Intercom Server Incl. Software License Fee	1	\$ 9,597.24	\$ 9,597.24		1				\$ 9,597.24	\$ -		
EZPass/MiParc/FPP/Roving Cashier/Negotiated Rate Modules	1	\$ 59,034.48	\$ 59,034.48		1				\$ 59,034.48	\$ -		
Client Remote Report Workstations	4		\$ -		4				\$ -	\$ -		
Count Lane Reconfiguration Fee	1		\$ -		1				\$ -	\$ -		
Installation Services	1	\$ 40,286.23	\$ 40,286.23		1				\$ 40,286.23	\$ -		
Online Validation Solution (eliminates coupons and chaser tickets)	1	\$ 8,275.86	\$ 8,275.86		1				\$ 8,275.86	\$ -		
Shipping	1	\$ 318.75	\$ 318.75		1				\$ 318.75	\$ -		
<i>Subtotal</i>			\$ 133,269.90						\$ 133,269.90	\$ -		
EZ Pass Plus/Thruway Authority Contractor Integration Fees for New Parking Garage, Main Parking Plaza and Remote Shuttle Lot												
RF Module Antennas & Readers	9	\$ 6,965.52	\$ 62,689.68		9	\$ 8,973.79	\$ 18,074.43	Need new NEMA boxes/cabinets	\$ 80,764.11	\$ 18,074.43		
RF Antenna	9	\$ 5,255.17	\$ 47,296.53	10	19		\$ 52,551.70	Needed for no-button configurator	\$ 99,848.23	\$ 52,551.70		
Driver Feedback Signs	9							Not Included for Speed of Exit	\$ -	\$ -		
Server & Cabinets	4							Reuse Existing	\$ -	\$ -		
Lane Tuning	9	\$ 4,369.34	\$ 39,324.07		9	\$ 71,487.90	\$ 32,163.83	Increased quantity	\$ 71,487.90	\$ 32,163.83		
Installation/Project Design/Management, Professional Fees, Software Licenses	1	\$ 18,141.90	\$ -		1	\$ 50,200.45	\$ 50,200.45	Increased quantity	\$ 50,200.45	\$ 50,200.45		
Shipping	1	\$ 9,768.65	\$ 9,768.65		1	\$ 29,268.75	\$ 19,500.10	Increased quantity	\$ 29,268.75	\$ 19,500.10		
<i>Subtotal</i>			\$ 159,078.93				\$ 172,490.51		\$ 331,569.44	\$ 172,490.51		

EXCEPTIONS TO RFP SPECIFICATIONS

PARCS		AMANO		CHANGE IN QUANTITY AND PRICE ANALYSIS 1/312019					Revised Quote	Difference From Original Quote
Cost Proposal - Provide Detailed Cost Proposal		ORIGINAL		Change in Quantity	New Total	New Unit Price	Cost	Notes	Total	
May Be Modified, but should be complete system cost to meet Scope Required (Highlight Changes)	Quantity	(in dollars)	Cost							
Airport-wide Passenger Parking Reservation System										
Online Pre-Paid Parking System	1	Monthly Subscription Basis		1						
Frequent Parker Loyalty Program				0						
FlexScan Barcode Kit	1	\$	-	1						
Installation Services	1	\$	-	1	\$ 1,712.00	\$	1,712.00	No cost/Typo	\$ -	
<i>Subtotal</i>		\$	-						\$ -	
Passenger Parking Way Finder System (Parking Guidance and Location Assistance)										
Second Floor of Main Garage	450	\$ 599.90	\$ 269,955.00	450	\$ 595.27	\$ (2,083.50)		price change	\$ 267,871.50	\$ (2,083.50)
Third Floor of Main Garage	450	\$ 599.90	\$ 269,955.00	450	\$ 595.27	\$ (2,083.50)		price change	\$ 267,871.50	\$ (2,083.50)
Fourth Floor Main Garage	450	\$ 599.90	\$ 269,955.00	450	\$ 595.27	\$ (2,083.50)		price change	\$ 267,871.50	\$ (2,083.50)
Fifth Floor Main Garage - open roof	450	\$ -	\$ -						\$ -	\$ -
First Floor New Garage	200	\$ 599.90	\$ 119,980.00	200	\$ 595.27	\$ (926.00)		price change	\$ 119,054.00	\$ (926.00)
Second Floor of New Garage	200	\$ 599.90	\$ 119,980.00	200	\$ 595.27	\$ (926.00)		price change	\$ 119,054.00	\$ (926.00)
Third Floor of New Garage	200	\$ 599.90	\$ 119,980.00	200	\$ 595.27	\$ (926.00)		price change	\$ 119,054.00	\$ (926.00)
Fourth Floor of New Garage	200	\$ 599.90	\$ 119,980.00	200	\$ 595.27	\$ (926.00)		price change	\$ 119,054.00	\$ (926.00)
Fifth Floor of New Garage - open roof	200	\$ -	\$ -	200					\$ -	\$ -
Project Management & Handling Fee		\$ -	\$ -					Per space calculation was reduced after reviewing drawings.	\$ -	\$ -
<i>Subtotal</i>		\$	1,289,785.00			\$ (9,954.50)			\$ 1,279,830.50	\$ (9,954.50)
Other Network and Communication Interface Equipment	1	\$	-	1	1	\$ -	\$ -	Removed - Provided by Airport	\$ -	\$ -
Passenger Check Point and Baggage Claim Virtual Hologram Assistants	2	\$ 20,517.31	\$ 41,034.62	2					\$ 41,034.62	\$ -
Rebate Discount			(15,947.87)	1					(15,947.87)	-
Total Parking Revenue Control Equipment		\$	2,273,350.51			\$ 429,453.59		Increased quantity	\$ 2,760,732.16	\$ 487,381.65
Design/Engineering Fees		\$	204,251.71	1	\$ 51,037.29	\$ 51,037.29		25% increase	\$ 246,199.50	\$ 41,947.79
Bonding Rounding			19,385.00			3,284.00			22,669.00	3,284.00
Total Parking Revenue Control Equipment Project		\$	2,496,987.22			\$ 483,774.88			\$ 3,029,600.66	\$ 532,613.44

Concept of Operations

The proposed solutions favor reduced ticket usage and frictionless interaction when visiting the Albany International Airport. License Plate Recognition, E-ZPass Plus, and Frequent Parker Program(FPP) are the key technologies that will assist the Airport in achieving their goals of becoming a state of the art parking facility.

In this Document section 1 covers the abbreviations used throughout. Section 2 provides an end user step by step description per proposed functionality. Section 3 defines the suggested hardware and functionality by lane per Garage/Lot with a brief description of each Garage/Lot.

1. Abbreviation Reference –

G	Barrier Gate
ES	Entry Station - Opus-2700
XS	Exit Station – Opus-4700
FC	Fee Computer – Opus-5700
CP	Central Pay CC only – Opus-4800
POF	Central Pay CC and Note – Opus7800
PC	Proximity Card Reader
LPR	License Plate Recognition – Genetec cameras
TKT	Ticket Issue and Read
EZ+	E-ZPass Plus reader and payment capability
PA	Park Assist
KT	Ticket dispense/read capability
CC	Credit Card In/Out capabilities
BC	Barcode Reader – Pre-Paid 3 rd Party App capability
PC	Proximity Card
RC	Roving Cashier

2. End User Functionality Description

LPR – License Plate Recognition Contract/Frequent Parker – (Ticketless/Frictionless)

This operation assumes that the Patrons License Plate information is in Entered in the PARCS and their account is in good standing. Utilizing the License plate as the patron's primary credential allows for the patron to enter and exit the facility without needing to roll down their window.

Entry

1. Patron Approaches ES
2. Genetec Camera reads License Plate
3. Gate opens/Patron Enters

Exit

1. Patron Approaches EX
2. Genetec Camera reads License Plate
3. Gate opens/Patron Exits

EZ+ - E-ZPass Plus payment – (Ticketless/Frictionless)

This will only apply to lanes that are marked as E-ZPass Plus Entry. If Patron Chooses not to enter in a lane not marked EZ-Pass+, they will not be able to use their E-ZPass Plus at exit. All exits will have the E-ZPass Plus functionality to allow for expedited egress.

Entry

1. Patron Approaches ES
2. EZ-Pass+ Antennae reads the Toll Tag
3. Gate opens/Patron Enters

Exit

1. Patron Approaches EX
2. EZ-Pass+ Antennae reads the Toll Tag
3. Gate opens/Patron Exits
4. Parking Charge is applied to the patrons E-ZPass Plus account

BC – Pre-Paid barcode from Third Party Applications – (Ticketless)

Patron pays through their preferred App at home prior to Visit.

Entry

1. Patron Approaches ES
2. Patron presents the Barcode from their prepaid parking on their App.

3. Gate opens/Patron Enters

Exit

1. Patron Approaches EX
2. Patron presents their Barcode from their prepaid parking on their App.
3. Gate opens/Patron Exits

CC – Credit Card In/Out – (Ticketless)

Entry

1. Patron Approaches ES
2. Patron inserts their CC
3. Gate opens/Patron Enters

Exit

1. Patron Approaches EX
2. Patron inserts the CC used on entry
3. Fee is displayed
4. Patron has option to present Validation
5. Patron Accepts Fee/ Fee Charges to card
6. Gate opens/Patron Exits

TKT – Ticket Issue and Read (partially Frictionless)

This option will apply for all patrons who choose not to use EZ-Pass+, Pre-Paid Barcode, Credit Card In/Out.

Entry

1. Patron Approaches ES
2. ES prompts user to push button for a ticket.
3. Patron Pushes button and ticket is issued
4. Ticket is tied to LP# and it is printed on the Patrons Ticket
5. Gate opens/Patron Enters

Exit

1. Patron Approaches EX – If paid at CP and within lag time, gate opens automatically when license plate is read.
2. Patron Inserts Ticket
3. Fee is displayed
4. Patron pays with CC/Validation

5. Gate opens/Patron Exits

PC - Proximity Card Reader – (Ticketless)

Entry

1. Patron Approaches PC
2. Patron presents their proximity card
3. Gate opens/Patron Enters

Exit

1. Patron Approaches Exit PC
2. Patron presents their proximity card
3. Gate opens/Patron Exits

RC – Roving Cashier –

Entry

1. Patron Approaches ES
2. ES prompts user to push button for a ticket.
3. Patron Pushes button and ticket is issued
4. Ticket is tied to LP# and it is printed on the Patrons Ticket
5. Gate opens/Patron Enters

Exit

1. Patron Approaches EX without Credit Card
2. Patron presses intercom button requesting help
3. Roving Cashier walks to lane, takes Cash from Patron
4. Roving Cashier presents their Proximity Card to Reader
5. Gate opens/Patron Exits

Cashier Removal –

In an effort to remove friction points we recommend the elimination of all cashiers. This will be a gradual process to enable a smooth transition from the Magstripe to Barcode Ticket and will facilitate the education of those airport parkers that have depended on handling their payment transactions via the cashier. A progressive shut down of the lanes will occur as the Magstripe tickets flush out of the system. Given Airport patrons typical length of stay we recommend this period be 3 weeks. During this transition we recommend placing Ambassadors in the exit lanes at the Main Exit Plaza and Economy Lot Exit Plaza to direct patrons to the

appropriate payment option. Once the transition is completed, the Pay on Foot stations (see below) and Roving Cashier will be invoked to handle the Patrons who still wish to use cash.

Pay on Foot stations –

To aid in the removal of cashiers, we propose the addition of 4 credit card only Pay on Foot machines and 2 bank note and credit card Pay on Foot Machines. The addition of the bank note accepting machines will aid in the move away from Cashiers as an alternative Cash payment option. Strategic placement and signage will guide the Cash Paying Patrons to the appropriate Payment option prior to arriving at the exit plaza. If the Patron does miss the Cash Payment options in the Terminal, cash can be taken in the lane with Roving Cashier. Roving Cashier allows for an Airport Employee to take cash and open the gate using a Proximity Card tied to a Debit Account. The transaction is tracked and can be reported in the PARCS.

Suggested locations of the Pay on foot include 1 Credit card only, 1 Credit Card and Bank Note machine in the Baggage Claim Area. 1 Credit Card Only on the Bridge to the Main Garage. 1 Credit Card only at the street level entrance to the Main Garage. 1 Credit card only, 1 Credit Card and Bank Note machine on the bridge to the New Garage. 1 Credit Card Only at the street level entrance to the New Garage.

E-ZPass Plus –

Our E-ZPass Plus solution requires the patron to possess an E-ZPass Plus toll tag. At entry the patron will enter the E-ZPass Plus labeled entrance where their tag will be read, timestamped and entered into our database. At the Exit the E-ZPass Plus tag is read and the parking fee is charged to the E-ZPass Plus account. If the Patron does not enter via an E-ZPass Plus labeled lane they will not be able to use their E-ZPass Plus at the Exit. We propose that in the beginning that the airport places the E-ZPass Plus readers in defined Entry lanes below. We would also suggest that you complete the civil work needed to allow for future expansion of the E-ZPass Plus program. We highly recommend that the Airport purchase readers at this time for the future goal of enabling E-ZPass Plus functionality in all entry lanes.

3. Suggested Hardware/Functionality per Garage/Lot -

New Garage

The New Garage will cater to all parkers including a section on the top level for Employee parking. Patrons will have the ability to enter and exit using their E-ZPass Plus, License Plate as a credential, Proximity Card, Credit Card, Third Party Aggregator App or Ticket. The E-ZPass Plus solution is designed to be frictionless, fast and automatic. The Entry lane is where the Patron decides if they would like to use their E-ZPass Plus for payment, given this, we propose to clearly identify at least one Entry lane per Entry Plaza stating “E-ZPass Plus capable”. All other functionality options will be available in the marked lane. The Success of E-ZPass Plus, FPP, LPR and Third-Party Apps will require an effective marketing campaign. No cashier booths are needed as strategically placed Pay on Foot Machines and an Ambassador using Roving Cashier will be placed in a room near the exit during peak exit times.

Ramp from Airport Terminal Road

		Hardware					Functionality						
1	Entry L	ES	G	PC	LPR		TKT	PC	CC	BC	LPR		
2	Entry R	ES	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	

Entry Rear

		Hardware					Functionality						
1	Entry	ES	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	

Exit Rear

		Hardware					Functionality						
1	Exit L	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC
2	Exit C	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC
3	Exit R	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC

Bridge to Terminal

		Hardware					Functionality						
1	Bridge	CP					TKT	CC	BC				
2	Bridge	POF					TKT	CC	BC	Notes			

Street level Entry

		Hardware				Functionality						
1	Street Entry	CP				TKT	CC	BC				

Main Garage – Short Term and Long Term

The main garage will cater towards Transient and Contract Parkers. Patrons will have the ability to enter and exit using their E-ZPass Plus, License Plate as a credential, Proximity Card, Credit Card, Third Party Aggregator App or Ticket. The existing Cashier Booths will be removed once the current magstripe tickets are flushed out of the system, leaving the booth on the far left (lane 5) to house a Roving Cashier capable parking Ambassador. Pay on Foot stations will be stationed at the bridge and street entrance to the Garage.

Main Entry

		Hardware					Functionality						
1	Entry LT	ES	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	
2	Entry L Garage	ES	G	PC	LPR		TKT	PC	CC	BC	LPR		
3	Entry R Garage	ES	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	
4	Entry L Short	ES	G	PC	LPR		TKT	PC	CC	BC	LPR		
5	Entry R Short	ES	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	

Re-Circ Entry's

		Hardware					Functionality						
1	Entry Short	ES	G	PC	LPR		TKT	PC	CC	BC	LPR		
2	Entry Garage	ES	G	PC	LPR		TKT	PC	CC	BC	LPR		
3	Entry LT	ES	G	PC	LPR		TKT	PC	CC	BC	LPR		

Exit Plaza

Suggestion to remove/unmanned Booths 1-4

		Hardware					Functionality						
1	Exit L	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC
2	Exit	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC
3	Exit	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC
4	Exit	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC
5	Exit R	EX	G	PC	LPR	EZ+	TKT	PC	CC	BC	LPR	EZ+	RC

Bridge to Terminal

		Hardware				Functionality						
1	Bridge	CP				TKT	CC	BC				

Street level Entry

		Hardware				Functionality						
1	Street Entry	CP				TKT	CC	BC				

Economy Lot

The Economy Lot will cater towards Transient and Contract Parkers. Patrons will have the ability to enter and exit using their E-ZPass Plus, License Plate as a credential, Proximity Card, Credit Card, Third Party Aggregator App or Ticket. The existing Cashier Booths will be removed once the current magstripe tickets are flushed out of the system. Housing a Roving Cashier capable parking Ambassador in the Comfort Station will accommodate any cash paying patrons.

Main Entry

		Hardware						Functionality							
1	Entry 1	ES	G	PC	LPR	EZ+		TKT	PC	CC	BC	LPR	EZ+		
2	Entry 2	ES	G	PC	LPR			TKT	PC	CC	BC	LPR			

Main Exit

		Hardware						Functionality							
1	Exit 1	EX	G	PC	LPR	EZ+	FC	TKT	PC	CC	BC	LPR	EZ+	RC	
2	Exit 2	EX	G	PC	LPR	EZ+		TKT	PC	CC	BC	LPR	EZ+	RC	
3	Exit 3	EX	G	PC	LPR	EZ+		TKT	PC	CC	BC	LPR	EZ+	RC	

Back Economy

		Hardware						Functionality							
1	Entry	ES	G	PC	LPR	EZ+		TKT	PC	CC	BC	LPR	EZ+		
2	Exit	EX	G	PC	LPR	EZ+		TKT	PC	CC	BC	LPR	EZ+		

Employee Lot

The Employee lot will only cater to the Proximity Card holders who are Employees. The user will pull up to the Card reader, present their card and enter/exit the facility.

Main Entry

		Hardware				Functionality						
1	Entry 1	G	PC				PC					
2	Entry 2	G	PC				PC					

Main Exit

		Hardware				Functionality						
1	Exit 1	G	PC				PC					

Baggage Claim

2 Pay on Foot Machines will be accessible to patron's in the Baggage Claim area, one will accept bank notes and credit card the other will only accept credit card. These will be placed conveniently to allow for easy access on their way to the garage. Proper signage will promote the usage and identify the location of the machines.

		Hardware				Functionality						
1	Baggage	CP				TKT	CC	BC				
2	Baggage	POF				TKT	CC	BC	Notes			

EXHIBIT B
PROJECT SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	2019				2020		
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
1		Albany Airport Project	291 days	Mon 2/4/19	Mon 3/16/20							
2		Project Startup	57 days	Mon 2/4/19	Tue 4/23/19							
3		Notice to Proceed - Contracts Signed	1 day	Mon 2/4/19	Mon 2/4/19							
4		Document Submittals	5 days	Mon 2/4/19	Fri 2/8/19							
5		System Design Documents (SDD)	57 days	Mon 2/4/19	Tue 4/23/19							
6		Product Data (Cut Sheets)	1 day	Tue 2/5/19	Tue 2/5/19							
7		Engineering Drawing & Lane Layouts	30 days	Tue 2/5/19	Mon 3/18/19							
8		Network Design	5 days	Tue 2/5/19	Mon 2/11/19							
9		Project Schedule Review	56 days	Tue 2/5/19	Tue 4/23/19							
10		Identify Civil Infrastructure	10 days	Mon 2/4/19	Fri 2/15/19							
11		Administrative	21 days	Mon 2/4/19	Mon 3/4/19							
12		Provide Credit Card Forms	5 days	Tue 2/5/19	Mon 2/11/19							
13		Contract with Payment Express	5 days	Tue 2/12/19	Mon 2/18/19							
14		Credit Card Forms Returned	5 days	Tue 2/19/19	Mon 2/25/19							
15		Submit to CC Department	5 days	Tue 2/26/19	Mon 3/4/19							
16		Frequent Parker Prerequisite	3 days	Mon 2/4/19	Wed 2/6/19							
17		Wayfinding - Park Assist Analysis - Main Garage	120 days	Mon 2/4/19	Fri 7/19/19							
18		Technical Field Analysis	3 days	Mon 2/4/19	Wed 2/6/19							
19		Submittals	35 days	Mon 2/4/19	Fri 3/22/19							
20		Floor Cabinet Locations Submittal	5 days	Mon 2/4/19	Fri 2/8/19							
21		Head-end Equipment Submittal	5 days	Mon 2/11/19	Fri 2/15/19							
22		Signage Submittal	10 days	Mon 2/18/19	Fri 3/1/19							
23		Sign Mapping Submittal	5 days	Mon 3/4/19	Fri 3/8/19							
24		Find Your Car Maps Submittal	5 days	Mon 3/11/19	Fri 3/15/19							
25		Zone Groups Submittal	5 days	Mon 3/18/19	Fri 3/22/19							
26		Client Power & Data	10 days	Mon 2/4/19	Fri 2/15/19							
27		Power & Data by Others 100%	10 days	Mon 2/4/19	Fri 2/15/19							
28		Installation of M4 System	80 days	Mon 2/18/19	Fri 6/7/19							
29		Installation of Track	40 days	Mon 2/18/19	Fri 4/12/19							
30		Sensor Installation	20 days	Mon 4/15/19	Fri 5/10/19							
31		Installation of Floor Cabinets	10 days	Mon 5/13/19	Fri 5/24/19							
32		Signage Installation	10 days	Mon 5/27/19	Fri 6/7/19							
33		Sensor Locking	5 days	Mon 5/13/19	Fri 5/17/19							
34		Sensor Commissioning	35 days	Mon 5/20/19	Fri 7/5/19							
35		Sensor Pre-Commissioning	5 days	Mon 5/20/19	Fri 5/24/19							
36		Signage Pre- Commissioning	5 days	Mon 5/20/19	Fri 5/24/19							
37		Sensor Commissioning	20 days	Mon 5/20/19	Fri 6/14/19							

Project: Albany Airport
Date: Tue 1/29/19

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019				2020	
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
38		Signage Commissioning	20 days	Mon 5/20/19	Fri 6/14/19						
39		Vehicle Traffic and Vehicle Occupancy Turnover	15 days	Mon 5/20/19	Fri 6/7/19						
40		Sensor Data Accuracy Build	15 days	Mon 5/20/19	Fri 6/7/19						
41		Red/Green Go-Live Sensors	10 days	Mon 6/10/19	Fri 6/21/19						
42		Go-Live Signage	10 days	Mon 6/24/19	Fri 7/5/19						
43		Client Handover	10 days	Mon 7/8/19	Fri 7/19/19						
44		Handover to Client Services Sensors	10 days	Mon 7/8/19	Fri 7/19/19						
45		Handover to Client Services Signage	10 days	Mon 7/8/19	Fri 7/19/19						
46		Equipment Order	30 days	Tue 2/5/19	Mon 3/18/19						
47		Order Entry Terminals	25 days	Tue 2/5/19	Mon 3/11/19						
48		Order Exit Terminals	25 days	Tue 2/5/19	Mon 3/11/19						
49		Order Gates	30 days	Tue 2/5/19	Mon 3/18/19						
50		Order Third Party Components (LPR)	30 days	Tue 2/5/19	Mon 3/18/19						
51		Order Servers	30 days	Tue 2/5/19	Mon 3/18/19						
52		Implementation	36 days	Tue 3/19/19	Tue 5/7/19						
53		Server Equipment Staging and Testing	36 days	Tue 3/19/19	Tue 5/7/19						
54		Server Installation	7 days	Tue 3/19/19	Wed 3/27/19						
55		Commend Intercom Server	2 days	Thu 3/28/19	Fri 3/29/19						
56		Frequent Parker Install	16 days	Thu 3/28/19	Thu 4/18/19						
57		Miparc Setup Install	3 days	Fri 4/19/19	Tue 4/23/19						
58		Way Finding Server	3 days	Wed 4/24/19	Fri 4/26/19						
59		Roving Cashier Install	1 day	Mon 4/29/19	Mon 4/29/19						
60		Negotiated Fee Setup	2 days	Tue 4/30/19	Wed 5/1/19						
61		Notification Setup	1 day	Thu 5/2/19	Thu 5/2/19						
62		Head End Equipment	3 days	Fri 5/3/19	Tue 5/7/19						
63		Permit (Pending Approval)	30 days	Tue 3/19/19	Mon 4/29/19						
64		Equipment Installation	26 days	Tue 3/19/19	Tue 4/23/19						
65		Hot Staging	10 days	Tue 3/19/19	Mon 4/1/19						
66		Factory Acceptance Test (FAT)	12 days	Tue 3/19/19	Wed 4/3/19						
67		Training	12 days	Mon 4/8/19	Tue 4/23/19						
68		Lane Ambassador Training	1 day	Mon 4/8/19	Mon 4/8/19						
69		Supervisor Training	1 day	Tue 4/9/19	Tue 4/9/19						
70		IPARC Sys Admin Training	1 day	Wed 4/10/19	Wed 4/10/19						
71		Technician Training	1 day	Thu 4/11/19	Thu 4/11/19						
72		Reconciliation Training	1 day	Fri 4/12/19	Fri 4/12/19						
73		Frequent Parker	1 day	Mon 4/15/19	Mon 4/15/19						
74		LPR Training	1 day	Tue 4/16/19	Tue 4/16/19						

Project: Albany Airport
Date: Tue 1/29/19

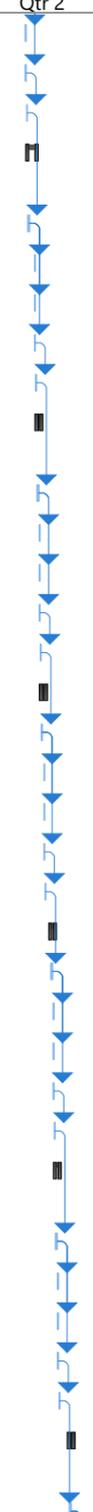
Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019				2020	
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
75		Roving Cashier	1 day	Wed 4/17/19	Wed 4/17/19						
76		Negotiated Fee	1 day	Thu 4/18/19	Thu 4/18/19						
77		Way Finding	1 day	Fri 4/19/19	Fri 4/19/19						
78		Notifications	1 day	Mon 4/22/19	Mon 4/22/19						
79		Intercom Training	1 day	Tue 4/23/19	Tue 4/23/19						
80		Baggage Claim	1 day	Wed 4/24/19	Wed 4/24/19						
81		Install OPUS Central Pay Station	1 day	Wed 4/24/19	Wed 4/24/19						
82		Install OPUS POF Station	1 day	Wed 4/24/19	Wed 4/24/19						
83		Connect Revenue Readers to New System	1 day	Wed 4/24/19	Wed 4/24/19						
84		Bridge to Terminal	2 days	Thu 4/25/19	Fri 4/26/19						
85		Install OPUS Central Pay Station	2 days	Thu 4/25/19	Fri 4/26/19						
86		Install OPUS Pay-On-Foot Station	2 days	Thu 4/25/19	Fri 4/26/19						
87		Street Level Entry	1 day	Mon 4/29/19	Mon 4/29/19						
88		Install OPUS Central Pay Station	1 day	Mon 4/29/19	Mon 4/29/19						
89		Main Plaza	37.5 days	Tue 4/30/19	Thu 6/20/19						
90		Install Lane 3 Exit Station - HID/LPR	2 days	Tue 4/30/19	Wed 5/1/19						
91		Install Opus Exit	1 day	Tue 4/30/19	Tue 4/30/19						
92		Install Arming Loops	0.5 days	Wed 5/1/19	Wed 5/1/19						
93		Install Barrier Gate	0.5 days	Wed 5/1/19	Wed 5/1/19						
94		Tune LPR Cameras	0.5 days	Wed 5/1/19	Wed 5/1/19						
95		Lane Testing	0.5 days	Wed 5/1/19	Wed 5/1/19						
96		Install Lane 5 Short Term Entry RH Station - HID/LPR	2 days	Thu 5/2/19	Fri 5/3/19						
97		Install Opus Entry	1 day	Thu 5/2/19	Thu 5/2/19						
98		Install Arming Loops	0.5 days	Fri 5/3/19	Fri 5/3/19						
99		Install Barrier Gate	0.5 days	Fri 5/3/19	Fri 5/3/19						
100		Tune LPR Cameras	0.5 days	Fri 5/3/19	Fri 5/3/19						
101		Lane Testing	0.5 days	Fri 5/3/19	Fri 5/3/19						
102		Install Lane 4 Short Term Entry LH Station - HID/LPR	2 days	Mon 5/6/19	Tue 5/7/19						
103		Install Opus Entry	1 day	Mon 5/6/19	Mon 5/6/19						
104		Install Arming Loops	0.5 days	Tue 5/7/19	Tue 5/7/19						
105		Install Barrier Gate	0.5 days	Tue 5/7/19	Tue 5/7/19						
106		Tune LPR Cameras	0.5 days	Tue 5/7/19	Tue 5/7/19						
107		Lane Testing	0.5 days	Tue 5/7/19	Tue 5/7/19						
108		Install Lane 2 Exit Station - HID/LPR	2 days	Wed 5/8/19	Thu 5/9/19						
109		Install Opus Exit	1 day	Wed 5/8/19	Wed 5/8/19						
110		Install Arming Loops	0.5 days	Thu 5/9/19	Thu 5/9/19						

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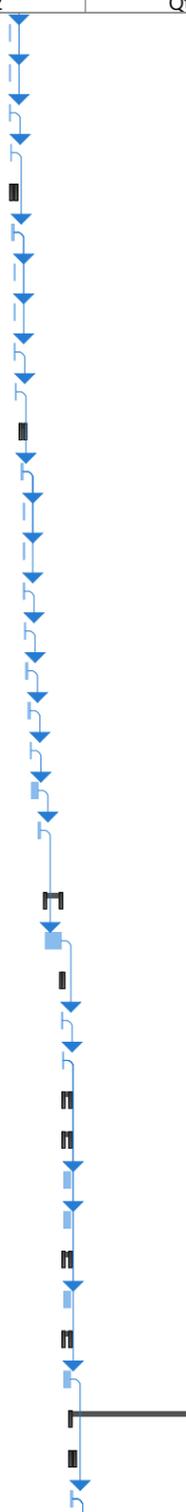
Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019			2020		
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
111		Install Barrier Gate	0.5 days	Thu 5/9/19	Thu 5/9/19						
112		Tune LPR Cameras	0.5 days	Thu 5/9/19	Thu 5/9/19						
113		Lane Testing	0.5 days	Thu 5/9/19	Thu 5/9/19						
114		Install Lane 3 Garage Entry RH Station - HID/LPR	2 days	Fri 5/10/19	Mon 5/13/19						
115		Install Opus Entry	1 day	Fri 5/10/19	Fri 5/10/19						
116		Install Arming Loops	0.5 days	Mon 5/13/19	Mon 5/13/19						
117		Install Barrier Gate	0.5 days	Mon 5/13/19	Mon 5/13/19						
118		Tune LPR Cameras	0.5 days	Mon 5/13/19	Mon 5/13/19						
119		Lane Testing	0.5 days	Mon 5/13/19	Mon 5/13/19						
120		Install Lane 2 Garage Entry LH Station - HID/LPR	2 days	Tue 5/14/19	Wed 5/15/19						
121		Install Opus Entry	1 day	Tue 5/14/19	Tue 5/14/19						
122		Install Arming Loops	0.5 days	Wed 5/15/19	Wed 5/15/19						
123		Install Barrier Gate	0.5 days	Wed 5/15/19	Wed 5/15/19						
124		Tune LPR Cameras	0.5 days	Wed 5/15/19	Wed 5/15/19						
125		Lane Testing	0.5 days	Wed 5/15/19	Wed 5/15/19						
126		Install Lane 1 Exit Station - HID/LPR	2 days	Thu 5/16/19	Fri 5/17/19						
127		Install Opus Exit	0.5 days	Thu 5/16/19	Thu 5/16/19						
128		Install Arming Loops	0.5 days	Fri 5/17/19	Fri 5/17/19						
129		Install Barrier Gate	0.5 days	Fri 5/17/19	Fri 5/17/19						
130		Tune LPR Cameras	0.5 days	Fri 5/17/19	Fri 5/17/19						
131		Lane Testing	0.5 days	Fri 5/17/19	Fri 5/17/19						
132		Install Entry LT Station Lane 1 - HID/LPR	2 days	Mon 5/20/19	Tue 5/21/19						
133		Install (2) Opus Entries	1 day	Mon 5/20/19	Mon 5/20/19						
134		Install Arming Loops	0.5 days	Tue 5/21/19	Tue 5/21/19						
135		Install Barrier Gates	0.5 days	Tue 5/21/19	Tue 5/21/19						
136		Tune LPR Cameras	0.5 days	Tue 5/21/19	Tue 5/21/19						
137		Lane Testing	0.5 days	Tue 5/21/19	Tue 5/21/19						
138		Install Re-Circ Garage Entry Stations - HID/LPR	2 days	Wed 5/22/19	Thu 5/23/19						
139		Install (2) Opus Entries	1 day	Wed 5/22/19	Wed 5/22/19						
140		Install Arming Loops	0.5 days	Thu 5/23/19	Thu 5/23/19						
141		Install Recirc Entrance Gates	0.5 days	Thu 5/23/19	Thu 5/23/19						
142		Tune LPR Cameras	0.5 days	Thu 5/23/19	Thu 5/23/19						
143		Lane Testing	0.5 days	Thu 5/23/19	Thu 5/23/19						
144		Install Re-Circ Long Term Entry Stations - HID/LPR	2 days	Tue 5/28/19	Wed 5/29/19						
145		Install (2) Opus Entries	1 day	Tue 5/28/19	Tue 5/28/19						



Project: Albany Airport Date: Tue 1/29/19	Task		Project Summary		Manual Task		Start-only		Deadline	
	Split		Inactive Task		Duration-only		Finish-only		Progress	
	Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
	Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019				2020	
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
146		Install Arming Loops	0.5 days	Wed 5/29/19	Wed 5/29/19						
147		Install Barrier Gates	0.5 days	Wed 5/29/19	Wed 5/29/19						
148		Tune LPR Cameras	0.5 days	Wed 5/29/19	Wed 5/29/19						
149		Lane Testing	0.5 days	Wed 5/29/19	Wed 5/29/19						
150		Install Lane 4 Exit Station - HID	2 days	Thu 5/30/19	Fri 5/31/19						
151		Install Opus Exit	1 day	Thu 5/30/19	Thu 5/30/19						
152		Install Arming Loops	0.5 days	Fri 5/31/19	Fri 5/31/19						
153		Install Barrier Gate	0.5 days	Fri 5/31/19	Fri 5/31/19						
154		Tune LPR Cameras	0.5 days	Fri 5/31/19	Fri 5/31/19						
155		Lane Testing	0.5 days	Fri 5/31/19	Fri 5/31/19						
156		Install Lane 5 Exit Station - HID	2 days	Mon 6/3/19	Tue 6/4/19						
157		Install Opus Exit	1 day	Mon 6/3/19	Mon 6/3/19						
158		Install Arming Loops	0.5 days	Tue 6/4/19	Tue 6/4/19						
159		Install Barrier Gate	0.5 days	Tue 6/4/19	Tue 6/4/19						
160		Tune LPR Cameras	0.5 days	Tue 6/4/19	Tue 6/4/19						
161		Lane Testing	0.5 days	Tue 6/4/19	Tue 6/4/19						
162		Install Garage Free out Gate	1 day	Wed 6/5/19	Wed 6/5/19						
163		Install Short Term Free out Gate (2)	1 day	Thu 6/6/19	Thu 6/6/19						
164		Install Revenue Building gate	0.5 days	Fri 6/7/19	Fri 6/7/19						
165		Install Long Term Upper Lot Gates (2)	1 day	Fri 6/7/19	Mon 6/10/19						
166		Install Ramp up into Garage from Recirc Gates (2)	1 day	Mon 6/10/19	Tue 6/11/19						
167		Install Maintenance Gate in Garage	5 days	Thu 6/13/19	Thu 6/20/19						
168		Install EZ Pass Main Plaza	5 days	Thu 6/13/19	Thu 6/20/19						
169		Commercial Lane	1 day	Thu 6/20/19	Fri 6/21/19						
170		Card Access Only Lane - HID	0.5 days	Thu 6/20/19	Thu 6/20/19						
171		Install (Two) Barrier Gates	0.5 days	Fri 6/21/19	Fri 6/21/19						
172		Employee Lot	1 day	Fri 6/21/19	Mon 6/24/19						
173		Entry Lane 1 Prox Card Only - HID	1 day	Fri 6/21/19	Mon 6/24/19						
174		Install HID Reader	1 day	Fri 6/21/19	Mon 6/24/19						
175		Install Barrier Gate	1 day	Fri 6/21/19	Mon 6/24/19						
176		Entry Lane 2 Prox Card Only - HID	1 day	Fri 6/21/19	Mon 6/24/19						
177		Install HID Reader	1 day	Fri 6/21/19	Mon 6/24/19						
178		Exit Lane 1 Prox Card Only -HID	1 day	Fri 6/21/19	Mon 6/24/19						
179		Install HID Reader	1 day	Fri 6/21/19	Mon 6/24/19						
180		Economy Lot	38.5 days	Mon 6/24/19	Thu 8/15/19						
181		Install Main Exit 3 Station - HID/LPR	2 days	Mon 6/24/19	Wed 6/26/19						
182		Install Opus Exit	1 day	Mon 6/24/19	Tue 6/25/19						



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Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019				2020	
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
183		Install Arming Loops	0.5 days	Tue 6/25/19	Tue 6/25/19						
184		Install Barrier Gate	0.5 days	Tue 6/25/19	Tue 6/25/19						
185		Tune LPR Cameras	0.5 days	Tue 6/25/19	Tue 6/25/19						
186		Connect Comfort Station Reader	0.1 days	Tue 6/25/19	Tue 6/25/19						
187		Lane Testing	0.5 days	Wed 6/26/19	Wed 6/26/19						
188		Install Main Entry 2 Station - HID/LPR	2 days	Wed 6/26/19	Fri 6/28/19						
189		Install Opus Entry	1 day	Wed 6/26/19	Thu 6/27/19						
190		Install Arming Loops	0.5 days	Thu 6/27/19	Thu 6/27/19						
191		Install Barrier Gate	0.5 days	Thu 6/27/19	Thu 6/27/19						
192		Tune LPR Cameras	0.5 days	Thu 6/27/19	Thu 6/27/19						
193		Lane Testing	0.5 days	Fri 6/28/19	Fri 6/28/19						
194		Install Back Economy Exit Station - HID/LPR	2 days	Fri 6/28/19	Tue 7/2/19						
195		Install Opus Exit	1 day	Fri 6/28/19	Mon 7/1/19						
196		Install Card Reader & Gate Entry (Red Lot)	0.5 days	Mon 7/1/19	Mon 7/1/19						
197		Install Card Reader & Gate Exit (Red Lot)	0.5 days	Mon 7/1/19	Mon 7/1/19						
198		Install Arming Loops	0.5 days	Mon 7/1/19	Mon 7/1/19						
199		Install (Three) Barrier Gates	0.5 days	Mon 7/1/19	Mon 7/1/19						
200		Tune LPR Cameras	0.5 days	Mon 7/1/19	Mon 7/1/19						
201		Lane Testing	0.5 days	Tue 7/2/19	Tue 7/2/19						
202		Install Back Economy Entry Station - HID/LPR	3 days	Tue 7/2/19	Fri 7/5/19						
203		Install Opus Entry	1 day	Tue 7/2/19	Wed 7/3/19						
204		Install Arming Loops	0.5 days	Wed 7/3/19	Wed 7/3/19						
205		Install Barrier Gate	0.5 days	Wed 7/3/19	Wed 7/3/19						
206		Tune LPR Cameras	0.5 days	Wed 7/3/19	Wed 7/3/19						
207		Lane Testing	0.5 days	Fri 7/5/19	Fri 7/5/19						
208		Install Main Exit 2 Station - HID/LPR	2 days	Mon 7/8/19	Wed 7/10/19						
209		Install Opus Exit	1 day	Mon 7/8/19	Tue 7/9/19						
210		Install Arming Loops	0.5 days	Tue 7/9/19	Tue 7/9/19						
211		Install Barrier Gate	0.5 days	Tue 7/9/19	Tue 7/9/19						
212		Tune LPR Cameras	0.5 days	Tue 7/9/19	Tue 7/9/19						
213		Lane Testing	0.5 days	Wed 7/10/19	Wed 7/10/19						
214		Install Main Entry 1 Station - HID/LPR	2 days	Wed 7/10/19	Fri 7/12/19						
215		Install Opus Entry	1 day	Wed 7/10/19	Thu 7/11/19						
216		Install Arming Loops	0.5 days	Thu 7/11/19	Thu 7/11/19						
217		Install Barrier Gate	0.5 days	Thu 7/11/19	Thu 7/11/19						
218		Tune LPR Cameras	0.5 days	Thu 7/11/19	Thu 7/11/19						
219		Lane Testing	0.5 days	Fri 7/12/19	Fri 7/12/19						
220		Install Main Exit 1 Station - HID/LPR	2 days	Fri 7/12/19	Tue 7/16/19						

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Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019				2020	
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
221		Install Opus Exit	1 day	Fri 7/12/19	Mon 7/15/19						
222		Install Arming Loops	0.5 days	Mon 7/15/19	Mon 7/15/19						
223		Install Barrier Gate	0.5 days	Mon 7/15/19	Mon 7/15/19						
224		Tune LPR Cameras	0.5 days	Mon 7/15/19	Mon 7/15/19						
225		Lane Testing	0.5 days	Tue 7/16/19	Tue 7/16/19						
226		Install EZ Pass Economy Lot	5 days	Tue 7/16/19	Tue 7/23/19						
227		Training	11 days	Wed 7/24/19	Wed 8/7/19						
228		Lane Ambassador Training	1 day	Wed 7/24/19	Wed 7/24/19						
229		Supervisor Training	1 day	Thu 7/25/19	Thu 7/25/19						
230		IPARC Sys Admin Training	1 day	Fri 7/26/19	Fri 7/26/19						
231		Technician Training	1 day	Mon 7/29/19	Mon 7/29/19						
232		Reconciliation Training	1 day	Tue 7/30/19	Tue 7/30/19						
233		Frequent Parker	1 day	Thu 8/1/19	Thu 8/1/19						
234		LPR Training	1 day	Fri 8/2/19	Fri 8/2/19						
235		Roving Cashier	1 day	Mon 8/5/19	Mon 8/5/19						
236		Negotiated Fee	1 day	Tue 8/6/19	Tue 8/6/19						
237		Way Finding	1 day	Wed 8/7/19	Wed 8/7/19						
238		Notifications	1 day	Thu 8/8/19	Thu 8/8/19						
239		Main Garage Project Closeout	5 days	Fri 8/9/19	Thu 8/15/19						
240		Deliver Keys and Manuals	1 day	Fri 8/9/19	Fri 8/9/19						
241		Final Walkthrough	1 day	Mon 8/12/19	Mon 8/12/19						
242		Complete Final Punchlist	3 days	Tue 8/13/19	Thu 8/15/19						
243		Wayfinding - Park Assist for New Parking Garage	120 days	Mon 2/4/19	Fri 7/19/19						
244		Technical Field Analysis	3 days	Mon 2/4/19	Wed 2/6/19						
245		Submittals	35 days	Mon 2/4/19	Fri 3/22/19						
246		Floor Cabinet Locations Submittal	5 days	Mon 2/4/19	Fri 2/8/19						
247		Head-end Equipment Submittal	5 days	Mon 2/11/19	Fri 2/15/19						
248		Signage Submittal	10 days	Mon 2/18/19	Fri 3/1/19						
249		Sign Mapping Submittal	5 days	Mon 3/4/19	Fri 3/8/19						
250		Find Your Car Maps Submittal	5 days	Mon 3/11/19	Fri 3/15/19						
251		Zone Grops Submittal	5 days	Mon 3/18/19	Fri 3/22/19						
252		Client Power & Data	10 days	Mon 10/7/19	Fri 10/18/19						
253		Power & Data by Others 100%	10 days	Mon 10/7/19	Fri 10/18/19						
254		Installation of M4 System	80 days	Mon 10/21/19	Fri 2/7/20						
255		Installation of Track	40 days	Mon 10/21/19	Fri 12/13/19						
256		Sensor Installation	20 days	Mon 12/16/19	Fri 1/10/20						
257		Installation of Floor Cabinets	10 days	Mon 1/13/20	Fri 1/24/20						

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Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019			2020			
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1	Qtr 2
258		Signage Installation	10 days	Mon 1/27/20	Fri 2/7/20							
259		Sensor Locking	5 days	Mon 1/13/20	Fri 1/17/20							
260		Sensor Commissioning	35 days	Mon 1/20/20	Fri 3/6/20							
261		Sensor Pre-Commissioning	5 days	Mon 1/20/20	Fri 1/24/20							
262		Signage Pre- Commissioning	5 days	Mon 1/20/20	Fri 1/24/20							
263		Sensor Commissioning	20 days	Mon 1/20/20	Fri 2/14/20							
264		Signage Commissioning	20 days	Mon 1/20/20	Fri 2/14/20							
265		Vehicle Traffic and Vehicle Occupancy Turnover	15 days	Mon 1/20/20	Fri 2/7/20							
266		Sensor Data Accuracy Build	15 days	Mon 1/20/20	Fri 2/7/20							
267		Red/Green Go-Live Sensors	10 days	Mon 2/10/20	Fri 2/21/20							
268		Go-Live Signage	10 days	Mon 2/24/20	Fri 3/6/20							
269		Client Handover	10 days	Mon 3/9/20	Fri 3/20/20							
270		Handover to Client Services Sensors	10 days	Mon 3/9/20	Fri 3/20/20							
271		Handover to Client Services Signage	10 days	Mon 3/9/20	Fri 3/20/20							
272		New Parking Garage	27 days	Mon 1/20/20	Tue 2/25/20							
273		Hot Staging	5 days	Mon 1/20/20	Fri 1/24/20							
274		Bridge to Terminal Level 3	1 day	Mon 1/27/20	Mon 1/27/20							
275		Install OPUS POF Station	1 day	Mon 1/27/20	Mon 1/27/20							
276		Install OPUS Central Pay Stations	1 day	Mon 1/27/20	Mon 1/27/20							
277		Street Level Entry	1 day	Tue 1/28/20	Tue 1/28/20							
278		Install OPUS Central Pay CC Only	1 day	Tue 1/28/20	Tue 1/28/20							
279		Install OPUS Entry LH Station - HID/LPR	2 days	Mon 1/20/20	Tue 1/21/20							
280		Install Opus Entry	1 day	Mon 1/20/20	Mon 1/20/20							
281		Install Arming Loops	0.5 days	Tue 1/21/20	Tue 1/21/20							
282		Install Barrier Gate	0.5 days	Tue 1/21/20	Tue 1/21/20							
283		Tune LPR Cameras	0.5 days	Tue 1/21/20	Tue 1/21/20							
284		Lane Testing	0.5 days	Tue 1/21/20	Tue 1/21/20							
285		Install OPUS Entry RH Station - HID/LPR	2 days	Wed 1/22/20	Thu 1/23/20							
286		Install Opus Entry	1 day	Wed 1/22/20	Wed 1/22/20							
287		Install Arming Loops	0.5 days	Thu 1/23/20	Thu 1/23/20							
288		Install Barrier Gate	0.5 days	Thu 1/23/20	Thu 1/23/20							
289		Tune LPR Cameras	0.5 days	Thu 1/23/20	Thu 1/23/20							
290		Lane Testing	0.5 days	Thu 1/23/20	Thu 1/23/20							
291		Install OPUS Entry Rear Station - HID/LPR	2 days	Fri 1/24/20	Mon 1/27/20							
292		Install (2) Opus Entry Stations	1 day	Fri 1/24/20	Fri 1/24/20							
293		Install Arming Loops	0.5 days	Mon 1/27/20	Mon 1/27/20							
294		Install Barrier Gate	0.5 days	Mon 1/27/20	Mon 1/27/20							

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Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID	Task Mode	Task Name	Duration	Start	Finish	2019				2020	
						Qtr 4	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Qtr 1
295		Tune LPR Cameras	0.5 days	Mon 1/27/20	Mon 1/27/20						
296		Lane Testing	0.5 days	Mon 1/27/20	Mon 1/27/20						
297		Install OPUS Exit Rear Station - HID/LPR	2 days	Tue 1/28/20	Wed 1/29/20						
298		Install Opus Exit	1 day	Tue 1/28/20	Tue 1/28/20						
299		Install Arming Loops	0.5 days	Wed 1/29/20	Wed 1/29/20						
300		Install Barrier Gate	0.5 days	Wed 1/29/20	Wed 1/29/20						
301		Tune LPR Cameras	0.5 days	Wed 1/29/20	Wed 1/29/20						
302		Lane Testing	0.5 days	Wed 1/29/20	Wed 1/29/20						
303		Install OPUS Exit Rear Station - HID/LPR	2 days	Thu 1/30/20	Fri 1/31/20						
304		Install Opus Exit	1 day	Thu 1/30/20	Thu 1/30/20						
305		Install Arming Loops	0.5 days	Fri 1/31/20	Fri 1/31/20						
306		Install Barrier Gate	0.5 days	Fri 1/31/20	Fri 1/31/20						
307		Tune LPR Cameras	0.5 days	Fri 1/31/20	Fri 1/31/20						
308		Lane Testing	0.5 days	Fri 1/31/20	Fri 1/31/20						
309		Install OPUS Exit Rear Station - HID/LPR	2 days	Mon 2/3/20	Tue 2/4/20						
310		Install Opus Entry	1 day	Mon 2/3/20	Mon 2/3/20						
311		Install Arming Loops	0.5 days	Tue 2/4/20	Tue 2/4/20						
312		Install Barrier Gate	0.5 days	Tue 2/4/20	Tue 2/4/20						
313		Tune LPR Cameras	0.5 days	Tue 2/4/20	Tue 2/4/20						
314		Lane Testing	0.5 days	Tue 2/4/20	Tue 2/4/20						
315		Install OPUS Employee In Level 5 - HID	13.5 days	Mon 1/20/20	Thu 2/6/20						
316		Install Opus Entry	1 day	Wed 2/5/20	Wed 2/5/20						
317		Install Arming Loops	0.5 days	Thu 2/6/20	Thu 2/6/20						
318		Install Barrier Gate	0.5 days	Thu 2/6/20	Thu 2/6/20						
319		Lane Testing	0.5 days	Mon 1/20/20	Mon 1/20/20						
320		Install OPUS Employee Out Level 5 - HID	2 days	Mon 1/20/20	Tue 1/21/20						
321		Install Opus Exit	1 day	Mon 1/20/20	Tue 1/21/20						
322		Install Arming Loops	0.5 days	Tue 1/21/20	Tue 1/21/20						
323		Install Barrier Gate	0.5 days	Tue 1/21/20	Tue 1/21/20						
324		Lane Testing	0.5 days	Mon 1/20/20	Mon 1/20/20						
325		Install EZ Pass New Garage	5 days	Mon 1/20/20	Fri 1/24/20						
326		New Garage Project Closeout	5 days	Wed 2/5/20	Tue 2/11/20						
327		Deliver Keys and Manuals	1 day	Wed 2/5/20	Wed 2/5/20						
328		Final Walkthrough	1 day	Thu 2/6/20	Thu 2/6/20						
329		Complete Final Punchlist	3 days	Fri 2/7/20	Tue 2/11/20						

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Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

EXHIBIT C

DATA CONVERSION PLAN

EXHIBIT D

SCHEDULE OF PROGRESS PAYMENTS

EXHIBIT E

EXTENDED WARRANTIES

EXHIBIT F

**PREVENTIVE MAINTENANCE AND
SERVICING CONTRACTS**

EXHIBIT G

APPROVED SUBCONTRACTORS

EXHIBIT H

KEY PERSONNEL

AGENDA ITEM NO. 1.4

**Selection: Authorization to Select
Professional Services Contract 999-I for Construction
Inspection for the New Parking Garage with
Creighton Manning, LLP (Construction Inspection)**

AGENDA ITEM NO: 1.4
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
02/08/2019

DEPARTMENT: *Planning and Engineering*

Contact Person: *John LaClair, P.E., Airport Engineer*

PURPOSE OF REQUEST:

Selection: *Authorization to Select Professional Services Contract 999-I for Construction Inspection for the New Parking Garage with Creighton Manning, LLP (Construction Inspection)*

CONTRACT AMOUNT:

Base Amount: *NA*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2263

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0%* **State** 52%* **Airport** 48%*
Term of Funding: 2019-2020
Grant No.: *N/A* **STATE PIN:** N/A

JUSTIFICATION:

Request to negotiate a Professional Service agreement with Creighton Manning LLP, of Albany, NY. They were scored the highest by the evaluation committee for the RFP sent out, for the Project 999-I. The project includes onsite construction inspection and record keeping, material testing and Special Inspections per Albany County Building Codes.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES ✓ NA

BACK-UP MATERIAL: *RFP Legal notice*

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSAL**

Sealed proposals are hereby requested by the Albany County Airport Authority for **Contract No. 999-I for Construction Inspection Services at Albany International Airport. at Albany International Airport.** DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on December 27, 2018, by visiting www.bidnetdirect.com//albany-county-airport-authority or at THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE by making a non-refundable payment, either by check or money order made payable to the Albany County Airport Authority, in the amount of \$20.00. No proposal shall be considered unless the organization making the proposal has first obtained a copy of the RFP from the Albany County Airport Authority Purchasing Office. In accordance with Article 15A of the Executive Law, this project includes a combined goal of fifteen percent (15%) for Minority Owned Business Enterprise Participation and Woman Owned Business Enterprise Participation combined. Certified MWBEs can be found at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. This project includes goals of six percent (6%) for Service Disabled Veteran Owned Businesses (SDVOB). In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/Proposer during the procurement process. An Offerer/proposer is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement 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 Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/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 Offerer/proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>. Each proposal must be prepared and submitted in accordance with the Instructions to Proposers. Only those proposals in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, ADMINISTRATION BUILDING, ROOM 204, SECOND FLOOR, ALBANY, NEW YORK 12211 available to acknowledge at **1:00 P.M. (EST) January 8, 2019**, shall be considered. Proposals shall be verbally acknowledged at such time in the Albany County Airport Authority Conference Room, Administration Building, Second Floor, Room 202, Albany, New York. All interested parties may attend. MWBE/SDVOB RESPONSES ARE ENCOURAGED.

Kathryn Kane

From: Bobbi Matthews
Sent: Friday, January 18, 2019 8:29 AM
To: John LaClair; John A. O'Donnell; Steve Iachetta
Cc: Kathryn Kane
Subject: Evaluation / Construction Inspection

Evaluation Committee for Contract # 991-I:
John O'Donnell
John LaClair
Steve Iachetta

Highest Possible Evaluation Score: 300

Evaluation Scoring Results are as follows:

Creighton Manning Engineering:	286
CT Male Associates:	264

The proposal receiving the highest evaluation score is CREIGHTON MANNING ENGINEERING, LLP.

*Bobbi Matthews
Purchasing Agent
Albany County Airport Authority
Administration Building, Suite 204
Albany, NY 12211
Phone: (518)242-2213
Fax: (518)242-2640*

AGENDA ITEM NO. 1.5

**Professional Service Contract:
Authorization to Award Professional Services
Contract 999-I for Construction Inspection for the
New Parking Garage and Terminal Amenities with
Creighton Manning, LLP**

AGENDA ITEM NO: 1.5
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
02/08/2019

DEPARTMENT: *Planning and Engineering*

Contact Person: *John LaClair, P.E., Airport Engineer*

PURPOSE OF REQUEST:

Professional Service Contract: *Authorization to Award Professional Services Contract 999-I for Construction Inspection for the New Parking Garage and Terminal Amenities with Creighton Manning, LLP*

CONTRACT AMOUNT:

Base Amount: *\$400,000.00 (Based on time sheets as authorized by the ACAA.)*

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2263

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0%* State 52%* Airport 48%*
Term of Funding: 2019-2020
Grant No.: N/A State PIN: N/A

JUSTIFICATION:

Request to award a Professional Service agreement with Creighton Manning LLP, of Albany, NY. They were scored the highest by the evaluation committee for the RFP sent out, for the Project 999-I. The project includes onsite construction inspection and record keeping, material testing and Special Inspections per Albany County Building Codes. They will provide full time onsite construction inspection and daily reporting in accordance with NYSDOT Grant requirements.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.5
MEETING DATE: February 8, 2019

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES NA _____

BACK-UP MATERIAL:

RFP Legal notice, Scope of work and Rate Schedule

**ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR PROPOSAL**

Sealed proposals are hereby requested by the Albany County Airport Authority for **Contract No. 999-I for Construction Inspection Services at Albany International Airport. at Albany International Airport.** DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on December 27, 2018, by visiting www.bidnetdirect.com//albany-county-airport-authority or at THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE by making a non-refundable payment, either by check or money order made payable to the Albany County Airport Authority, in the amount of \$20.00. No proposal shall be considered unless the organization making the proposal has first obtained a copy of the RFP from the Albany County Airport Authority Purchasing Office. In accordance with Article 15A of the Executive Law, this project includes a combined goal of fifteen percent (15%) for Minority Owned Business Enterprise Participation and Woman Owned Business Enterprise Participation combined. Certified MWBEs can be found at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. This project includes goals of six percent (6%) for Service Disabled Veteran Owned Businesses (SDVOB). In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/Proposer during the procurement process. An Offerer/proposer is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement 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 Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/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 Offerer/proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <http://www.ogs.state.ny.us/aboutOgs/regulations/defaultAdvisoryCouncil.html>. Each proposal must be prepared and submitted in accordance with the Instructions to Proposers. Only those proposals in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, ADMINISTRATION BUILDING, ROOM 204, SECOND FLOOR, ALBANY, NEW YORK 12211 available to acknowledge at **1:00 P.M. (EST) January 8, 2019**, shall be considered. Proposals shall be verbally acknowledged at such time in the Albany County Airport Authority Conference Room, Administration Building, Second Floor, Room 202, Albany, New York. All interested parties may attend. MWBE/SDVOB RESPONSES ARE ENCOURAGED.

February 4, 2019

Mr. John LaClair, P.E., G.G.P.
Albany County Airport Authority
Albany International Airport
Administration Building, Suite 200
Albany, New York 12211-1057

via e-mail: jlaclair@albanyairport.com

RE: Construction Inspection Services – Contract No. 999-I

Dear Mr. LaClair:

Under Cover of this letter please find our revised Attachment C to reflect the changes requested by the Albany County Airport Authority.

Creighton Manning is very exhilarated to work with the Airport Authority to deliver this high profile project. We are excited about this opportunity to provide construction inspection services to you and committing the necessary resources to deliver a quality project. If you have any questions regarding our revised submission, please do not hesitate to contact me at (518) 689-1816.

Respectfully submitted,
Creighton Manning Engineering, LLP

A handwritten signature in black ink, which appears to read "Edward V. Woods FOR EVW".

Edward V. Woods, P.E.
Managing Partner

**Attachment C
Summary of Costs**

Creighton Manning Engineering, LLP

**Construction Inspection Services - Contract No. 999-1
Albany County Airport Authority**

		.121	.221	.222	.321	
		(Design)	(ROW Incidentals)	(ROW Acquisition)	(Construction Inspection)	Total
Item I, Direct Technical Salaries (estimated) (subject to audit)	Office	\$ -			\$ 23,531	\$ 23,531
	Field	\$ -			\$ 170,762	\$ 170,762
						\$ 194,293
Item IB, Direct Technical Salaries Premium Portion of Overtime (estimated) (subject to audit)		\$ -			\$ 9,487	\$ 9,487
Item II, Direct Non-Salary Cost (estimated) (subject to audit)		\$ -			\$ 9,714	\$ 9,714
Item II, Direct Non-Salary Cost (estimated) (Sub-Contractor Cost) (subject to audit)		\$ -			\$ -	\$ -
Materials Testing		\$ -				
Item IV, Overhead (estimated) (subject to audit)	Office (126%)	\$ -			\$ 29,649	\$ 29,649
	Field (119%)	\$ -			\$ 203,207	\$ 203,207
						\$ 232,856
Item V, Fixed Fee (negotiated)		\$ -			\$ 66,224	\$ 66,224
Item II, Direct Non-Salary Cost (estimated) (Sub-Consultant Cost) (subject to audit)		\$ -	\$ -	\$ -	\$ 255,000	\$ 255,000
Ryan Biggs Clark Davis Engineering		\$ 155,000.00				
QCQA Testing Labs (SDVOSB)		\$ 100,000.00				
ITEM VI - Maximum Amount Payable		\$ -	\$ -	\$ -	\$ 767,574	\$ 767,574

**Attachment C
Staffing Table
Creighton Manning Engineering, LLP
Construction Inspection/Support Staffing Table**

**Construction Inspection Services - Contract No. 999-1
Albany County Airport Authority**

JOB TITLE	ASCE (A) OR NICET (N) GRADE		Construction Support	Construction Inspection			TOTAL HOURS THIS SHEET	2019 Rates	TOTAL DIRECT LABOR THIS SHEET
			8000	9000					
Engineer VIII	VIII	(A)					0	\$ 76.00	\$ -
Engineer VII	VII	(A)					0	\$ 67.17	\$ -
Engineer VI	VI	(A)	208				208	\$ 67.17	\$ 13,971.36
Engineer V	V	(A)					0	\$ 58.90	\$ -
Engineer IV	IV	(A)					0	\$ 46.20	\$ -
Engineer III	III	(A)					0	\$ 39.29	\$ -
Engineer II	II/I	(A)					0	\$ 31.91	\$ -
Sr. Planner	V	(A)					0	\$ 54.75	\$ -
Planner	III	(A)					0	\$ 42.56	\$ -
Planner II	II/I	(A)					0	\$ 29.06	\$ -
Principal Engineering Tech IV	IV	(N)					0	\$ 55.99	\$ -
Engineering Technician IV	IV	(N)	208				208	\$ 43.93	\$ 9,137.44
Engineering Technician III	III	(N)					0	\$ 37.73	\$ -
Engineering Technician II	II	(N)					0	\$ 32.51	\$ -
Engineering Technician I	I	(N)					0	\$ 21.13	\$ -
Principal Surveyor IV	IV	(N)					0	\$ 55.99	\$ -
Land Surveyor III	III	(N)					0	\$ 42.83	\$ -
Survey Crew Chief II (Office)	II	(N)					0	\$ 30.55	\$ -
Instrument Person (Office)	II	(N)					0	\$ 30.55	\$ -
Survey Crew Chief (Field)	II	(N)					0	\$ 30.55	\$ -
Instrument Person (Field)	I	(N)					0	\$ 26.04	\$ -
Instrument Person (Office)	I	(N)					0	\$ 26.04	\$ -
Instrument Person (Field)	II	(N)					0	\$ 30.55	\$ -
Inspector IV	IV	(A)		2484			2484	\$ 56.58	\$ 140,544.72
Inspector IV	IV	(N)					0	\$ 51.02	\$ -
Inspector III	III	(A)					0	\$ 40.72	\$ -
Inspector III	III	(N)		756			756	\$ 39.97	\$ 30,217.32
Inspector II	II	(N)					0	\$ 28.79	\$ -
Technical Typist	N/A	N/A	12				12	\$ 35.18	\$ 422.16
TOTAL			428	3240	0	0	3668		\$ 194,293.00

**Attachment C
Salary Schedule**

Creighton Manning Engineering, LLP

**Construction Inspection Services - Contract No. 999-1
Albany County Airport Authority**

Job Title	ASCE (A)	Average Hourly Rates				Maximum Hourly Rate			Overtime Category
	OR NICET (N) GRADE	Present 2019	Projected 2020	Projected 2021	Contract Midpoint	2018	2019	2020	
Engineer VIII	VIII (A)	\$ 76.00	\$ 76.00	\$ 73.50	\$ 76.00	\$ 74.50	\$ 76.00	\$ 76.00	A
Engineer VII	VII (A)	\$ 67.17	\$ 69.52	\$ 71.95	\$ 67.17	\$ 64.90	\$ 67.50	\$ 70.20	A
Engineer VI	VI (A)	\$ 67.17	\$ 69.52	\$ 71.95	\$ 67.17	\$ 64.90	\$ 67.50	\$ 70.20	A
Engineer V	V (A)	\$ 58.90	\$ 60.96	\$ 63.09	\$ 58.90	\$ 60.10	\$ 62.50	\$ 65.00	A
Engineer IV	IV (A)	\$ 46.20	\$ 47.82	\$ 49.49	\$ 46.20	\$ 49.23	\$ 51.20	\$ 53.25	B
Engineer III	III (A)	\$ 39.29	\$ 40.67	\$ 42.09	\$ 39.29	\$ 43.70	\$ 45.45	\$ 47.27	B
Engineer II	II/I (A)	\$ 31.91	\$ 33.03	\$ 34.19	\$ 31.91	\$ 37.14	\$ 38.63	\$ 40.18	B
Sr. Planner	V (A)	\$ 54.75	\$ 56.67	\$ 58.65	\$ 54.75	\$ 52.90	\$ 55.02	\$ 57.22	B
Planner	III (A)	\$ 42.56	\$ 44.05	\$ 45.59	\$ 42.56	\$ 41.12	\$ 42.76	\$ 44.47	B
Planner II	II/I (A)	\$ 29.06	\$ 30.08	\$ 31.13	\$ 29.06	\$ 28.08	\$ 29.20	\$ 30.37	B
Principal Engineering Tech IV	IV (N)	\$ 55.99	\$ 57.95	\$ 59.98	\$ 55.99	\$ 54.10	\$ 56.26	\$ 58.51	B
Engineering Technician IV	IV (N)	\$ 43.93	\$ 45.47	\$ 47.06	\$ 43.93	\$ 42.44	\$ 44.14	\$ 45.91	B
Engineering Technician III	III (N)	\$ 37.73	\$ 39.05	\$ 40.42	\$ 37.73	\$ 41.52	\$ 43.18	\$ 44.91	B
Engineering Technician II	II (N)	\$ 32.51	\$ 33.65	\$ 34.83	\$ 32.51	\$ 36.04	\$ 37.48	\$ 38.98	B
Engineering Technician I	I (N)	\$ 21.13	\$ 21.87	\$ 22.64	\$ 21.13	\$ 20.42	\$ 21.24	\$ 22.09	C
Principal Surveyor IV	IV (N)	\$ 55.99	\$ 57.95	\$ 59.98	\$ 55.99	\$ 54.10	\$ 56.26	\$ 58.51	B
Land Surveyor III	III (N)	\$ 42.83	\$ 44.33	\$ 45.88	\$ 42.83	\$ 41.38	\$ 43.04	\$ 44.76	B
Survey Crew Chief II (Office)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Instrument Person (Office)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Survey Crew Chief (Field)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Instrument Person (Field)	I (N)	\$ 26.04	\$ 26.95	\$ 27.89	\$ 26.04	\$ 25.16	\$ 26.17	\$ 27.22	C
Instrument Person (Office)	I (N)	\$ 26.04	\$ 26.95	\$ 27.89	\$ 26.04	\$ 25.16	\$ 26.17	\$ 27.22	C
Instrument Person (Field)	II (N)	\$ 30.55	\$ 31.62	\$ 32.73	\$ 30.55	\$ 29.52	\$ 30.70	\$ 31.93	C
Inspector IV	IV (A)	\$ 56.58	\$ 58.56	\$ 60.61	\$ 56.58	\$ 60.10	\$ 62.50	\$ 65.00	C
Inspector IV	IV (N)	\$ 51.02	\$ 52.81	\$ 54.66	\$ 51.02	\$ 51.36	\$ 53.41	\$ 55.55	C
Inspector III	III (A)	\$ 40.72	\$ 42.15	\$ 43.63	\$ 40.72	\$ 40.66	\$ 42.29	\$ 43.98	C
Inspector III	III (N)	\$ 39.97	\$ 41.37	\$ 42.82	\$ 39.97	\$ 41.94	\$ 43.62	\$ 45.36	C
Inspector II	II (N)	\$ 28.79	\$ 29.80	\$ 30.84	\$ 28.79	\$ 30.90	\$ 32.14	\$ 33.43	C
Technical Typist	N/A N/A	\$ 35.18	\$ 36.41	\$ 37.68	\$ 35.18	\$ 43.28	\$ 45.01	\$ 46.81	C

NOTES

Hourly rates shall not exceed those shown above or the current NYSDOT Maximum Allowable.

OVERTIME POLICY

Category A - No overtime compensation.

Category B - Overtime compensated at straight time rate.

Category C - Overtime compensated at straight time rate x 1.50.

Overtime applies to hours worked in excess of the normal working hours of 40 hours per week.

Prevailing Wage Rates - The difference between the required prevailing wage rate and the normal hourly rate is considered a direct cost:

Warren County

		Prevailing Rate	Contract Mid-Point Rate	Difference	Payroll Additive	Total
Party/Survey Crew Chief (Field)	II (N)	\$ 36.53	\$ 56.58	\$ -	\$ -	\$ -
Instrument Person/Rod Person (Field)	I/II (N)	\$ 24.46	\$ 51.02	\$ -	\$ -	\$ -

Supplemental Benefits are also considered direct costs. The net benefit is the difference between required amounts and deductions made through existing plans (overhead):

Warren County

		Prevailing Benefit	Normal Rate	Difference (Net)	Wage Adjustment	Payroll Additive	Total
Party/Survey Crew Chief (Field)	II (N)	\$ 23.75	\$ 3.80	\$ 19.95	\$ -	\$ -	\$ 19.95
Instrument Person/Rod Person (Field)	I/II (N)	\$ 23.75	\$ 3.16	\$ 20.59	\$ -	\$ -	\$ 20.59

Construction Inspection Hours Work Up
Creighton Manning Engineering, LLP
Construction Inspection Services - Contract No. 999-1
Albany County Airport Authority

JOB TITLE	ASCE (A) OR NICET (N) GRADE	Total CI Field Hours			Total Construction Inspection Labor		
		Std Hrs	OT Hrs	Total Hrs	2019 Rates	Standard Hours Direct Labor	Overtime Premium
Engineer VI	VI (A)	208	0	208	\$ 67.17	\$ 13,971.36	\$ -
Engineering Technician IV	IV (N)	208	0	208	\$ 43.93	\$ 9,137.44	\$ -
Inspector IV	IV (A)	2208	276	2484	\$ 56.58	\$ 140,544.72	\$ 7,808.04
Inspector III	III (N)	672	84	756	\$ 39.97	\$ 30,217.32	\$ 1,678.74
TOTAL		3296	360	3656	\$	\$ 193,870.84	\$ 9,486.78



STANDARD HOURLY RATES

Ryan Biggs | Clark Davis' current rates are as follows:

<u>Personnel</u>	<u>Hourly Rates</u>
Principal/Principal Consultant	\$225
Principal Associate	200
Senior Associate	175
Associate	160
Senior Engineer	140
Chief Surveyor	130
Professional/Restoration Engineer	120
Design Engineer II	110
Design Engineer I/Technician	100
Senior CADD	90
CADD	80
Non-Technical	55

After 6 months, the hourly rates may increase at the discretion of Ryan Biggs | Clark Davis and may increase annually thereafter.

Ryan Biggs | Clark Davis proposes an hourly not-to-exceed fee of \$214,000 to provide field inspection services throughout the project construction period. The fee is based on an estimated average of 2 days in the field per week plus additional time for correspondence and Field Observation Reports (to be provided following each site visit). We understand the construction period to span approximately 72 weeks, beginning in February 2019 and ending in June 2020. The project will be managed by an Associate Level Engineer and field work will be shared between the Associate Engineer and at least two staff at the Professional Engineer and Design Engineer levels.



UNIT RATE FEE SCHEDULE ALBANY INTERNATIONAL AIRPORT CONTRACT NO. 999-CI

Field Testing/Inspection Services:

Professional Engineer, P.E.....	\$380.00/half day \$660.00/full day \$120.00/hr. Office/OT
Plant Inspector (HMA, Precast, Ready Mix).....	\$260.00/half day \$500.00/full day \$ 78.00/Hr. Overtime
Senior Engineering Technician.....	\$200.00/half day \$390.00/full day \$ 59.00/Hr. Overtime
Engineering Technician	\$170.00/half day \$330.00/full day \$ 50.00/Hr. Overtime
Structural Steel Inspector, C.W.I/NDT Level II.....	\$340.00/half day \$660.00/full day \$105.00/Hr. Overtime
Trip Charge	\$ 70.00/trip
Sample Pick-up Only	\$ 70.00/trip
Nuclear Density Gauge	\$ 55.00/day
Ultrasonic Test Equipment	\$ 75.00/day
Magnetic Particle Test Equipment.....	\$ 50.00/day
Asphalt/Concrete Coring Equipment.....	\$150.00/day
Fireproofing Bulk Density Test	\$ 35.00/test
Fireproofing Adhesion/Cohesion Test.....	\$ 50.00/test
Dry Film Thickness Test Equipment.....	\$ 75.00/day
Fluid-Applied Membrane Adhesion Test	\$100.00/test
Anchor Bolt Pull-Test Equipment	\$150.00/day

Laboratory Testing Services:

Grain Size Analysis.....	\$ 50.00/each
Modified Proctor Test.....	\$110.00/each
Compressive Strength of Concrete Cylinders.....	\$ 11.00/each
Compressive Strength of Grout Cubes	\$ 11.00/each

Albany International Airport
Contract No. 999-CI

Notes: Unit rates for field personnel shall apply for time on site only. Half day rates shall apply for any time on site up to 4 hours per day. Full day rates shall apply for any time on site over 4 hours up to 8 hours per day. Hourly overtime rates shall apply for any time on site in excess of 8 hours per day. Field work on Saturdays shall be invoiced at 1.3 times the regular half day/full day unit rates. Field work on Sundays and/or Holidays shall be invoiced at 1.5 times the regular half day/full day unit rates. Unit Rates include all overhead, administrative and reporting costs.

AGENDA ITEM NO. 1.6

**Contract No. 989-SF – Parking
Garage Site Work and Foundations**

TO BE HANDED OUT AT MEETING

AGENDA ITEM NO: 1.6
HAND-OUT
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
contingent upon pre-
award submittals.
02-08-2019

DEPARTMENT:

Contact Person: *John A. O'Donnell, Chief Executive Officer*

PURPOSE OF REQUEST:

Construction: *Contract No. 989-SF: Parking Garage Site Work and Foundations*

CONTRACT AMOUNT:

Total Contract Amount: *\$8,821,000*
Contingent on Pre-Award
Submittal Compliance

BUDGET INFORMATION:

Anticipated in Current Capital Plan: Yes J No NA
Funding Account No: CPN 2261

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0% State 55% +/- Airport 45% +/-
Term of Funding: 2018-2020
Grant No. NA; NYS DOT PIN – 1A00.97

JUSTIFICATION:

This project will provide the deep foundations, pile caps and utility relocations for the new 1,000 car parking garage. This is the second phase of a three phase project. Previously, the Precast Concrete work was bid and awarded at \$10,400,000. The third phase is for the General Construction and the estimate for this work is \$10.8 million. Based upon the bids received and the estimated value of the last phase, the total construction estimate is valued in the range of \$30 million. Adding in the design consultant costs, construction manager, inspection services, change order contingency and parking and revenue control equipment, the complete project is totaling about \$35 million. This is in the range of the original budget for the new garage.

Authorization is requested for award of Contract 989-SF Parking Garage Site Work and Foundations to the qualified low bidder LeChase Construction Services, LLC contingent on satisfying completion of the pre-award submittals. In the event that the low bidder cannot fulfill the requirements of the pre-award submittals, the CEO shall be authorized to award to the second low bidder, D.A. Collins Construction.

AGENDA ITEM NO: 1.6
HAND-OUT
MEETING DATE: February 8, 2019

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES NA

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes NA

BACK-UP MATERIAL:

Please refer to the Notice to Bidders and Certified Bid Tabulation.

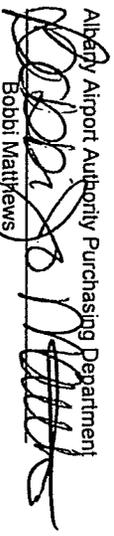
ALBANY COUNTY AIRPORT AUTHORITY
INVITATION FOR BID

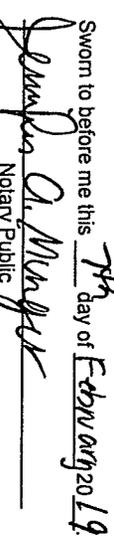
Sealed bids are hereby requested by the Albany County Airport Authority for **Contract No. 989-SF for Parking Garage Site Work and Foundations at Albany International Airport**. This new parking garage will provide 1,050 spaces and will feature a heated pedestrian walkway linking the existing terminal to the new parking garage with direct entry on the third level from Airport Terminal Drive. The scope of this contract will include the removal of abandoned utilities and relocation of existing utilities, relocation of Jetway Drive, site preparation for the foundation systems, foundation systems (driven piles and concrete caps/ grade beams) for the parking area, and pedestrian bridge. DOCUMENTS MAY BE OBTAINED beginning at 10:00 AM on **January 17, 2019**, from Bid Net Direct by visiting www.bidnetdirect.com//albany-county-airport-authority or AT THE ALBANY COUNTY AIRPORT AUTHORITY PURCHASING OFFICE for a non-refundable fee of \$75.00. No bid shall be considered unless the organization making the bid has first obtained a copy of the IFB. In accordance with Article 15A of the Executive Law, this project includes a combined Minority Owned Business Enterprise Participation and Woman Owned Business Enterprise Participation goal of fifteen percent (15%). Certified MWBEs can be found at <https://ny.newnycontracts.com/FrontEnd/ VendorSearchPublic.asp>. In accordance with State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the Airport Authority and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit offers by this solicitation through final award and approval of the Procurement 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 Bobbi Matthews, Purchasing Agent. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder 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 Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found by request to the designated staff and the New York State Office of General Services Advisory Council on Procurement Lobbying Web site at: <https://www.ogs.ny.gov/acpl/>. A non-mandatory pre-bid meeting will be held on **January 28, 2019 at 10:00 A.M.** in the Albany County Airport Authority Conference Room, located in the Administration Building, Second Floor at Albany International Airport. Only those bids in the hands of the ALBANY COUNTY AIRPORT AUTHORITY, PURCHASING OFFICE, ADMINISTRATION BUILDING, ROOM 204, SECOND FLOOR, ALBANY, NEW YORK 12211 available to read at **2:00 P.M. (EST) February 7, 2019**, shall be considered. Bids shall be opened read aloud at such time in the Albany County Airport Authority Conference Room, Administration Building, Second Floor, Room 202, Albany, New York. All interested parties may attend. MWBE/SDVOB RESPONSES ARE ENCOURAGED.

CONTRACT #989-SF
Parking Garage Site Work and Foundations

Company Name	LeChase	James H. Maloy	Statewide Civil, LLC	DA Collins Construction
Addendum #1	X	X	X	X
Addendum #2	X	X	X	X
Addendum #3	X	X	X	X
Lump Sum Bid	\$8,821,000.00	\$9,298,000.00	\$13,950,000.00	\$9,242,000.00
Alternate Add	\$162,000.00	\$85,000.00	\$200,000.00	\$140,500.00
Bid Bond	5%	5%	5%	5%
Board of Directors	X	X	X	X
Non-Collusion	X	X	X	X
Qualification Questionaire	X	X	X	X
Acknowledgment	X	X	X	X

I, Bobbi Matthews, certify that this bid tabulation is a true copy of the prices submitted by each bidder for the construction project shown above.

Albany Airport Authority Purchasing Department

 Bobbi Matthews
 Purchasing Agent

Sworn to before me this 7th day of February 2019

 Jennifer A. Munger
 Notary Public

JENNIFER A. MUNGER
 Notary Public, State of New York
 No. 01MU6246332
 Qualified in Schenectady County
 Commission Expires Aug. 08, 20 19

AGENDA ITEM NO. 1.7

**Professional Service:
Authorization for Professional Services
Contract S-1005 for consulting services with
Raymond W. Casey for two years 2019 and 2020.**

AGENDA ITEM NO: 1.7
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
02/08/2019

DEPARTMENT:

Contact Person: *John A. O'Donnell, Chief Executive Officer*

PURPOSE OF REQUEST:

Professional Service: *Authorization for Professional Services Contract S-1005 for consulting services with Raymond W. Casey for two years 2019 and 2020.*

CONTRACT AMOUNT:

Not to Exceed: \$50,000

AWARD CONDITIONS MET:

Apprenticeship N/A DBE N/A MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

BUDGET INFORMATION:

Anticipated in Current ALB Capital Plan: Yes ✓ No NA
Funding Account No.: CPN 2242

AWARD CONDITIONS MET:

Apprenticeship N/A DBE N/A MWBE N/A

Service Disable Veteran Owned Business (SDVOB) N/A

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal 0%* State 0%* Airport 100%*
Term of Funding: 2019-2020
Grant No.: N/A State PIN: N/A

AGENDA ITEM NO: 1.7
MEETING DATE: February 8, 2019

JUSTIFICATION:

Authorization is requested for the award of a Professional Service Contract with Raymond W. Casey in the amount not-to-exceed \$50,000.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES ✓ NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. YES ✓ NA _____

BACK-UP MATERIAL:

Proposed Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE**

**ALBANY COUNTY AIRPORT AUTHORITY
AND
RAYMOND W. CASEY**

FOR

MANAGEMENT CONSULTANT

AT THE ALBANY INTERNATIONAL AIRPORT

CONTRACT NO. S-1005

THIS AGREEMENT is made and entered into effective the ____ day of January 2019, by and between the **ALBANY COUNTY AIRPORT AUTHORITY** (the "Authority"), a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities Law, having offices at the Administration Building, Room 200, Albany International Airport, Albany, NY, 12211 and **Raymond W. Casey** (the "Consultant"), **an individual** having his office and principal place of business at 8 Balsam Way, Clifton Park, New York 12065.

R E C I T A L S

1. The County of Albany (the "County") is the owner of the Albany International Airport (the "Airport"), located in the Town of Colonie, County of Albany, State of New York.

2. The County and the Authority have entered into an Airport Lease Agreement, effective as of May 16, 1996, for a term expiring December 31, 2049, whereby the AUTHORITY has the exclusive right to operate, maintain and improve the Airport and do anything else permitted by law, subject only to the restrictions and conditions stated in such Airport Lease Agreement and in accordance with applicable law.

3. The Consultant has experience, training and knowledge to render management consultant services to the Authority.

4. The Authority has negotiated a scope of work with the Consultant as described herein in Exhibit "1".

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

ARTICLE I - SERVICES TO BE PERFORMED

The Consultant shall perform the services hereinafter set forth under Article II, entitled "Scope of Work" during the period from execution of this Agreement until completion of the work, as described in Article XIII, hereof.

ARTICLE II - SCOPE OF WORK

The Authority agrees to and hereby does retain and employ the service of the Consultant because of his ability and reputation, and the Consultant agrees to perform such service as follows: Consultant agrees to perform, at all times faithfully, industriously, and to the best of his ability, experience, and talent, management services that may be required of and from him pursuant to the express and implicit terms of this agreement, to the reasonable satisfaction of the Authority. A detailed scope of work is set forth in Exhibit 1. Such duties shall be rendered at the office located at AARF Building - Second Floor, Albany, New York, 12211, and at such other places as the Authority shall in good faith require or as the interests, needs, business, and opportunities of the Authority shall require or make advisable, including his home office or elsewhere by electronic mail, fax, overnight mail, phone or otherwise.

ARTICLE III – FEES-TERM

In consideration of the terms and obligations of this Agreement, the Authority agrees to pay and the Consultant agrees to accept as full compensation for all management consulting services rendered under this Agreement those costs for work actually performed at the rate of \$125.00 per hour.

Consultant's fees in the aggregate shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000) per year.

Payment of fees shall be made upon proper completion of a Claim Form by the Consultant. The Claim Form is set forth at the end of Schedule "A", Claim Form. Payment by the Authority to the Consultant shall be due and payable within thirty (30) days of receipt of a complete, accurate and acceptable Claim Form by the Authority.

The term of this contract is for one (1) year commencing on January 1, 2019 and may be extended for three one-year increments if approved in writing by both the Authority and the Consultant.

ARTICLE IV - AVAILABLE DATA

All technical or other data relative to the work in the possession of the Authority or in possession of the Consultant shall be made available to either party without expense.

ARTICLE V - COOPERATION

The Consultant shall cooperate with representatives, agents and employees of the Authority and the Authority shall cooperate with the Consultant to the end that work may proceed expeditiously and economically.

ARTICLE VI - EXTRA WORK

If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Consultant shall promptly notify the Authority in writing of the fact. The Authority shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes Extra Work. In the event that the Authority determines in writing that such work does constitute Extra Work, it shall provide extra compensation to the Consultant on a negotiated basis.

ARTICLE VII - ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Consultant, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the Authority upon request. Such records shall be accessible to the Authority for a period of six (6) years following the date of final payment by the Authority to the Consultant for the performance of the work contemplated herein.

ARTICLE VIII - ASSIGNMENTS

The Consultant specifically agrees that the Consultant is prohibited from assigning, transferring, conveying, sub-contracting, or otherwise disposing of this Agreement, or of Consultant's right, title or interest therein without the previous consent, in writing, of the Authority.

ARTICLE IX - OWNERSHIP OF MATERIALS

All rights, titles and ownership in and to all materials prepared under the provision of this Agreement shall be in the Authority including the right of republication.

ARTICLE X - INDEPENDENT CONTRACTOR

The Consultant, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be an agent, employee, or otherwise of the Authority by reason hereof, and that it will not, by reason hereof, make for itself, its representatives, or employees, any claim, demand or application to or for any right or privilege applicable to an agent, employee, or otherwise of the Authority, including, but not limited to Workman's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, or Retirement membership or credit.

ARTICLE XI - INDEMNIFICATION

The Consultant shall indemnify and save harmless the Authority, its employees and agents, including the County of Albany, the Federal Aviation Administration and the State of New York, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any negligent act or omission or intentional act of the Consultant, to the extent of their responsibility for such claims, damages, losses and expenses, to the fullest extent as permitted by law.

ARTICLE XII – [INTENTIONALLY OMITTED]

ARTICLE XIII - TERMINATION OF CONTRACT

The Parties agree that the service set forth under Article II - "Scope of Work" of this Agreement shall commence upon execution of the Agreement and will continue in effect until completed.

The Authority and the Consultant shall each have the right at any time to terminate this Agreement, provided that thirty (30) days written notice of such termination is given in advance by the party terminating the contract. In the event this Agreement is terminated, the Consultant shall be entitled to full compensation, as allowed for herein, for all work previously authorized and performed pursuant to this Agreement.

ARTICLE XIV - DELIVERY OF RECORDS

In the event of the termination of this Agreement, as provided in ARTICLE XIII, hereof, all data and records pertaining to the Agreement shall be delivered within twenty (20) days to the Authority or its duly authorized representative. In case of failure of the Consultant to make such delivery on demand, then and in that event, the Consultant shall be liable to the Authority for any damages it may sustain by reason thereof.

ARTICLE XV - DISSOLUTION

In the event of dissolution of the Consultant during the existence of this Agreement, the Consultant shall give thirty (30) days notice in writing to the Authority in advance of such dissolution.

ARTICLE XVI – [INTENTIONALLY OMITTED]

ARTICLE XVII - NON-DISCRIMINATION REQUIREMENT

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant agrees that it shall not, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person 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 Agreement.

ARTICLE XVIII - NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the Authority for payment, the Authority will immediately notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the Authority of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XIX - APPLICABLE LAW

This Agreement shall be construed for all purposes under the laws of the State of New York. Any litigation pursuant to this Agreement shall be in the Supreme Court of the State of New York in the County of Albany.

ARTICLE XX - NOTICE

All notices and documents required to be given or made by the Consultant pursuant to this Agreement shall be given or made to:

Albany County Airport Authority
Chief Executive Officer
Albany International Airport
Administration Bldg. Room 200
Albany, New York 12211

All notices and documents to be given or made by the Authority pursuant to this Agreement shall be given or made to:

Raymond W. Casey
8 Balsam Way
Clifton Park, New York 12065

ARTICLE XXI - INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either Authority or Consultant in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Authority, acting by and through the Chief Executive Officer of the Authority, and the Consultant, by and through a duly authorized officer has executed this Agreement effective the day and year first above written.

ALBANY COUNTY AIRPORT AUTHORITY

BY: _____
Rev. Kenneth J. Doyle
Chairman

RAYMOND W. CASEY

BY: _____

EXHIBIT 1

SCOPE OF SERVICES---MANAGEMENT CONSULTANT

- a. Consult with the Authority on contract and procurement matters, assuring that appropriate best practice is followed, that scopes of work are clearly written, that documentation is developed to sustain the selections made.
- b. Represent the Authority in real property acquisition efforts and leases in support of economic development initiatives including FAA mandates for the runway protection zone. This may entail negotiating with property owners, tenants, real estate appraisers, and relocation consultants.
- c. Assist the executive staff in oversight of contractors, ensuring that services are provided in accordance with contract requirements and that disagreements and disputes are resolved in a timely basis.
- d. Assist the Authority in matters dealing with personnel management, including provision of advice on civil service employment matters.
- e. Assist CEO in developing appropriate briefing materials and justifications for action items to be considered by the ACAA Board.
- f. Assist the Authority in its economic development activities to expand employment opportunities at the airport and adjacent property, to improve the business impact of the airport on the capital district, and to enhance airport revenues to the maximum extent practical.
- g. Provide independent research on airport concerns assigned by the CEO, contacting other airport, transportation, business and government officials to collect information and report to the Authority on findings.
- h. Serve as consultant on other matters as may from time to time be assigned by the Authority's CEO.

SCHEDULE "A"

CLAIM FORM

AGENDA ITEM NO. 1.8

**Enter into a contract with Public
Resources Advisory Group.**

AGENDA ITEM NO: 1.8
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

ACAA Approved
02/08/2019

DEPARTMENT: *Finance*

Contact Person: *William J. O'Reilly, Chief Financial Officer*

PURPOSE OF REQUEST:

Enter into a contract with Public Resources Advisory Group.

CONTRACT AMOUNT:

Base Amount: *Fees are based upon based upon services which vary with
finance transaction opportunities.*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes No NA

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal State Airport NA

JUSTIFICATION:

The Authority contemplates entering the financial markets in the near term to take advantage of refunding opportunities and may issue additional financing.

Rules issued by the Securities Exchange Commission in respect to "Municipal Advisors" make it necessary for issuers of Municipal Securities to have a "Financial Advisory" (FA) firm of record. Public Resources Advisory Group, Inc. (PRAG) was recently awarded a competitively issued contract for FA contract for the New York Local Government Assistance Corporation (LGAC) with a term ending January 31, 2024. The contract provides for defined rates, blended rates and transaction caps. PRAG has been the Authority's FA of record since 2008. Their contract complies with provisions in New York State Law that are jointly applicable to the Authority and the LGAC.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

AGENDA ITEM NO: 1.8
MEETING DATE: February 8, 2019

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes J NA _____

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES √ NA _____

BACK-UP MATERIAL:

Please refer to the attached contract awarded by the New York Local Government Assistance Corporation.

ALBANY COUNTY AIRPORT AUTHORITY

**FINANCIAL ADVISOR AGREEMENT WITH
PUBLIC RESOURCES ADVISORY GROUP, INC.**

Contract No. – S-1004

THIS IS AN AGREEMENT ("Agreement") by and between the Albany County Airport Authority ("AUTHORITY") with offices located at Albany International Airport, Administration Building, Suite 200, Albany, New York 12211-1057 and Public Resources Advisory Group, Inc. ("PRAG"), a corporation organized under the laws of the State of New York with offices located at 39 Broadway, Suite 1210, New York, New York 10006.

WITNESSETH:

WHEREAS, AUTHORITY has determined that it requires financial advisory assistance in the areas of its debt management practices and appraisals of various debt management proposals; and

WHEREAS, after the competitive solicitation and evaluation of proposals for the performance of such services, Office of the New York State Comptroller ("OSC") has determined that principals of PRAG, a financial advisory firm, possess the expertise necessary to advise the New York Local Government Assistance Corporation in these areas and has entered into a Financial Advisory Agreement with PRAG; and

WHEREAS; such solicitation and contract constitutes a Competitive Procurement Method under the AUTHORITY's Procurement Contract Guidelines; and

WHEREAS, AUTHORITY desires to retain PRAG as its Primary Financial Advisor to provide financial advisory services as hereinafter provided when requested, and PRAG agrees to perform such services; and

WHEREAS, the AUTHORITY adopted a resolution on February 8, 2019 authorizing it to enter into this Agreement;

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the parties set forth in this Agreement, the parties do hereby agree as follows:

I. **SERVICES**

(A) AUTHORITY hereby engages PRAG to perform, if requested, the services set forth hereinafter:

(i) Make recommendations for the structure, conditions and terms of the AUTHORITY's airport revenue bond refunding or other debt offerings, including, but not limited to, variable rate bonds, capital appreciation bonds, derivatives, insurance or other credit enhancements, and advise on the structuring of refunding bond escrows;

(ii) Make recommendations for specific AUTHORITY airport revenue bond offerings, including, but not limited to, options regarding timing, structure, conditions and form of each sale of refunding or other bonds;

(iii) Assist in the post-offering responsibilities for each sale of refunding or other bonds, including providing a post-transaction summary report;

(iv) Assist in the development and evaluation of requests for proposals, requests for qualifications, and other bidding documents for various services, in connection with the issuance of refunding or other debt by AUTHORITY or for the selection of other parties for broadening the AUTHORITY's airport revenue bond debt portfolio;

(v) Advise on the appropriate market conditions for bidding swaps as well as other derivative products, and conduct such bids on behalf of AUTHORITY;

(vi) Assist AUTHORITY in preparing for and participating in meetings with underwriters, investors and rating agencies;

(vii) Assist AUTHORITY in the preparation of official statements, other necessary financing documents, and in the review or writing of position papers and AUTHORITY reports, and make recommendations on investment matters and fiscal as well as debt policies;

(viii) Assist in the evaluation of bids or the negotiation of the terms with purchasers of the AUTHORITY's airport revenue bonds;

(ix) Assist in the competitive bidding of the securities or the application for SLGS for a refunding escrow or a restructured escrow, if necessary;

(x) Assist in the closing of all transactions;

(xi) Assist in the preparation of reports to the Governor, the State Legislature, the Comptroller or other parties as required by statute or as determined by AUTHORITY;

(xii) Provide other financial advisory services related to debt issuance and management as may be requested by AUTHORITY.

(B) PRAG agrees to perform its duties under this Agreement and to furnish the services and labor required in connection herewith in accordance with all the conditions, covenants and representations contained in the Agreement.

II. STAFF

(A) PRAG agrees that the services hereunder shall be performed by the following named individuals whom PRAG represents to be available for this assignment:

<u>Name</u>	<u>Title</u>
Steven Peyser	President
Monika Conley	Sr. Managing Director
Andrew Evanchik	Sr. Managing Director
Daniel Forman	Managing Director
Xum Lin	Vice President
Qian Wan	Analyst

(B) PRAG specifically represents and agrees that its officers and employees and any other person performing services hereunder on its behalf, have and possess the experience, knowledge and character necessary to qualify them individually for the particular duties to be performed hereunder.

(C) PRAG represents that the above-named individuals are available for the assignment contemplated by this Agreement and are fully capable of performing such assignment.

- (D) In the event any of the above individuals becomes unavailable, PRAG agrees to substitute a person of at least equal skill and experience who shall fulfill the same requirements as the person replaced. AUTHORITY, however, reserves the right to reject any such substitute PRAG employee deemed unsatisfactory in AUTHORITY's sole discretion. In that event, PRAG shall substitute an employee of at least equal skill and experience with AUTHORITY's prior approval. AUTHORITY reserves the right to request removal of any PRAG employee from the engagement without cause.

III. **COMPENSATION**

- (A) Compensation shall be payable only for actual hours worked. Payment shall only be made in the ordinary course of State business upon submission and approval of vouchers in the form required by Section VI of this Agreement. For services rendered pursuant to this Agreement, the AUTHORITY shall compensate PRAG at the following hourly rates (or blended hourly rate), subject to the maximum transaction fees indicated Attachment C, for the period ending February 1, 2019:
- (B) Hourly rates and maximum caps for transactions must include auxiliary costs, such as costs for telephone, telecopy and facsimile, postal and local messenger charges, Federal Express or similar delivery service, duplicating and computer analysis, but shall not include costs for travel and lodging expenses, which shall be reimbursed as provided in subparagraph (F)(i) below.
- (C) Compensation shall not be paid for non-working time spent traveling related to the engagement and should not be included in charged billable hours.
- (D) PRAG shall be paid for disbursements and expenses actually incurred by PRAG in connection with the services performed by it under this Agreement as follows:
 - (i) Travel and meals at rates paid to New York State as set forth on the website listed below, as such rates may from time to time be amended. It is specifically agreed that air travel shall be reimbursed at coach rates.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

(E) Invoices relating to services under this Agreement must be submitted on a monthly basis. Invoices for hourly financial advisory services not relating to a sale or transaction must be submitted separately from invoices for hourly services relating to a particular sale or transaction which are subject to a maximum cap. All invoices must be designated as general financial advisory services or services relating to a particular sale or transaction. All hours billed must give a detailed description of services performed. All invoices must show total hours billed on both an individual hourly rate basis and a blended hourly rate basis. For services subject to a maximum cap, the invoice must include the maximum allowed to be paid, the amount billed to date, including the amount of the current invoice, and the remaining amount allowed to be billed under the maximum cap.

IV. **CONFLICTS; REPRESENTATIONS AND WARRANTIES**

- (A) PRAG hereby represents that, as of the date of this Agreement, neither it nor any of its officers, directors, principals, affiliates or employees has any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services to be rendered under this Agreement. PRAG agrees to promptly notify AUTHORITY in writing of PRAG's retention as a financial advisor to any other entity, which retention would represent a potential source of conflict with the services required to be performed pursuant to the terms of this Agreement.
- (B) PRAG also covenants that it will promptly disclose to AUTHORITY any actual conflicts which arise as a result of its employment as financial advisor by AUTHORITY and any of the New York Entities, and any other fact or relationship of PRAG or any of its officers, directors, principals, affiliates or employees with any person or entity which would compromise or materially affect its ability to perform its duties hereunder. In any instance in which AUTHORITY, in its sole and absolute discretion, determines a conflict or potential conflict may exist, AUTHORITY may assign the performance of any such services to another financial advisory firm without the consent of PRAG.
- (C) PRAG shall be deemed to owe AUTHORITY the duty of a fiduciary in all that it does to serve the purposes and intent of this Agreement.
- (D) PRAG acknowledges that, during the term of this Agreement, it will not be permitted to participate on AUTHORITY airport revenue bond transactions as an underwriter, swap counterparty, or in other

AUTHORITY airport revenue bond activities, except as provided in this Agreement.

(E) PRAG further represents and warrants as follows:

(i) PRAG is a corporation duly organized, validly existing, and in good standing under the laws of the State of New York and has full corporate power and authority to enter into this Agreement and to carry out its obligations hereunder.

(ii) PRAG and each of its officers and employees performing services under this Agreement has completed, obtained and performed all registrations, examinations, approvals, authorizations, and consents required by any governmental authority for the acts contemplated by this Agreement and shall continue to do so for the duration of this Agreement.

(iii) PRAG currently complies with, and throughout the term of this Agreement shall continue to comply with, all applicable legal requirements.

V. **TERM AND TERMINATION**

(A) This Agreement shall be effective on February 1, 2019 and its term shall continue through January 31, 2024, subject to the provisions of Paragraph B below.

At the end of any contract term otherwise provided for herein, if a replacement contract has not yet been approved in accordance with state law, any contract awarded hereunder may be extended unilaterally by the AUTHORITY, upon notice to the contractor, at the same terms and conditions, including all contract prices, for a period of one month. Additionally, this extension may be for a period of up to three months with the concurrence of the contractor. However, any extension will terminate immediately upon approval of the replacement contract except where a period for transition of contractors has been previously provided for.

(B) AUTHORITY may terminate this Agreement without cause, upon not less than thirty (30) days prior written notice. AUTHORITY may terminate this Agreement, or terminate PRAG's services as Financial Advisor to AUTHORITY with respect to a specific matter or matters contemplated by this Agreement, immediately upon written notice to PRAG, for cause, including a determination by AUTHORITY, in its sole discretion, that (i) PRAG's performance is

unsatisfactory at any time during the term of this Agreement, or (ii) that PRAG is in violation of any of its representations, warranties or covenants contained in Section IV of this Agreement. In the event of any termination described in this Paragraph (B), AUTHORITY's sole obligation shall be to compensate PRAG for services performed through the date of termination, which are acceptable to AUTHORITY, in its sole discretion.

- (C) In the event of any termination described in Paragraph (B) above, PRAG agrees to perform such services as AUTHORITY may request in connection with the transfer of any pending AUTHORITY work to successor financial advisors, consultants or contractors, including transfer of records, briefing and any other services deemed necessary or desirable by AUTHORITY. PRAG agrees to cooperate to the fullest extent with any successor financial advisors, consultants and contractors and shall be entitled to compensation at the rates set forth herein for all such services, provided such services are satisfactory to AUTHORITY, in its sole discretion.

VI. **INVOICES**

- (A) The compensation for services and reimbursement for out-of-pocket expenses provided for pursuant to this Agreement shall be payable in the ordinary course of AUTHORITY business upon the submission and audit of vouchers or other detailed statements of services which shall be submitted monthly by AUTHORITY upon receipt of PRAG's invoice which shall include the following information:
- (i) AUTHORITY's Agreement Contract No. – S-1004 and PRAG's taxpayer identification number.
 - (ii) The name and title of each person who performed services under this Agreement during the invoice period, the date(s) each billed service was rendered, a description of the particular debt issuance or public finance issue in relation to which the service(s) was performed, the total number of hours or fraction thereof devoted to each such service, the hourly rate of each person performing such services, the blended hourly rate of all persons performing such services, and a comparison of the total hours billed by individual hourly rates and the blended hourly rate.
 - (iii) An itemized list describing all items billed as expenses.

(iv) The total amount billed for services and expenses for the invoice period.

(v) Itemization and documentation of travel, overnight lodging and meal expenses sufficient to demonstrate conformance with applicable State reimbursement rates, as set forth in Paragraph (F) of Section III.

(vi) The beginning and ending dates of the billing period included in the invoice, and the expiration date of this Agreement.

(vii) The maximum amount or amounts to be paid under the terms of this Agreement for the transaction or transactions included in the invoice and the amounts billed to date, including the amount of the present invoice for such transaction or transactions.

(B) Such invoices shall be submitted to:

Albany County Airport Authority
Albany International Airport
Administration Building
Suite 200
Albany, New York 12211
ATTENTION: William J. O'Reilly, Chief Financial Officer

VII. **RELATIONSHIP OF PARTIES**

The relationship of PRAG to AUTHORITY shall be that of an independent contractor. As an independent contractor, PRAG covenants and agrees that its officers, employees and agents will act consistent with such status and will neither hold themselves out as, nor claim to be, officers or employees of AUTHORITY, and that they will not make any claim, demand or application for any right or privilege applicable to any office or employee of AUTHORITY including but not limited to Workers' Compensation coverage, Social Security coverage, unemployment insurance benefits or Retirement System benefits.

VIII. **RESERVATION**

PRAG, as the designated Primary Financial Advisor to AUTHORITY, shall be given first opportunity to accept an assignment that falls within the scope of

this Agreement; provided, however, AUTHORITY reserves the right to employ other consultants and contractors, including other financial advisors, in connection with services described in this Agreement under one or more of the following conditions:

- (i) PRAG has an actual or potential conflict of interest that, in the sole determination of AUTHORITY, could prevent PRAG from satisfactorily or ethically performing the assignment;
- (ii) another person or entity has demonstrated expertise that, in the sole determination of AUTHORITY, is superior to that of PRAG for purposes of a particular assignment;
- (iii) AUTHORITY determines that PRAG cannot undertake or complete an assignment or make appropriate staff available within the time frames established by AUTHORITY for the assignment; or
- (iv) PRAG and AUTHORITY mutually agree that work on a specific project be performed by another person or entity.

In that event, PRAG will, as directed by AUTHORITY, cooperate and work in harmony with such consultants and contractors.

IX. RECORDS

- (A) PRAG shall keep, maintain and/or make available all books, records and personnel related to the performance and operation of this Agreement for audit and examination by authorized personnel of AUTHORITY at all reasonable times and places during the term of this Agreement and for a period of six (6) years from the date of the final payment hereunder and for whatever additional time as is necessary to complete any audit commenced before the end of such six year period.
- (B) Any and all reports, analyses and data, whether statistical or otherwise, transmitted to AUTHORITY by PRAG shall become the exclusive property of AUTHORITY for such use as AUTHORITY shall deem appropriate. In addition, all information and material of AUTHORITY, in any form whatsoever, made available to PRAG in any manner during the course of rendering the services contemplated by this Agreement, is confidential. PRAG is hereby obligated to preserve the confidentiality of such information and knowledge and not to disclose the same to any third party without the express written approval of AUTHORITY.

X. **NOTICE**

Any notice or other communication required or which may be given hereunder shall be in writing and shall be delivered personally or sent by certified, registered or express mail, postage prepaid, but in all cases shall be deemed given when actually received at the addresses set forth above or to such other address as either party shall have notified the other in writing to be the proper mailing address. Notices and communications to AUTHORITY shall be addressed to John A. O'Donnell, Chief Executive Officer and William J. O'Reilly, Chief Financial Officer. Notices to PRAG shall be addressed to Steve Peyser, President.

XI. **DISPUTES AND DISSATISFACTION**

In the event AUTHORITY or PRAG are dissatisfied with the other's performance under this Agreement, either party must so notify the other in writing. The other party must then make every good faith effort to solve the problem or settle the dispute amicably, including meeting with the party's representatives to attempt diligently to reach a satisfactory result.

XII. **LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York.

XIII. **ENTIRE AGREEMENT**

- (A) This Agreement and the appendices and attachments hereto constitute the entire agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. The Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto.

XIV. **ADDITIONAL PROVISIONS**

- (A) This Agreement is intended to secure the professional services of PRAG because of its ability and no aspect of its services shall be assigned, conveyed, or otherwise transferred by PRAG without the express written consent of AUTHORITY.

- (B) The obligations of the parties set forth in this Agreement shall survive the termination of this Agreement.

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Contract Number **S-1004**

In addition to the acceptance of this Agreement, the AUTHORITY signature on this page also certifies that originals of this signature page will be attached to all other originals of this Agreement.

PUBLIC RESOURCES ADVISORY GROUP, INC.

ALBANY COUNTY AIRPORT AUTHORITY

Signature: _____

Steven Peyser

Title: President

Date: _____

Signature: _____

Kenneth J. Doyle

Title: Chairman

Date: _____

Corporate Acknowledgement

STATE OF _____)

COUNTY OF _____)

) ss:

On this _____ day of _____, 2019 before me personally came Steven Peyser, to me known, who, being duly sworn, did depose and say that he is the President of the corporation described in the foregoing instrument and that he executed the foregoing instrument as the President thereof.

Notary Public

STATE OF NEW YORK)

COUNTY OF ALBANY)

)ss.:

On this _____ day of _____, 20__, before me personally came and appeared **Kenneth J. Doyle**, to me known to be the person who executed the above instrument, who, being duly sworn, did depose and say that he resides in the County of Albany, that he is the Chairman of the Albany County Airport Authority, the public benefit corporation described in, and which executed, the foregoing instrument; that he executed the foregoing instrument in the name of the Albany County Airport Authority pursuant to a resolution adopted by the Albany County Airport Authority on _____ and that he signed his name thereto by like authorization.

Notary Public

Attachment "C"

Hourly Rates

A. HOURLY FEE						
NAME	TITLE	HOURLY RATES FOR THE PERIOD:				
		Feb. 1, 2019 – Jan. 31, 2020	Feb. 1, 2020 – Jan. 31, 2021	Feb. 1, 2021 – Jan. 31, 2022	Feb. 1, 2022 – Jan. 31, 2023	Feb. 1, 2023 – Jan. 31, 2024
Public Resources Advisory Group, Inc.						
Steven Peyser	President	\$380	\$385	\$390	\$395	\$400
Monika Conley	Senior Managing Director	\$355	\$360	\$365	\$370	\$375
Andrew Evanchik	Senior Managing Director	\$355	\$360	\$365	\$370	\$370
Daniel Forman	Managing Director	\$295	\$300	\$305	\$310	\$315
Xun Lin	Vice President	\$245	\$250	\$255	\$260	\$265
Qian Wan	Analyst	\$245	\$245	\$255	\$260	\$265
Mohanty Gargiulo LLC						
Zoya Gargiulo	Managing Director	\$345	\$355	\$360	\$365	\$370
Seema Mohanty	Managing Director	\$345	\$355	\$360	\$365	\$370
Andrew Rothbaum	Managing Director	\$345	\$355	\$360	\$365	\$370
Maxwell Olson	Analyst	\$240	\$245	\$250	\$255	\$260
Backstrom McCarley Berry & Co., LLC						
Vincent McCarley	CEO	\$345	\$355	\$360	\$365	\$370
Leonard Berry	Managing Director & Principal	\$345	\$355	\$360	\$365	\$370
Jesse Ortega	Senior Vice President	\$290	\$295	\$300	\$305	\$310
Peter Wong	Senior Vice President	\$290	\$295	\$300	\$305	\$310
Alice Livingston	Vice President	\$240	\$245	\$250	\$255	\$260
B. BLENDED HOURLY FEE:		\$320	\$325	\$330	\$335	\$340

C. MAXIMUM CAP PER TRANSACTION					
TRANSACTIONS	FEE SALE / TRANSACTION				
	Feb. 1, 2019 – Jan. 31, 2020	Feb. 1, 2020 – Jan. 31, 2021	Feb. 1, 2021 – Jan. 31, 2022	Feb. 1, 2022 – Jan. 31, 2023	Feb. 1, 2023 – Jan. 31, 2024
Refunding Bond Sale Transaction WITHOUT Swaps	\$72,000	\$73,000	\$74,000	\$75,000	\$76,000
Refunding Bond Sale WITH Swaps	\$167,000	\$168,000	\$169,000	\$170,000	\$171,000
Bond Conversion WITHOUT Swaps	\$84,000	\$85,000	\$86,000	\$87,000	\$88,000
Bond Conversion WITH Swaps	\$96,000	\$97,000	\$98,000	\$99,000	\$100,000
Letter of Credit or Standby Bond Purchase Agreement Substitution	\$46,000	\$47,000	\$48,000	\$49,000	\$50,000
Swap or Similar Transaction NOT INCLUDING the Simultaneous Sales of Bonds	\$84,000	\$85,000	\$86,000	\$87,000	\$88,000

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

AGREEMENT WITH

PUBLIC RESOURCES ADVISORY GROUP, INC.

Contract No. C001081

THIS AGREEMENT (the "Agreement") is by and between the New York Local Government Assistance Corporation ("Corporation" or "LGAC") whose office is located at 110 State Street, Albany, New York 12236-0001 and Public Resources Advisory Group, Inc. (the "Contractor"), whose office is located at 39 Broadway, Suite 1210, New York, New York 10006 (LGAC and the Contractor are collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, LGAC was created by Chapter 220 of the Laws of 1990, as subsequently amended, as a public benefit corporation and empowered to issue fixed and variable rate bonds ("Bonds") and notes ("Notes") to fund certain payments, to local governments and school districts, traditionally funded by New York State's (the "State") annual seasonal tax and revenue anticipation note borrowing, to refund outstanding Bonds of the Corporation, to enter into interest rate exchanges or similar arrangements, and to invest moneys of the Corporation; and

WHEREAS, upon determining that it is necessary or desirable for the Corporation to retain one or more firms to provide financial advisory services in the areas of debt management and investment, the Corporation issued a Request for Proposals (the "RFP", a copy of which is attached hereto as Exhibit A) for one firm to serve as Primary Financial Advisor and one firm to serve as Secondary Financial Advisor in connection with the issuance of such Bonds and Notes or entering into such arrangements; and

WHEREAS, after such competitive solicitation and evaluation of proposals for the performance of such services, the Corporation has determined that the Contractor possesses the expertise necessary to advise LGAC; and

WHEREAS, the Corporation desires to retain the Contractor to provide primary financial advisory services on a wide range of issues as set forth herein, and the Contractor is willing to perform such services and provide the necessary labor in connection with its response to the RFP (the "Proposal", a copy of which is appended hereto as Exhibit B); and

WHEREAS, the Board of Directors of LGAC authorized the Corporation to enter into an agreement with the Contractor to provide the services described more specifically in Section VI ("Services") below.

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the Parties, the Parties do hereby agree as follows:

I. TERM

This Agreement will commence on February 1, 2019 and will end on January 31, 2024, subject to LGAC's right to terminate as set forth in Section XVII (Termination and Suspension), and subject to the provisions of Section XIX (Reservations) of this Agreement.

II. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

This Agreement shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed a part of this Agreement. Conflicts between these documents shall be resolved in the following order of precedence:

1. Appendix A – Standard Clauses for All New York Local Government Assistance Corporation Contracts;
2. Agreement – (This Document), including Appendices B through G as herein described:
 - o Appendix B – Proposer and Contractor Compliance Requirements and Procedures for Participation by Minority Group Members and Women with Respect to New York Local Government Assistance Corporation Contracts;
 - o Appendix C – LGAC Executive Policy Statement on Discrimination/Harassment;
 - o Appendix D – LGAC Procurement Integrity Procedures;
 - o Appendix E – Proposer's Certifications/Acknowledgements;
 - o Appendix F – LGAC Proposer's Disclosure of Prior Non-Responsibility Determinations; and
 - o Appendix G – Consultant Disclosure Reporting Requirements;
3. Exhibit A – RFP number 18-03, including the Questions and Answers and any Addenda or Amendments (if applicable); and
4. Exhibit B – Proposal (Exhibits B1 – Technical Proposal, B2 – Cost Proposal, and B3 – Administrative Proposal), including any clarifications thereto.

III. COMPENSATION

- (A) LGAC shall compensate Contractor at the hourly rates (or blended hourly rate, whichever produces the lowest compensation per invoice), as set forth in Contractor's Cost Proposal Exhibit B-2, subject to the maximum transaction cap.
- (B) The maximum caps and hourly rates in effect at the time a bond sale schedule is distributed shall be the rates applied to that particular sale or transaction and shall continue to apply until the completion of the particular sale or transaction.
- (C) Notwithstanding anything to the contrary contained in this Agreement, the Contractor agrees that, in calculating the compensation of Services provided to LGAC (whether working on a transaction with a maximum cap or performing hourly work), the Contractor will apply the hourly rates or the blended hourly rate, whichever produces the lowest compensation per invoice, in calculating its billing to LGAC.
- (D) Hourly rates and maximum caps for transactions must include ancillary costs, such as costs for transmission charges (telephone, facsimile, postage, local messenger services, Federal Express or similar delivery service), and duplicating and computer analysis, but shall not include costs for travel and lodging expenses, which shall be reimbursed as provided in Paragraph (E) below.

- (E) Compensation shall not be paid for non-working time spent traveling and must not be included in charged billable hours. Compensation shall be payable only for actual hours worked.
- (F) Travel expense reimbursement will be paid to the Contractor only where LGAC has authorized such travel in advance. LGAC will limit such reimbursement to the following unless written authorization to exceed the specified limits, or to include other items of expense, is obtained in advance:
 - i. To the extent permissible under New York State Law, LGAC will pay Contractor travel and meals while traveling out of town on business relating to Services provided in accordance with this Agreement. Travel expense reimbursement will be paid in accordance with guidelines established by the Office of the State Comptroller. (See Office of the State Comptroller Travel Manual, available at <http://www.osc.state.ny.us/agencies/travel/manual.pdf>.) For current per diem reimbursement rates only, visit the GSA Domestic Per Diem Page (currently available at <http://www.gsa.gov/portal/category/21287>); as such rates may be amended from time to time. Air travel will be reimbursed at coach rates.
 - ii. Reimbursement for pre-approved travel expenses will be made upon submission of appropriate invoices accompanied by copies of receipts for individual expenses.
- (G) Total compensation for Services provided under this Agreement, including reimbursement for expenses, shall not exceed the sum of \$1,381,250.

IV. PAYMENT AND INVOICES

The compensation and reimbursement provided for by this Agreement shall be payable upon the submission and audit of a detailed invoice and supporting documentation, if requested, to the Corporation by the Contractor. The Contractor shall provide LGAC with a detailed invoice of the hours worked each month by individual, title and service performed. Invoices for hourly services not relating to a particular sale or transaction must be submitted separately from invoices for hourly services relating to a particular sale or transaction that is subject to a Maximum Cap. Invoices shall be submitted to the Corporation within 30 days following the end of the month in which the Services are provided to the Corporation.

Invoices must include:

- (A) The number assigned to this contract by LGAC (C001081) and Contractor's taxpayer identification number.
- (B) The name and title of each person who performed Services, the date(s) each billed service was rendered, a description of the particular debt issuance or transaction in relation to which the service(s) was performed, the number of hours devoted to each such service and the hourly rate of the person performing such Services.
- (C) For Services subject to a maximum transaction fee: the maximum allowed to be paid, the amount billed to date, the amount of the current invoice, and the remaining amount allowed to be billed under the maximum transaction fee.
- (D) An itemized list describing all items billed as expenses.
- (E) The total amount billed for Services and expenses for the invoice period.

- (F) Itemization and documentation of travel, overnight lodging and meal expenses sufficient to demonstrate conformance with applicable State reimbursement rates.
- (G) The beginning and ending dates of the billing period included in the invoice, and the expiration date of this Agreement.
- (H) In order to track utilization of minority- or women-owned business enterprise (M/WBE) participation goals as required by New York State Executive Law Article 15-A and 5 NYCRR 142.11, each invoice shall include **AC 3239-H M/WBE Expenditure Report of Appendix B**, which shall include the actual total cost of the contract work performed by each certified M/WBE for the work relating to the submitted invoice and the actual amounts of any payments made by the Contractor to each certified M/WBE as of the date the invoice is submitted. Failure to comply with the M/WBE participation goals set forth in **Appendices A and B** of the RFP, as they may change from time to time, may result in penalties. The Contractor's adherence to this updated law will preclude the need for any penalties delineated in **Appendix B**.

All invoices shall be subject to LGAC's acceptance of the Services for which billing is being made and are to be submitted via email (preferred) to debtmanagement@osc.ny.gov or via hard copy to:

New York Local Government Assistance Corporation
 C/O: Office of the State Comptroller
 Budget & Policy – Bureau of Debt Management
 110 State Street, Mail Drop 15-9
 Albany, NY 12236-0001

V. NOTICES

Any notice or other communication given pursuant to this Agreement shall be in writing and addressed to such party at the address set forth in this Agreement, and shall be effective:

- (i) When delivered personally to the party for whom intended;
- (ii) Upon five days following the deposit of the notice or other communication into the United States Postal Service mail (certified mail, return receipt requested, or first class postage prepaid); or
- (iii) Upon actual receipt by the intended party if such notice or other communication is either (a) sent by overnight mail service, or (b) sent by email, the receipt of which is confirmed by the intended party.

The following are the names and contact information for LGAC and the Contractor. The Parties shall notify each other as soon as possible of any change.

LGAC:

Title: Treasurer and Assistant Treasurer
 Address: New York Local Government Assistance Corporation
 C/O Office of the State Comptroller
 Office of Budget and Policy Analysis – Bureau of Debt Management
 110 State Street, Stop 15-9
 Albany, NY 12236-0001
 Telephone: (518) 486-7982

Email: debtmanagement@osc.ny.gov

With a copy to OSC:

Title: Director of Financial Administration
Address: Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001
Telephone: (518) 474-7574
Email: RFP@osc.ny.gov

CONTRACTOR:

Name: Monika Conley
Title: Senior Managing Director
Address: 39 Broadway, Suite 1210
New York, NY 10008
Telephone: (212) 586-7800
Email: mconley@pragadvisors.com

VI. SERVICES

LGAC hereby engages the Contractor to perform, upon request, the following Services:

- A. Assign a lead person (the "Lead") to be the primary contact with LGAC for all Services.
- B. Review and provide recommendations regarding the Corporation's bond portfolio.
- C. Provide options, make recommendations and provide assistance on all aspects of the Corporation's debt issuances including, but not limited to, the timing, structure, pricing, method of sale, type of bond issue and other terms and conditions, including, but not limited to, capital reserve fund changes, swaps or other derivatives, insurance or other credit enhancements, and the structuring of refunding bond escrows.
- D. Assist the Corporation in the post-offering responsibilities for each sale, including, but not limited to, providing a post-transaction summary report.
- E. Advise and assist the Corporation in the on-going management of its portfolio including assisting with the calculation and verification of swap and variable rate debt payments, providing on-going assistance and advice regarding the mark-to-market value of swaps, valuing and making investment recommendations for the capital reserve fund and evaluating proposals from liquidity providers.
- F. Assist in the development and evaluation of bidding documents for various services, including, but not limited to, requests for proposals and requests for qualifications, in connection with the on-going management of the Corporation's portfolio, the issuance of debt by the Corporation or for the selection of other parties that may be required or beneficial for future financial transactions within or related to the Corporation's debt portfolio that are not currently contemplated.
- G. Advise and assist in the implementation of any negotiated or competitive process for the procurement, termination or modification of swaps or other derivatives, including, but not limited to, advising the Corporation on the appropriate market conditions for bidding swaps and conducting such bids on behalf of the Corporation, advising and assisting on appropriate administrative and legal fees, and negotiation of swap pricing..

- H. Provide recommendations on the advisability and efficiency of swaps that the Corporation may consider.
- I. Provide an independent finding as to whether the terms and conditions of each of the Corporation's swaps reflects a fair market value as of the date of its execution as required pursuant to Article 5-D of the State Finance Law, and at other times as requested by the Corporation.
- J. Assist the Corporation in preparing for and participate in meetings with underwriters, investors, remarketing agents, broker-dealers, liquidity banks, rating agencies and other professional service providers related to the Corporation's debt portfolio.
- K. Assist the Corporation in the preparation of official statements and other necessary financing documents.
- L. Assist the Corporation in the evaluation of bids or the negotiation of the terms with purchasers of the Corporation's bonds.
- M. Assist the Corporation in the competitive bidding of the securities or an application for State and Local Government Series ("SLGS") for a refunding escrow.
- N. Assist the Corporation in the closing of all transactions.
- O. Analyze the business practices and procedures of the Corporation and the Corporation's debt portfolio in order to identify cost savings opportunities and efficiencies.
- P. Assist the Corporation in the preparation of reports to the Governor, the Legislature, the Comptroller or other parties, as required by statute or as determined by the Corporation.
- Q. Assist the Corporation in acquiring and analyzing financial market information. The successful Proposers will be a source of market news tailored to the Corporation's portfolio and needs. Such assistance may include routine communication via email relative to opening and closing market commentary as interpreted by the successful Proposers with key rate and index information and, as relevant, notification of any significant movement or action within the market, including ratings actions.
- R. Act as the Corporation's qualified independent representative ("QIR"), as such term is used pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"). The Contractor will provide representations and agreements consistent with the requirements of the Dodd-Frank Act, and must comply with applicable regulations of the Commodity Futures Trading Commission. The Contractor must comply with Dodd-Frank Act ongoing requirements. The Contractor may appoint a subcontractor to serve as the Corporation's QIR upon approval by the Corporation of such appointment.
- S. Render any additional financial advisory services as requested by the Corporation, including those related to swaps or other derivative products.

VII. ASSIGNMENT OF WORK

The Contractor understands and agrees that the vendor awarded the Primary Financial Advisor contract from the RFP will generally be given the first opportunity to accept an assignment unless LGAC determines that one of the following conditions applies:

- A. The Primary Financial Advisor has an actual or potential conflict of interest that, in the determination of the Corporation, could prevent the Primary Financial Advisor from satisfactorily or ethically performing the assignment;
- B. The Secondary Financial Advisor has a demonstrated expertise that, in the determination of the Corporation, is superior to that of the Primary Financial Advisor for purposes of a particular assignment;

- C. The Corporation determines that the Primary Financial Advisor cannot undertake or complete an assignment or make appropriate staff available within the time frames established by the Corporation for the assignment;
- D. The Primary Financial Advisor and the Corporation mutually agree that work on a specific project be performed by the Secondary Financial Advisor. In that event, the Primary Financial Advisor will, as directed by LGAC, cooperate and work in harmony with the Secondary Financial Advisor;
- E. The Corporation has terminated the Agreement with the Primary Financial Advisor and has not yet appointed a successor contractor; or
- F. LGAC, at its sole discretion, elects to use the services of the Secondary Financial Advisor for a particular assignment.

VIII. CONFLICTS OF INTEREST AND FIDUCIARY OBLIGATION

The Contractor represents, warrants and covenants that there is not and shall be no perceived, potential or actual conflict as to duties required to be performed pursuant to this Agreement and any other contract or employment. This shall include, but not be limited to, the following: during the term of this Agreement, the Contractor shall not act as an underwriter, initial bond purchaser, swap counterparty, broker-dealer or remarketing agent in any LGAC transaction or act as a principal in any other transaction to which LGAC is a counterparty. The Contractor agrees that it shall immediately advise LGAC whenever it becomes aware of any situation that involves or appears to involve such a conflict of interest or potential conflict.

The Contractor acknowledges and agrees that it owes LGAC the duty of a fiduciary in all that it does to serve the purpose of this Agreement and its intent.

IX. COOPERATION

The Contractor, LGAC, and their respective agents, employees and partners shall cooperate with each other to the fullest extent in connection with the Services. Pursuant to the terms and conditions of this Agreement and all appendices hereto, LGAC shall supply and make available necessary information and personnel to assist the Contractor to perform the Services.

X. STAFF

- A. Contractor's "staff" includes employees, consultants, owners, officers, directors, subcontractors, subsidiaries, affiliates, partners and agents of the Contractor.
- B. The Contractor shall assign Steven Peyser as the Lead to be the primary contact with LGAC for the performance of the Services and shall assign other such staff as necessary. Contractor agrees that the Services shall be performed by the following named individuals whom Contractor represents to be available for this assignment:

Name	Title
Steven Peyser	President
Monika Conley	Senior Managing Director
Andrew Evanchik	Senior Managing Director
Daniel Forman	Managing Director
Xun Lin	Vice President
Qian Wan	Analyst

- C. Contractor represents that the above-named individuals are fully capable of performing such assignment, that they have and possess the experience, knowledge, and character necessary to qualify them individually for the particular duties to be performed hereunder. Subsequent to the commencement of Services, whenever LGAC or the Contractor becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to LGAC no longer possess the necessary integrity or professional capacity, the Contractor shall immediately discontinue the use of such staff and notify LGAC.
- D. The replacement for any staff removed from, reassigned or who leaves the employ of the Contractor for any reason must match or exceed the replaced staff member in terms of skill level and experience. LGAC reserves the right to approve or disapprove any proposed changes in staff. LGAC in each instance will be provided with a summary of the experience of the proposed staff member and an opportunity to interview that person, prior to giving its approval or disapproval. Said approval shall not be unreasonably withheld. In the event that the title of an individual named in Paragraph A is changed, the rate payable by the Corporation pursuant to the fee schedule set forth herein in Exhibit B-2 shall be changed commensurately without the necessity for amending this Agreement to effect such change, if deemed to be reasonable at LGAC's sole discretion. LGAC reserves the right to request removal of any Contractor employee from the engagement without cause.

XI. SUBCONTRACTORS

- A. In the event that the Contractor utilizes subcontractors to perform any of the Services, LGAC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractors of the Contractor prior to their performance of Services.
- B. Contractor shall require all proposed subcontractors to complete such Appendices included in this Agreement as are deemed necessary by LGAC prior to any such proposed subcontractor's performance of Services. The Contractor acknowledges that this requirement is ongoing for the term of this Agreement, and the Contractor shall be required to disclose to LGAC its intention to enter into any subcontracts for the performance of any Services.
- C. Failure to disclose the identity of any and all subcontractors used by the Contractor together with a detailed description of their responsibilities, may, at the sole discretion of LGAC, result in a disqualification of the subcontractor or termination of this Agreement.
- D. Contractor shall be fully responsible to LGAC for the acts and omissions of its subcontractors and of persons either directly or indirectly engaged by them in connection with the performance of Services under this Agreement.
- E. OSC reserves the right to remove any of the subcontractor's staff if, in LGAC's discretion, such subcontractor's staff is not performing in accordance with this Agreement. LGAC reserves the right to approve or disapprove any proposed changes in subcontractor's staff. LGAC in each instance will be provided with a summary of the experience of the proposed subcontractor staff member and an opportunity to interview that person, prior to giving its approval or disapproval.

XII. RELATIONSHIP OF PARTIES

The relationship of the Contractor and its staff to LGAC shall be that of an independent contractor, and not that of an agent or employee of LGAC. The Contractor, as an independent contractor, shall not have the authority to contract for or bind LGAC for any purpose whatsoever. The Contractor covenants and agrees that its staff will not hold themselves out as agents, officers, or employees of LGAC, and that they will not make any claim, demand, or application for any right or privilege applicable to any officer or employee of

LGAC including, but not limited to, Workers' Compensation coverage, Social Security coverage, or Retirement System benefits.

XIII. CONFIDENTIALITY AND SECURITY

A. Definition

The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's past, current, or possible future products or methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

B. Treatment

Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than those in this Section and who have a justified business "need to know." This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by governmental or judicial order or applicable law provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

C. Confidentiality of LGAC Information

In connection with the Services to be provided under this Agreement, the Contractor and its staff may view, or have access to, Confidential Information owned by LGAC. Confidential Information shall include, but not be limited to:

- Personal information about individuals, e.g., home addresses, home telephone numbers, social security numbers, payroll information, account numbers, health status.
- Office of the State Comptroller ("OSC") security procedures, topology, practices and policies.
- Computer codes or other electronic or non-electronic information, the disclosure of which could jeopardize the security of OSC's computer systems.
- Any other material designated as being "Confidential."

The Contractor, on its own behalf, and on behalf of its staff agrees to preserve the confidentiality of any and all Confidential Information viewed, accessed, or developed under the Agreement, and agrees:

- To view, access and use only the Confidential Information relevant and necessary to provide the Services;
- To use its best efforts to preserve the confidentiality of the Confidential Information;
- To use its best efforts to prevent disclosure of the Confidential Information to any person other than to LGAC staff;
- To abide by all OSC and State confidentiality policies and procedures;
- That all reports and other materials, preliminary, final and otherwise, prepared for or relating to Services described herein (other than Contractor's work papers)-shall be treated at all times as Confidential Information by the Contractor;
- All Confidential Information shall remain the property of LGAC;
- That all Confidential Information shall be returned or destroyed (using highest industry-standard secure disposal methods) within 30 days after the expiration of the Agreement and that upon such destruction, the Contractor will certify as to the method of destruction.

D. Security

The Contractor shall be required to comply with all applicable facility and information security policies and procedures, including any training required, (both present and future), by OSC in performing the Services under this Agreement.

The Contractor may not connect any non-State computer, electronic storage device, or telecommunications equipment to OSC's network; e.g., personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets are included in this prohibition.

Where performance of Services involves use by the Contractor of State, LGAC, or OSC owned or licensed, papers, files, computer disks or other electronic storage devices, data, or records at OSC or State facilities or offices, the Contractor shall not remove such records therefrom without the prior written approval from an authorized representative of the State, LGAC or OSC, respectively.

XIV. LIABILITY AND INDEMNIFICATION

The Contractor shall be fully liable for the actions and omissions of its staff and shall fully indemnify and save harmless the Corporation from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property (including electronic systems and databases) caused by any intentional, reckless or negligent act or omission of the Contractor or any of its staff, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the intentional, reckless or negligent act or omission of the Corporation.

The Corporation may retain such moneys from any amount due the Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Corporation unless the Contractor at the time of the presentation of claim shall demonstrate to the Corporation's satisfaction that sufficient moneys are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

Notwithstanding the above, neither the Contractor nor the Corporation shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Corporation, the Contractor, or by others.

Neither party will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of the Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

XV. INDEMNIFICATION RELATING TO THIRD PARTY PROPRIETARY RIGHTS

The Contractor will also indemnify and hold the Corporation harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Corporation in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Corporation's gross negligence or willful misconduct, provided that the Corporation shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor.

If the Corporation's usage of a licensed service or product under this Agreement shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Corporation the right to continue usage (ii) to modify the service or product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or product or part(s) thereof, as applicable, with non-infringing service or product of at least equal quality and performance. If the above remedies are not available, the Parties shall terminate this contract, in whole or in part as necessary and applicable, provided the Corporation is given a refund for any amounts paid for the period during which usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Corporation of any product without the Contractor's approval.

In the event that an action at law or in equity is commenced against the Corporation arising out of a claim that the Corporation's use of the service or product under this Agreement infringes any patent, copyright or proprietary right, and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the Corporation in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the Corporation and secure a continuance to permit the Corporation to appear and defend its interests in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses the Corporation may have. This constitutes the Corporation's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

XVI. RESPONSIBILITY TERMS

- A. The Contractor covenants and represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Vendor Responsibility Questionnaire ("Responsibility Questionnaire") provided to the Contractor by LGAC prior to execution of this Agreement. The Contractor further

covenants and represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.

- B. The Contractor shall provide to LGAC updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any changes, whether material or non-material, or submit a certification of "no change" to LGAC.
- C. Notwithstanding Subsection (B) hereinabove, LGAC reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to LGAC within a reasonable time frame to be established at LGAC's sole discretion.

XVII. TERMINATION AND SUSPENSION

- A. LGAC may terminate or suspend this Agreement, or terminate or suspend the Services with respect to a specific matter or matters, with or without cause upon 15 days prior written notice. In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to LGAC, in LGAC's sole discretion. In the event of suspension, the Contractor shall be entitled to compensation for non-suspended Services which are acceptable to LGAC, in its sole discretion.
- B. LGAC reserves the right to terminate or suspend this Agreement, or to terminate or suspend the Contractor's Services with respect to a specific matter or matters immediately upon written notice to the Contractor, if LGAC deems the Contractor's performance unsatisfactory at any time during the term of this Agreement, in its sole discretion.
- C. LGAC reserves the right to terminate this Agreement in the event that the certification filed by the Contractor (that all information disclosed to LGAC is complete, true and accurate with regard to prior non-responsibility determinations within the past four years based on [i] impermissible contacts or other violations of New York State Finance Law Section 139-j, or [ii] the intentional provision of false or incomplete information to a governmental entity) is found by LGAC to be intentionally false or intentionally incomplete. Upon such a finding, LGAC may exercise its right to terminate this Agreement; In that event this Agreement shall be deemed terminated and of no further force and effect within 30 days from the date LGAC provides written notification to the Contractor of such termination.
- D. In addition, LGAC may terminate this contract after the third year or after fourth year by giving the Contractor written notice at least 30 days prior to the commencement of the fourth year of this contract or at least 30 days prior to the commencement of the fifth year of this contract.

XVIII. TRANSITION

Upon expiration or termination of this Agreement, the Contractor shall provide access to, the Secondary Financial Advisor or a successor contractor, all necessary records in the Contractor's possession relating to the Services. At LGAC's request, the Contractor shall, at no cost to LGAC, also make appropriate staff available to LGAC and to the Secondary Financial Advisor or a successor contractor during normal business hours to answer questions regarding such records and the Services which have been provided by the Contractor. The Contractor shall cooperate to the fullest extent with the Secondary Financial Advisor or any successor contractor in order to accomplish a smooth and orderly transition, so that the Services

required are uninterrupted and are not adversely impacted by the change in contractor.

XIX. RESERVATIONS

LGAC reserves the right to employ other consultants and contractors, including other financial advisors, in connection with its responsibilities and functions. In that event, the Contractor will, as directed by LGAC, cooperate and work in harmony with such consultants and contractors.

XX. REQUIRED APPROVALS

This Agreement and any amendment hereof shall not be deemed executed, valid or binding unless and until approved by the Board of the Corporation.

XXI. ENTIRE AGREEMENT

This Agreement and the appendices and attachments hereto constitute the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. The Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the Parties hereto.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

In addition to the acceptance of this Agreement, the LGAC and Contractor signature(s) on this page also certify that originals of this signature page will be attached to all other originals of this Agreement.

CONTRACT NUMBER: C001081

CONTRACTOR

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

[Handwritten Signature]

[Handwritten Signature]

SIGNATURE

SIGNATURE

Steven Peyser

ROBERT B. WARD

PRINTED NAME

PRINTED NAME

President

Co-EXECUTIVE DIRECTOR

TITLE

TITLE

January 4, 2019

1/30/19

DATE

DATE

CONTRACTOR ACKNOWLEDGEMENT

STATE OF New York }

COUNTY OF New York }

SS.:

On the 4 day of January in the year 2019, before me personally appeared Steven Peyser, known to me to be the person who executed the foregoing instrument, who acknowledged to me that he/she maintains an office at 39 Broadway, Suite 1210, New York, NY 10006

, and further that he/she is the President of Public Resources Advisory Group, Inc., the corporation described in foregoing instrument; that, by authority of the Board of Directors of the corporation he/she is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he/she executed the foregoing instrument in the name of and on behalf of the corporation as the act and deed of the corporation.

[Handwritten Signature]
Notary Public
Registration No.

ROSEMARIE FERRERZ - MANNAS
Notary Public, State of New York
No. 01784834035
Qualified in Kings County
Commission Expires January 31, 2022

APPENDIX A
STANDARD CLAUSES FOR ALL NEW YORK
LOCAL GOVERNMENT ASSISTANCE CORPORATION CONTRACTS

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

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

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

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

4. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex (including gender identity or expression) or national origin: (a) discriminate in the hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex (including gender identity or expression) or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008,

if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any Corporation approved sums due and owing for work done upon the project.

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

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

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

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

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

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

other purpose authorized by law. (2) The personal information is requested by the Corporation to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information will be maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

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

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided on request to the Corporation;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documents to the Corporation upon request; and
- (d) The Contractor acknowledges notice that the Corporation may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Corporation in these efforts.

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

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

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

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

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

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

26. INDEPENDENT CONTRACTOR STATUS. The relationship of the Contractor to the Corporation is that of an independent contractor and the officers and employees of the Contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees or agents of

the Corporation or of the State by reason hereof, and shall not make any claim, demand or application to or for any right of the Corporation or of the State, including but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

27. COMPTROLLER APPROVAL. Where required by the State Comptroller pursuant to Section 2879-a of the Public Authorities Law and 2 NYCRR Part 208, this contract (and any amendment thereto) shall not be valid, effective or binding upon the Corporation until it has been approved by the State Comptroller and filed in his or her office.

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

Revised: March 8, 2013

APPENDIX B

PROPOSER AND CONTRACTOR COMPLIANCE REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION CONTRACTS

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, New York State Executive Law §310–318, (Article 15-A: Participation By Minority Group Members and Women With Respect To State Contracts – hereinafter "the Article"), was enacted to promote equality of employment and economic opportunities for minority group members and women.

In keeping with applicable federal, State and local laws, rules, regulations, and the requirements as set forth under the Article, LGAC has developed an "MWBE Program", including compliance requirements, forms, and procedures to ensure that (i) all contractors (as defined under §310[3] (to include those who submit bids/proposals in an effort to be selected for contract award [hereinafter "Proposers"] as well as those successful bidders/proposers with whom LGAC enters into "State Contracts", as defined in §310[13] [hereinafter "Contractors"], as well as proposed or actual "Subcontractors", as defined in §310[14]) shall comply with requirements to ensure Equal Employment Opportunities ("EEO") for minority group members and women, and (ii) there are meaningful participation opportunities for certified M/WBEs in the LGAC procurement process.

It is the expectation of LGAC and the responsibility of all proposers and contractors participating in and/or selected for procurement opportunities with LGAC that such proposers and contractors shall fulfill their obligations to comply with applicable federal, State, and local requirements concerning EEO and opportunities for M/WBEs, including but not limited to the Article and its implementing regulations.

I. EEO Requirements

A. Prior to the Award of a State Contract

In addition to the requirements stated in Appendix A (Standard Clauses for all New York Local Government Assistance Corporation Contracts), Clause 11 (*Equal Employment Opportunities for Minorities and Women*), and to ensure complete compliance with such requirements (and with the Article and the Regulations adopted pursuant thereto), as a precondition to being selected for contract award and entering into a valid and binding State Contract, the Proposer shall provide with its bid/proposal:

1. An EEO Policy Statement, as described in Appendix A, Clause 11.
2. Form AC 3239-A (Proposer's EEO Staffing Plan of Anticipated Workforce), which should document:
 - a. The workforce to be utilized on the State Contract; or
 - b. Where the workforce to be utilized in the performance of the State Contract cannot be separated out from the Proposer's and/or proposed Subcontractor's total work force (for example, certain commodities contracts), the Proposer's and/or proposed Subcontractor's total workforce including apprentices, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by LGAC.

A Proposer's failure to submit an EEO Policy Statement and Form AC 3239-A – Proposer's EEO Staffing Plan of Anticipated Workforce shall result in the rejection of the Proposer's bid/proposal, unless the Proposer provides LGAC with a reasonable justification in writing for such failure (e.g., the failure to submit a staffing plan where a Proposer has a work force of 10 employees or less), or makes a commitment to submit an EEO Policy Statement and an EEO Staffing Plan of Anticipated Workforce within the time frame specified in writing by LGAC.

If, after scoring, a Proposer is selected for award, before that award is completed (e.g., during contract negotiations), LGAC will conduct a review of the substance of the EEO Policy Statement and the EEO Staffing Plan of Anticipated Workforce to determine whether the Proposer appears to be in compliance with Appendix A, Clause 11 and the Article, i.e., whether such documents demonstrate that the Proposer is committed to Equal Employment Opportunity. If, upon review, LGAC comes to the conclusion that such commitment to EEO principles is lacking,

LGAC shall contact the Proposer and make every effort to resolve the deficiencies identified in the bid/proposal and to bring the substance of the bid/proposal into compliance with such requirements. Failure to correct such deficiency within a time frame specified by LGAC may result in the rejection of the Proposer's bid/proposal.

B. After the Award of the State Contract

After LGAC's award of a State Contract and during the performance of the State Contract, the Contractor shall periodically¹ submit to LGAC:

1. **Form AC 3239-B (Contractor's/Subcontractor's EEO Workforce Utilization Report)**, which should document:
 - The workforce to be utilized and, thereafter, actually utilized on the State Contract, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by LGAC.
 - The gross wages² paid to each of the Contractor's/Subcontractor's employees for the work performed by such employees. Gross wages should be compiled and reported by gender, racial or ethnic group, and job title categories. Compensation information reported should be exclusive to the work performed under the Agreement and should not include compensation paid for work outside the scope of the Agreement.

Reporting of Gross Wages

For individuals compensated at an hourly rate, the Contractor shall report the product of such employees' hourly wage and the number of hours worked on the state contract during the period covered by the Report.

For salaried individuals not compensated on an hourly basis, the contractor shall first determine the average hourly gross wages of such employees by dividing the employees' gross wages by the estimated number of hours worked by such employees during the period covered by the Report. After determining the average hourly gross wages of salaried employees, contractors shall report the product of such employees' average hourly wage and the number of hours worked on the state contract during the period covered by the Report.

When all employees of the contractor perform functions that prevent the contractor from determining the number of hours worked on the state contract, such as call center operators simultaneously providing call center services for multiple clients, the contractor may report the total gross wages of such employees.

When some employees of a contractor perform functions that prevent the contractor from determining the number of hours worked on the state contract, but the contractor can determine the number of hours worked on the state contract by other employees of the contractor, the contractor should report only on the gross wages of the employees whose work on the state contract can be precisely determined and need not report the gross wages of any other employees.

Where required, note that this requirement will not relieve contractors' responsibility to submit payroll certifications as elsewhere provided. If the agency or authority finds that the information provided within the payroll certification is sufficient to fulfill the requirements of the Executive Order, additional information may not be required.

Compliance Review

In addition to general compliance monitoring of State Contracts, LGAC shall conduct in-depth compliance reviews

¹ The Contractor/Subcontractor's EEO Workforce Utilization Report is to be submitted on a monthly basis for construction contracts, and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title.

² "Gross wages" are those reported by employers to employees on their wage statements. Gross wages are defined more specifically by 20 NYCRR § 2380.4 and typically include every form of compensation for employment paid by an employer to his, her or its employees, whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, tips and the reasonable value of board, rent, housing, lodging, or similar advantage received.

on selected State Contracts during the course of the year, in accord with 5 NYCRR §143.4.

The Contractor's/Subcontractor's EEO Workforce Utilization Reports shall be reviewed as part of LGAC's general compliance monitoring. If discrepancies exist between the EEO Staffing Plan of Anticipated Workforce submitted with a bid/proposal and the Contractor's/Subcontractor's EEO Workforce Utilization Reports, the Contractor/Subcontractor may be subject to an in-depth EEO compliance review.

If deficiencies are identified during LGAC general contract compliance monitoring or during in-depth compliance reviews, LGAC shall make every effort to resolve the deficiencies identified and to bring the Contractor/Subcontractor into compliance with such requirements.

If LGAC is unsuccessful in its efforts, and upon review, the Deputy Comptroller for Human Resources and Administration at OSC agrees that the Contractor/Subcontractor is non-compliant, such Deputy Comptroller shall submit a written complaint to the New York State Department of Economic Development's Division of Minority and Women's Business Development ("DMWBD") regarding the Contractor's/Subcontractor's noncompliance and shall recommend to DMWBD that it review and attempt to resolve the noncompliance matter. Such Deputy Comptroller shall serve a copy of the complaint upon the Contractor/Subcontractor by personal service or certified mail, return receipt requested.

DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall take all appropriate actions under statute (Executive Law §316) and regulation (5 NYCRR §143.6).

II. M/WBE Requirements

It is the policy of the State of New York and of LGAC that M/WBEs (as defined under §310[7] and [15] and as certified pursuant to 5 NYCRR Part 144) shall be given the opportunity for meaningful participation in the performance of State Contracts. Accordingly, Proposers and Contractors shall make good faith efforts to solicit active participation by M/WBEs identified in the Empire State Development ("ESD") directory of certified businesses³, which can be viewed at: www.nylovesmwb.ny.gov/cf/search.cfm.

For the purposes of this Appendix B, the question of whether a proposer or contractor has engaged in and documented "good faith efforts" to solicit active participation by M/WBEs in the performance of State Contracts shall be determined by LGAC after a thorough consideration of the factors listed in 5 NYCRR §142.8.

The separate MBE and WBE participation goals established by LGAC for this procurement are based on the overall availability of M/WBEs that have been certified to perform the specific scope of work identified in this procurement. **For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire M/WBE Program work.**

A. Prior to the Award of a State Contract

Bidders/Proposers shall document and/or demonstrate in their bids/proposals every good faith effort to solicit active M/WBE participation at least equal to the participation goals established by LGAC. The M/WBE utilization should be measured by comparing (in detail) the dollar value of the component services/deliverables/materials provided/supplied by M/WBEs to the total dollar value of the services/deliverables/materials required by the State Contract. The following must be submitted with the bid/proposal:

1. Form AC 3239-C (M/WBE Goal Requirements – Certification of Good Faith Efforts), which should

³ All M/WBE firms to be utilized are required to be certified by ESD or must be in the process of obtaining certification from ESD. Should the Proposer/Contractor identify a minority-owned or woman-owned firm that is not currently certified by ESD, the Proposer/Contractor should request that the firm submit a certification application to LGAC for eligibility determination. LGAC will work with ESD to expedite the application; however, it is the responsibility of the Proposer/Contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement in order to facilitate full M/WBE participation.

document:

- Actions taken by the Bidder/Proposer to solicit M/WBEs as subcontractors and/or suppliers so that the Bidder/Proposer could achieve the overall prescribed M/WBE participation percentage goals set forth in the procurement in the performance of the contract to be awarded.
2. **Form AC 3239-D (Proposer's M/WBE Utilization Plan)**, which should document:
 - Actions taken and/or to be taken to meet established goals and the time frames need to achieve results which could reasonably be expected by putting forth every good faith effort to achieve the overall prescribed M/WBE participation percentage (%) goals set forth in the procurement.
 3. **Form AC 3239-E (Proposer's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate)**, which should document:
 - The names and signatures of certified MBEs and/or WBEs which have agreed to participate as Subcontractors if the Proposer is awarded the State Contract.

When M/WBE participation goals higher than 0% (zero percent) are included in LGAC's procurement documents, a Proposer's failure to submit a completed **Form AC 3239-C – M/WBE Goal Requirements – Certification of Good Faith Efforts**, **Form AC 3239-D – Proposer's M/WBE Utilization Plan**, and a completed **Form AC 3239-D – Proposer's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate** shall result in the rejection of the Proposer's bid/proposal, unless the Proposer provides LGAC with a completed **Form AC 3239-F (Request for Waiver)** or makes a commitment to submit a completed **Form AC 3239-C – M/WBE Goal Requirements – Certification of Good Faith Efforts**, **Form AC 3239-D – Proposer's M/WBE Utilization Plan**, and **Form AC 3239-D – Proposer's M/WBE Subcontractor's/Suppliers Notice of Intent to Participate** within the time frame specified in writing by LGAC.

If, after scoring, a Proposer is selected for award, before that award is completed (e.g., during contract negotiations), the "Successful Proposer" will be required to submit **Form AC 3239-G (Contractor's M/WBE Utilization Plan)**. LGAC will review the substance of such Plan and within twenty (20) days from the receipt thereof issue a written notice of acceptance or deficiency.

A Successful Proposer must provide LGAC with a written remedy in response to a written notice of deficiency within seven (7) business days of receipt or within a reasonable time frame as specified by LGAC to correct the specific deficiency. Failure to correct a deficiency and/or demonstrate compliance can result in (i) the necessity of the Successful Proposer to submit to LGAC a completed **Form AC 3239-F (Request for Waiver)**, or (ii) disqualification of the bid/proposal.

B. After the Award of the State Contract

After LGAC's award of a State Contract and during the performance of the State Contract, except where LGAC has granted the Contractor a total waiver⁴, the Contractor shall periodically⁵ submit to LGAC:

1. Form AC 3239-H – M/WBE Expenditure Reports.

Failure to timely submit a **Form AC 3239-H – M/WBE Expenditure Reports** and/or other reports or information as requested may result in payments under the contract being delayed until such reports or other information have

⁴ If LGAC has granted a partial waiver to the Successful Proposer, prior to award LGAC must have approved a Contractor's M/WBE Utilization Plan and a completed Contractor's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate, and after award the Contractor must still submit the Contractor's Quality Assurance Report/Checklist.

⁵ If the workforce utilized in the performance of the contract can be separated out from the Contractor's and/or Subcontractor's total workforce, quarterly reports are required. If the workforce utilized in the performance of the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, semi-annual reports are required.

been received⁶.

LGAC shall review the substance of the Contractor's Form AC 3239-H – M/WBE Expenditure Reports and shall be responsible for evaluating and determining whether the Contractor has demonstrated compliance with its previously approved Form AC 3239-G – Contractor's M/WBE Utilization Plan. In making such determination, LGAC may review and investigate whether the participation goals are being achieved with certified minority- and women-owned business enterprises and whether information made available to LGAC through monitoring, onsite inspections, progress meetings regarding work required by the State Contract, review of payrolls or other LGAC actions provides evidence of compliance.

Where it appears that a Contractor cannot, after a good faith effort, comply with its previously approved Form AC 3239-G – Contractor's M/WBE Utilization Plan, such Contractor may submit a completed Form AC 3239-F (Request for Waiver) setting forth the reasons for such Contractor's inability to meet any or all of the participation requirements, together with an explanation and supporting documentation demonstrating the efforts undertaken by such Contractor to obtain the required M/WBE participation⁷.

If LGAC determines that the Contractor has not demonstrated compliance with its previously approved Form AC 3239-G – Contractor's M/WBE Utilization Plan and has made no good faith effort to do so, LGAC shall make every effort to resolve the deficiencies identified and to bring the Contractor into compliance with such requirements.

If LGAC is unsuccessful in its efforts, and, upon review, the Deputy Comptroller for Human Resources and Administration at OSC agrees that the Contractor is non-compliant, LGAC shall either:

(i) submit a written complaint to the New York State Department of Economic Development's Division of Minority and Women's Business Development ("DMWBD") regarding the Contractor's/Subcontractor's noncompliance and recommend to DMWBD that it review and attempt to resolve the noncompliance matter. LGAC shall serve a copy of the complaint upon the Contractor/Subcontractor by personal service or certified mail, return receipt requested.

DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall take all appropriate actions under statute (Executive Law §316) and regulation (5 NYCRR §142.12), including potential temporary debarment of the Contractor where the Contractor is found to have engaged in fraudulent or intentional misrepresentation or willful or intentional disregard of the M/WBE participation requirement in the State Contract; or

(ii) withhold payment from the Contractor as liquidated damages in accordance with 5 NYCRR §142.13, if the Deputy Comptroller for Human Resources and Administration at OSC determines that the Contractor has breached the State Contract by willfully and intentionally failing to comply with the M/WBE participation goals set forth in the State Contract. 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 M/WBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the State Contract.

Nothing herein shall diminish or supersede LGAC's authority and responsibility to enforce the requirements of its contracts.

All Affirmative Action, EEO, and M/WBE compliance forms required to be submitted along with bids and/or proposals for LGAC procurements are attached hereto. These forms are to be submitted without change to participation goals specified in the procurement documents.

⁶ Contractors will be requested to provide additional compliance reports and information (i) to verify payments made to MWBEs, (ii) to verify M/WBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

⁷ Requests for a partial or total waiver made subsequent to award of a State Contract may be made at any time during the term of the State Contract but prior to the submission of a request for final payment on that State Contract.

By submitting a bid/proposal, the Proposer/Contractor agrees to provide to LGAC access to all documentation, records, reports, facilities, etc., which LGAC may deem necessary to determine Proposer/Contractor compliance.

After the award of a State Contract, submit two originals and two copies of all required reports, forms, information, and Requests for Waivers (if applicable) to LGAC the following address:

New York State Office of the State Comptroller
Bureau of Financial Administration
110 State Street, Stop 13-2
Albany, NY 12236
Attn: Brian Matthews, Director

Requests for technical assistance in meeting these requirements can be obtained by contacting OSC at (518) 474-7674.

Forms attached to this Appendix B:

- AC 3239-A – Proposer's EEO Staffing Plan of Anticipated Workforce
 - To be submitted with the Administrative Proposal
- AC 3239-B – Contractor's/Subcontractor's EEO Workforce Utilization Report
 - To be submitted as part of post-contract documents
- AC 3239-C – M/WBE Goal Requirements – Certification of Good Faith Efforts
 - To be submitted with the Administrative Proposal
- AC 3239-D – Proposer's M/WBE Utilization Plan
 - To be submitted with the Administrative Proposal
- AC 3239-E – Proposer's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate
 - To be submitted with the Administrative Proposal
- AC 3239-F – Request for Waiver
 - To be submitted with the Administrative Proposal (if applicable)
- AC 3239-G – Contractor's M/WBE Utilization Plan
 - To be submitted as part of post-contract documents
- AC 3239-H – M/WBE Expenditure Reports
 - To be submitted as part of post-contract documents on a per-invoice basis
- AC 3239-I – Contractor's Quality Assurance Report/Checklist
 - To be submitted as part of post-contract documents

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal.

Proposer Name: Public Resource Advisory Group, Inc.	Federal Identification Number: 13-3266119
Address: 39 Broadway, Suite 1210	Procurement Number: 18-03
City, State, Zip Code: New York, New York, 10006	MWBE Participation Goals: MBE <u>15</u> % WBE <u>15</u> %

Does the Proposer have an existing affirmative action program?
(Check one): Yes No (if Yes, attach current copy of EEO Policy Statement.)

Is the Proposer ESD Certified: (Check one): Yes No (if Yes, provide ESD Certification Number and Expiration Date.)

Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that can be separated out from the Contractor's/Subcontractor's total workforce.

Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that cannot be separated out from the Contractor's/Subcontractor's total workforce.

Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract.

RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)

JOB CATEGORIES (as defined in the Instructions attached)	Hispanic or Latino		(NOT HISPANIC OR LATINO)												Total Columns A - N
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers			1	0											1
First/Mid-Level Officials and Managers			1	1											2
Professionals			1								1	1			3
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL:			3	1							1	1			6

Prepared by (signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Brenda Henry	Controller	8-23-18	(212) 566-7800	bhenry@pragadvisors.com

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE**

Location and Description of Work to be Performed (expand as necessary):

Public Resources Advisory Group, Inc. New York Office. General Financial Advisory Services.

INSTRUCTIONS FOR COMPLETING PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE FORM

RACE AND ETHNIC IDENTIFICATION*	
For the purpose of completing this form, LGAC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:	
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China; India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.
<p>Submission of this form constitutes the Proposer's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.</p> <p>By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.</p> <p>Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.</p> <p>*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eo1survey/2007instructions.cfm.</p>	

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT**

PART A – INSTRUCTIONS: All Contractors/Subcontractors must complete and submit this form within ten (10) days after the end of each quarterly reporting period (March 31, June 30, September 30, and December 31).

Contractor/Subcontractor Name:		Federal Identification Number:	
Address:		Contract Number:	
City, State, Zip Code:		<input type="checkbox"/> Check box to request that the material included herein be withheld from disclosure pursuant to Article 8 of the Public Officers Law (Freedom of Information Law)	
Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor		Reporting Period – Select One:	
<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract.		<input type="checkbox"/> January 1 – March 31 <input type="checkbox"/> April 1 – June 30	
<input type="checkbox"/> Check box if the information provided below reflects Contractor's/Subcontractor's total workforce.		<input type="checkbox"/> July 1 – September 30 <input type="checkbox"/> October 1 – December 31	

Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract and the total number of hours worked and gross wages received in connection with this State Contract.

JOB CATEGORIES (as defined in the instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the instructions attached.)														Total Columns A – N
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Executive/Senior Level Officials and Managers															
Number of Employees:															
Number of Hours:															
Gross Wages:															
First/Mid-Level Officials and Managers															
Number of Employees:															
Number of Hours:															
Gross Wages:															
Professionals															
Number of Employees:															
Number of Hours:															
Gross Wages:															
Technicians															
Number of Employees:															

INSTRUCTIONS FOR COMPLETING CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT FORM

RACE AND ETHNIC IDENTIFICATION*

For the purpose of completing this form, LGAC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.

CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT SUBMISSION REQUIREMENTS

Please submit completed Form AC 3239-B within ten (10) days after the end of each quarterly reporting period (March 31, June 30, September 30, and December 31) to:

New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

The Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

Failure to submit complete and accurate information may result in non-compliance and penalties.

*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eoosurvey/2007instructions.cfm.

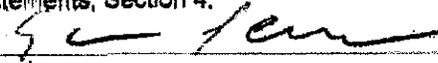
**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
M/WBE GOAL REQUIREMENTS – CERTIFICATION OF GOOD FAITH EFFORTS**

Bidders/Proposers must document "good faith efforts" to provide meaningful participation by New York State Certified Minority and Women-Owned Business Enterprises ("M/WBE"s) as subcontractors and/or suppliers in the performance of this State Contract.

The undersigned hereby certifies under penalty of perjury that he/she has taken the following actions on behalf of the Bidder/Proposer to demonstrate the aforesaid good faith efforts:

- a) The Bidder/Proposer attended any pre-bid meetings that were scheduled by LGAC or the NYS Department of Economic Development ("DED") or its designee to inform M/WBEs of contracting and subcontracting opportunities available on the project;
- b) The Bidder/Proposer identified economically feasible units of the project that could be contracted or subcontracted to M/WBEs in order to increase the likelihood of participation by such enterprises;
- c) The Bidder/Proposer advertised in general circulation, trade association and trade-oriented, minority and women-focused publications, if any, concerning the contracting or subcontracting opportunity;
- d) The Bidder/Proposer solicited and provided written notice to a reasonable number of M/WBEs identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development's ("ESD") Division of Minority and Women-Owned Business Development ("DMWBD"), or its designee, of the contracting or subcontracting opportunity in sufficient time to allow the M/WBEs to participate effectively;
- e) The Bidder/Proposer followed up initial solicitations by contacting the M/WBEs to determine whether the M/WBEs were interested in such contracting or subcontracting opportunity;
- f) The Bidder/Proposer provided interested M/WBEs with adequate information about the plans, specifications, and requirements for the contracting or subcontracting opportunity;
- g) The Bidder/Proposer used the services of community organizations, contractor groups, State and federal business assistance offices and other organizations identified by DED or its designee that provide assistance in the recruitment and placement of M/WBEs; and
- h) The Bidder/Proposer negotiated in good faith with M/WBEs submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals, or quotations prepared by any M/WBE. "Good faith" negotiating means engaging in good faith discussions with M/WBEs about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the M/WBEs, including sharing with them any cost estimates from the procurement documents, if available.

I have provided information on the above as requested for (RFP18-03) in Attachment A, Proposer's Certified Statements, Section 4.


Signature

Steven Peyser, President
Printed or Typed Name and Title

18-03
Procurement Number

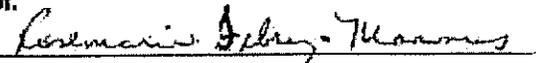
August 23, 2018
Date

STATE OF NEW YORK)

) ss:

COUNTY OF New York)

On the 23 day of August in the year 2018 before me personally came Steven Peyser to me known, who, being by me duly sworn, did depose and say that (s)he resides in New York; that (s)he is the President of Public Resources Advisory Group, Inc. which executed the above instrument; and that (s)he signed his/her name thereto as the President thereof.


ROSEMARIE PENDER, Notary Public
Notary Public, State of New York
No. 6172434093
Qualified in Kings County
Commission Expires January 31, 2022

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S MWBE UTILIZATION PLAN**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this MWBE Utilization Plan as part of its Administrative Proposal. Proposers must submit a separate MWBE Utilization Plan for each MWBE utilized.

Contractor Name: Public Resources Advisory Group, Inc.	Federal Identification Number: 13-3266119
Address: 39 Broadway, Suite 1210	Procurement Number: 18-03
City, State, Zip Code: New York, New York, 10006	MWBE Participation Goals: MBE 15 % WBE 15 %

LIST ALL MWBE SUBCONTRACTORS AND/OR SUPPLIERS TO BE UTILIZED (ATTACH ADDITIONAL SHEETS IF NECESSARY).

MWBE Name, Address, Email Address, and Telephone Number	Certification Classification (check all that apply.)	Federal ID No.	Estimated Dollar Value of Work/Supplies	
A. Backstrom McCauley Berry & Co., LLC bberry@mcberco.com 848 Third Avenue 6 th Floor New York, NY 10022 Telephone: (212) 290-6076	NYS ESD Certified: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	01-0704008	Backstrom McCauley Berry & Co., LLC will Assist PRAG in providing financial advisory service related to the State's competitive and negotiated bond sales (including market research and pricing analysis).	Please provide a brief description of services or supplies to be provided by each MWBE identified here on Page 2.
B. Mohanty Gargula LLC mohanty@pragadvisors.com 100 Park Avenue, Suite 1800 New York, NY 10017 Telephone: (212) 390-3327	NYS ESD Certified: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	28-3244150	Mohanty Gargula LLC will Assist PRAG in derivative advisory services related to the LGAC's Interest rate swaps.	

C. ESD Certification Number: _____ **D. ESD Certification Expiration Date:** _____

If Contractor will not be utilizing an MWBE, check here and attach Form AC 3239-F, Request for Waiver, and supporting documentation.
 If Contractor has previously submitted AC 3239-F, Request for Waiver, for this procurement, check here and enter date submitted: _____

Prepared by (Signature):

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Patricia Leonard	Business Manager	8-23-2018	(212) 566-7800	pleonard@pragadvisors.com

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

THIS SECTION FOR LGAC USE ONLY

Reviewed by:	Date Received:	Utilization Plan Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Approved:	MWBE Certification Status: MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No				
Deficiencies Identified: MBE <input type="checkbox"/> Yes <input type="checkbox"/> No / WBE <input type="checkbox"/> Yes <input type="checkbox"/> No	Notice of Deficiency Issued: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Notice of Deficiency:	Waiver Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No (Partial <input type="checkbox"/> Total <input checkbox"="" type="checkbox/>)</td> </tr> <tr> <td>Waiver Granted:
<input type="/> Yes <input type="checkbox"/> No		If Waiver Granted Total Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No Partial Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No		Waiver Approved by (Signature):	

NOTES:

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S/CONTRACTOR'S M/WBE UTILIZATION PLAN**

Provide a brief description of the services or supplies to be identified by the subcontractor(s) identified above:

Financial Advisory Services and Swap Advisory Services

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal. Part A must be completed and signed by the Proposer. Parts B and C must be completed and signed by each of the M/WBE subcontractors/suppliers identified on Form AC 3239-D (Proposer's M/WBE Utilization Plan).

PART A -- TO BE COMPLETED BY THE PROPOSER FOR EACH M/WBE IDENTIFIED ON AC 3239-D

Proposer Name: Public Resources Advisory Group, Inc.		Federal Identification Number: 13-3266119		
Address: 39 Broadway, Suite 1210		Procurement Number: 18-03		
City, State, Zip Code: New York, New York 10006		M/WBE Participation Goals: MBE 15 % WBE ____ %		
Telephone Number: 212-566-7800		Email Address: mconley@pragadvisors.com		
Name of Proposer's Preparer	Title of Preparer	Date	Telephone Number	Email Address
Patrice Leonard	Business Manager	8-22-2018	212-566-7800	pleonard@pragadvisors.com

PART B -- TO BE COMPLETED BY EACH MBE/WBE IDENTIFIED ON AC 3239-D ACKNOWLEDGING THAT THE NAMED VENDOR INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE CONTRACTOR AND PROCUREMENT.

Name of Subcontractor/Supplier: Backstrom McCarley Berry & Co., LLC		Federal Identification Number: 01-0704006		
Address: 845 Third Avenue, 6th Floor		NYS ESDC Certification Status (Check one): <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE (attach copy of ESD Certification) <input type="checkbox"/> Have applied to ESDC for certification as <input type="checkbox"/> MBE <input type="checkbox"/> WBE		
City, State, Zip Code: New York, New York, 10022		Provider type (Check one): <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier		
ESD Certification Number:	52210	ESD Certification Expiration Date:	7/16/2021	

Please provide a brief description of services or supplies to be provided on Page 2.

The undersigned is prepared to provide the services or supplies described on Page 2 and will enter into a formal agreement to do so with the Proposer named above upon execution of a State Contract between the Proposer and the Office of the State Comptroller.

Signature of Authorized Representative of the M/WBE Firm:				
Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Vincent McCarley	CEO	8-22-2018	(415) 857-6101	vmccarley@bmcaco.com

Estimated Total Dollar Value of the Agreement to be entered into with the Subcontractor/Supplier: \$

THIS SECTION FOR LGAC USE ONLY

Reviewed by	Date	Utilization Plan Approved	Date	Certification Verified
		<input type="checkbox"/> Yes <input type="checkbox"/> No		MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No

NOTES:

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

Description of Services or Supplies to be Provided (expand as necessary):

Financial Advisory Services

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal. Part A must be completed and signed by the Proposer. Parts B and C must be completed and signed by each of the M/WBE subcontractors/suppliers identified on Form AC 3239-D (Proposer's M/WBE Utilization Plan).

PART A – TO BE COMPLETED BY THE PROPOSER FOR EACH M/WBE IDENTIFIED ON AC 3239-D

Proposer Name: Public Resources Advisory Group, Inc.		Federal Identification Number: 13-3266119		
Address: 39 Broadway, Suite 1210		Procurement Number: 18-03		
City, State, Zip Code: New York, New York, 10006		M/WBE Participation Goals: MBE _____ % WBE 15 %		
Telephone Number: (212) 566-7800		Email Address: mconley@pragadvisors.com		
Name of Proposer's Preparer	Title of Preparer	Date	Telephone Number	Email Address
Patrice Leonard	Business Manager	8-22-2018	(212) 566-7800	pleonard@pragadvisors.com

PART B – TO BE COMPLETED BY EACH MBE/WBE IDENTIFIED ON AC 3239-D ACKNOWLEDGING THAT THE NAMED VENDOR INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE CONTRACTOR AND PROCUREMENT.

Name of Subcontractor/Supplier: Mohanty Gargiulo LLC		Federal Identification Number: 26-3244150		
Address: 100 Park Avenue, Suite 1600		NYS ESDC Certification Status (Check one): <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE (attach copy of ESD Certification) <input type="checkbox"/> Have applied to ESDC for certification as <input type="checkbox"/> MBE <input type="checkbox"/> WBE		
City, State, Zip Code: New York, New York 10017		Provider type (Check one): <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier		
ESD Certification Number:	52820	ESD Certification Expiration Date:	6/29/2020	

Please provide a brief description of services or supplies to be provided on Page 2.

The undersigned is prepared to provide the services or supplies described on Page 2 and will enter into a formal agreement to do so with the Proposer named above upon execution of a State Contract between the Proposer and the Office of the State Comptroller.

Signature of Authorized Representative of the M/WBE Firm: 

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Seema Mohanty	Managing Director	8-22-2018	(212) 300-3327	seema@mohantyllc.com

Estimated Total Dollar Value of the Agreement to be entered into with the Subcontractor/Supplier: \$ TBD

THIS SECTION FOR LGAC USE ONLY

Reviewed by	Date	Utilization Plan Approved	Date	Certification Verified
		<input type="checkbox"/> Yes <input type="checkbox"/> No		MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No

NOTES:

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S MWBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

Description of Services or Supplies to be Provided (expand as necessary):

Financial Advisory Services

**NEW YORK STATE LOCAL GOVERNMENT ASSISTANCE CORPORATION
REQUEST FOR WAIVER**

INSTRUCTIONS AND SUBMISSION REQUIREMENTS: PROPOSERS/CONTRACTORS MUST FOLLOW THE INSTRUCTIONS ON PAGE 2 OF THIS FORM TO REQUEST A WAIVER OF THE M/WBE PARTICIPATION GOALS INCLUDED IN THIS PROCUREMENT. THIS FORM MAY BE USED PRIOR TO AND/OR AFTER AWARD OF A STATE CONTRACT.				
Proposer/Contractor Name:		Federal Identification Number:		
Address:		Procurement/Contract Number: _____		
City, State, Zip Code:		M/WBE Participation Goals: MBE _____% WBE _____%		
COMPLETE THIS SECTION ONLY IF THIS WAIVER IS REQUESTED AFTER AWARD OF A STATE CONTRACT.				
Contract Award Date: _____		Contract Start Date: _____		Contract End Date: _____
All Requests for Waiver (AC 3239-F) submitted prior to or after award of a State Contract must be accompanied by the information requested on Page 2 of this form, Instructions and Submission Requirements.				
Proposer/Contractor is requesting a Waiver of the following M/WBE participation goals as follows (check as appropriate):				
<input type="checkbox"/> MBE Waiver – A waiver of the MBE participation goal for this procurement is requested.		<input type="checkbox"/> Total Waiver		<input type="checkbox"/> Partial Waiver
<input type="checkbox"/> WBE Waiver – A waiver of the WBE participation goal for this procurement is requested.		<input type="checkbox"/> Total Waiver		<input type="checkbox"/> Partial Waiver
Prepared by (Signature): _____				
Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
SUBMISSION OF THIS FORM CONSTITUTES THE PROPOSER'S ACKNOWLEDGMENT AND AGREEMENT TO ADHERE TO THE M/WBE REQUIREMENTS AND PROCEDURES SET FORTH UNDER THIS PROCUREMENT AND LGAC'S RIGHT TO EVALUATE AND DETERMINE CONTRACTOR/SUBCONTRACTOR ADHERENCE OR COMPLIANCE DURING THE BID AND AWARD OF SAID STATE CONTRACT, PURSUANT TO NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A AND THE IMPLEMENTING REGULATIONS SET FORTH UNDER 5 NYCRR. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN NON-COMPLIANCE AND PROPOSAL DISQUALIFICATION.				
THIS SECTION FOR LGAC USE ONLY				
Date Waiver Request Received		Reviewed by		Date
Waiver Requested		Waiver Granted		If Waiver Granted
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Total Waiver
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Signature of LGAC Reviewer:				

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
REQUEST FOR WAIVER

PLEASE READ THESE INSTRUCTIONS AND DOCUMENT SUBMISSION REQUIREMENTS CAREFULLY.

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS FOR REQUEST FOR WAIVER OF M/WBE PARTICIPATION GOALS

PART 1. INSTRUCTIONS FOR PROPOSER/CONTRACTOR REQUEST FOR WAIVER (AC 3239-F):

- I. **(PRIOR TO AWARD OF A STATE CONTRACT):** Proposers requesting a waiver of M/WBE Participation Goals must submit the information listed in PART II as part of its Administrative Proposal.
- II. **(AFTER AN AWARD OF A STATE CONTRACT):** Contractors may request a waiver of M/WBE Participation Goals at any time during the term of the contract but prior to the submission of a request for final payment on that contract. Contractors requesting a waiver of M/WBE Participation Goals must submit the information listed in PART II.

All waiver requests must be submitted to:

New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

PART II. DOCUMENTATION SUBMISSION REQUIREMENTS FOR REQUESTING WAIVERS

1. The names of general circulation, trade association, and minority and women oriented publications in which bids/proposals were solicited for purposes of complying with participation goal requirements established for certified M/WBE participation;
2. The dates bid solicitations for certified M/WBE participation were published in any of the publications listed in #1;
3. List of certified M/WBEs appearing in the directory which were solicited in writing to provide bids/proposals for purposes of complying with participation goal requirements established for certified M/WBE participation;
4. Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all certified M/WBEs;
5. Copies of responses made by certified M/WBEs to solicitations made by the Proposer/Contractor;
6. A description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids/proposals, and the dates and manner in which these documents were made available;
7. Documentation of any negotiations between the Proposer/Contractor and certified M/WBEs undertaken for the purposes of complying with participation goal requirements established for certified M/WBE participation;
8. Any other information determined relevant by LGAC; and
9. A statement setting forth the Proposer's/Contractor's basis for requesting a partial or total waiver of M/WBE participation goals.

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S M/WBE UTILIZATION PLAN**

INSTRUCTIONS: After the award of a State Contract, Contractors must complete and submit this Contractor's M/WBE Utilization Plan as part of their compliance reporting. Contractors must submit a separate M/WBE Utilization Plan for each M/WBE utilized on the State Contract.

Contractor Name:	Federal Identification Number:
Address:	Contract Number: _____
City, State, Zip Code:	M/WBE Participation Goals: MBE _____ % WBE _____ %

LIST ALL M/WBE SUBCONTRACTORS AND/OR SUPPLIERS TO BE UTILIZED (ATTACH ADDITIONAL SHEETS IF NECESSARY).

M/WBE Name, Address, Email Address; and Telephone Number	Certification Classification (check all that apply.)	Federal ID No.	Estimated Dollar Value of Work/Supplies	Please provide a brief description of services or supplies to be provided by each M/WBE identified here on Page 2.
A.	NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
C. ESD Certification Number:		D. ESD Certification Expiration Date:		

If Contractor will not be utilizing an M/WBE, check here and attach Form AC 3239-F, Request for Waiver, and supporting documentation.
If Contractor has previously submitted AC 3239-F, Request for Waiver, for this procurement, check here and enter date submitted: _____

Prepared by (Signature):

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

THIS SECTION FOR LGAC USE ONLY

Reviewed by:	Date Received:	Utilization Plan Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Approved:	M/WBE Certification Status: MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No				
Deficiencies Identified: MBE <input type="checkbox"/> Yes <input type="checkbox"/> No / WBE <input type="checkbox"/> Yes <input type="checkbox"/> No	Notice of Deficiency Issued: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Notice of Deficiency:	Waiver Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No (Partial <input type="checkbox"/> Total <input checkbox"="" type="checkbox/>)</td> </tr> <tr> <td>Waiver Granted
<input type="/> Yes <input type="checkbox"/> No		If Waiver Granted Total Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No Partial Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No		Waiver Approved by (Signature):	

NOTES:

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S M/WBE UTILIZATION PLAN**

Provide a brief description of the services or supplies to be identified by the subcontractor(s) identified above:

Please submit completed Form AC 3239-G to:

**New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236**

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

**NEW YORK STATE LOCAL GOVERNMENT ASSISTANCE CORPORATION
M/WBE EXPENDITURE REPORT**

INSTRUCTIONS: The Awarded Contractor is required to complete and submit this M/WBE Expenditure Report on a per-invoice basis upon award of the State Contract for each M/WBE Subcontractor/Supplier Identified in its Utilization Plan (AC 3239-D and AC 3239-G).				
Contractor Name:			Federal Identification Number:	
Contract Start Date:		Projected End Date:	Contract Number:	
Report for Period (MM/DD/YY) _____ to (MM/DD/YY) _____			Total Amount of Awarded Contract: \$	
M/WBE SUBCONTRACTOR AND/OR SUPPLIER UTILIZED				
M/WBE Name and Address, Including Email Address and Telephone Number of Contact Person		Certification Classification	Federal ID No.	Brief Description of Work/Supplies
		NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		
ESD Certification Number:		ESD Certification Expiration Date:		
Actual Payment for This Period		Total Payment Made To Date	Total Percentage of Participation Goal Paid to Date	
\$		\$	%	
Prepared by (Signature):				
Name of Preparer	Title of Preparer	Date	Telephone Number	E-mail Address
BY SUBMISSION OF THIS FORM, THE CONTRACTOR CERTIFIES THAT PAYMENT HAS BEEN MADE OR WILL BE MADE TO THE M/WBE NAMED ABOVE IN THE AMOUNT REPORTED, IN ACCORDANCE WITH THE TERMS OF THE M/WBE PARTICIPATION GOALS STATED IN THE CONTRACTOR'S PROPOSAL.				
THIS SECTION FOR LGAC USE ONLY				
Reviewed by		Date	Utilization % to be Applied	Actual Utilization to date:
			MBE _____ % WBE _____ %	MBE _____ % WBE _____ %
Waiver Requested	Waiver Granted	If Waiver Granted		Notice of Deficiency Issued
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Total Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No Partial Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No
NOTES:				

**NEW YORK STATE LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S QUALITY ASSURANCE REPORT/CHECKLIST**

INSTRUCTIONS: Contractors/Subcontractors are required to submit a completed Form AC 3239-I (Contractor's Quality Assurance Report/Checklist and all submission documents required by the fifth (5th) day of the month, beginning thirty (30) days following the award of a State Contract.

Contractor Name:	Federal Identification Number:
Address:	Procurement/Contract Number:
	Contract Award Date:
City, State, Zip Code:	Contract Start Date:
	Contract End Date:

SECTION I. WORKFORCE UTILIZATION

1. Contractor's/Subcontractor's Checklist of EEO Compliance Documents for Submission:

Current EEO Policy Statement was submitted on _____ (date)

Contractor's/Subcontractor's EEO Workforce Utilization Report (AC 3239-B) was submitted on _____ (date)

SECTION II. M/WBE UTILIZATION

2. Contractor's/Subcontractor's Checklist of M/WBE Utilization Documents for Submission:

Contractor's M/WBE Utilization Plan (AC 3239-G) (A separate Utilization Plan is required for each M/WBE identified.)

Copy of Contractor's/Subcontractor's executed written agreement with the M/WBE Subcontractor/Supplier. (A separate Agreement is required for each M/WBE identified.)

3. Has Contractor/Subcontractor requested any of the following? (Check all that apply.)

Waiver of the MBE participation goal for the above procurement/contract. Date requested: _____

Waiver of the WBE participation goal for the above procurement/contract. Date requested: _____

4. Has Subcontractor's ESD Certification Number and Expiration Date been entered? Yes No

Prepared by (Signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address

Submit completed forms and documentation to: New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

FOR LGAC USE ONLY

RECEIVED DATE	WAIVER STATUS	LGAC STATUS	WORKFORCE UTILIZATION PLAN	M/WBE UTILIZATION PLAN
	<input type="checkbox"/> Approved <input type="checkbox"/> Pending <input type="checkbox"/> Denied Date: _____	<input type="checkbox"/> Responsive <input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied

APPENDIX C

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION EXECUTIVE POLICY STATEMENT ON DISCRIMINATION/HARASSMENT

It is the policy of the New York Local Government Assistance Corporation ("LGAC") to provide its employees with a workplace that is free of discrimination/harassment based on race, color, sex (including gender identity or expression), creed or religion, age, national origin, disability, marital status, sexual orientation, military status, genetic predisposition or carrier status, Vietnam Era Veteran status, or any other classification protected by State, federal, or local law, rule or regulation, or executive order.

In keeping with this policy, LGAC reaffirms that it will not tolerate such discrimination/harassment of its employees by anyone, and that it will take the steps necessary to prevent and stop the occurrence of such conduct in its workplace. In addition, LGAC considers such conduct to be a form of employee misconduct. LGAC employees and any third parties who interact with LGAC employees in the workplace are expected to avoid any behavior or conduct that could be interpreted as discrimination/harassment based on membership in any of the above classes.

Discrimination is defined as the failure or refusal to hire, promote, or train an individual or treat that individual equally with respect to compensation, terms, conditions, or privileges of employment because of that individual's membership in any one of the above classes. Harassment based upon a person's membership in any of the above classes is included within the definition of discrimination.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is either explicitly or implicitly a term or condition of an employee's employment, or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee, or
- The conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment for an employee.

Sexual harassment may include but is not limited to expressed or implied sexual propositions; sexual innuendo; suggestive comments; sexually oriented "kidding", "teasing", or "practical jokes"; jokes about gender-specific traits; jokes about sexual orientation, or perceived masculinity or femininity of individuals; foul or obscene language or gestures; display of foul, obscene, or sexually suggestive printed or visual material; physical conduct such as touching or patting; sexually oriented computer or phone mail messages; suggestive or obscene letters, notes, or invitations; inappropriate discussions of a person's physical appearance; or unwelcome gifts and attention.

The following are examples of conduct that may constitute harassment based upon membership in one of the above classes:

- Kidding or teasing related to membership in, or characteristic of one of the above classes, such as laughing at or mimicking someone's physical or mental impairment, foreign accent, etc.;
- Using ethnic or racial slurs;
- Telling jokes that belittle a member or members of one of the above classes.

These examples comprise only a partial list of conduct that may be considered harassment based on any of the covered classes. If you have any questions about what behavior constitutes such discrimination/harassment, please contact the Comptroller's Affirmative Action Office at (518) 473-1368.

State, federal, or local law, rule or regulation, or executive order prohibits discrimination/harassment based on membership in the above classes. All LGAC employees and any third parties who interact with LGAC employees at the workplace, such as vendors and independent contractors, are expected to avoid any behavior or conduct that could be interpreted as discrimination/harassment based on membership in such a class. If a third party is found to have committed such an act of discrimination/harassment against an LGAC employee in the workplace, LGAC will take all steps necessary to prevent and stop that behavior.

APPENDIX D
NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROCUREMENT INTEGRITY PROCEDURES

In order to ensure that procurements of goods or services¹ by the Local Government Assistance Corporation (Corporation) are conducted in a fair, equitable and open manner, the procedures set forth below shall apply to the procurement process.

The Co-Executive Directors shall have general responsibility for the prevention of improper influence relative to all procurement contracts awarded by the Corporation.

A copy of these Procurement Integrity Procedures will be given to every New York State or Corporation employee assigned to any task related to a Corporation procurement. A copy of these procedures will be incorporated into every Request for Information (RFI), Request for Proposals (RFP) or Invitation for Bids (IFB) issued by the Corporation.

Any New York State or Corporation employee assigned to provide services to the Corporation who violates these procedures may be subject to disciplinary action, such as a reprimand, suspension, demotion, or dismissal. Any vendor who violates these procedures may, after notice and an opportunity to be heard, be determined to be a non-responsible vendor, and on the basis of such a determination may be ineligible to receive a contract award.

Every reasonable effort will be made to assure compliance with these procedures, but a minor deviation from these procedures that does not impair the fairness and integrity of the procurement process will not require the invalidation of a contract award.

1. New York State or Corporation employees assigned to provide services to the Corporation must provide every interested vendor² with an equal opportunity to compete. No information may be given to one vendor without being made available to all other interested vendors. Vendors should be asked to submit every substantive question³ concerning the procurement in writing not later than the date specified by the Corporation for such questions; and a copy of each question, together with the Corporation's written answer, should be supplied to all interested vendors and included in the procurement record.
2. Unless otherwise directed by the Co-Executive Directors of the Corporation, the Director of Financial Administration of the Office of the State Comptroller (OSC) or a designee will serve as the coordinator for all procurement-related contacts between Corporation personnel and vendor personnel. All telephone calls, correspondence, and meeting requests must be routed to: Director of Financial Administration, Office of the State Comptroller, 110 State Street – Stop 13-2, Albany, NY 12236, telephone: (518) 474-7574, Fax: (518) 474-9377, E-mail: RFP@osc.us.gov OSC's Director of Financial Administration, or a designee, will maintain a record of all such contacts.

¹ These procedures apply to determinations by the Corporation to award a contract for the acquisition of any goods, services, or information technology, except that they do not apply to selection of counsel to represent the Corporation in transactional, investment or litigation matters. Such Corporation selections remain subject to the Corporation Board's fiduciary responsibilities, and are to be made in a fair and equitable manner in accordance with those responsibilities.

² For the purposes of these procedures, the term "interested vendor" means a person or firm that has received or requested an RFI, RFP, or IFB or any other solicitation conducted or issued by LGAC.

³ For the purposes of these procedures, the term "substantive question" means an inquiry concerning a material requirement of the procurement process, such as a technical specification or a financial prerequisite. The term does not apply to ministerial matters, such as the time and place or manner of submitting a bid or proposal.

3. A vendor may not exert or attempt to exert any improper influence⁴ relating to the vendor's bid or proposal. Any New York State or Corporation employee assigned to provide services to the Corporation, who has direct knowledge of any improper influence or attempt to exert an improper influence concerning a procurement contract shall immediately make a record of the improper influence or attempted improper influence and notify the Co-Executive Directors to the Corporation. The Co-Executive Directors shall thereupon cause an investigation to be made and shall recommend such action, if any, as may be necessary.
4. Unless otherwise directed by the Co-Executive Directors to the Corporation, OSC's Director of Financial Administration or a designee will be responsible for approving and scheduling all contacts between New York State or Corporation employees assigned to provide services to the Corporation and vendor personnel concerning procurements.
5. Vendors are expected to obtain information relating to a Corporation procurement only from a New York State or Corporation employee assigned to provide services to the Corporation or other person designated by the Corporation. Vendors who seek information from other sources are cautioned that they rely on such information at their own risk.
6. Every RFI, IFB, RFP or other solicitation conducted or issued by the Corporation shall require vendors to identify in their bids or proposals the persons authorized to represent the vendor by name, address, telephone number, place of principal employment and occupation. This requirement applies not only to vendor employees involved in the submission of the vendor's bid or proposal but also to every individual or organization employed or designated by the vendor to attempt to influence the procurement process⁵. If, after submission of a bid or proposal, a vendor retains an individual or organization to attempt to influence the procurement process, then the name, address, telephone number, place of principal employment and occupation of such individual or organization shall be disclosed in writing to the Corporation prior to any contact with the Corporation and such disclosure shall be included in the procurement record. IFBs, RFIs, RFPs and other solicitations conducted or issued by the Corporation shall require that vendors indicate in their bids or proposals or subsequent disclosures whether each contact individual or organization has a financial interest in the procurement.
7. All contacts between a New York State or Corporation employee assigned to provide services to the Corporation and vendor personnel during which a procurement-related matter is discussed in any way must be by telephone, in writing, or in person at the place of business of the Corporation or the vendor or at a place designated by the Corporation. Written documentation of all such discussions must be filed by the Director of Financial Administration or designee in the procurement record.
8. During the procurement process no lunch, dinner, or other meal shall be accepted by a New York State or Corporation employee assigned to provide services to the Corporation from an interested vendor, except that a presentation, interview or similar session occurring at the place of business of the Corporation or a vendor or at a place designated by the Corporation may include a refreshment break.

⁴ For the purposes of these procedures, the term "improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a bid or proposal based on considerations other than the merits of the proposal, including but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law sections 73 and 74.

⁵ For the purposes of these procedures, the term "attempt to influence the procurement process" means any attempt to influence any determination by the Corporation by a person other than a New York State or Corporation employee assigned to provide services to the Corporation with respect to (i) the solicitation, evaluation or award of a procurement contract; or (ii) the preparation of specifications or request for submissions of bids or proposals for a procurement contract.

9. The evaluations of competing bids or proposals and the recommendations and deliberations of the Corporation evaluation or selection committees shall be based solely on the merits of the bids or proposals, free from any improper influence.
10. Prior to the public release by the Corporation of an IFB, RFI, RFP or other solicitation conducted or issued by the Corporation, no New York State or Corporation employee assigned to provide services to the Corporation may disclose the contents of any portion of such solicitation to any person not employed by or assigned to provide services to the Corporation or any other person not authorized by the Director of Financial Administration or designee unless such disclosure is specifically authorized by the Director of Financial Administration, who shall only authorize such disclosure if he or she determines that such disclosure will not impair the fairness and integrity of the procurement process.
11. The evaluation of competing bids or proposals shall be conducted strictly in accordance with the detailed evaluation and selection procedures documented in the procurement record prior to the initial receipt and opening of the bids or proposals. The Director of Financial Administration or a designee shall issue the detailed evaluation and selection procedures to the members of the evaluation and selection committees prior to the distribution of the bids or proposals to the committee members for evaluation.
12. During the evaluation and selection phases of the procurement process, no New York State or Corporation employee assigned to provide services to the Corporation may disclose any part of a bid or proposal to any other person, except that (i) a member of an evaluation or selection committee may discuss a proposal with another member of the same committee, and (ii) a member of an evaluation or selection committee may disclose a proposal or a portion of a proposal to a person assigned to assist in the evaluation or selection process, as described below.
13. With the approval of the Director of Financial Administration or designee, evaluation or selection committees may appoint a New York State or Corporation employees assigned to provide services to the Corporation or other experts to provide supporting services or information to assist in the evaluation of proposals and the selection of a contractor.
14. At the discretion of the Director of Financial Administration or a designee, any person to whom a bid or a proposal or a portion of a bid or a proposal is disclosed may be required to comply with a written non-disclosure or confidentiality agreement setting forth the terms and conditions under which such person is entrusted with the bid or proposal or portion thereof.

APPENDIX E

PROPOSER'S CERTIFICATION/ACKNOWLEDGEMENTS

**PROPOSER'S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF
LGAC EXECUTIVE POLICY STATEMENT ON DISCRIMINATION/HARASSMENT**

By submission of this proposal, the Proposer and each person signing on behalf of the Proposer acknowledges that he/she has the authority to sign on behalf of the Proposer, has received a copy of the LGAC Policy Statement on Discrimination/Harassment (Appendix C), and agrees to abide by the terms of that Policy Statement should the Proposer and LGAC enter into the proposed contract.

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

**PROPOSER'S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF
LGAC PROCUREMENT INTEGRITY PROCEDURES**

By submission of this proposal, the Proposer and each person signing on behalf of the Proposer acknowledges that he/she has received a copy of the LGAC Procurement Integrity Procedures (Appendix D) and affirms, under penalty of perjury, that he/she understands such Procedures and will comply with them.

THE SIGNATURE BELOW INDICATES AGREEMENT WITH EACH OF THE ABOVE.

Signature

Stewart Pasver
Printed or Typed Name

President
Title

August 23, 2018
Date

APPENDIX F
LGAC PROPOSER'S DISCLOSURE
OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Have you been found by any governmental entity to be non-responsible within the past four (4) years from the date of this proposal due to:

1. Impermissible contacts or other violations of New York State Finance Law Section 139-j (e.g., conduct prohibited by the ethics provisions of the New York State Public Officers Law)?

Yes No

2. Intentional provision of false or incomplete information to a governmental entity?

Yes No

If your answer to either of the above is "Yes," please attach a written explanation, indicating the date of the non-responsibility finding, the entity that found you to be non-responsible, and the circumstances surrounding such finding (including any written finding of non-responsibility issued by such entity).



Signature

Steven Peysar

Printed or Typed Name

President

Title

18-03, Request for Proposals for Financial
Advisor Services

[Procurement number, name]

August 23, 2018

Date

APPENDIX G
CONSULTANT DISCLOSURE REPORTING REQUIREMENTS
CONTRACTOR INSTRUCTIONS

Background:

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OSC (Request for Proposals, Request for Quotations, Mini-Bid, or Invitation for Bids) must complete **Form A, State Consultant Services – Contractor's Planned Employment from Contract Start Date through the End of the Contract Term** upon notification of award. The completed **Form A** must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete **Form B, State Consultant Services Contractor's Annual Employment Report** annually for each year of the contract term, on a State fiscal year basis. The first report is due May 15 for the period April 1 through March 31 of the most recently concluded State fiscal year or portion thereof.

Form A must be submitted to OSC as the contracting agency, and Form B must be submitted to OSC (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Instructions:

FORM A:

Upon notification of contract award, use Form A, State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract. (Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration website at www.online.onetcenter.org.)
- **Number of employees:** the total number of employees in the employment category employed anticipated to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services to be provided during the Report Period.

Submit completed Form A within 48 hours of notification of selection for award to OSC (as the contracting agency) at the address listed below.

FORM B:

Use **Form B, State Consultant Services Contractor's Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to OSC (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, through the US Department of Labor's Employment and Training Administration website at www.online.onetcenter.org.)
- **Number of Employees:** the total number of employees in the employment category employed that provided services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours worked during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed **Form B** by **May 15** for the period **April 1 through March 31**, and annually by **May 15th** thereafter for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To OSC (as the contracting Agency):

By mail: Bureau of Financial Administration
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

By email: rfo@osc.state.ny.us

To the Consultant Reporting Section of the Bureau of Contracts at OSC:

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

To DCS:

By mail: NYS Department of Civil Service
ESP, Agency Building 1
20th Floor
Albany, NY 12239

FORM A

**New York State Consultant Services
Contractor's Planned Employment**
From Contract Start Date Through The End Of The Contract Term

State Agency Name: Office of the State Comptroller
State Agency Department ID: 3050000 **Agency Business Unit: OSC01**
Contractor Name: PRAG **Contract Number: 0001081**
Contract Start Date: 2/1/19 **Contract End Date: 1/31/24**

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
13-2051 Financial Analyst			\$1,381,250
Total this page	0	0	\$ 0.00
Grand Total			\$1,381,250

Name of person who prepared this report: **John Grybas**

Title: **CMBA**

Phone #:

Preparer's Signature: *[Signature]*

Date Prepared: **1/19/19**

(Use additional pages, if necessary)

FORM B

**New York State Consultant Services
Contractor's Annual Employment Report**
Report Period: April 1, to March 31,

Contracting State Agency Name: Office of the State Comptroller

Contract Number: _____ Agency Business Unit: OSC01
 Contract Term: / / to / / Agency Department ID: 3050000
 Contractor Name: _____
 Contractor Address: _____
 Description of Services Being Provided: _____

Scope of Contract (Choose one that best fits):

Analysis Evaluation Research Training

Data Processing Computer Programming Other IT consulting

Engineering Architect Services Surveying Environmental Services

Health Services Mental Health Services

Accounting Auditing Paralegal Legal Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of



**REQUEST FOR PROPOSALS
FOR FINANCIAL ADVISOR SERVICES**

RFP #18-03

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION

ISSUED: JULY 19, 2018

**THIS PROCUREMENT IS BEING CONDUCTED BY THE
NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
ON BEHALF OF THE NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION.**

**DIRECTOR OF FINANCIAL ADMINISTRATION
OFFICE OF THE STATE COMPTROLLER
110 STATE STREET, STOP 13-2
ALBANY, NY 12236-0001**

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1.0 CALENDAR OF EVENTS

RFP18-03 LGAC FINANCIAL ADVISOR SERVICES	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	July 19, 2018
Deadline for Submission of Written Questions	August 9, 2018 4:00 p.m. ET
Responses to Written Questions Posted	August 15, 2018
Deadline for Submission of Proposals	August 24, 2018 4:00 p.m. ET
Interviews, if determined to be necessary (not earlier than the week of)	September 24, 2018
<u>Anticipated</u> Notification of Award (not earlier than)	October 22, 2018
<u>Anticipated</u> Approval of Contract (not earlier than)	November 16, 2018
Commencement of Work	February 1, 2019

2.0 EXECUTIVE OVERVIEW

2.1 Overview

The New York State Office of the State Comptroller ("OSC"), on behalf of the New York Local Government Assistance Corporation ("LGAC" or the "Corporation"), is seeking competitive proposals from qualified firms ("Proposers" or "Firms") to serve as Financial Advisors to the Corporation for advice on its financial activities including, but not limited to:

- investment of the Corporation's capital reserve funds and other funds;
- issuance of bonds;
- a variety of tasks associated with monitoring and administering the Corporation's fixed and variable rate debt portfolio and the Corporation's swaps (defined below); and
- provision of services as further detailed in **Section 3.0** (Services and Assignment of Work).

It is the Corporation's intention to select one Proposer to serve as Primary Financial Advisor and one Proposer to serve as Secondary Financial Advisor. Firms will be contracted with separately.

The successful Proposer(s) will not be permitted to participate in any LGAC transaction as an underwriter, initial bond purchaser, swap counterparty, broker-dealer, remarketing agent or in other LGAC activities during the contract period where there could be a perceived, potential or actual conflict between the successful Proposer(s)' duties as Financial Advisor and the other activities.

2.2. Important Information

This RFP outlines the terms and conditions, and all applicable information required for submission of a proposal. Proposers should pay strict attention to the Deadline for Submission of Proposals in **Section 1.0** (Calendar of Events) to prevent disqualification. To ensure compliance with these requirements and to prevent possible disqualification, Proposers should follow the format and instructions contained in this document. **Appendix D**, LGAC's Procurement Integrity Procedures, impacts the entire procurement and potential Proposers are encouraged to read and understand these procedures as a first step in this RFP.

The Proposer is required to review **Appendix A**, Standard Clauses for All New York Local Government Assistance Corporation Contracts. **Appendix A** contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between LGAC and the successful Proposer. By submitting a response to the RFP, the Proposer agrees to comply with all the provisions of **Appendix A**.

The Proposer is also required to review **Attachment H**, the Draft Contract, as the Proposer must be willing to enter into an agreement (the "Agreement") substantially in accordance with the terms of **Attachment H** should the Proposer be selected for contract award.

2.3. Term of the Agreement

The term of the Agreements for both Primary and Secondary Financial Advisors will commence on February 1, 2019 and will end on January 31, 2024. The Agreements for the Primary and Secondary Financial Advisors will run concurrently. In addition to the Corporation's other termination rights, the Corporation may terminate the Agreement after the third year or after the fourth year, by giving the Contractor written notice at least 30 days prior to the commencement of the fourth year of the Agreement, or written notice at least 30 days prior to the commencement of the fifth year of the Agreement, respectively.

2.4. The Corporation

LGAC was created by Chapter 220 of the Laws of 1990, as a public benefit corporation empowered to issue bonds and notes to fund up to \$4.7 billion in certain payments to local governments and school districts traditionally funded by the State's annual seasonal tax and revenue anticipation note borrowing. The statute established a separate Local Government Assistance Tax Fund, under the custody of the State Comptroller and the State Commissioner of Taxation and Finance, to receive one percent of the State's sales and compensating use tax. The moneys in this Fund are held by the State Comptroller and invested separately from other moneys held by the State. The moneys in the Fund, subject to certification of need and appropriation by the State Legislature, are paid to the Corporation for payment of debt service on its outstanding debt and operating costs.

The Corporation is authorized to issue up to \$4.7 billion of its bonds and notes for the purpose of funding payments to local governments and school districts, plus additional bonds or notes to fund (i) a capital reserve fund, (ii) up to six months of capitalized interest, and (iii) costs of issuance, subject to annual issuance authorizations by the Legislature. The Corporation has issued all of its authorization. Thus, currently the Corporation may issue only refunding bonds.

As of March 31, 2018, the Corporation had 13 series of bonds outstanding, totaling approximately \$1.4 billion. This total includes approximately \$367 million of variable interest rate demand bonds in four series that are currently remarketed in a weekly mode. A total of \$366.7 million of the variable interest rate bonds are swapped to a fixed rate via interest rate exchange agreements ("swaps") to achieve synthetic fixed rate bonds.

The Corporation's fiscal year is the same as that of the State of New York (April 1 – March 31).

The Corporation is governed by a seven-member board comprised of the State Comptroller, the Director of the State Division of the Budget, and five other members appointed by the Governor. In addition, the Secretary to the Senate Finance Committee of the State Senate and the Secretary to the Ways and Means Committee of the State Assembly are non-voting representatives on the Board.

The Corporation is staffed by employees of OSC and the Division of the Budget. The Attorney General is the General Counsel for the Corporation, and independent legal counsel, currently Hawkins Delafield and Wood LLP with Pearlman & Miranda LLC, and Orrick, Herrington & Sutcliffe LLP with Bryant Rabbino LLP serve as the Corporation's primary and secondary bond counsels, respectively.

As the Corporation has issued its entire bond authorization, no guarantee can be made that any debt issuance transactions requiring the services of a Financial Advisor will occur over the term of any contract resulting from this RFP. It is anticipated, however, that one or both of the successful Proposers will be asked to monitor the municipal bond market for refunding opportunities and provide on-going debt administration assistance to staff of the Corporation. Payment under any contract resulting from this RFP will be dependent upon an appropriation from the State to the Corporation for its operating expenses or the completion of a debt issuance. The successful Proposers may also be asked to provide advice and/or assistance on those other financial activities referenced above and as further detailed in **Section 3.0**.

There is no commitment by the Corporation that the Secondary Financial Advisor will be required to provide any Services as a result of this RFP. See **Section 3.2** (Assignment of Work) below.

2.5. Corporation Payments

The Corporation makes payments for debt service (including swaps), rebates to the U. S. Treasury, operating expenses, and for costs of issuance related to refunding bonds. The Corporation is also required to include in its annual certification of its cash requirements for the fiscal year the amount of \$170 million to be paid from the Local Government Assistance Tax Fund to the Sales Tax Asset Receivable Corporation, as the assignee of the City of New York.

2.6. Corporation Investments

The Corporation directs the Trustee regarding execution for the investment of moneys in its accounts held by the Trustee in accordance with statutory and Bond Resolution limitations and Investment Guidelines that have been adopted by the Corporation. The actual investing has been delegated to Corporation staff in OSC. An authorized representative of the Corporation notifies and directs the Trustee, as necessary, regarding the investments to be either acquired or sold.

3.0 SERVICES AND ASSIGNMENT OF WORK

This Section describes the Financial Advisory Services (the "Services") that may be provided during the term of the Agreement. LGAC seeks two nationally recognized, qualified Financial Advisors (defined as a firm that has performed Financial Advisory services either throughout the continental United States or in various regions of the continental United States), one to serve as the Primary Financial Advisor (the highest scorer) and the other as Secondary Financial Advisor (the next highest scorer). Proposers must be capable of providing any and all of these Services when requested, in a timely fashion, at any time during the term of the Agreement.

NOTE: Proposers will be required to provide responses that address all of the requirements of this Section as part of its Technical Proposal.

3.1. Services

The successful Proposers may be required to provide the following Services in connection with the administration of LGAC's portfolio and execution of LGAC financings:

- A. Assign a lead person (the "Lead") to be the primary contact with LGAC for all Services.
- B. Review and provide recommendations regarding the Corporation's bond portfolio.
- C. Provide options, make recommendations and provide assistance on all aspects of the Corporation's debt issuances including, but not limited to, the timing, structure, pricing, method of sale, type of bond issue and other terms and conditions, including, but not limited to, capital reserve fund changes, swaps or other derivatives, insurance or other credit enhancements, and the structuring of refunding bond escrows.

- D. Assist the Corporation in the post-offering responsibilities for each sale, including, but not limited to, providing a post-transaction summary report.
- E. Advise and assist the Corporation in the on-going management of its portfolio including assisting with the calculation and verification of swap and variable rate debt payments, providing on-going assistance and advice regarding the mark-to-market value of swaps, valuing and making investment recommendations for the capital reserve fund and evaluating proposals from liquidity providers.
- F. Assist in the development and evaluation of bidding documents for various services, including, but not limited to, requests for proposals and requests for qualifications, in connection with the on-going management of the Corporation's portfolio, the issuance of debt by the Corporation or for the selection of other parties that may be required or beneficial for future financial transactions within or related to the Corporation's debt portfolio that are not currently contemplated.
- G. Advise and assist in the implementation of any negotiated or competitive process for the procurement, termination or modification of swaps or other derivatives, including, but not limited to, advising the Corporation on the appropriate market conditions for bidding swaps and conducting such bids on behalf of the Corporation, advising and assisting on appropriate administrative and legal fees, and negotiation of swap pricing.
- H. Provide recommendations on the advisability and efficiency of swaps that the Corporation may consider.
- I. Provide an independent finding as to whether the terms and conditions of each of the Corporation's swaps reflects a fair market value as of the date of its execution as required pursuant to Article 5-D of the State Finance Law, and at other times as requested by the Corporation.
- J. Assist the Corporation in preparing for and participate in meetings with underwriters, investors, remarketing agents, broker-dealers, liquidity banks, rating agencies and other professional service providers related to the Corporation's debt portfolio.
- K. Assist the Corporation in the preparation of official statements and other necessary financing documents.
- L. Assist the Corporation in the evaluation of bids or the negotiation of the terms with purchasers of the Corporation's bonds.
- M. Assist the Corporation in the competitive bidding of the securities or an application for State and Local Government Series ("SLGS") for a refunding escrow.
- N. Assist the Corporation in the closing of all transactions.
- O. Analyze the business practices and procedures of the Corporation and the Corporation's debt portfolio in order to identify cost savings opportunities and efficiencies.
- P. Assist the Corporation in the preparation of reports to the Governor, the Legislature, the Comptroller or other parties, as required by statute or as determined by the Corporation.
- Q. Assist the Corporation in acquiring and analyzing financial market information. The successful Proposers will be a source of market news tailored to the Corporation's portfolio and needs. Such assistance may include routine communication via email relative to opening and closing market commentary as interpreted by the successful Proposers with key rate and index information and, as relevant, notification of any significant movement or action within the market, including ratings actions.
- R. Act as the Corporation's qualified independent representative ("QIR"), as such term is used pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"). The successful Proposers will provide representations and agreements consistent with the requirements of the Dodd-Frank Act, and must comply with applicable regulations of the Commodity Futures Trading Commission. The successful Proposers must comply with Dodd-Frank Act ongoing requirements. Proposers may use subcontractors to provide this Service.
- S. Render any additional financial advisory services as requested by the Corporation, including those related to swaps or other derivative products.

3.2. Assignment of Work

The Primary Financial Advisor will generally be given the first opportunity to accept an assignment unless LGAC determines that one of the following conditions applies:

- A. The Primary Financial Advisor has an actual or potential conflict of interest that, in the determination of the Corporation, could prevent the Primary Financial Advisor from satisfactorily or ethically performing the assignment;
- B. The Secondary Financial Advisor has a demonstrated expertise that, in the determination of the Corporation, is superior to that of the Primary Financial Advisor for purposes of a particular assignment;
- C. The Corporation determines that the Primary Financial Advisor cannot undertake or complete an assignment or make appropriate staff available within the time frames established by the Corporation for the assignment;
- D. The Primary Financial Advisor and the Corporation mutually agree that work on a specific project be performed by the Secondary Financial Advisor. In that event, the Primary Financial Advisor will, as directed by LGAC, cooperate and work in harmony with the Secondary Financial Advisor;
- E. The Corporation has terminated the Agreement with the Primary Financial Advisor and has not yet appointed a successor contractor; or
- F. LGAC, at its sole discretion, elects to use the services of the Secondary Financial Advisor for a particular assignment.

The Corporation reserves the right to employ other consultants and contractors, including other financial advisors, in connection with its responsibilities and functions.

4.0 MINIMUM QUALIFICATIONS TO PROPOSE

Proposers must meet the following Minimum Qualifications in order to be eligible to submit a proposal:

Firms wishing to be considered for contract award pursuant to this RFP must be a nationally recognized Financial Advisor. 'Nationally recognized' is defined as a firm that has performed Financial Advisor services either throughout the continental United States or in various regions of the continental United States. In addition to being nationally recognized, the firm or its staff must:

- 4.1. Have experience in providing financial advisory services to municipal bond issuers on transactions closing during the period of April 1, 2016 through March 31, 2018;
- 4.2. Have experience acting as a QIR to municipal bond issuers during the period of April 1, 2016 through March 31, 2018;
- 4.3. Have provided investment advisory experience to municipal entities during the period of April 1, 2016 through March 31, 2018; and
- 4.4. Be in compliance with all legal requirements regarding registration with respect to investment advisory services and municipal advisory services rendered to municipal entities including, but not limited to, advice on municipal financial products (including swaps) and the issuance of municipal securities. **Proposers must provide proof of registration as a municipal advisor and proof of registration as an investment advisor with the relevant authorities.**

Failure to meet the Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

5.0 ADMINISTRATIVE INFORMATION

NOTE: Procurement documents may, from time to time, be amended or have addenda issued. It is the Proposer's responsibility to become aware of any such amendments and/or addenda prior to submission of a proposal. All amendments and/or addenda to procurement documents will be posted to the OSC website at www.osc.state.ny.us/procurement/index.htm. Only the OSC website will contain all amendments

and/or addenda to the procurement documents, including the Responses to Written Questions. Proposers should review the OSC website prior to submission of a proposal to ensure that they have all information required to submit a complete and responsive proposal.

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1. Procurement Integrity/Restrictions on Communication

This procurement is subject to, and shall be conducted in accordance with, the LGAC Procurement Integrity Procedures attached to this RFP as **Appendix D**, which:

- (i) require a Proposer to make contact only with the OSC Director of Financial Administration, or her designee(s), and
- (ii) prohibit a vendor from exerting or attempting to exert any improper influence relating to its proposal. "Improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a proposal based on considerations other than the merits of the proposal including, but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law §§ 73 and 74.

All inquiries concerning this procurement must be addressed to the Director of Financial Administration, or her designee(s), via email (preferred) to RFP@osc.ny.gov or via hard copy mail to:

Director of Financial Administration
Questions for RFP18-03, LGAC Financial Advisor Services
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001.

During the "restricted period," as defined below, no Proposer-initiated contact with any LGAC or State official shall be permitted regarding this procurement, except as provided for by State Finance Law §§ 139-j(3) and (4). This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. A violation of any of the requirements described in this section entitled "Procurement Integrity/Restrictions on Communication," may be grounds for a determination that the Proposer is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the "restricted period" may result in the violating Proposer being debarred from participating in a governmental procurement for a period of four years.

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a request for proposals, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Proposers intending to result in a procurement contract with LGAC and ending with the final contract award by LGAC.

5.2. Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP section and paragraph number where applicable and must be submitted via email (preferred) or by hard copy mail to the Contracting Officer as indicated in **Section 5.1** (Procurement Integrity/Restrictions on Communication), no later than the Deadline for Submission of Written Questions as specified in **Section 1.0**. Questions received after the deadline may not be answered.

Requests for clarifications of contract language contained in Attachment H (Draft Contract) must be addressed at this time.

NOTE: It is the Proposer's responsibility to ensure that hard copy mail or email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in **Section 1.0**.

The comprehensive list of questions and responses will be posted to the OSC website and notice of such posting will be distributed by email to all vendors known to LGAC and OSC who have received electronic access to this RFP on the date specified in **Section 1.0**. This listing will not include the identities of the vendors submitting the questions; those vendors will remain anonymous to the extent allowed by law.

5.3. Right to Modify RFP

LGAC reserves the right to modify any part of this RFP including, but not limited to, the date and time by which proposals must be submitted and received by LGAC, at any time prior to the Deadline for Submission of Proposals listed in **Section 1.0**. Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by LGAC will be posted to the OSC website and subsequent email notification will be provided to all potential Proposers known to LGAC or OSC that have received access to this RFP. LGAC also reserves the right to cancel this RFP, in whole or in part, and to reject any and all proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer shall immediately notify the Contracting Officer (See **Section 5.1**) of such error in writing and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a Proposer fails to notify the Contracting Officer of a known error or an error that reasonably should have been known, the Proposer shall assume the risk of proposing. If awarded the contract, the Proposer shall not be entitled to additional compensation by reason of the error or its correction.

5.4. Minority- and Women-Owned Business Enterprise Requirements

Appendix B (Proposer and Contractor Compliance Requirements and Procedures for Participation by Minority Group Members and Women With Respect to New York Local Government Assistance Corporation Contracts) provides the policies of LGAC with regard to participation by Minority-owned Business Enterprises ("MBE") and Women-Owned Business Enterprises ("WBE" and together with MBE, "M/WBE") with respect to LGAC contracts. In accordance with the provisions of Article 15-A of the NYS Executive Law, State Finance Law, LGAC's Procurement Guidelines and in accordance with Recommendations Regarding Best Practices in Procurement for Financial Services: Accounting Services, Banking, Broker-Dealers, Certificates of Deposit and Money Market Fund Investments, Financial Advisory and Swap Advisory Services and Risk Management and Insurance Brokerage Services dated November 23, 2009 and issued by former Governor Paterson's Executive Order No. 10 Task Force, it is the intention of LGAC to provide real and substantial opportunities for certified M/WBEs on all LGAC contracts. It is with this intention that LGAC has assigned M/WBE participation goals to this procurement and encourages all firms, including strategic alliances, joint ventures, and affiliation relationships with certified M/WBE firms, to submit proposals to the RFP.

Any joint proposal (submitted by partners or joint venturers) must describe the legal relationship and demonstrate how the firms propose to provide financial advisory services required under the RFP and how the fees will be allocated among the firms. **When submitting a joint proposal, all required materials must be submitted as to all firms that are participants in the proposal.**

Proposers submitting a proposal in response to this procurement agree to make good-faith efforts to promote and assist the participation of certified M/WBEs on this project, for the provision of services and materials in an amount at least equal to **15% MBE and 15% WBE** of the total dollar value of the contract to be entered into as a result of this procurement. These participation goals shall be applicable to the contract as a whole and will be monitored by LGAC for compliance.

A Proposer shall respond to the participation goals established for MBE and WBE participation by reviewing the requirements of **Appendix B**. See **Section 6.1.A** for submission requirements with regard to **Appendix B**.

Below is a link to the current directory of NYS certified M/WBE firms:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>

5.5. Service-Disabled Veteran-Owned Businesses

Article 17-B of the Executive Law establishes a program to encourage state entities to foster the use of Service-Disabled Veteran-Owned Businesses ("SDVOB") on state contracts. LGAC expects Proposers to make good faith efforts to solicit active participation by New York State certified SDVOBs in the performance of this contract. Such participation may be as partners, joint venturers or subcontractors.

Below is a link to the current directory of NYS certified SDVOBs:

<https://online.ogs.ny.gov/SDVOB/search>

5.6. Public Authorities Law Relating to Auditor Independence

Section 2802 of the Public Authorities law imposes specific requirements relating to Auditor Independence. Any vendor wishing to submit a proposal in response to this RFP must be in compliance with the terms of Section 2802 of the Public Authorities Law. In addition, before any contract between a Proposer and LGAC is entered into, the successful Proposer(s), if determined to be necessary, will be reviewed and approved by LGAC's Audit Committee.

5.7. Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

To the extent required by Tax Law § 5-a, contractors awarded LGAC contracts for commodities or services valued at more than \$100,000 over the full term of the contract must certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The successful Proposer must file a properly completed Form ST-220-CA (with LGAC as the Contracting Authority within 48 hours of notification of selection for award) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: www.tax.ny.gov/pdf/publications/sales/pub223.pdf. Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

Please note that although these forms are not required as part of the bid submissions, LGAC encourages Proposers to include them with their bid submissions to expedite contract execution if the Proposer is awarded the contract.

5.8. Workers' Compensation and Disability Benefits Certifications

Consistent with Sections 57 and 220 of the New York State Workers' Compensation Law ("WCL"), LGAC shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with LGAC, successful Proposer(s) will be required to verify for LGAC, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-

6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.

The successful Proposer must submit the following documentation within 48 hours of notification of selection for award:

A. Proof of Workers' Compensation Coverage:

Upon notification of award, the successful Proposer will be requested to submit ONE of the following forms as Workers' Compensation documentation:

- i. **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- ii. **Form SI-12** – Certificate of Workers' Compensation Self-Insurance (or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- iii. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

B. Proof of Disability Benefits Coverage:

Upon notification of award, the successful Proposer will be requested to submit ONE of the following forms as Disability documentation:

- i. **Form DB-120.1** – Certificate of Disability Benefits Insurance; or
- ii. **Form DB-155** – Certificate of Disability Benefits Self-Insurance; or
- iii. **Form CE-200** – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

List the Name and Address of the Entity Requesting Proof of Coverage on the Worker's Compensation and Disability Benefits certifications as:

New York Local Government Assistance Corporation
c/o Office of the State Comptroller
Attn: Bureau of Financial Administration
110 State Street, Mail Stop 13-2
Albany, NY 12236

Please note that although these forms are not required as part of the proposal, OSC encourages Proposers to include them with the proposal to expedite contract execution if the Proposer is awarded the contract. Note also that only the forms listed above are acceptable; ACORD forms cannot be accepted.

5.9. LGAC's Rights As To All Proposals

LGAC reserves all rights with respect to proposals, including, but not limited to:

- A. Reject any and all proposals received in response to this RFP or choose to make no award.
- B. Cancel the procurement.

- C. Waive any immaterial deviation or defect in a proposal. A waiver of immaterial deviation or defect shall in no way modify the RFP documents or excuse the Proposer from full compliance with the RFP requirements.
- D. Reject any proposal that contains false or misleading statements, or that provides references that do not support an attribute, condition, or qualification claimed by the Proposer.
- E. Rescind a contract award if a signed contract does not result from good faith negotiations with LGAC within a reasonable period of time as determined by LGAC.
- F. Correct any arithmetical errors in any proposal and, in the event that the fees or costs in two or more proposals are not comparable, to make appropriate adjustments to render the fees and costs comparable.
- G. Require a Proposer to clarify its proposal to assure a full understanding of the proposal and to request revisions to all proposals from vendors susceptible of award of the contract. Any request for clarification or revision is solely at the discretion of LGAC.
- H. Proceed to the next highest-scoring Proposer in the event that the Proposer who had achieved best value prior to contract award cannot satisfy the requirements as stated in this RFP.

5.10. Freedom of Information Law

All proposals are subject to disclosure in accordance with the requirements of the Freedom of Information Law ("FOIL"). Accordingly, upon submission of the proposal, Proposer is encouraged to clearly and specifically indicate any portion of the proposal believed to be a trade secret or the disclosure of which would cause substantial injury to the Proposer's competitive position, and submit a written statement of the necessity for protective treatment by LGAC. Blanket assertions are insufficient. Upon receipt of a FOIL request for such records, LGAC will grant or deny access in accordance with the law.

5.11. State Ethics Law Provision

Officers and employees of the Corporation are subject to the ethics requirements and restrictions of the Public Officers Law and other laws that apply to State employees, including the requirements of Public Officers Law §73¹ and §74², and other State codes, rules and regulations establishing ethical standards for the conduct of State officers and employees. By submitting a proposal, the Proposer certifies that:

1. The Proposer, its officers, directors, employees, subsidiaries, affiliates, partners, and agents have read and understand the above Public Officers Law provisions, including without limitation: (i) restrictions on acceptance or solicitation of gifts and hospitality by a State employee, (ii) the two-year bar on a State employee from appearing before his or her former agency after leaving State service, and (iii) the life-time bar on a State employee from rendering services on any matters with respect to which he or she was directly concerned during State service and in which he or she personally participated, or which was under his or her active consideration during State service.
2. If the proposal is selected for award, the Proposer, its officers, directors, employees, subsidiaries, affiliates, partners, and agents who will be assigned to perform services will not: (i) offer or make any gift or hospitality to a State employee, (ii) hire any former State employee to appear before the Corporation to perform services on this engagement in violation of the two-year bar or the lifetime bar, or (iii) assign any current Proposer employee, officer, director, subsidiary, affiliate, partner or agent to appear before the Corporation to perform services on this engagement in violation of the two-year bar or the lifetime bar.

This certification is material to the proposal and the Corporation intends to rely on it.

¹ <http://codes.findlaw.com/ny/public-officers-law/pbo-sect-73.html>

² <http://codes.findlaw.com/ny/public-officers-law/pbo-sect-74.html>

The Proposer shall fully disclose to LGAC, within its proposal and on a continuing basis, any circumstances that could affect its ability to comply with the cited laws. Proposers shall address any questions concerning these provisions to:

The New York State Joint Commission on Public Ethics
540 Broadway
Albany, NY 12207
Telephone: (518) 408-3976

5.12. State Finance Law Consultant Disclosure Reporting Requirements

Pursuant to New York State Finance Law Section 163(4)(g) all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract must submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis; evaluation; research; training; data processing; computer programming; engineering, environmental, health, and mental health services; accounting, auditing, paralegal, legal or similar services.

The Contractor selected as a result of this procurement will be required to submit **Form A** prior to contract approval and **Form B** on an annual basis. LGAC has provided the appropriate forms as **Appendix G** to this procurement.

Please note that although these forms are not required as part of the proposal, LGAC encourages Proposers to include them with their proposals to expedite contract execution if the Proposer is awarded the contract.

5.13. Debriefings – Protests

A. Debriefing

Consistent with New York State Finance Law § 163(9)(c), any unsuccessful Proposer not selected for an award may, within 15 calendar days of notice of the contract award, request a debriefing to discuss the evaluation of its Proposal. Proposers whose proposals are deemed non-responsive to the RFP due to failure to meet minimum qualification and/or mandatory requirements may, within the 15 calendar days of notice of elimination/disqualification, request a debriefing to discuss the elimination/disqualification of their proposal.

A debriefing request must be in writing and shall be submitted to the Contracting Officer in accordance with Section 5.1.

A Proposer will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled within 10 calendar days of receipt of written request by the Bureau of Financial Administration, or as soon after that time as practicable under the circumstances.

B. Protest

Any interested party may file a protest concerning the contract award with OSC's Director of Financial Administration at the above address within 10 business days from the date of the notice of the contract award, except that any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to an interested party prior to the date set in this RFP for the receipt of proposals) must be filed on or before the date set in this RFP for the receipt of proposals. OSC's Contract Award Protest Procedure may be accessed by using this link:

http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/files/X1_17_att2.pdf

6.0 PROPOSAL CONTENT

The following includes the required format and information to be provided by each Proposer. Proposers responding to this RFP must satisfy all requirements stated in this RFP. All Proposers are required to submit complete Administrative, Technical and Cost proposals. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Proposers are requested to submit proposals in separate Administrative, Technical and Cost packages formatted with tabs as shown in **Attachment B** (Proposal Documents Submitted). This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Proposers are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Additional information, if submitted, should be in a separate package. Proposals must contain sufficient information to assure the Corporation of their accuracy.

When submitting a joint proposal, all required materials must be submitted as to all firms that are participants in the proposal.

Evaluations of the Administrative, Technical and Cost Proposals received in response to this RFP will be conducted separately. Proposers are therefore cautioned not to include any Cost Proposal information in the Administrative or Technical Proposal documents.

Neither LGAC nor OSC will be responsible for any expenses incurred by a Proposer in the preparation, production and submission of the Administrative, Technical, or Cost Proposals, for any expenses incurred by the Proposer related to the interview process or for the costs of any services performed prior to the selection of a Proposer and the contract start date. Such costs should not be included in the Proposal.

6.1. Administrative Proposal

The Administrative Proposal should contain all requirements listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy.

Provide the forms in the same order in which they are requested. Your proposal must contain sufficient information to assure LGAC of its accuracy.

A. M/WBE Requirements

Proposers are required to comply with M/WBE participation requirements as stated in **Section 5.4** of this RFP. As part of your proposal, submit the following documents (forms required are provided with **Appendix B**), as appropriate.

1. The Proposer's **EEO Policy Statement** as described in **Clause 11 of Appendix A – Standard Clauses for LGAC Contracts**;
2. **Form AC 3239-A** (Proposer's EEO Staffing Plan of Anticipated Workforce);
3. **M/WBE Participation Forms**:
 - **Form AC 3239-C** (M/WBE Goal Requirements – Certification of Good Faith Efforts);
 - **Form AC 3239-D** (Proposer's M/WBE Utilization Plan); and
 - **Form AC 3239-E** (Proposer's M/WBE Subcontractor's/Suppliers Notice of Intent to Participate).
 - Proposers may apply for a partial or total waiver of M/WBE participation requirements by submitting **Form AC 3239-F (Request for Waiver)** contained in **Appendix B** of this RFP,

and including all required documentation. Waivers will be granted only where it appears that the Proposer cannot, after a good faith effort, comply with the M/WBE participation requirements set forth under this procurement.

Proposers should note that if selected for contract award they will be required to submit further information as set forth in **Appendix B**.

B. Meeting Goals Through Submission of Joint Proposal

If the Proposer is meeting the M/WBE goals through the use of a joint venture or partnership, report the participation of M/WBEs on Appendix B forms in the spaces provided for reporting the use of subcontractors/suppliers.

C. Proposer's Certifications/Acknowledgements

Submit a completed and signed **Appendix E** (Proposer's Certifications/Acknowledgements).

Policies referenced in **Appendix E** can be found in **Appendix C** (LGAC Executive Policy Statement on Discrimination/Harassment) and **Appendix D** (LGAC Procurement Integrity Procedures).

D. Proposer's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed **Appendix F** (Proposer's Disclosure of Prior Non-Responsibility Determinations).

E. Vendor Responsibility Questionnaire

Proposers and any subcontractors providing services in excess of \$100,000 must complete, certify and file a **New York State Vendor Responsibility Questionnaire**. LGAC recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at <http://www.osc.state.ny.us/vendrep/> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.ny.gov.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form.

F. Freedom of Information Law – Proposal Redactions

While not required, Proposers may submit their written statements of the necessity for the claimed exceptions for trade secret or information that the disclosure of which would cause substantial injury to the Proposer's competitive position at the time of submission of their proposals. See **Section 5.10** (Freedom of Information Law).

G. Additional Forms (Optional Administrative Proposal Submissions)

While the following information is not required until notification of selection of award (See Sections noted), Proposers are encouraged to submit the forms with their Administrative Proposal.

1. ST-220 CA, Sales and Compensating Use Tax Certification (**Section 5.7**)
2. Workers' Compensation Documentation (**Section 5.8.A**)

3. Disability Documentation (**Section 5.8.B**)
4. Consultant Disclosure Reporting Requirements – Form A (**Section 5.12 and Appendix G**)

6.2. Technical Proposal

The Technical Proposal should demonstrate the qualifications, competence and capacity of the Proposer and its staff to perform the Services.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the required information to be provided, in the following order, by Proposers. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy.

While additional data may be presented, the following must be included. Provide the information in the same order in which it is requested. Your proposal must contain sufficient information to assure LGAC of its accuracy. Failure to follow these instructions may result in disqualification.

Proposers should keep responses to a maximum of 20 pages with a font of at least 11 points (excluding Table of Contents, Attachment A, Attachment D and Attachment E). Concise presentations are expected.

Cost information must not be included in the Technical Proposal documents.

A. Title Page

Submit a Title Page providing the RFP subject and number, the Proposer's name and address, the name, address, telephone number, and email address of the Proposer's contact person; and the date of the Proposal.

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

Specific attention is directed to the list of requirements provided in **Attachment B**. Each proposal must contain an index that cites each tab number in the proposal where the requested information can be found using the tab numbers found in the table above for the corresponding RFP Section. The proposal should provide satisfactory evidence of the Proposer's ability to meet, and expressly respond to, each requirement and information request in this RFP.

C. Proposer's Certified Statements – Attachment A

Submit **Attachment A** (Proposer's Certified Statements), which includes information regarding the Proposer. **Attachment A** must be signed by an individual authorized to bind the Proposer contractually. Indicate the title or position that the signer holds with the Proposer. LGAC reserves the right to reject a proposal that contains an incomplete or unsigned **Attachment A** or no **Attachment A**.

D. Proposer Experience and Qualifications

The following items are designed to elicit information important to LGAC in determining the selection of Primary Financial Advisor and Secondary Financial Advisor. In summarizing overall experience and experience related to specific transactions, note that the Corporation will be looking for information that demonstrates the Proposer's ability to perform the Services. In summarizing experience related to specific transactions, provide the issuer's name, the amount, the date of the transaction, and the specific role played by your firm (e.g., primary financial advisor or secondary financial advisor).

i. Overall Transaction Experience:

Using **Attachment D (Response Form – Section 6.2.D.i)** provide a description of the direct prior experience of your firm or key staff within your firm with all municipal bond issuers relating

to financial advisory services provided for each transaction engagement which **closed or was executed during the period of April 1, 2016 through March 31, 2018. Limit this listing to transactional experience.** Indicate (in a tabular format) for each transaction engagement that **closed or was executed during the period of April 1, 2016 through March 31, 2018** the following information:

- a. the name of the issuer;
- b. the type of transaction (e.g., refunding of fixed rate bonds, issuance of variable rate bonds, refunding of fixed rate bonds to fixed rate bonds, refunding of variable rate demand bonds to fixed rate bonds, conversion of variable rate bonds to fixed rate bonds, substitution of liquidity facility, swap issuance, modification, termination);
- c. the type of credit or swap (e.g., general obligation, revenue, synthetic fixed rate, synthetic variable rate), if the transaction type is synthetic fixed rate or synthetic variable rate, indicate whether your firm acted as the QIR;
- d. the method of sale (competitive or negotiated);
- e. the size of transaction;
- f. the date of transaction;
- g. if such experience is that of the firm or key staff within the firm; and
- h. a description of the services rendered including your specific role in the transaction (e.g., primary financial advisor, secondary financial advisor, M/WBE partner, co-financial advisor).

Provide the grand total for all such transactions during the specified period.

ii. **Specific Qualifications:**

- a. Summarize the capabilities and experience of your firm in providing financial advisory services to issuers in the municipal market, and in particular, with credits similar to that of the Corporation.
- b. Summarize two **refunding transactions** since April 1, 2016 in which your firm was Financial Advisor that demonstrate your firm's qualifications to perform the Services. Provide a description of the scope of the services performed for each refunding transaction.
- c. Summarize the capabilities and experience of your firm related to **transactions or other services involving variable rate bonds within the last five years** in which your firm acted as Financial Advisor that demonstrate your qualifications to perform the Services. In addition to the summary of experience, summarize two representative examples of any such variable rate bond transactions, including a description of the scope of services provided by your firm for each transaction.
- d. Summarize the capabilities and experience of your firm [and proposed subcontractor, if applicable] related to swap transactions including swap advisory services that demonstrate your qualifications to perform the Services. Provide total transaction volume and total dollar notional value of tax-exempt swap transactions your firm has advised on over the last five years. In addition, summarize two swap transactions in which your firm represented an issuer that was entering into, modifying or terminating a swap. One example should relate to an instance where an issuer was modifying or terminating a swap, if possible. Describe the scope of services provided by your firm for each transaction.
- e. How would your firm assist the Corporation with either a competitive sale or negotiated sale of its bonds? For each type of bond sale, describe specific services and expertise your firm could provide to the Corporation.
- f. Summarize the capabilities and experience of your firm [and proposed subcontractor, if applicable] related to debt portfolio administration activities including, but not limited to, calculation and verification of swap and variable rate debt payments, valuing and making investment recommendations for the capital reserve, and analyzing and evaluating proposals from liquidity providers, remarketing agents and other financial professionals, as

needed.

- g. What marketing and pricing strategy would your firm advise with respect to Corporation bond issuances in order to ensure optimal pricing for both LGAC's bonds and the sales tax credit bonds sold by other State authorized issuers?
- h. Using **Attachment E (Response Form – Section 6.2.D.ii(h))** list your firm's and/or key staff's investment advisory experience for governmental clients during the period of April 1, 2016 through March 31, 2018. Indicate for each governmental client, the dollar amount of funds under management or for which investment advice is supplied, and a description of the type of advice rendered (in tabular format with grand totals for all dollar amounts and number of clients).
- i. Complete **Attachment F (Response Form – Section 6.2.D.ii(i))**. Also, attach a project organizational chart detailing the responsibilities of each individual to be assigned and the percentage of time each staff member is expected to devote to the assignment (note that the percentage of time spent by all individuals referenced in response to this part cannot exceed 100 percent). Provide resumes of the individuals from your firm who would be directly assigned to this engagement.
- j. Provide a statement as to the availability of the Lead for consultation with LGAC including, but not limited to, his or her willingness to meet in Albany or New York City with LGAC officials. List the known engagements of the Lead for other issuers that are likely to be active during the period February 1, 2019 through January 31, 2024.

iii. **Registration**

Submit proof of compliance with all legal requirements regarding licensure and registration with respect to investment advisory services and municipal advisory services rendered to municipal entities including, but not limited to, advice on municipal financial products (including swaps) and the issuance of municipal securities. **Firms must provide proof of registration as a municipal financial advisor and proof of registration as an investment advisor with the relevant authorities.**

E. **References**

The Proposer must submit three references using **Attachment G (References)**. References submitted should include company names, contact persons, their titles, addresses, telephone numbers, email addresses, and a brief description of the relationship between the firm and the reference.

6.3. **Cost Proposal**

Submit a completed and signed **Attachment C (Cost Proposal)**. The Cost Proposal shall comply with the mandatory format and content requirements as detailed in this document and in **Attachment C**. Failure to comply with the mandatory format and content requirements may result in disqualification.

LGAC will compensate its Financial Advisor, upon presentation of an itemized bill, out of proceeds from each refunding bond sale or its operating fund which is funded by appropriations made by the State Legislature. No payments for services may be made if proceeds of a transaction are not available unless LGAC is able to obtain an appropriation from the Legislature. In providing hourly rates, provide a specific rate, not a range of rates. **All compensation paid to the successful Proposers under the resulting Agreements shall be based on the Total Hourly Fee or the Blended Hourly Fee, whichever is less. Furthermore, for financial advisory services which are subject to a Maximum Cap per Transaction (identified in paragraph C below), compensation shall not exceed the Maximum Cap per Transaction.**

Using **Attachment C**, submit the following proposed charges to the Corporation:

- A. The **Hourly Fee** within each contract year and for each title listed in **Section 6.2.D.ii(i)** above. Specify each person by title. All out-of-pocket expenses (excluding travel) are to be included within each Hourly Fee quoted.

- B. The **Blended Hourly Fee** within each contract year.
- C. The **Maximum Caps per Transaction** within each contract year for financial advisory services per:
 - i. **Refunding Bond Sale Transaction Without Swaps** (not involving the use of swaps or not otherwise related to a swap transaction);
 - ii. **Refunding Bond Sale With Swaps** (involving the use of swaps or otherwise related to a swap transaction);
 - iii. **Bond Conversion Without Swaps** (not involving the use of swaps or not otherwise related to a swap transaction);
 - iv. **Bond Conversion With Swaps** (involving the use of swaps or otherwise related to a swap transaction);
 - v. **Letter of Credit or Standby Bond Purchase Agreement Substitution**; and
 - vi. **Swap or Similar Transaction NOT INCLUDING the Simultaneous Sales of Bonds.**

Proposer shall not, except as herein provided, impose on LGAC any additional charges for services the Proposer is required to render pursuant to **Section 3.0**.

Hourly Rates and Maximum Caps per Transaction for all contract periods must be listed in real dollars. Increases based on an index or percentage changes will not be accepted and may result in the proposal being rejected.

The maximum caps and hourly rates relating to a particular sale or transaction in effect at the time the bond sale schedule is distributed shall be the rates billed until completion of the sale or transaction. All invoices relating to a particular bond sale or transaction must show the remaining amount which may be billed before the maximum cap is reached.

NOTE: To the extent permissible under New York State law, LGAC will pay travel and meals while traveling out of town on business relating to Services provided. Travel expense reimbursement will be paid in accordance with guidelines established by the Office of the State Comptroller. (See Office of the State Comptroller Travel Manual, available at <http://www.osc.state.ny.us/agencies/travel/manual.pdf>). For current per diem reimbursement rates only, visit the GSA Domestic Per Diem Page (currently available at <http://www.gsa.gov/portal/category/21287>), as such rates may be amended from time to time. Air travel will be reimbursed at coach rates.

Neither LGAC nor OSC will be responsible for any expenses incurred by a Proposer in the preparation, production and submission of the Administrative, Technical, or Cost Proposals, for any expenses incurred by the Proposer related to the interview process or for the costs of any services performed prior to the selection of a Proposer and the contract start date. Such costs must not be included in the Proposal.

7.0 PROPOSAL SUBMISSION

All proposals must be submitted in hard copy and on compact disc (see **Section 7.1**) and received by the date and time indicated for Deadline for Submission of Proposals as specified in **Section 1.0**. Proposals received after the Deadline for Submission of Proposals may be rejected.

To be considered eligible, the Proposer must submit a complete response to this RFP in conformance with the format and content requirements set forth herein. A proposal that does not provide all the information requested may be subject to rejection. The proposal must contain sufficient information to assure the Corporation of its accuracy. No information beyond that specifically requested is required and Proposers are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

Administrative, Technical and Cost Proposals must be clearly labeled and submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in separately sealed packages to:

Office of the State Comptroller (RFP18-03 LGAC Financial Advisor Services)
Attention: Director of Financial Administration
110 State Street – Stop 13-2
Albany, NY 12236-0001

Due to security procedures at 110 State Street, proposals that will be hand-delivered must be taken to the Receiving Area on Howard Street during OSC's normal receiving hours, which are Monday through Friday, from 8:00 a.m. to 4:00 p.m. ET. Proposals will not be accepted at any other location in 110 State Street other than the receiving area (i.e., proposals will not be accepted in the lobby, at the Security Desk, etc.). The phone number for the Receiving desk is (518) 474-3438. There is 15 minute parking available across from the Receiving entrance. Hand-deliveries to 110 State Street outside of the stated hours and location will not be accepted.

NOTE: You should request a receipt containing the time and date received and the initials of the receiver for all hand-deliveries and ask that this information also be written on the package(s). Receipts may not be available between 11:45 a.m. and 2:00 p.m.

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

A Proposer may withdraw a proposal at any time prior to the Deadline for Submission of Proposals by written notification to OSC as set forth in **Section 5.1** (Procurement Integrity/Restrictions on Communications) of this RFP. An authorized agent of the company must sign the notice of withdrawal. The proposal may thereafter be resubmitted, but not after the Deadline for Submission of Proposals specified in **Section 1.0**. Modification offered in any other manner, oral or written, will not be considered.

7.1. Submission of Proposal Components

Each Proposer must submit SEPARATE Administrative, Technical, and Cost Proposals, as follows:

A. Paper Copies:

ADMINISTRATIVE Proposal	Submit ONE original (labeled as original on the cover page) and TWO paper copies.
TECHNICAL Proposal	Submit ONE original (labeled as original on the cover page) and FOUR paper copies.
COST Proposal	Submit ONE original (labeled as original on the cover page) and TWO paper copies.

Place all Administrative Proposals in one sealed package, all Technical Proposals in one sealed package, and all Cost Proposals in one sealed package. All packages may be submitted in one complete package.

B. Electronic Copies:

Submit ONE copy of EACH of the Administrative, Technical, and Cost Proposals on **SEPARATE CDs**. An acceptable format is unlocked Adobe PDF. The electronic copies of proposal documents on the CD must be representative copies of the original documents, **including signatures**.

Clearly mark the outside envelope of your sealed Proposals, the originals, each copy, and CDs “RFP18-03 LGAC Financial Advisor Services – (Technical) (Administrative) or (Cost) Proposal submitted by (Proposer’s name).”

8.0 EVALUATION PROCESS/CRITERIA

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The evaluation process may include reference checks and interviews with successful Proposers.

8.1. Submission Review

LGAC will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in **Section 6.0** (Proposal Content) and **Section 7.0** (Proposal Submission), and include the proper documentation, including all documentation required for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of LGAC, may be rejected.

8.2. Scoring Methodology

LGAC will evaluate each proposal based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost and efficiency among responsive and responsible offerers” shall be selected for award (State Finance Law, Article 11, § 163[1][j]).

LGAC, at its sole discretion, will determine which proposal(s) best satisfies its requirements. LGAC reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the RFP requirements may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until both evaluations have been completed and a selection of the winning proposals is made.

The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted **80%** of a proposal's total score and the information contained in the Cost Proposal will be weighted **20%** of a proposal's total score.

Proposers may be requested by LGAC to clarify the contents of their proposals. Other than to provide such information as may be requested by LGAC, no Proposer will be allowed to alter its proposal or add information, except as provided in **Section 5.9.G** above, after the Deadline for Submission of Proposals.

8.3. Technical Evaluation

A Technical Evaluation Committee comprised of program staff of LGAC will review and evaluate all proposals. The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Proposer. The technical evaluation is **80% (up to 80 points)** of the final score.

8.4. Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

Each proposal that meets the submission requirements, and meets the cost proposal requirements will receive a cost score. The Cost Proposals will be scored based on a maximum cost score of 20 points. The maximum cost score will be allocated to the proposal with the lowest total overall cost. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost, using this formula:

Cost points awarded = 20 potential points X (Lowest Cost Proposal / Cost of Proposal Being Evaluated).

The cost evaluation is **20% (up to 20 points)** of the final score.

8.5. Preliminary Composite Score

A preliminary composite score will be calculated by the OSC Finance Office by adding the preliminary Technical Proposal points and the Cost Proposal points. Finalists will be determined based on preliminary composite scores. The proposals with the three highest preliminary composite scores will be deemed Finalists. Any proposal scoring within ten percent of the highest preliminary composite scoring proposal will also be deemed a Finalist.

8.6. Interviews

Interviews, if determined to be necessary, will be held for all Finalists in person at 110 State Street, in Albany, NY or, at the discretion of the Technical Evaluation Committee, by telephone or videoconference. Finalists who cannot be contacted via telephone to arrange the interview after three attempts by LGAC may be disqualified.

The purpose of the interview is to allow the evaluators to validate the Proposer's experience and qualifications.

Each Finalist will be notified of the date, place and time of their interview to be held not earlier than the Interview date designated in **Section 1.0** at the Offices of the State Comptroller, 110 State Street, Albany, New York. The interview should confirm the Proposer's ability to provide the required services. The Proposer, including any key personnel, should be present and participate in the interview. **No new material will be permitted to be introduced during the interview.**

Subsequent to the interview, the evaluators may adjust preliminary technical scores to reflect their enhanced understanding of the Proposer's experience. After adjustment of scores, if any, proposals will be ranked by their total composite scores.

8.7. Reference Checks

At the discretion of the Evaluation Committee, references submitted on **Attachment G** may be checked at any point during the process.

8.8. Final Composite Score

A Final Composite Score will be calculated by the OSC Finance Office by adding the Final Technical Proposal points, reflecting any adjustments that may result from interviews and the Cost Proposal points.

8.9. Award Recommendation

The Technical Evaluation Committee will submit to LGAC's Co-Executive Directors a recommendation for award of (1) Primary Financial Advisor to the Finalist with the highest composite score whose experience and qualifications have been verified, and (2) Secondary Financial Advisor to the Finalist with the second-highest composite score whose experience and qualifications have been verified. If the recommendation is accepted, it will be forwarded to LGAC's Finance Committee for approval. Upon approval by the Finance Committee, the recommendation will be forwarded to the Corporation's Board of Directors for approval.

A responsibility review, conflict review and procurement integrity review will be required, and if applicable, a review in accordance with the Comptroller's Executive Order relating to Auditor Independence may be required before the award recommendation is final. The Director of Financial Administration will notify the awarded Proposer(s) and Proposers not awarded. The awarded Proposer(s) will enter into a written Agreement substantially in accord with the terms of **Attachment H**. The resultant contract shall not be binding until all parties have signed.

**ATTACHMENT A
PROPOSER'S CERTIFIED STATEMENTS**

(MANDATORY SUBMISSION: to be completed and included in the Technical Proposal documents)

RFP18-03 – LGAC Financial Advisor Services
1. Information with regard to the Proposer
A. Provide the Proposer's name, address and telephone number.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
B. Provide the name, address, telephone number and email address of the Proposer's Primary Contact with the Corporation with regard to this proposal.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
C. Provide the name, address, telephone number and email address of the person authorized to bind the Proposer contractually, if different from (B).
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
D. In accordance with paragraph 6 of the LGAC Procurement Integrity Procedures included in this RFP as Appendix D, provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Proposer. This requirement applies not only to Proposer's employees involved in the submission of the proposal, but also to every individual or organization employed or designated by the Proposer to attempt to influence the procurement process. If there is none, state that. This information must be updated if, after the Deadline for Submission of Proposals, the Proposer retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
Place of Principal Employment:

Occupation:	
This individual/organization has a financial interest in the procurement:	<input type="checkbox"/> Yes <input type="checkbox"/> No
No such individual/organization is authorized to represent the Proposer:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Minimum Qualifications to Propose (Section 4.0):	
A. The Proposer possesses experience providing financial advisory services to municipal bond issuers on transactions closing during the period of April 1, 2016 through March 31, 2018.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
B. The Proposer possesses experience acting as a QIR to municipal bond issuers during the period of April 1, 2016 through March 31, 2018.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
C. The Proposer has provided investment advisory experience to municipal entities during the period of April 1, 2016 through March 31, 2018.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
D. The Proposer is in compliance with all legal requirements regarding registration with respect to investment advisory services and municipal advisory services rendered to municipal entities including, but not limited to, advice on municipal financial products (including swaps) and the issuance of municipal securities. Proposer has proof of registration as a municipal advisor and proof of registration as an investment advisor with relevant authorities.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
3. Proposer's Acknowledgement of Proposal Requirements:	
A. The proposal, including the Technical, Administrative and Cost Proposals, constitutes a firm and irrevocable offer for a period of <u>180</u> days from the date of submission to LGAC.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
B. By submission of a proposal, the Proposer agrees not to make any claims for or have a right to any damages because of any misrepresentations or misunderstanding of the specifications or because of any lack of information.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
C. The Proposer agrees to fully comply with the LGAC Procurement Integrity Procedures attached to this RFP as Appendix D.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
D. The Proposer certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
E. The Proposer certifies that all information provided in connection with its proposal is true and accurate.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
F. The Proposer has read, understands and accepts all provisions of Appendix A (Standard Clauses for All New York Local Government Assistance Corporation Contracts). Appendix A contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between LGAC and the successful Proposer(s). By submitting a response to the RFP, the Proposer agrees to comply with all the provisions of Appendix A.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
G. The Proposer's Legal representation has reviewed and understands Attachment H (Draft Contract), and the Proposer is willing to enter into an Agreement substantially in accord with the terms of Attachment H (Draft Contract), should the Proposer be selected for contract award.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
H. The Proposer agrees that LGAC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Proposer prior to their performance of services under the Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
I. The Proposer agrees that it shall be fully responsible for performance of work by its staff and by its subcontractor's staff. LGAC reserves the right to request removal of any Proposer staff or subcontractor's staff if, in LGAC's discretion, such staff is not performing in accordance with the Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
* A "No" Response in Sections 2 or 3 will result in disqualification.	
4. Information Required:	
A. The Proposer is (check as applicable):	
<input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Women-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Service-Disabled Veteran-Owned Business Enterprise <input type="checkbox"/> None of the above	

B. Provide the name, title, address, telephone number and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement. See Section V of the Draft Contract (Attachment H), NOTICES.
Name:
Title:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
C. Proposer's Taxpayer Identification Number:
D. Proposer's NYS Vendor Identification Number as discussed in Section 6.1.E, if enrolled:
By my signature on this Attachment A, I certify that I am authorized to bind the Proposer contractually.

Typed or Printed Name of Authorized Representative of the Proposer

Title/Position of Authorized Representative of the Proposer

Signature of Authorized Representative of the Proposer

Date

**ATTACHMENT B
PROPOSAL DOCUMENTS SUBMITTED**

RFP18-03 – LGAC Financial Advisor Services			
FOR THE ADMINISTRATIVE PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
N/A	§ 7.1.A	ONE Original and TWO Copies of the Complete Administrative Proposal, containing the Tabs listed in this Section	<input type="checkbox"/>
	§ 7.1.B	ONE separate CD in PDF format containing a representative copy of the Administrative Proposal, including signatures	<input type="checkbox"/>
1	§ 6.1.A	<u>M/WBE Participation Requirements:</u>	<input type="checkbox"/>
		The Proposer's EEO Policy Statement, as described in Clause 11 of Appendix A – Standard Clauses for All New York Local Government Assistance Corporation Contracts	<input type="checkbox"/>
		Form AC3239-A (Proposer's EEO Staffing Plan of Anticipated Workforce)	<input type="checkbox"/>
		Form AC3239-C (M/WBE Goal Requirements – Certification of Good Faith Efforts)	<input type="checkbox"/>
		Form AC3239-D (Proposer's M/WBE Utilization Plan)	<input type="checkbox"/>
		Form AC3239-E (Proposer's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate)	<input type="checkbox"/>
		Form AC3239-F (Request for Waiver), <u>with all required documentation</u> , if applicable	<input type="checkbox"/>
2	§ 6.1.C	Appendix E (Proposer's Certifications/Acknowledgements), signed in THREE places	<input type="checkbox"/>
3	§ 6.1.D	Appendix F (LGAC Proposer's Disclosure of Prior Non-Responsibility Determinations), completed and signed	<input type="checkbox"/>
4	§ 6.1.E	Vendor Responsibility Questionnaire (unless filed and certified online)	<input type="checkbox"/>
		If Vendor Responsibility Questionnaire was completed and certified online, check here.	<input type="checkbox"/>
INCLUDE IN THE ADMINISTRATIVE PROPOSAL, IF SUBMITTING: See Section 6.1.G (Additional Forms) While these forms are not required until notification of selection is made, Proposers are <u>strongly encouraged</u> to submit the following forms with their Administrative Proposal.			
5	§ 6.1.G(1)	Section 5.7: Sales and Compensating Use Tax Certification	
		<ul style="list-style-type: none"> ST-220 CA, Sales and Compensating Use Tax Certification 	<input type="checkbox"/>
6	§ 6.1.G(2)	Section 5.8.A: Workers' Compensation Documentation	
		<ul style="list-style-type: none"> Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or 	<input type="checkbox"/>
		<ul style="list-style-type: none"> Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or 	<input type="checkbox"/>
		<ul style="list-style-type: none"> Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage. 	<input type="checkbox"/>
7	§ 6.1.G(3)	Section 5.8.B: Disability Documentation	
		<ul style="list-style-type: none"> Form DB-120.1 – Certificate of Disability Benefits Insurance; or 	<input type="checkbox"/>
		<ul style="list-style-type: none"> Form DB-155 – Certificate of Disability Benefits Self-Insurance; or 	<input type="checkbox"/>
		<ul style="list-style-type: none"> Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage. 	<input type="checkbox"/>
8	§ 6.1.G(4)	Section 5.12 and Appendix G – Consultant Disclosure Reporting Requirements	

		<ul style="list-style-type: none"> Form A, completed and signed 	<input type="checkbox"/>
9	§ 6.1.F	Section 5.10 Freedom of Information Law <ul style="list-style-type: none"> Written statements of the necessity for claimed proprietary information exceptions 	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
N/A	§ 7.1	ONE Original and FOUR Copies of the Technical Proposal	<input type="checkbox"/>
		ONE separate CD in PDF format containing a representative copy of the Technical Proposal, including signatures	<input type="checkbox"/>
	§ 6.2.C	Attachment A (Proposer's Certified Statements), completed & signed	<input type="checkbox"/>
	§ 6.2.D	Attachment D (Response Form – Section 6.2.D.i)	<input type="checkbox"/>
	§ 6.2.D	Attachment E (Response Form – Section 6.2.D.ii(h))	<input type="checkbox"/>
	§ 6.2.D	Attachment F (Response Form – Section 6.2.D.ii(i))	<input type="checkbox"/>
	§ 6.2.E	Attachment G (References) – SUBMIT THREE	<input type="checkbox"/>
FOR THE COST PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
	§7.1	ONE Original and TWO Copies of the Cost Proposal	<input type="checkbox"/>
		ONE separate CD in PDF format containing a representative copy of the Cost Proposal, including signatures	<input type="checkbox"/>
1	§6.3	Attachment C (Cost Proposal)	<input type="checkbox"/>

**ATTACHMENT C
COST PROPOSAL**

New York Local Government Assistance Corporation
RFP # 18-03 – LGAC Financial Advisor Services
(To be submitted separately from Technical Proposal)

A. HOURLY FEE						
NAME	TITLE	HOURLY RATES FOR THE PERIOD:				
		Feb. 1, 2019 – Jan. 31, 2020	Feb. 1, 2020 – Jan. 31, 2021	Feb. 1, 2021 – Jan. 31, 2022	Feb. 1, 2022 – Jan. 31, 2023	Feb. 1, 2023 – Jan. 31, 2024
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
B. BLENDED HOURLY FEE:		\$	\$	\$	\$	\$

C. MAXIMUM CAP PER TRANSACTION					
FEE SALE / TRANSACTION					
TRANSACTIONS	Feb. 1, 2019 – Jan. 31, 2020	Feb. 1, 2020 – Jan. 31, 2021	Feb. 1, 2021 – Jan. 31, 2022	Feb. 1, 2022 – Jan. 31, 2023	Feb. 1, 2023 – Jan. 31, 2024
Refunding Bond Sale Transaction WITHOUT Swaps	\$	\$	\$	\$	\$
Refunding Bond Sale WITH Swaps	\$	\$	\$	\$	\$
Bond Conversion WITHOUT Swaps	\$	\$	\$	\$	\$
Bond Conversion WITH Swaps	\$	\$	\$	\$	\$
Letter of Credit or Standby Bond Purchase Agreement Substitution	\$	\$	\$	\$	\$
Swap or Similar Transaction NOT INCLUDING the Simultaneous Sales of Bonds	\$	\$	\$	\$	\$

Proposer (and Co-Proposer, if applicable)

Name and Title of Authorized Signatory of Proposer (and Co-Proposer, if applicable)

Signature of Proposer (and Co-Proposer, if applicable)

Date

ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i

Name of Proposer:							
List the <u>direct</u> prior experience of your firm and/or key staff within your firm with the municipal market relating to financial advisory services provided for each transaction which closed or was executed during the period of April 1, 2016 through March 31, 2018. Limit this listing to transactional experience (Please add or delete rows as necessary).							
Name of Issuer	Type of Transaction ¹	Type of Credit/Swap/QIR ²	Method of Sale ³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff ⁴	Description of Services Rendered ⁵
Grand Total of All Transactions:							

¹ For example: refunding of fixed rate bonds, issuance of variable rate bonds, refunding of fixed rate bonds to fixed rate bonds, refunding of variable rate demand bonds to fixed rate bonds, conversion of variable rate bonds to fixed rate bonds, substitution of liquidity facility, swap issuance, modification, termination.

² For example: general obligation, revenue, synthetic fixed rate, synthetic variable rate. (If the transaction type is synthetic fixed rate or synthetic variable rate, indicate whether your firm acted as the QIR).

³ Competitive or negotiated (if negotiated, public issue or private placement).

⁴ If such experience is that of the firm or of key staff within the firm.

⁵ Description of Services Rendered should include your specific role in the transaction (e.g., primary financial advisor, secondary financial advisor, M/WBE, partner, co-financial advisor).

ATTACHMENT E
RESPONSE FORM – SECTION 6.2.D.ii(h)

Name of Proposer:		
List the firm's and/or key staff's investment advisory experience for <u>governmental clients</u> during the period of April 1, 2016 through March 31, 2018. (Please add or delete rows as necessary).		
Governmental Client	Dollar Amount of Funds Under Management OR for which Investment Advice is Supplied	Type of Service Rendered
	\$	
# of Clients: _____	Grand Total: \$ _____	

**ATTACHMENT F
RESPONSE FORM – SECTION 6.2.D.ii(i)**

Name of Proposer:						
<ul style="list-style-type: none"> • Attach a project organizational chart detailing the role and responsibilities of each individual to be assigned to this engagement. • Include resumes of individuals of the firm directly assigned as listed in the table below. (Please add or delete rows as necessary).						
Name	Specific Role and Responsibilities for This Assignment	Qualifying Experience	Number of Years in Financial Industry	Number of Years With This Firm	Percentage of Time Devoted to This Assignment	Passed the Series 50 Exam (Yes/No)
Total (cannot exceed 100%):					_____ %	

**ATTACHMENT G
REFERENCES**

Submit a total of **THREE** references (Section 6.2.E) using this form.

Expand fields and duplicate this page as necessary.

RFP18-03 – LGAC Financial Advisor Services	
PROPOSER:	
Provide the following information for each reference submitted. Fields will expand as you type.	
Reference Company #1:	
Contact Person:	
Title:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	
Reference Company #2:	
Contact Person:	
Title:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	
Reference Company #3:	
Contact Person:	
Title:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	

ATTACHMENT H
DRAFT CONTRACT
NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
AGREEMENT WITH
[CONTRACTOR]
Contract No. C00XXXX

THIS IS AN AGREEMENT (the "Agreement") dated as of [DATE], by and between the New York Local Government Assistance Corporation ("Corporation" or "LGAC") whose office is located at 110 State Street, Albany, New York 12236-0001 and [Contractor Name] (the "Contractor"), whose office is located at [Contractor Address] (LGAC and the Contractor are collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, LGAC was created by Chapter 220 of the Laws of 1990, as subsequently amended, as a public benefit corporation and empowered to issue fixed and variable rate bonds ("Bonds") and notes ("Notes") to fund certain payments, to local governments and school districts, traditionally funded by New York State's (the "State") annual seasonal tax and revenue anticipation note borrowing, to refund outstanding Bonds of the Corporation, to enter into interest rate exchanges or similar arrangements, and to invest moneys of the Corporation; and

WHEREAS, upon determining that it is necessary or desirable for the Corporation to retain one or more firms to provide financial advisory services in the areas of debt management and investment, the Corporation issued a Request for Proposals (the "RFP", a copy of which is attached hereto as Exhibit A) for one firm to serve as Primary Financial Advisor and one firm to serve as Secondary Financial Advisor in connection with the issuance of such Bonds and Notes or entering into such arrangements; and

WHEREAS, after such competitive solicitation and evaluation of proposals for the performance of such services, the Corporation has determined that the Contractor possesses the expertise necessary to advise LGAC; and

WHEREAS, the Corporation desires to retain the Contractor to provide [primary][secondary] financial advisory services on a wide range of issues as set forth herein, and the Contractor is willing to perform such services and provide the necessary labor in connection with its response to the RFP (the "Proposal", a copy of which is appended hereto as Exhibit B); and

WHEREAS, the Board of Directors of LGAC authorized the Corporation to enter into an agreement with the Contractor to provide the services described more specifically in Section VI ("Services") below.

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the Parties, the Parties do hereby agree as follows:

I. TERM

This Agreement will commence on February 1, 2019 and will end on January 31, 2024, subject to LGAC's right to terminate as set forth in Section XVII (Termination and Suspension), and subject to the provisions of Section XIX (Reservations) of this Agreement.

II. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

This Agreement shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed a part of this Agreement. Conflicts between these documents shall be resolved in the following order of precedence:

1. Appendix A – Standard Clauses for All New York Local Government Assistance Corporation Contracts;
2. Agreement – (This Document), including Appendices B through G as herein described:
 - o Appendix B – Proposer and Contractor Compliance Requirements and Procedures for Participation by Minority Group Members and Women with Respect to New York Local Government Assistance Corporation Contracts;
 - o Appendix C – LGAC Executive Policy Statement on Discrimination/Harassment;
 - o Appendix D – LGAC Procurement Integrity Procedures;
 - o Appendix E – Proposer’s Certifications/Acknowledgements;
 - o Appendix F – LGAC Proposer’s Disclosure of Prior Non-Responsibility Determinations; and
 - o Appendix G – Consultant Disclosure Reporting Requirements;
3. Exhibit A – RFP number 18-03, including the Questions and Answers and any Addenda or Amendments (if applicable); and
4. Exhibit B – Proposal (Exhibits B1 – Technical Proposal, B2 – Cost Proposal, and B3 – Administrative Proposal), including any clarifications thereto.

III. COMPENSATION

- (A) LGAC shall compensate Contractor at the hourly rates (or blended hourly rate, whichever produces the lowest compensation per invoice), as set forth in Contractor’s Cost Proposal Exhibit B-2, subject to the maximum transaction cap.
- (B) The maximum caps and hourly rates in effect at the time a bond sale schedule is distributed shall be the rates applied to that particular sale or transaction and shall continue to apply until the completion of the particular sale or transaction.
- (C) Notwithstanding anything to the contrary contained in this Agreement, the Contractor agrees that, in calculating the compensation of Services provided to LGAC (whether working on a transaction with a maximum cap or performing hourly work), the Contractor will apply the hourly rates or the blended hourly rate, whichever produces the lowest compensation per invoice, in calculating its billing to LGAC.
- (D) Hourly rates and maximum caps for transactions must include ancillary costs, such as costs for transmission charges (telephone, facsimile, postage, local messenger services, Federal Express or similar delivery service), and duplicating and computer analysis, but shall not include costs for travel and lodging expenses, which shall be reimbursed as provided in Paragraph (E) below.

- (E) Compensation shall not be paid for non-working time spent traveling and must not be included in charged billable hours. Compensation shall be payable only for actual hours worked.
- (F) Travel expense reimbursement will be paid to the Contractor only where LGAC has authorized such travel in advance. LGAC will limit such reimbursement to the following unless written authorization to exceed the specified limits, or to include other items of expense, is obtained in advance:
 - i. To the extent permissible under New York State Law, LGAC will pay Contractor travel and meals while traveling out of town on business relating to Services provided in accordance with this Agreement. Travel expense reimbursement will be paid in accordance with guidelines established by the Office of the State Comptroller. (See Office of the State Comptroller Travel Manual, available at <http://www.osc.state.ny.us/agencies/travel/manual.pdf>.) For current per diem reimbursement rates only, visit the GSA Domestic Per Diem Page (currently available at <http://www.gsa.gov/portal/category/21287>), as such rates may be amended from time to time. Air travel will be reimbursed at coach rates.
 - ii. Reimbursement for pre-approved travel expenses will be made upon submission of appropriate invoices accompanied by copies of receipts for individual expenses.
- (G) Total compensation for Services provided under this Agreement, including reimbursement for expenses, shall not exceed the sum of \$XXX.

IV. PAYMENT AND INVOICES

The compensation and reimbursement provided for by this Agreement shall be payable upon the submission and audit of a detailed invoice and supporting documentation, if requested, to the Corporation by the Contractor. The Contractor shall provide LGAC with a detailed invoice of the hours worked each month by individual, title and service performed. Invoices for hourly services not relating to a particular sale or transaction must be submitted separately from invoices for hourly services relating to a particular sale or transaction that is subject to a Maximum Cap. Invoices shall be submitted to the Corporation within 30 days following the end of the month in which the Services are provided to the Corporation.

Invoices must include:

- (A) The number assigned to this contract by LGAC (C00XXXX) and Contractor's taxpayer identification number.
- (B) The name and title of each person who performed Services, the date(s) each billed service was rendered, a description of the particular debt issuance or transaction in relation to which the service(s) was performed, the number of hours devoted to each such service and the hourly rate of the person performing such Services.
- (C) For Services subject to a maximum transaction fee: the maximum allowed to be paid, the amount billed to date, the amount of the current invoice, and the remaining amount allowed to be billed under the maximum transaction fee.
- (D) An itemized list describing all items billed as expenses.
- (E) The total amount billed for Services and expenses for the invoice period.

- (F) Itemization and documentation of travel, overnight lodging and meal expenses sufficient to demonstrate conformance with applicable State reimbursement rates.
- (G) The beginning and ending dates of the billing period included in the invoice, and the expiration date of this Agreement.
- (H) In order to track utilization of minority- or women-owned business enterprise (M/WBE) participation goals as required by New York State Executive Law Article 15-A and 5 NYCRR 142.11, each invoice shall include **AC 3239-H M/WBE Expenditure Report of Appendix B**, which shall include the actual total cost of the contract work performed by each certified M/WBE for the work relating to the submitted invoice and the actual amounts of any payments made by the Contractor to each certified M/WBE as of the date the invoice is submitted. Failure to comply with the M/WBE participation goals set forth in **Appendices A and B** of the RFP, as they may change from time to time, may result in penalties. The Contractor's adherence to this updated law will preclude the need for any penalties delineated in **Appendix B**.

All invoices shall be subject to LGAC's acceptance of the Services for which billing is being made and are to be submitted via email (preferred) to debtmanagement@osc.ny.gov or via hard copy to:

New York Local Government Assistance Corporation
 C/O: Office of the State Comptroller
 Budget & Policy – Bureau of Debt Management
 110 State Street, Mail Drop 15-9
 Albany, NY 12236-0001

V. NOTICES

Any notice or other communication given pursuant to this Agreement shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following the deposit of the same into the United States Postal Service mail (certified mail, return receipt requested, or first class postage prepaid), or upon actual receipt by the intended party if the same is sent by overnight mail service, addressed to such party at the address set forth in this Agreement. Either party may designate a different address by notice to the other given in accordance herewith.

The following are the names and contact information for LGAC and the Contractor. The Parties shall notify each other as soon as possible of any change.

LGAC:

Title: Treasurer and Assistant Treasurer
 Address: New York Local Government Assistance Corporation
 C/O Office of the State Comptroller
 Office of Budget and Policy Analysis – Bureau of Debt Management
 110 State Street, Stop 15-9
 Albany, NY 12236-0001
 Telephone: (518) 486-7982
 Email: debtmanagement@osc.ny.gov

With a copy to OSC:

Title: Director of Financial Administration
 Address: Office of the State Comptroller

110 State Street, Stop 13-2
Albany, NY 12236-0001
Telephone: (518) 474-7574
Email: RFP@osc.ny.gov

CONTRACTOR:

Name: []
Title: []
Address: []
[]
Telephone: []
Email: []

VI. SERVICES

LGAC hereby engages the Contractor to perform, upon request, the following Services:

- A. Assign a lead person (the "Lead") to be the primary contact with LGAC for all Services.
- B. Review and provide recommendations regarding the Corporation's bond portfolio.
- C. Provide options, make recommendations and provide assistance on all aspects of the Corporation's debt issuances including, but not limited to, the timing, structure, pricing, method of sale, type of bond issue and other terms and conditions, including, but not limited to, capital reserve fund changes, swaps or other derivatives, insurance or other credit enhancements, and the structuring of refunding bond escrows.
- D. Assist the Corporation in the post-offering responsibilities for each sale, including, but not limited to, providing a post-transaction summary report.
- E. Advise and assist the Corporation in the on-going management of its portfolio including assisting with the calculation and verification of swap and variable rate debt payments, providing on-going assistance and advice regarding the mark-to-market value of swaps, valuing and making investment recommendations for the capital reserve fund and evaluating proposals from liquidity providers.
- F. Assist in the development and evaluation of bidding documents for various services, including, but not limited to, requests for proposals and requests for qualifications, in connection with the on-going management of the Corporation's portfolio, the issuance of debt by the Corporation or for the selection of other parties that may be required or beneficial for future financial transactions within or related to the Corporation's debt portfolio that are not currently contemplated.
- G. Advise and assist in the implementation of any negotiated or competitive process for the procurement, termination or modification of swaps or other derivatives, including, but not limited to, advising the Corporation on the appropriate market conditions for bidding swaps and conducting such bids on behalf of the Corporation, advising and assisting on appropriate administrative and legal fees, and negotiation of swap pricing..
- H. Provide recommendations on the advisability and efficiency of swaps that the Corporation may consider.
- I. Provide an independent finding as to whether the terms and conditions of each of the Corporation's swaps reflects a fair market value as of the date of its execution as required pursuant to Article 5-D of the State Finance Law, and at other times as requested by the Corporation.

- J. Assist the Corporation in preparing for and participate in meetings with underwriters, investors, remarketing agents, broker-dealers, liquidity banks, rating agencies and other professional service providers related to the Corporation's debt portfolio.
- K. Assist the Corporation in the preparation of official statements and other necessary financing documents.
- L. Assist the Corporation in the evaluation of bids or the negotiation of the terms with purchasers of the Corporation's bonds.
- M. Assist the Corporation in the competitive bidding of the securities or an application for State and Local Government Series ("SLGS") for a refunding escrow.
- N. Assist the Corporation in the closing of all transactions.
- O. Analyze the business practices and procedures of the Corporation and the Corporation's debt portfolio in order to identify cost savings opportunities and efficiencies.
- P. Assist the Corporation in the preparation of reports to the Governor, the Legislature, the Comptroller or other parties, as required by statute or as determined by the Corporation.
- Q. Assist the Corporation in acquiring and analyzing financial market information. The successful Proposers will be a source of market news tailored to the Corporation's portfolio and needs. Such assistance may include routine communication via email relative to opening and closing market commentary as interpreted by the successful Proposers with key rate and index information and, as relevant, notification of any significant movement or action within the market, including ratings actions.
- R. Act as the Corporation's qualified independent representative ("QIR"), as such term is used pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act"). The Contractor will provide representations and agreements consistent with the requirements of the Dodd-Frank Act, and must comply with applicable regulations of the Commodity Futures Trading Commission. The Contractor must comply with Dodd-Frank Act ongoing requirements. The Contractor may appoint a subcontractor to serve as the Corporation's QIR upon approval by the Corporation of such appointment.
- S. Render any additional financial advisory services as requested by the Corporation, including those related to swaps or other derivative products.

VII. ASSIGNMENT OF WORK

The Contractor understands and agrees that the vendor awarded the Primary Financial Advisor contract from the RFP will generally be given the first opportunity to accept an assignment unless LGAC determines that one of the following conditions applies:

- A. The Primary Financial Advisor has an actual or potential conflict of interest that, in the determination of the Corporation, could prevent the Primary Financial Advisor from satisfactorily or ethically performing the assignment;
- B. The Secondary Financial Advisor has a demonstrated expertise that, in the determination of the Corporation, is superior to that of the Primary Financial Advisor for purposes of a particular assignment;
- C. The Corporation determines that the Primary Financial Advisor cannot undertake or complete an assignment or make appropriate staff available within the time frames established by the Corporation for the assignment;
- D. The Primary Financial Advisor and the Corporation mutually agree that work on a specific project be performed by the Secondary Financial Advisor. In that event, the Primary

Financial Advisor will, as directed by LGAC, cooperate and work in harmony with the Secondary Financial Advisor;

- E. The Corporation has terminated the Agreement with the Primary Financial Advisor and has not yet appointed a successor contractor; or
- F. LGAC, at its sole discretion, elects to use the services of the Secondary Financial Advisor for a particular assignment.

VIII. CONFLICTS OF INTEREST AND FIDUCIARY OBLIGATION

The Contractor represents, warrants and covenants that there is not and shall be no perceived, potential or actual conflict as to duties required to be performed pursuant to this Agreement and any other contract or employment. This shall include, but not be limited to, the following: during the term of this Agreement, the Contractor shall not act as an underwriter, initial bond purchaser, swap counterparty, broker-dealer or remarketing agent in any LGAC transaction or act as a principal in any other transaction to which LGAC is a counterparty. The Contractor agrees that it shall immediately advise LGAC whenever it becomes aware of any situation that involves or appears to involve such a conflict of interest or potential conflict.

The Contractor acknowledges and agrees that it owes LGAC the duty of a fiduciary in all that it does to serve the purpose of this Agreement and its intent.

IX. COOPERATION

The Contractor, LGAC, and their respective agents, employees and partners shall cooperate with each other to the fullest extent in connection with the Services. Pursuant to the terms and conditions of this Agreement and all appendices hereto, LGAC shall supply and make available necessary information and personnel to assist the Contractor to perform the Services.

X. STAFF

- A. Contractor's "staff" includes employees, consultants, owners, officers, directors, subcontractors, subsidiaries, affiliates, partners and agents of the Contractor.
- B. The Contractor shall assign [XXX] as the Lead to be the primary contact with LGAC for the performance of the Services and shall assign other such staff as necessary. Contractor agrees that the Services shall be performed by the following named individuals whom Contractor represents to be available for this assignment:

[LIST: Name and title]

- C. Contractor represents that the above-named individuals are fully capable of performing such assignment, that they have and possess the experience, knowledge, and character necessary to qualify them individually for the particular duties to be performed hereunder. Subsequent to the commencement of Services, whenever LGAC or the Contractor becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to LGAC no longer possess the necessary integrity or professional capacity, the Contractor shall immediately discontinue the use of such staff and notify LGAC.
- D. The replacement for any staff removed from, reassigned or who leaves the employ of the Contractor for any reason must match or exceed the replaced staff member in terms of skill level and experience. LGAC reserves the right to approve or disapprove any proposed changes in staff. LGAC in each instance will be provided with a summary of the experience of the proposed staff member and an opportunity to interview that person, prior to giving its approval or disapproval. Said approval shall not

be unreasonably withheld. In the event that the title of an individual named in Paragraph A is changed, the rate payable by the Corporation pursuant to the fee schedule set forth herein in Exhibit B-2 shall be changed commensurately without the necessity for amending this Agreement to effect such change, if deemed to be reasonable at LGAC's sole discretion. LGAC reserves the right to request removal of any Contractor employee from the engagement without cause.

XI. SUBCONTRACTORS

- A. In the event that the Contractor utilizes subcontractors to perform any of the Services, LGAC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractors of the Contractor prior to their performance of Services.
- B. Contractor shall require all proposed subcontractors to complete such Appendices included in this Agreement as are deemed necessary by LGAC prior to any such proposed subcontractor's performance of Services. The Contractor acknowledges that this requirement is ongoing for the term of this Agreement, and the Contractor shall be required to disclose to LGAC its intention to enter into any subcontracts for the performance of any Services.
- C. Failure to disclose the identity of any and all subcontractors used by the Contractor together with a detailed description of their responsibilities, may, at the sole discretion of LGAC, result in a disqualification of the subcontractor or termination of this Agreement.
- D. Contractor shall be fully responsible to LGAC for the acts and omissions of its subcontractors and of persons either directly or indirectly engaged by them in connection with the performance of Services under this Agreement.
- E. OSC reserves the right to remove any of the subcontractor's staff if, in LGAC's discretion, such subcontractor's staff is not performing in accordance with this Agreement. LGAC reserves the right to approve or disapprove any proposed changes in subcontractor's staff. LGAC in each instance will be provided with a summary of the experience of the proposed subcontractor staff member and an opportunity to interview that person, prior to giving its approval or disapproval.

XII. RELATIONSHIP OF PARTIES

The relationship of the Contractor and its staff to LGAC shall be that of an independent contractor, and not that of an agent or employee of LGAC. The Contractor, as an independent contractor, shall not have the authority to contract for or bind LGAC for any purpose whatsoever. The Contractor covenants and agrees that its staff will not hold themselves out as agents, officers, or employees of LGAC, and that they will not make any claim, demand, or application for any right or privilege applicable to any officer or employee of LGAC including, but not limited to, Workers' Compensation coverage, Social Security coverage, or Retirement System benefits.

XIII. CONFIDENTIALITY AND SECURITY

A. Definition

The term "Confidential Information" shall mean any and all information which is disclosed by either party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information may include, but not be limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's past, current, or possible future products or methods, including

information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling, leasing, and/or software (including third party software).

B. Treatment

Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient to any third party except to those third parties operating under non-disclosure provisions no less restrictive than those in this Section and who have a justified business "need to know." This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by governmental or judicial order or applicable law provided notice is promptly given to the Owner and provided further that diligent efforts are undertaken to limit disclosure.

C. Confidentiality of LGAC Information

In connection with the Services to be provided under this Agreement, the Contractor and its staff may view, or have access to, Confidential Information owned by LGAC. Confidential Information shall include, but not be limited to:

- Personal information about individuals, e.g., home addresses, home telephone numbers, social security numbers, payroll information, account numbers, health status.
- Office of the State Comptroller ("OSC") security procedures, topology, practices and policies.
- Computer codes or other electronic or non-electronic information, the disclosure of which could jeopardize the security of OSC's computer systems.
- Any other material designated as being "Confidential."

The Contractor, on its own behalf, and on behalf of its staff agrees to preserve the confidentiality of any and all Confidential Information viewed, accessed, or developed under the Agreement, and agrees:

- To view, access and use only the Confidential Information relevant and necessary to provide the Services;
- To use its best efforts to preserve the confidentiality of the Confidential Information;
- To use its best efforts to prevent disclosure of the Confidential Information to any person other than to LGAC staff;
- To abide by all OSC and State confidentiality policies and procedures;
- That all reports and other materials, preliminary, final and otherwise, prepared for or relating to Services described herein (other than Contractor's work papers)-shall be treated at all times as Confidential Information by the Contractor;

- All Confidential Information shall remain the property of LGAC;
- That all Confidential Information shall be returned or destroyed (using highest industry-standard secure disposal methods) within 30 days after the expiration of the Agreement and that upon such destruction, the Contractor will certify as to the method of destruction.

D. Security

The Contractor shall be required to comply with all applicable facility and information security policies and procedures, including any training required, (both present and future), by OSC in performing the Services under this Agreement.

The Contractor may not connect any non-State computer, electronic storage device, or telecommunications equipment to OSC's network; e.g., personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets are included in this prohibition.

Where performance of Services involves use by the Contractor of State, LGAC, or OSC owned or licensed, papers, files, computer disks or other electronic storage devices, data, or records at OSC or State facilities or offices, the Contractor shall not remove such records therefrom without the prior written approval from an authorized representative of the State, LGAC or OSC, respectively.

XIV. LIABILITY AND INDEMNIFICATION

The Contractor shall be fully liable for the actions and omissions of its staff and shall fully indemnify and save harmless the Corporation from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property (including electronic systems and databases) caused by any intentional, reckless or negligent act or omission of the Contractor or any of its staff, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the intentional, reckless or negligent act or omission of the Corporation.

The Corporation may retain such moneys from any amount due the Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Corporation unless the Contractor at the time of the presentation of claim shall demonstrate to the Corporation's satisfaction that sufficient moneys are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

Notwithstanding the above, neither the Contractor nor the Corporation shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Corporation, the Contractor, or by others.

Neither party will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of the Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

XV. INDEMNIFICATION RELATING TO THIRD PARTY PROPRIETARY RIGHTS

The Contractor will also indemnify and hold the Corporation harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Corporation in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the Corporation's gross negligence or willful misconduct, provided that the Corporation shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of the Contractor.

If the Corporation's usage of a licensed service or product under this Agreement shall be enjoined for any reason or if the Contractor believes that it may be enjoined, the Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Corporation the right to continue usage (ii) to modify the service or product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace said service or product or part(s) thereof, as applicable, with non-infringing service or product of at least equal quality and performance. If the above remedies are not available, the Parties shall terminate this contract, in whole or in part as necessary and applicable, provided the Corporation is given a refund for any amounts paid for the period during which usage was not feasible.

The foregoing provisions as to protection from third party rights shall not apply to any infringement occasioned by modification by the Corporation of any product without the Contractor's approval.

In the event that an action at law or in equity is commenced against the Corporation arising out of a claim that the Corporation's use of the service or product under this Agreement infringes any patent, copyright or proprietary right, and the Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in this Agreement, the Contractor shall immediately notify the Corporation in writing and shall specify to what extent the Contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement. The Contractor shall in such event protect the interests of the Corporation and secure a continuance to permit the Corporation to appear and defend its interests in cooperation with the Contractor, as is appropriate, including any jurisdictional defenses the Corporation may have. This constitutes the Corporation's sole and exclusive remedy for patent infringement, or for infringement of any other third party proprietary right.

XVI. RESPONSIBILITY TERMS

- A.** The Contractor covenants and represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Vendor Responsibility Questionnaire ("Responsibility Questionnaire") provided to the Contractor by LGAC prior to execution of this Agreement. The Contractor further covenants and represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- B.** The Contractor shall provide to LGAC updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any changes, whether material or non-material, or submit a certification of "no change" to LGAC.
- C.** Notwithstanding Subsection (B) hereinabove, LGAC reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility

Questionnaire, and (iii) to require the Contractor to provide such information to LGAC within a reasonable time frame to be established at LGAC's sole discretion.

XVII. TERMINATION AND SUSPENSION

- A. LGAC may terminate or suspend this Agreement, or terminate or suspend the Services with respect to a specific matter or matters, with or without cause upon 15 days prior written notice. In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to LGAC, in LGAC's sole discretion. In the event of suspension, the Contractor shall be entitled to compensation for non-suspended Services which are acceptable to LGAC, in its sole discretion.
- B. LGAC reserves the right to terminate or suspend this Agreement, or to terminate or suspend the Contractor's Services with respect to a specific matter or matters immediately upon written notice to the Contractor, if LGAC deems the Contractor's performance unsatisfactory at any time during the term of this Agreement, in its sole discretion.
- C. LGAC reserves the right to terminate this Agreement in the event that the certification filed by the Contractor (that all information disclosed to LGAC is complete, true and accurate with regard to prior non-responsibility determinations within the past four years based on [i] impermissible contacts or other violations of New York State Finance Law Section 139-j, or [ii] the intentional provision of false or incomplete information to a governmental entity) is found by LGAC to be intentionally false or intentionally incomplete. Upon such a finding, LGAC may exercise its right to terminate this Agreement; in that event this Agreement shall be deemed terminated and of no further force and effect within 30 days from the date LGAC provides written notification to the Contractor of such termination.
- D. In addition, LGAC may terminate this contract after the third year or after fourth year by giving the Contractor written notice at least 30 days prior to the commencement of the fourth year of this contract or at least 30 days prior to the commencement of the fifth year of this contract.

XVIII. TRANSITION

Upon expiration or termination of this Agreement, the Contractor shall provide access to, the Secondary Financial Advisor or a successor contractor, all necessary records in the Contractor's possession relating to the Services. At LGAC's request, the Contractor shall, at no cost to LGAC, also make appropriate staff available to LGAC and to the Secondary Financial Advisor or a successor contractor during normal business hours to answer questions regarding such records and the Services which have been provided by the Contractor. The Contractor shall cooperate to the fullest extent with the Secondary Financial Advisor or any successor contractor in order to accomplish a smooth and orderly transition, so that the Services required are uninterrupted and are not adversely impacted by the change in contractor.

XIX. RESERVATIONS

LGAC reserves the right to employ other consultants and contractors, including other financial advisors, in connection with its responsibilities and functions. In that event, the Contractor will, as directed by LGAC, cooperate and work in harmony with such consultants and contractors.

XX. REQUIRED APPROVALS

This Agreement and any amendment hereof shall not be deemed executed, valid or binding unless and until approved by the Board of the Corporation.

XXI. ENTIRE AGREEMENT

This Agreement and the appendices and attachments hereto constitute the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. The Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the Parties hereto.

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APPENDIX A
STANDARD CLAUSES FOR ALL NEW YORK
LOCAL GOVERNMENT ASSISTANCE CORPORATION CONTRACTS

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

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

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

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

4. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex (including gender identity or expression) or national origin: (a) discriminate in the hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex (including gender identity or expression) or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008,

if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the Corporation of any Corporation approved sums due and owing for work done upon the project.

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

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

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

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

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

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

other purpose authorized by law. (2) The personal information is requested by the Corporation to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information will be maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

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

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

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

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

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

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided on request to the Corporation;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documents to the Corporation upon request; and
- (d) The Contractor acknowledges notice that the Corporation may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Corporation in these efforts.

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

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

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

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

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

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

26. INDEPENDENT CONTRACTOR STATUS. The relationship of the Contractor to the Corporation is that of an independent contractor and the officers and employees of the Contractor shall conduct themselves in a manner consistent with such status, shall neither hold themselves out as nor claim to be officers, employees or agents of

the Corporation or of the State by reason hereof, and shall not make any claim, demand or application to or for any right of the Corporation or of the State, including but not limited to, Workers' Compensation coverage, unemployment insurance benefits, Social Security coverage or retirement membership credit.

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

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

Revised: March 8, 2013

APPENDIX B

PROPOSER AND CONTRACTOR COMPLIANCE REQUIREMENTS AND PROCEDURES FOR PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION CONTRACTS

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, New York State Executive Law §310–318, (Article 15-A: Participation By Minority Group Members and Women With Respect To State Contracts – hereinafter "the Article"), was enacted to promote equality of employment and economic opportunities for minority group members and women.

In keeping with applicable federal, State and local laws, rules, regulations, and the requirements as set forth under the Article, LGAC has developed an "MWBE Program", including compliance requirements, forms, and procedures to ensure that (i) all contractors (as defined under §310[3] (to include those who submit bids/proposals in an effort to be selected for contract award [hereinafter "Proposers"] as well as those successful bidders/proposers with whom LGAC enters into "State Contracts", as defined in §310[13] [hereinafter "Contractors"], as well as proposed or actual "Subcontractors", as defined in §310[14]) shall comply with requirements to ensure Equal Employment Opportunities ("EEO") for minority group members and women, and (ii) there are meaningful participation opportunities for certified M/WBEs in the LGAC procurement process.

It is the expectation of LGAC and the responsibility of all proposers and contractors participating in and/or selected for procurement opportunities with LGAC that such proposers and contractors shall fulfill their obligations to comply with applicable federal, State, and local requirements concerning EEO and opportunities for M/WBEs including, but not limited to, the Article and its implementing regulations.

I. EEO Requirements

A. Prior to the Award of a State Contract

In addition to the requirements stated in Appendix A (Standard Clauses for all New York Local Government Assistance Corporation Contracts), Clause 11 (*Equal Employment Opportunities for Minorities and Women*), and to ensure complete compliance with such requirements (and with the Article and the Regulations adopted pursuant thereto), as a precondition to being selected for contract award and entering into a valid and binding State Contract, the Proposer shall provide with its bid/proposal:

1. An **EEO Policy Statement**, as described in Appendix A, Clause 11.
2. **Form AC 3239-A (Proposer's EEO Staffing Plan of Anticipated Workforce)**, which should document:
 - a. The workforce to be utilized on the State Contract; or
 - b. Where the workforce to be utilized in the performance of the State Contract cannot be separated out from the Proposer's and/or proposed Subcontractor's total work force (for example, certain commodities contracts), the Proposer's and/or proposed Subcontractor's total workforce including apprentices, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by LGAC.

A Proposer's failure to submit an EEO Policy Statement and **Form AC 3239-A – Proposer's EEO Staffing Plan of Anticipated Workforce** shall result in the rejection of the Proposer's bid/proposal, unless the Proposer provides LGAC with a reasonable justification in writing for such failure (e.g., the failure to submit a staffing plan where a Proposer has a work force of 10 employees or less), or makes a commitment to submit an EEO Policy Statement and an EEO Staffing Plan of Anticipated Workforce within the time frame specified in writing by LGAC.

If, after scoring, a Proposer is selected for award, before that award is completed (e.g., during contract negotiations), LGAC will conduct a review of the substance of the EEO Policy Statement and the EEO Staffing Plan of Anticipated Workforce to determine whether the Proposer appears to be in compliance with Appendix A, Clause 11 and the Article, i.e., whether such documents demonstrate that the Proposer is committed to Equal Employment Opportunity. If, upon review, LGAC comes to the conclusion that such commitment to EEO principles is lacking,

LGAC shall contact the Proposer and make every effort to resolve the deficiencies identified in the bid/proposal and to bring the substance of the bid/proposal into compliance with such requirements. Failure to correct such deficiency within a time frame specified by LGAC may result in the rejection of the Proposer's bid/proposal.

B. After the Award of the State Contract

After LGAC's award of a State Contract and during the performance of the State Contract, the Contractor shall periodically¹ submit to LGAC:

1. **Form AC 3239-B (Contractor's/Subcontractor's EEO Workforce Utilization Report)**, which should document:
 - The workforce to be utilized and, thereafter, actually utilized on the State Contract, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by LGAC.

In addition to general compliance monitoring of State Contracts, LGAC shall conduct in-depth compliance reviews on selected State Contracts during the course of the year, in accord with 5 NYCRR §143.4.

The Contractor's/Subcontractor's EEO Workforce Utilization Reports shall be reviewed as part of LGAC's general compliance monitoring. If discrepancies exist between the EEO Staffing Plan of Anticipated Workforce submitted with a bid/proposal and the Contractor's/Subcontractor's EEO Workforce Utilization Reports, the Contractor/Subcontractor may be subject to an in-depth EEO compliance review.

If deficiencies are identified during LGAC general contract compliance monitoring or during in-depth compliance reviews, LGAC shall make every effort to resolve the deficiencies identified and to bring the Contractor/Subcontractor into compliance with such requirements.

If LGAC is unsuccessful in its efforts, and upon review, the Deputy Comptroller for Human Resources and Administration at OSC agrees that the Contractor/Subcontractor is non-compliant, such Deputy Comptroller shall submit a written complaint to the New York State Department of Economic Development's Division of Minority and Women's Business Development ("DMWBD") regarding the Contractor's/Subcontractor's noncompliance and shall recommend to DMWBD that it review and attempt to resolve the noncompliance matter. Such Deputy Comptroller shall serve a copy of the complaint upon the Contractor/Subcontractor by personal service or certified mail, return receipt requested.

DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall take all appropriate actions under statute (Executive Law §316) and regulation (5 NYCRR §143.6).

II. M/WBE Requirements

It is the policy of the State of New York and of LGAC that M/WBEs (as defined under §310[7] and [15] and as certified pursuant to 5 NYCRR Part 144) shall be given the opportunity for meaningful participation in the performance of State Contracts. Accordingly, **Proposers and Contractors shall make good faith efforts** to solicit active participation by M/WBEs identified in the Empire State Development ("ESD") directory of certified businesses², which can be viewed at: www.nylovesmwbe.ny.gov/cf/search.cfm.

¹ If the workforce utilized in the performance of the contract can be separated out from the Contractor's and/or Subcontractor's total workforce, quarterly reports are required. If the workforce utilized in the performance of the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, semi-annual reports are required.

² All M/WBE firms to be utilized are required to be certified by ESD or must be in the process of obtaining certification from ESD. Should the Proposer/Contractor identify a M/WBE firm that is not currently certified by ESD, the Proposer/Contractor should request that the firm submit a certification application to LGAC for eligibility determination. LGAC will work with ESD to expedite the application; however, it is the responsibility of the Proposer/Contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement in order to facilitate full M/WBE participation.

For the purposes of this Appendix B, the question of whether a proposer or contractor has engaged in and documented "good faith efforts" to solicit active participation by M/WBEs in the performance of State Contracts shall be determined by LGAC after a thorough consideration of the factors listed in 5 NYCRR §142.8.

The separate MBE and WBE participation goals established by LGAC for this procurement are based on the overall availability of M/WBEs that have been certified to perform the specific scope of work identified in this procurement. **For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met, but must be targets reasonably attainable by means of applying every good faith effort** to make all aspects of the entire M/WBE Program work.

A. Prior to the Award of a State Contract

Bidders/Proposers shall document and/or demonstrate in their bids/proposals every good faith effort to solicit active M/WBE participation at least equal to the participation goals established by LGAC. The M/WBE utilization should be measured by comparing (in detail) the dollar value of the component services/deliverables/materials provided/supplied by M/WBEs to the total dollar value of the services/deliverables/materials required by the State Contract. The following must be submitted with the bid/proposal:

1. **Form AC 3239-C (M/WBE Goal Requirements – Certification of Good Faith Efforts)**, which should document:
 - Actions taken by the Bidder/Proposer to solicit M/WBEs as subcontractors and/or suppliers so that the Bidder/Proposer could achieve the overall prescribed M/WBE participation percentage goals set forth in the procurement in the performance of the contract to be awarded.
2. **Form AC 3239-D (Proposer's M/WBE Utilization Plan)**, which should document:
 - Actions taken and/or to be taken to meet established goals and the time frames need to achieve results which could reasonably be expected by putting forth every good faith effort to achieve the overall prescribed M/WBE participation percentage (%) goals set forth in the procurement.
3. **Form AC 3239-E (Proposer's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate)**, which should document:
 - The names and signatures of certified MBEs and/or WBEs which have agreed to participate as Subcontractors if the Proposer is awarded the State Contract.

When M/WBE participation goals higher than 0% (zero percent) are included in LGAC's procurement documents, a Proposer's failure to submit a completed **Form AC 3239-C – M/WBE Goal Requirements – Certification of Good Faith Efforts**, **Form AC 3239-D – Proposer's M/WBE Utilization Plan**, and a completed **Form AC 3239-D – Proposer's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate** shall result in the rejection of the Proposer's bid/proposal, unless the Proposer provides LGAC with a completed **Form AC 3239-F (Request for Waiver)** or makes a commitment to submit a completed **Form AC 3239-C – M/WBE Goal Requirements – Certification of Good Faith Efforts**, **Form AC 3239-D – Proposer's M/WBE Utilization Plan**, and **Form AC 3239-D – Proposer's M/WBE Subcontractor's/Suppliers Notice of Intent to Participate** within the time frame specified in writing by LGAC.

If, after scoring, a Proposer is selected for award, before that award is completed (e.g., during contract negotiations), the "Successful Proposer" will be required to submit **Form AC 3239-G (Contractor's M/WBE Utilization Plan)**. LGAC will review the substance of such Plan and within twenty (20) days from the receipt thereof issue a written notice of acceptance or deficiency.

A Successful Proposer must provide LGAC with a written remedy in response to a written notice of deficiency within seven (7) business days of receipt or within a reasonable time frame as specified by LGAC to correct the specific deficiency. Failure to correct a deficiency and/or demonstrate compliance can result in (i) the necessity of the Successful Proposer to submit to LGAC a completed **Form AC 3239-F (Request for Waiver)**, or (ii) disqualification

of the bid/proposal.

B. After the Award of the State Contract

After LGAC's award of a State Contract and during the performance of the State Contract, except where LGAC has granted the Contractor a total waiver³, the Contractor shall periodically⁴ submit to LGAC:

1. Form AC 3239-H – M/WBE Expenditure Reports.

Failure to timely submit a **Form AC 3239-H – M/WBE Expenditure Reports** and/or other reports or information as requested may result in payments under the contract being delayed until such reports or other information have been received⁵.

LGAC shall review the substance of the Contractor's **Form AC 3239-H – M/WBE Expenditure Reports** and shall be responsible for evaluating and determining whether the Contractor has demonstrated compliance with its previously approved **Form AC 3239-G – Contractor's M/WBE Utilization Plan**. In making such determination, LGAC may review and investigate whether the participation goals are being achieved with certified minority- and women-owned business enterprises and whether information made available to LGAC through monitoring, onsite inspections, progress meetings regarding work required by the State Contract, review of payrolls or other LGAC actions provides evidence of compliance.

Where it appears that a Contractor cannot, after a good faith effort, comply with its previously approved **Form AC 3239-G – Contractor's M/WBE Utilization Plan**, such Contractor may submit a completed **Form AC 3239-F (Request for Waiver)** setting forth the reasons for such Contractor's inability to meet any or all of the participation requirements, together with an explanation and supporting documentation demonstrating the efforts undertaken by such Contractor to obtain the required M/WBE participation⁶.

If LGAC determines that the Contractor has not demonstrated compliance with its previously approved **Form AC 3239-G – Contractor's M/WBE Utilization Plan** and has made no good faith effort to do so, LGAC shall make every effort to resolve the deficiencies identified and to bring the Contractor into compliance with such requirements.

If LGAC is unsuccessful in its efforts, and, upon review, the Deputy Comptroller for Human Resources and Administration at OSC agrees that the Contractor is non-compliant, LGAC shall either:

(i) submit a written complaint to the New York State Department of Economic Development's Division of Minority and Women's Business Development ("DMWBD") regarding the Contractor's/Subcontractor's noncompliance and recommend to DMWBD that it review and attempt to resolve the noncompliance matter. LGAC shall serve a copy of the complaint upon the Contractor/Subcontractor by personal service or certified mail, return receipt requested.

DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall take all appropriate actions under statute (Executive Law §316) and regulation (5 NYCRR §142.12), including potential temporary debarment of the Contractor where the Contractor is found to have engaged in fraudulent or intentional misrepresentation or willful or intentional disregard of the M/WBE participation

³ If LGAC has granted a partial waiver to the Successful Proposer, prior to award LGAC must have approved a Contractor's M/WBE Utilization Plan and a completed Contractor's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate, and after award the Contractor must still submit the Contractor's Quality Assurance Report/Checklist.

⁴ If the workforce utilized in the performance of the contract can be separated out from the Contractor's and/or Subcontractor's total workforce, quarterly reports are required. If the workforce utilized in the performance of the contract cannot be separated out from the Contractor's and/or Subcontractor's total workforce, semi-annual reports are required.

⁵ Contractors will be requested to provide additional compliance reports and information (i) to verify payments made to M/WBEs, (ii) to verify M/WBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

⁶ Requests for a partial or total waiver made subsequent to award of a State Contract may be made at any time during the term of the State Contract but prior to the submission of a request for final payment on that State Contract.

requirement in the State Contract; or

(ii) withhold payment from the Contractor as liquidated damages in accordance with 5 NYCRR §142.13, if the Deputy Comptroller for Human Resources and Administration at OSC determines that the Contractor has breached the State Contract by willfully and intentionally failing to comply with the MWBE participation goals set forth in the State Contract. 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 State Contract.

Nothing herein shall diminish or supersede LGAC's authority and responsibility to enforce the requirements of its contracts.

All Affirmative Action, EEO, and MWBE compliance forms required to be submitted along with bids and/or proposals for LGAC procurements are attached hereto. These forms are to be submitted without change to participation goals specified in the procurement documents.

By submitting a bid/proposal, the Proposer/Contractor agrees to provide to LGAC access to all documentation, records, reports, facilities, etc., which LGAC may deem necessary to determine Proposer/Contractor compliance.

After the award of a State Contract, submit two originals and two copies of all required reports, forms, information, and Requests for Waivers (if applicable) to LGAC the following address:

**New York State Office of the State Comptroller
Bureau of Financial Administration
110 State Street, Stop 13-2
Albany, NY 12236
Attn: Brian Matthews, Director**

Requests for technical assistance in meeting these requirements can be obtained by contacting OSC at (518) 474-7574.

Forms attached to this Appendix B:

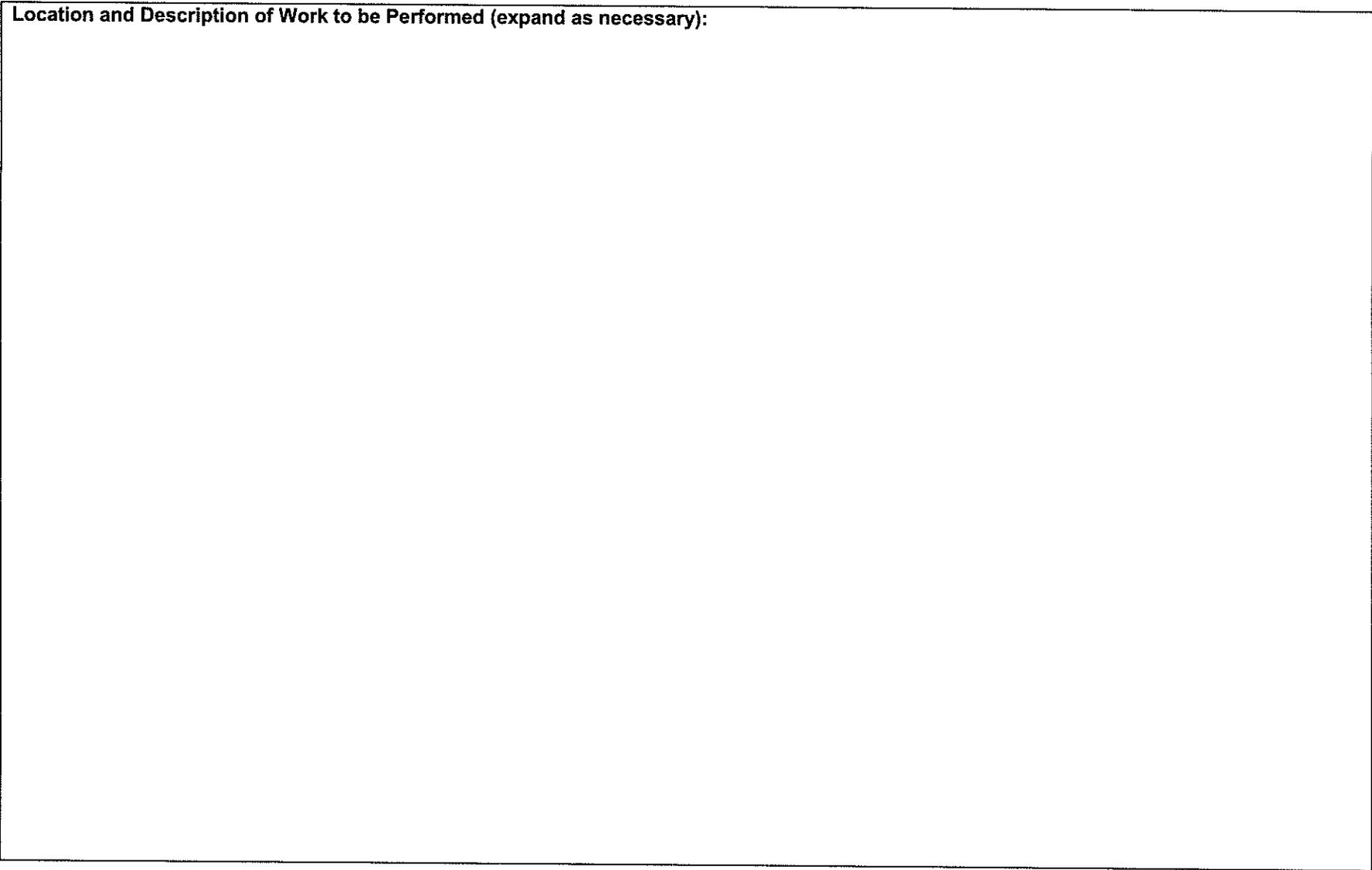
- **AC 3239-A – Proposer's EEO Staffing Plan of Anticipated Workforce**
 - To be submitted with the Administrative Proposal
- **AC 3239-B – Contractor's/Subcontractor's EEO Workforce Utilization Report**
 - To be submitted as part of post-contract documents
- **AC 3239-C – M/WBE Goal Requirements – Certification of Good Faith Efforts**
 - To be submitted with the Administrative Proposal
- **AC 3239-D – Proposer's M/WBE Utilization Plan**
 - To be submitted with the Administrative Proposal
- **AC 3239-E – Proposer's M/WBE Subcontractor's/Supplier's Notice of Intent to Participate**
 - To be submitted with the Administrative Proposal
- **AC 3239-F – Request for Waiver**
 - To be submitted with the Administrative Proposal (if applicable)
- **AC 3239-G – Contractor's M/WBE Utilization Plan**
 - To be submitted as part of post-contract documents
- **AC 3239-H – M/WBE Expenditure Reports**
 - To be submitted as part of post-contract documents on a per-invoice basis
- **AC 3239-I – Contractor's Quality Assurance Report/Checklist**
 - To be submitted as part of post-contract documents

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal.																			
Proposer Name:						Federal Identification Number:													
Address:						Procurement Number:													
City, State, Zip Code:						M/WBE Participation Goals: MBE ____% WBE ____%													
Does the Proposer have an existing affirmative action program? (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)								Is the Proposer ESD Certified: (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, provide ESD Certification Number and Expiration Date.)											
<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.								<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.											
Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract.																			
JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)																		
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												Total Columns A – N				
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N					
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female						
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL:																			
Prepared by (signature): _____																			
Name of Preparer				Title of Preparer				Date				Telephone Number				Email Address			

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE

Location and Description of Work to be Performed (expand as necessary):



INSTRUCTIONS FOR COMPLETING PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE FORM

RACE AND ETHNIC IDENTIFICATION*	
<p>For the purpose of completing this form, LGAC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:</p>	
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.
<p>Submission of this form constitutes the Proposer's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.</p> <p>By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.</p> <p>Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.</p> <p>*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eo1survey/2007instructions.cfm.</p>	

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT**

PART A – INSTRUCTIONS: All Contractors/Subcontractors must complete and submit this form within thirty (30) days after award of a State Contract.																	
Contractor/Subcontractor Name:																	
Address:								Federal Identification Number:									
City, State, Zip Code:								Procurement Number:									
Does the Proposer have an existing affirmative action program? (Check one): <input type="checkbox"/> Yes (If Yes, attach current copy of EEO Policy Statement.) <input type="checkbox"/> No																	
Does the Proposer have an existing affirmative action program? (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)								Is the Proposer ESD Certified: (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, provide ESD Certification Number and Expiration Date.)									
<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.								<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.									
Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract.																	
JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)																
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												Total Columns A – N		
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races				
	A	B	C	D	E	F	G	H	I	J	K	L	M	N			
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female			
Executive/Senior Level Officials and Managers																	
First/Mid-Level Officials and Managers																	
Professionals																	
Technicians																	
Sales Workers																	
Administrative Support Workers																	
Craft Workers																	
Operatives																	
Laborers and Helpers																	
Service Workers																	
TOTAL:																	
PART C – Prepared by (signature): _____																	
Name of Preparer				Title of Preparer				Date		Telephone Number				Email Address			

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT

Description of Services or Supplies to be Provided (expand as necessary):

INSTRUCTIONS FOR COMPLETING CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT FORM

RACE AND ETHNIC IDENTIFICATION*	
<p>For the purpose of completing this form, LGAC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:</p>	
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT SUBMISSION REQUIREMENTS	
<p>Please submit completed Form AC 3239-B within thirty (30) days after award of a State Contract to:</p> <p style="padding-left: 40px;">New York State Office of the State Comptroller Bureau of Financial Administration, Attn: M/WBE Specialist 110 State Street, Stop 13-2 Albany, NY 12236</p> <p>Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.</p> <p>By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.</p> <p>Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.</p> <p>*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eeo1survey/2007instructions.cfm.</p>	

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
M/WBE GOAL REQUIREMENTS – CERTIFICATION OF GOOD FAITH EFFORTS**

Bidders/Proposers must document "good faith efforts" to provide meaningful participation by New York State Certified Minority and Women-Owned Business Enterprises ("M/WBE"s) as subcontractors and/or suppliers in the performance of this State Contract.

The undersigned hereby certifies under penalty of perjury that he/she has taken the following actions on behalf of the Bidder/Proposer to demonstrate the aforesaid good faith efforts:

- a) The Bidder/Proposer attended any pre-bid meetings that were scheduled by LGAC or the NYS Department of Economic Development ("DED") or its designee to inform M/WBEs of contracting and subcontracting opportunities available on the project;
- b) The Bidder/Proposer identified economically feasible units of the project that could be contracted or subcontracted to M/WBEs in order to increase the likelihood of participation by such enterprises;
- c) The Bidder/Proposer advertised in general circulation, trade association and trade-oriented, minority and women-focused publications, if any, concerning the contracting or subcontracting opportunity;
- d) The Bidder/Proposer solicited and provided written notice to a reasonable number of M/WBEs identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development's ("ESD") Division of Minority and Women-Owned Business Development ("DMWBD"), or its designee, of the contracting or subcontracting opportunity in sufficient time to allow the M/WBEs to participate effectively;
- e) The Bidder/Proposer followed up initial solicitations by contacting the M/WBEs to determine whether the M/WBEs were interested in such contracting or subcontracting opportunity;
- f) The Bidder/Proposer provided interested M/WBEs with adequate information about the plans, specifications, and requirements for the contracting or subcontracting opportunity;
- g) The Bidder/Proposer used the services of community organizations, contractor groups, State and federal business assistance offices and other organizations identified by DED or its designee that provide assistance in the recruitment and placement of M/WBEs; and
- h) The Bidder/Proposer negotiated in good faith with M/WBEs submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals, or quotations prepared by any M/WBE. "Good faith" negotiating means engaging in good faith discussions with M/WBEs about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the M/WBEs, including sharing with them any cost estimates from the procurement documents, if available.

I have provided information on the above as requested for (RFP18-03) in Attachment A, Proposer's Certified Statements, Section 4.

Signature

Printed or Typed Name and Title

Procurement Number

Date

STATE OF NEW YORK)

) ss:

COUNTY OF _____)

On the _____ day of _____ in the year 20__ before me personally came _____ to me known, who, being by me duly sworn, did depose and say that (s)he resides in _____; that (s)he is the _____ of _____ which executed the above instrument; and that (s)he signed his/her name thereto as the _____ thereof.

Notary Public

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE UTILIZATION PLAN**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this M/WBE Utilization Plan as part of its Administrative Proposal. Proposers must submit a separate M/WBE Utilization Plan for each M/WBE utilized.				
Contractor Name:			Federal Identification Number:	
Address:			Procurement Number: _____	
City, State, Zip Code:			M/WBE Participation Goals: MBE _____% WBE _____%	
LIST ALL M/WBE SUBCONTRACTORS AND/OR SUPPLIERS TO BE UTILIZED (ATTACH ADDITIONAL SHEETS IF NECESSARY).				
M/WBE Name, Address, Email Address, and Telephone Number	Certification Classification (check all that apply.)	Federal ID No.	Estimated Dollar Value of Work/Supplies	Please provide a brief description of services or supplies to be provided by each M/WBE identified here on Page 2.
A.	NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
C. ESD Certification Number:	D. ESD Certification Expiration Date:			
If Contractor will not be utilizing an M/WBE, check here <input type="checkbox"/> and attach Form AC 3239-F, Request for Waiver, and supporting documentation. If Contractor has previously submitted AC 3239-F, Request for Waiver, for this procurement, check here <input type="checkbox"/> and enter date submitted: _____.				
Prepared by (Signature): _____				
Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.				
THIS SECTION FOR LGAC USE ONLY				
Reviewed by:	Date Received:	Utilization Plan Approved	Date Approved:	M/WBE Certification Status:
		<input type="checkbox"/> Yes <input type="checkbox"/> No		MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No
Deficiencies Identified:	Notice of Deficiency Issued:	Date of Notice of Deficiency:	Waiver Requested:	
MBE <input type="checkbox"/> Yes <input type="checkbox"/> No / WBE <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No (Partial <input type="checkbox"/> Total <input 3"="" type="checkbox/>)</td> </tr> <tr> <td>Waiver Granted</td> <td>If Waiver Granted</td> <td colspan="/> Waiver Approved by (Signature):	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Total Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No Partial Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No			
NOTES:				

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S/CONTRACTOR'S M/WBE UTILIZATION PLAN**

Provide a brief description of the services or supplies to be identified by the subcontractor(s) identified above:

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal. Part A must be completed and signed by the Proposer. Parts B and C must be completed and signed by each of the M/WBE subcontractors/suppliers identified on Form AC 3239-D (Proposer's M/WBE Utilization Plan).

PART A – TO BE COMPLETED BY THE PROPOSER FOR EACH M/WBE IDENTIFIED ON AC 3239-D

Proposer Name:		Federal Identification Number:		
Address:		Procurement Number: _____		
City, State, Zip Code:		M/WBE Participation Goals: MBE _____% WBE _____%		
Telephone Number:		Email Address:		
Name of Proposer's Preparer	Title of Preparer	Date	Telephone Number	Email Address

PART B – TO BE COMPLETED BY EACH MBE/WBE IDENTIFIED ON AC 3239-D ACKNOWLEDGING THAT THE NAMED VENDOR INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE CONTRACTOR AND PROCUREMENT.

Name of Subcontractor/Supplier:		Federal Identification Number:		
Address:		NYS ESDC Certification Status (Check one): <input type="checkbox"/> MBE <input type="checkbox"/> WBE (attach copy of ESD Certification) <input type="checkbox"/> Have applied to ESDC for certification as <input type="checkbox"/> MBE <input type="checkbox"/> WBE		
City, State, Zip Code:		Provider type (Check one): <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier		
ESD Certification Number:		ESD Certification Expiration Date:		

Please provide a brief description of services or supplies to be provided on Page 2.

The undersigned is prepared to provide the services or supplies described on Page 2 and will enter into a formal agreement to do so with the Proposer named above upon execution of a State Contract between the Proposer and the Office of the State Comptroller.

Signature of Authorized Representative of the M/WBE Firm: _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address

Estimated Total Dollar Value of the Agreement to be entered into with the Subcontractor/Supplier: \$ _____

THIS SECTION FOR LGAC USE ONLY

Reviewed by	Date	Utilization Plan Approved	Date	Certification Verified
		<input type="checkbox"/> Yes <input type="checkbox"/> No		MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No

NOTES:

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE

Description of Services or Supplies to be Provided (expand as necessary):

[Empty rectangular box for providing a description of services or supplies.]

**NEW YORK STATE LOCAL GOVERNMENT ASSISTANCE CORPORATION
REQUEST FOR WAIVER**

INSTRUCTIONS AND SUBMISSION REQUIREMENTS: PROPOSERS/CONTRACTORS MUST FOLLOW THE INSTRUCTIONS ON PAGE 2 OF THIS FORM TO REQUEST A WAIVER OF THE M/WBE PARTICIPATION GOALS INCLUDED IN THIS PROCUREMENT. THIS FORM MAY BE USED PRIOR TO AND/OR AFTER AWARD OF A STATE CONTRACT.				
Proposer/Contractor Name:		Federal Identification Number:		
Address:		Procurement/Contract Number: _____		
City, State, Zip Code:		M/WBE Participation Goals: MBE _____% WBE _____%		
COMPLETE THIS SECTION ONLY IF THIS WAIVER IS REQUESTED AFTER AWARD OF A STATE CONTRACT.				
Contract Award Date: _____		Contract Start Date: _____		Contract End Date: _____
All Requests for Waiver (AC 3239-F) submitted prior to or after award of a State Contract must be accompanied by the information requested on Page 2 of this form, Instructions and Submission Requirements.				
Proposer/Contractor is requesting a Waiver of the following M/WBE participation goals as follows (check as appropriate):				
<input type="checkbox"/> MBE Waiver – A waiver of the MBE participation goal for this procurement is requested.		<input type="checkbox"/> Total Waiver		<input type="checkbox"/> Partial Waiver
<input type="checkbox"/> WBE Waiver – A waiver of the WBE participation goal for this procurement is requested.		<input type="checkbox"/> Total Waiver		<input type="checkbox"/> Partial Waiver
Prepared by (Signature): _____				
Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
SUBMISSION OF THIS FORM CONSTITUTES THE PROPOSER'S ACKNOWLEDGMENT AND AGREEMENT TO ADHERE TO THE M/WBE REQUIREMENTS AND PROCEDURES SET FORTH UNDER THIS PROCUREMENT AND LGAC'S RIGHT TO EVALUATE AND DETERMINE CONTRACTOR/SUBCONTRACTOR ADHERENCE OR COMPLIANCE DURING THE BID AND AWARD OF SAID STATE CONTRACT, PURSUANT TO NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A AND THE IMPLEMENTING REGULATIONS SET FORTH UNDER 5 NYCRR. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN NON-COMPLIANCE AND PROPOSAL DISQUALIFICATION.				
THIS SECTION FOR LGAC USE ONLY				
Date Waiver Request Received		Reviewed by		Date
Waiver Requested		Waiver Granted		If Waiver Granted
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Total Waiver
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	Partial Waiver
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> MBE <input type="checkbox"/> WBE
Signature of LGAC Reviewer: _____				

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
REQUEST FOR WAIVER

PLEASE READ THESE INSTRUCTIONS AND DOCUMENT SUBMISSION REQUIREMENTS CAREFULLY.

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS FOR REQUEST FOR WAIVER OF M/WBE PARTICIPATION GOALS

PART 1. INSTRUCTIONS FOR PROPOSER/CONTRACTOR REQUEST FOR WAIVER (AC 3239-F):

- I. **(PRIOR TO AWARD OF A STATE CONTRACT):** Proposers requesting a waiver of M/WBE Participation Goals must submit the information listed in PART II as part of its Administrative Proposal.
- II. **(AFTER AN AWARD OF A STATE CONTRACT):** Contractors may request a waiver of M/WBE Participation Goals at any time during the term of the contract but prior to the submission of a request for final payment on that contract. Contractors requesting a waiver of M/WBE Participation Goals must submit the information listed in PART II.

All waiver requests must be submitted to:

New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

PART II. DOCUMENTATION SUBMISSION REQUIREMENTS FOR REQUESTING WAIVERS

1. The names of general circulation, trade association, and minority and women oriented publications in which bids/proposals were solicited for purposes of complying with participation goal requirements established for certified M/WBE participation;
2. The dates bid solicitations for certified M/WBE participation were published in any of the publications listed in #1;
3. List of certified M/WBEs appearing in the directory which were solicited in writing to provide bids/proposals for purposes of complying with participation goal requirements established for certified M/WBE participation;
4. Proof of dates on which such solicitations were made in writing and copies of solicitations made, or a sample copy of the solicitation if an identical solicitation was made of all certified M/WBEs;
5. Copies of responses made by certified M/WBEs to solicitations made by the Proposer/Contractor;
6. A description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids/proposals, and the dates and manner in which these documents were made available;
7. Documentation of any negotiations between the Proposer/Contractor and certified M/WBEs undertaken for the purposes of complying with participation goal requirements established for certified M/WBE participation;
8. Any other information determined relevant by LGAC; and
9. A statement setting forth the Proposer's/Contractor's basis for requesting a partial or total waiver of M/WBE participation goals.

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S M/WBE UTILIZATION PLAN**

INSTRUCTIONS: After the award of a State Contract, Contractors must complete and submit this Contractor's M/WBE Utilization Plan as part of their compliance reporting. Contractors must submit a separate M/WBE Utilization Plan for each M/WBE utilized on the State Contract.				
Contractor Name:			Federal Identification Number:	
Address:			Contract Number: _____	
City, State, Zip Code:			M/WBE Participation Goals: MBE _____% WBE _____%	
LIST ALL M/WBE SUBCONTRACTORS AND/OR SUPPLIERS TO BE UTILIZED (ATTACH ADDITIONAL SHEETS IF NECESSARY).				
M/WBE Name, Address, Email Address, and Telephone Number	Certification Classification (check all that apply.)	Federal ID No.	Estimated Dollar Value of Work/Supplies	Please provide a brief description of services or supplies to be provided by each M/WBE identified here on Page 2.
A.	NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
C. ESD Certification Number:		D. ESD Certification Expiration Date:		
If Contractor will not be utilizing an M/WBE, check here <input type="checkbox"/> and attach Form AC 3239-F, Request for Waiver, and supporting documentation. If Contractor has previously submitted AC 3239-F, Request for Waiver, for this procurement, check here <input type="checkbox"/> and enter date submitted: _____.				
Prepared by (Signature):				
Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.				
THIS SECTION FOR LGAC USE ONLY				
Reviewed by:	Date Received:	Utilization Plan Approved	Date Approved:	M/WBE Certification Status:
		<input type="checkbox"/> Yes <input type="checkbox"/> No		MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No
Deficiencies Identified:		Notice of Deficiency Issued:	Date of Notice of Deficiency:	Waiver Requested:
MBE <input type="checkbox"/> Yes <input type="checkbox"/> No / WBE <input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No (Partial <input type="checkbox"/> Total <input type="checkbox"/>)
Waiver Granted	If Waiver Granted		Waiver Approved by (Signature):	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Total Waiver	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	Partial Waiver	<input type="checkbox"/> Yes <input type="checkbox"/> No		
NOTES:				

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S M/WBE UTILIZATION PLAN

Provide a brief description of the services or supplies to be identified by the subcontractor(s) identified above:

Please submit completed Form AC 3239-G to:

New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

**NEW YORK STATE LOCAL GOVERNMENT ASSISTANCE CORPORATION
M/WBE EXPENDITURE REPORT**

INSTRUCTIONS: The Awarded Contractor is required to complete and submit this M/WBE Expenditure Report on a <u>per-invoice</u> basis upon award of the State Contract for <u>each</u> M/WBE Subcontractor/Supplier identified in its Utilization Plan (AC 3239-D and AC 3239-G).				
Contractor Name:			Federal Identification Number:	
Contract Start Date:		Projected End Date:		Contract Number:
Report for Period (MM/DD/YY) _____ to (MM/DD/YY) _____			Total Amount of Awarded Contract: \$	
M/WBE SUBCONTRACTOR AND/OR SUPPLIER UTILIZED				
M/WBE Name and Address, including Email Address and Telephone Number of Contact Person		Certification Classification	Federal ID No.	Brief Description of Work/Supplies
		NYS ESD Certified: <input type="checkbox"/> MBE <input type="checkbox"/> WBE		
ESD Certification Number:		ESD Certification Expiration Date:		
Actual Payment for This Period		Total Payment Made To Date		Total Percentage of Participation Goal Paid to Date
\$		\$		%
Prepared by (Signature): _____				
Name of Preparer	Title of Preparer	Date	Telephone Number	E-mail Address
BY SUBMISSION OF THIS FORM, THE CONTRACTOR CERTIFIES THAT PAYMENT HAS BEEN MADE OR WILL BE MADE TO THE M/WBE NAMED ABOVE IN THE AMOUNT REPORTED, IN ACCORDANCE WITH THE TERMS OF THE M/WBE PARTICIPATION GOALS STATED IN THE CONTRACTOR'S PROPOSAL.				
THIS SECTION FOR LGAC USE ONLY				
Reviewed by		Date	Utilization % to be Applied	Actual Utilization to date:
			MBE ____% WBE ____%	MBE ____% WBE ____%
Waiver Requested	Waiver Granted	If Waiver Granted		Notice of Deficiency Issued
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	Total Waiver	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		Partial Waiver	<input type="checkbox"/> Yes <input type="checkbox"/> No	
NOTES:				

**NEW YORK STATE LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S QUALITY ASSURANCE REPORT/CHECKLIST**

INSTRUCTIONS: Contractors/Subcontractors are required to submit a completed Form AC 3239-I (Contractor's Quality Assurance Report/Checklist and all submission documents required by the fifth (5th) day of the month, beginning thirty (30) days following the award of a State Contract.

Contractor Name:	Federal Identification Number:
Address:	Procurement/Contract Number:
	Contract Award Date:
City, State, Zip Code:	Contract Start Date:
	Contract End Date:

SECTION I. WORKFORCE UTILIZATION

1. Contractor's/Subcontractor's Checklist of EEO Compliance Documents for Submission:

Current EEO Policy Statement was submitted on _____ (date)

Contractor's/Subcontractor's EEO Workforce Utilization Report (AC 3239-B) was submitted on _____ (date)

SECTION II. M/WBE UTILIZATION

2. Contractor's/Subcontractor's Checklist of M/WBE Utilization Documents for Submission:

Contractor's M/WBE Utilization Plan (AC 3239-G) (A separate Utilization Plan is required for each M/WBE identified.)

Copy of Contractor's/Subcontractor's executed written agreement with the M/WBE Subcontractor/Supplier. (A separate Agreement is required for each M/WBE identified.)

3. Has Contractor/Subcontractor requested any of the following? (Check all that apply.)

Waiver of the MBE participation goal for the above procurement/contract. Date requested: _____

Waiver of the WBE participation goal for the above procurement/contract. Date requested: _____

4. Has Subcontractor's ESD Certification Number and Expiration Date been entered? Yes No

Prepared by (Signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address

Submit completed forms and documentation to: New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

FOR LGAC USE ONLY

RECEIVED DATE	WAIVER STATUS	LGAC STATUS	WORKFORCE UTILIZATION PLAN	M/WBE PLAN	UTILIZATION
	<input type="checkbox"/> Approved <input type="checkbox"/> Pending <input type="checkbox"/> Denied Date: _____	<input type="checkbox"/> Responsive <input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	

APPENDIX C

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION EXECUTIVE POLICY STATEMENT ON DISCRIMINATION/HARASSMENT

It is the policy of the New York Local Government Assistance Corporation ("LGAC") to provide its employees with a workplace that is free of discrimination/harassment based on race, color, sex (including gender identity or expression), creed or religion, age, national origin, disability, marital status, sexual orientation, military status, genetic predisposition or carrier status, Vietnam Era Veteran status, or any other classification protected by State, federal, or local law, rule or regulation, or executive order.

In keeping with this policy, LGAC reaffirms that it will not tolerate such discrimination/harassment of its employees by anyone, and that it will take the steps necessary to prevent and stop the occurrence of such conduct in its workplace. In addition, LGAC considers such conduct to be a form of employee misconduct. LGAC employees and any third parties who interact with LGAC employees in the workplace are expected to avoid any behavior or conduct that could be interpreted as discrimination/harassment based on membership in any of the above classes.

Discrimination is defined as the failure or refusal to hire, promote, or train an individual or treat that individual equally with respect to compensation, terms, conditions, or privileges of employment because of that individual's membership in any one of the above classes. Harassment based upon a person's membership in any of the above classes is included within the definition of discrimination.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when:

- Submission to the conduct is either explicitly or implicitly a term or condition of an employee's employment, or
- Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting such employee, or
- The conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive work environment for an employee.

Sexual harassment may include but is not limited to expressed or implied sexual propositions; sexual innuendo; suggestive comments; sexually oriented "kidding", "teasing", or "practical jokes"; jokes about gender-specific traits; jokes about sexual orientation, or perceived masculinity or femininity of individuals; foul or obscene language or gestures; display of foul, obscene, or sexually suggestive printed or visual material; physical conduct such as touching or patting; sexually oriented computer or phone mail messages; suggestive or obscene letters, notes, or invitations; inappropriate discussions of a person's physical appearance; or unwelcome gifts and attention.

The following are examples of conduct that may constitute harassment based upon membership in one of the above classes:

- Kidding or teasing related to membership in, or characteristic of one of the above classes, such as laughing at or mimicking someone's physical or mental impairment, foreign accent, etc.;
- Using ethnic or racial slurs;
- Telling jokes that belittle a member or members of one of the above classes.

These examples comprise only a partial list of conduct that may be considered harassment based on any of the covered classes. If you have any questions about what behavior constitutes such discrimination/harassment, please contact the Comptroller's Affirmative Action Office at (518) 473-1368.

State, federal, or local law, rule or regulation, or executive order prohibits discrimination/harassment based on membership in the above classes. All LGAC employees and any third parties who interact with LGAC employees at the workplace, such as vendors and independent contractors, are expected to avoid any behavior or conduct that could be interpreted as discrimination/harassment based on membership in such a class. If a third party is found to have committed such an act of discrimination/harassment against an LGAC employee in the workplace, LGAC will take all steps necessary to prevent and stop that behavior.

APPENDIX D

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION PROCUREMENT INTEGRITY PROCEDURES

In order to ensure that procurements of goods or services¹ by the Local Government Assistance Corporation (Corporation) are conducted in a fair, equitable and open manner, the procedures set forth below shall apply to the procurement process.

The Co-Executive Directors shall have general responsibility for the prevention of improper influence relative to all procurement contracts awarded by the Corporation.

A copy of these Procurement Integrity Procedures will be given to every New York State or Corporation employee assigned to any task related to a Corporation procurement. A copy of these procedures will be incorporated into every Request for Information (RFI), Request for Proposals (RFP) or Invitation for Bids (IFB) issued by the Corporation.

Any New York State or Corporation employee assigned to provide services to the Corporation who violates these procedures may be subject to disciplinary action, such as a reprimand, suspension, demotion, or dismissal. Any vendor who violates these procedures may, after notice and an opportunity to be heard, be determined to be a non-responsible vendor, and on the basis of such a determination may be ineligible to receive a contract award.

Every reasonable effort will be made to assure compliance with these procedures, but a minor deviation from these procedures that does not impair the fairness and integrity of the procurement process will not require the invalidation of a contract award.

1. New York State or Corporation employees assigned to provide services to the Corporation must provide every interested vendor² with an equal opportunity to compete. No information may be given to one vendor without being made available to all other interested vendors. Vendors should be asked to submit every substantive question³ concerning the procurement in writing not later than the date specified by the Corporation for such questions; and a copy of each question, together with the Corporation's written answer, should be supplied to all interested vendors and included in the procurement record.
2. Unless otherwise directed by the Co-Executive Directors of the Corporation, the Director of Financial Administration of the Office of the State Comptroller (OSC) or a designee will serve as the coordinator for all procurement-related contacts between Corporation personnel and vendor personnel. All telephone calls, correspondence, and meeting requests must be routed to: Director of Financial Administration, Office of the State Comptroller, 110 State Street – Stop 13-2, Albany, NY 12236, telephone: (518) 474-7574, Fax: (518) 474-9377, E-mail: RFP@osc.us.gov OSC's Director of Financial Administration, or a designee, will maintain a record of all such contacts.

¹ These procedures apply to determinations by the Corporation to award a contract for the acquisition of any goods, services, or information technology, except that they do not apply to selection of counsel to represent the Corporation in transactional, investment or litigation matters. Such Corporation selections remain subject to the Corporation Board's fiduciary responsibilities, and are to be made in a fair and equitable manner in accordance with those responsibilities.

² For the purposes of these procedures, the term "interested vendor" means a person or firm that has received or requested an RFI, RFP, or IFB or any other solicitation conducted or issued by LGAC.

³ For the purposes of these procedures, the term "substantive question" means an inquiry concerning a material requirement of the procurement process, such as a technical specification or a financial prerequisite. The term does not apply to ministerial matters, such as the time and place or manner of submitting a bid or proposal.

3. A vendor may not exert or attempt to exert any improper influence⁴ relating to the vendor's bid or proposal. Any New York State or Corporation employee assigned to provide services to the Corporation, who has direct knowledge of any improper influence or attempt to exert an improper influence concerning a procurement contract shall immediately make a record of the improper influence or attempted improper influence and notify the Co-Executive Directors to the Corporation. The Co-Executive Directors shall thereupon cause an investigation to be made and shall recommend such action, if any, as may be necessary.
4. Unless otherwise directed by the Co-Executive Directors to the Corporation, OSC's Director of Financial Administration or a designee will be responsible for approving and scheduling all contacts between New York State or Corporation employees assigned to provide services to the Corporation and vendor personnel concerning procurements.
5. Vendors are expected to obtain information relating to a Corporation procurement only from a New York State or Corporation employee assigned to provide services to the Corporation or other person designated by the Corporation. Vendors who seek information from other sources are cautioned that they rely on such information at their own risk.
6. Every RFI, IFB, RFP or other solicitation conducted or issued by the Corporation shall require vendors to identify in their bids or proposals the persons authorized to represent the vendor by name, address, telephone number, place of principal employment and occupation. This requirement applies not only to vendor employees involved in the submission of the vendor's bid or proposal but also to every individual or organization employed or designated by the vendor to attempt to influence the procurement process⁵. If, after submission of a bid or proposal, a vendor retains an individual or organization to attempt to influence the procurement process, then the name, address, telephone number, place of principal employment and occupation of such individual or organization shall be disclosed in writing to the Corporation prior to any contact with the Corporation and such disclosure shall be included in the procurement record. IFBs, RFIs, RFPs and other solicitations conducted or issued by the Corporation shall require that vendors indicate in their bids or proposals or subsequent disclosures whether each contact individual or organization has a financial interest in the procurement.
7. All contacts between a New York State or Corporation employee assigned to provide services to the Corporation and vendor personnel during which a procurement-related matter is discussed in any way must be by telephone, in writing, or in person at the place of business of the Corporation or the vendor or at a place designated by the Corporation. Written documentation of all such discussions must be filed by the Director of Financial Administration or designee in the procurement record.
8. During the procurement process no lunch, dinner, or other meal shall be accepted by a New York State or Corporation employee assigned to provide services to the Corporation from an interested vendor, except that a presentation, interview or similar session occurring at the place of business of the Corporation or a vendor or at a place designated by the Corporation may include a refreshment break.

⁴ For the purposes of these procedures, the term "improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a bid or proposal based on considerations other than the merits of the proposal, including but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law sections 73 and 74.

⁵ For the purposes of these procedures, the term "attempt to influence the procurement process" means any attempt to influence any determination by the Corporation by a person other than a New York State or Corporation employee assigned to provide services to the Corporation with respect to (i) the solicitation, evaluation or award of a procurement contract; or (ii) the preparation of specifications or request for submissions of bids or proposals for a procurement contract.

9. The evaluations of competing bids or proposals and the recommendations and deliberations of the Corporation evaluation or selection committees shall be based solely on the merits of the bids or proposals, free from any improper influence.
10. Prior to the public release by the Corporation of an IFB, RFI, RFP or other solicitation conducted or issued by the Corporation, no New York State or Corporation employee assigned to provide services to the Corporation may disclose the contents of any portion of such solicitation to any person not employed by or assigned to provide services to the Corporation or any other person not authorized by the Director of Financial Administration or designee unless such disclosure is specifically authorized by the Director of Financial Administration, who shall only authorize such disclosure if he or she determines that such disclosure will not impair the fairness and integrity of the procurement process.
11. The evaluation of competing bids or proposals shall be conducted strictly in accordance with the detailed evaluation and selection procedures documented in the procurement record prior to the initial receipt and opening of the bids or proposals. The Director of Financial Administration or a designee shall issue the detailed evaluation and selection procedures to the members of the evaluation and selection committees prior to the distribution of the bids or proposals to the committee members for evaluation.
12. During the evaluation and selection phases of the procurement process, no New York State or Corporation employee assigned to provide services to the Corporation may disclose any part of a bid or proposal to any other person, except that (i) a member of an evaluation or selection committee may discuss a proposal with another member of the same committee, and (ii) a member of an evaluation or selection committee may disclose a proposal or a portion of a proposal to a person assigned to assist in the evaluation or selection process, as described below.
13. With the approval of the Director of Financial Administration or designee, evaluation or selection committees may appoint a New York State or Corporation employees assigned to provide services to the Corporation or other experts to provide supporting services or information to assist in the evaluation of proposals and the selection of a contractor.
14. At the discretion of the Director of Financial Administration or a designee, any person to whom a bid or a proposal or a portion of a bid or a proposal is disclosed may be required to comply with a written non-disclosure or confidentiality agreement setting forth the terms and conditions under which such person is entrusted with the bid or proposal or portion thereof.

**APPENDIX E
PROPOSER'S CERTIFICATION/ACKNOWLEDGEMENTS**

PROPOSER'S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF LGAC EXECUTIVE POLICY STATEMENT ON DISCRIMINATION/HARASSMENT
By submission of this proposal, the Proposer and each person signing on behalf of the Proposer acknowledges that he/she has the authority to sign on behalf of the Proposer, has received a copy of the LGAC Policy Statement on Discrimination/Harassment (Appendix C), and agrees to abide by the terms of that Policy Statement should the Proposer and LGAC enter into the proposed contract.
NON-COLLUSIVE BIDDING CERTIFICATION
By submission of this proposal, the Proposer and each person signing on behalf of the Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:
<ol style="list-style-type: none"> 1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor; 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and 3. No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
PROPOSER'S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF LGAC PROCUREMENT INTEGRITY PROCEDURES
By submission of this proposal, the Proposer and each person signing on behalf of the Proposer acknowledges that he/she has received a copy of the LGAC Procurement Integrity Procedures (Appendix D) and affirms, under penalty of perjury, that he/she understands such Procedures and will comply with them.
<u>THE SIGNATURE BELOW INDICATES AGREEMENT WITH EACH OF THE ABOVE.</u>
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"> <p>Signature</p> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> <p>Printed or Typed Name</p> </div> <div style="border-bottom: 1px solid black; margin-bottom: 10px;"> <p>Title</p> </div> <div style="border-bottom: 1px solid black;"> <p>Date</p> </div>

December 23, 2015

APPENDIX F
LGAC PROPOSER'S DISCLOSURE
OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Have you been found by any governmental entity to be non-responsible within the past four (4) years from the date of this proposal due to:

1. Impermissible contacts or other violations of New York State Finance Law Section 139-j (e.g., conduct prohibited by the ethics provisions of the New York State Public Officers Law)?

Yes No

2. Intentional provision of false or incomplete information to a governmental entity?

Yes No

If your answer to either of the above is "Yes," please attach a written explanation, indicating the date of the non-responsibility finding, the entity that found you to be non-responsible, and the circumstances surrounding such finding (including any written finding of non-responsibility issued by such entity).

Signature

Printed or Typed Name

Title

[Procurement number, name]

Date

APPENDIX G
CONSULTANT DISCLOSURE REPORTING REQUIREMENTS
CONTRACTOR INSTRUCTIONS

Background:

Pursuant to New York State Finance Law Section 163(4)(g), state agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract, such report to include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OSC (Request for Proposals, Request for Quotations, Mini-Bid, or Invitation for Bids) must complete **Form A, State Consultant Services – Contractor’s Planned Employment from Contract Start Date through the End of the Contract Term** upon notification of award. The completed **Form A** must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete **Form B, State Consultant Services Contractor’s Annual Employment Report** annually for each year of the contract term, on a State fiscal year basis. The first report is due May 15 for the period April 1 through March 31 of the most recently concluded State fiscal year or portion thereof.

Form A must be submitted to OSC as the contracting agency, and Form B must be submitted to OSC (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Instructions:

FORM A:

Upon notification of contract award, use Form A, State Consultant Services Contractor’s Planned Employment From Contract Start Date Through the End of the Contract Term, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete **Form A** for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract. (Note: Access the O*NET database, which is available through the US Department of Labor’s Employment and Training Administration website at www.online.onetcenter.org.)
- **Number of employees:** the total number of employees in the employment category employed anticipated to provide services under the contract, including part time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services to be provided during the Report Period.

Submit completed Form A within 48 hours of notification of selection for award to OSC (as the contracting agency) at the address listed below.

FORM B:

Use **Form B, State Consultant Services Contractor’s Annual Employment Report**, attached to these Instructions, to report the annual employment information required by the statute. This form will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit **Form B** to OSC (as the contracting Agency), the Department of Civil Service (DCS), and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete **Form B** for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, through the US Department of Labor’s Employment and Training Administration website at www.online.onetcenter.org.)
- **Number of Employees:** the total number of employees in the employment category employed that provided services under the contract during the Report Period, including part time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours **worked** during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed Form B by May 15 for the period April 1 through March 31, and annually by May 15th thereafter for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To OSC (as the contracting Agency):

By mail: Bureau of Financial Administration
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

By email: rfp@osc.state.ny.us

To the Consultant Reporting Section of the Bureau of Contracts at OSC:

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

To DCS:

By mail: NYS Department of Civil Service
ESP, Agency Building 1
20th Floor
Albany, NY 12239

**REQUEST FOR PROPOSALS 18-03
FINANCIAL ADVISOR SERVICES FOR LGAC
OFFICE OF THE STATE COMPTROLLER**

RESPONSES TO QUESTIONS

The Official responses to questions submitted pursuant to Section 5.2 (Questions) of the above-captioned Request for Proposals (RFP) are listed below. Responses are in **bold blue type**.

Question #1:

In Section 6.2.D.ii.a are we allowed to include as part of our answer experience gained on relevant credits while at other firms and not the one we currently work for?

Response: Question 6.2.D.ii.a requests that you summarize only the capabilities and experience of your firm. Do not include the experience your staff gained on relevant credits while at other firms.

Question #2:

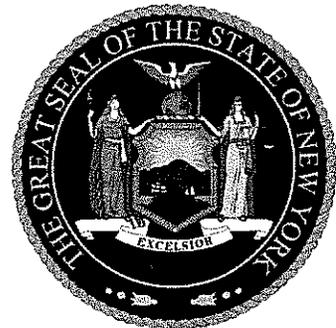
In Attachment E, are "governmental clients" defined as all issuers of tax-exempt debt or a particular subset?

Response: For purposes of Attachment E, "governmental clients" are all issuers of tax-exempt debt.



**Response to Request for Proposals RFP #18-03
to Provide Financial Advisor Services
to the**

**New York
Local Government
Assistance Corporation**



Technical Proposal

August 24, 2018

**RFP #18-03
RESPONSE TO REQUEST FOR PROPOSALS
FOR FINANCIAL ADVISOR SERVICES
TO THE**

**NEW YORK LOCAL GOVERNMENT
ASSISTANCE CORPORATION**

TECHNICAL PROPOSAL

AUGUST 24, 2018

Submitted by:

**PUBLIC RESOURCES ADVISORY GROUP, INC.
Proposer's Contact Person: Monika Conley, Senior Managing Director
39 Broadway, Suite 1210
New York, NY 10006
Telephone: (212) 566-7800
Email: mconley@pragadvisors.com**

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SECTION I

**PROPOSER'S CERTIFIED STATEMENTS –
ATTACHMENT A**

ATTACHMENT A

PROPOSER'S CERTIFIED STATEMENTS

(MANDATORY SUBMISSION: to be completed and included in the Technical Proposal documents)

RFP18-03 – LGAC Financial Advisor Services
1. Information with regard to the Proposer
A. Provide the Proposer's name, address and telephone number.
Name: Public Resources Advisory Group, Inc.
Address: 39 Broadway, Suite 1210
City, State, ZIP Code: New York, New York, 10006
Telephone Number (including area code): (212) 566-7800
B. Provide the name, address, telephone number and email address of the Proposer's Primary Contact with the Corporation with regard to this proposal.
Name: Monika Conley
Address: 39 Broadway, Suite 1210
City, State, ZIP Code: New York, New York, 10006
Telephone Number (including area code): (212) 566 - 7800
Email Address: mconley@pragadvisors.com
C. Provide the name, address, telephone number and email address of the person authorized to bind the Proposer contractually, if different from (B).
Name: Steven Peyser
Address: 39 Broadway, Suite 1210
City, State, ZIP Code: New York, New York
Telephone Number (including area code): (212) 566-7800
Email Address: speyser@pragadvisors.com
D. In accordance with paragraph 6 of the LGAC Procurement Integrity Procedures included in this RFP as Appendix D, provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Proposer. This requirement applies not only to Proposer's employees involved in the submission of the proposal, but also to every individual or organization employed or designated by the Proposer to attempt to influence the procurement process. If there is none, state that. This information must be updated if, after the Deadline for Submission of Proposals, the Proposer retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.
Name: None
Address: None
City, State, ZIP Code: None
Telephone Number (including area code): None
Email Address: None

Place of Principal Employment: None	
Occupation: None	
This individual/organization has a financial interest in the procurement:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
No such individual/organization is authorized to represent the Proposer:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Minimum Qualifications to Propose (Section 4.0):	
A. The Proposer possesses experience providing financial advisory services to municipal bond issuers on transactions closing during the period of April 1, 2016 through March 31, 2018.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
B. The Proposer possesses experience acting as a QIR to municipal bond issuers during the period of April 1, 2016 through March 31, 2018.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
C. The Proposer has provided investment advisory experience to municipal entities during the period of April 1, 2016 through March 31, 2018.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
D. The Proposer is in compliance with all legal requirements regarding registration with respect to investment advisory services and municipal advisory services rendered to municipal entities including, but not limited to, advice on municipal financial products (including swaps) and the issuance of municipal securities. Proposer has proof of registration as a municipal advisor and proof of registration as an investment advisor with relevant authorities.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
3. Proposer's Acknowledgement of Proposal Requirements:	
A. The proposal, including the Technical, Administrative and Cost Proposals, constitutes a firm and irrevocable offer for a period of 180 days from the date of submission to LGAC.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
B. By submission of a proposal, the Proposer agrees not to make any claims for or have a right to any damages because of any misrepresentations or misunderstanding of the specifications or because of any lack of information.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
C. The Proposer agrees to fully comply with the LGAC Procurement Integrity Procedures attached to this RFP as Appendix D.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
D. The Proposer certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
E. The Proposer certifies that all information provided in connection with its proposal is true and accurate.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
F. The Proposer has read, understands and accepts all provisions of Appendix A (Standard Clauses for All New York Local Government Assistance Corporation Contracts). Appendix A contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between LGAC and the successful Proposer(s). By submitting a response to the RFP, the Proposer agrees to comply with all the provisions of Appendix A.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
G. The Proposer's Legal representation has reviewed and understands Attachment H (Draft Contract), and the Proposer is willing to enter into an Agreement substantially in accord with the terms of Attachment H (Draft Contract), should the Proposer be selected for contract award.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
H. The Proposer agrees that LGAC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Proposer prior to their performance of services under the Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
I. The Proposer agrees that it shall be fully responsible for performance of work by its staff and by its subcontractor's staff. LGAC reserves the right to request removal of any Proposer staff or subcontractor's staff if, in LGAC's discretion, such staff is not performing in accordance with the Agreement.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No*
* A "No" Response in Sections 2 or 3 will result in disqualification.	
4. Information Required:	
A. The Proposer is (check as applicable):	
<input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Women-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Service-Disabled Veteran-Owned Business Enterprise <input checked="" type="checkbox"/> None of the above	

B. Provide the name, title, address, telephone number and email address of the person authorized to receive Notices with regard to the contract entered into as a result of this procurement. See Section V of the Draft Contract (Attachment H), NOTICES.

Name: Monika Conley

Title: Senior Managing Director

Address: 39 Broadway, Suite 1210

City, State, ZIP Code: New York, New York 10006

Telephone Number (including area code): (212) 566 - 7800

Email Address: mconley@pragadvisors.com

C. Proposer's Taxpayer Identification Number:

13-3266119

D. Proposer's NYS Vendor Identification Number as discussed in Section 6.1.E, if enrolled:

1000013034

By my signature on this Attachment A, I certify that I am authorized to bind the Proposer contractually.

Steven Peyser

Typed or Printed Name of Authorized Representative of the Proposer

President

Title/Position of Authorized Representative of the Proposer



Signature of Authorized Representative of the Proposer

August 23, 2018

Date

SECTION II

PROPOSER EXPERIENCE AND QUALIFICATIONS

I. OVERALL TRANSACTION EXPERIENCE

Using Attachment D (Response Form – Section 6.2.D.i) provide a description of the direct prior experience of your firm or key staff within your firm with all municipal bond issuers relating to financial advisory services provided for each transaction engagement which closed or was executed during the period of April 1, 2016 through March 31, 2018. Limit this listing to transactional experience. Indicate (in a tabular format) for each transaction engagement that closed or was executed during the period of April 1, 2016 through March 31, 2018 the following information: a. the name of the issuer; b. the type of transaction (e.g., refunding of fixed rate bonds, issuance of variable rate bonds, refunding of fixed rate bonds to fixed rate bonds, refunding of variable rate demand bonds to fixed rate bonds, conversion of variable rate bonds to fixed rate bonds, substitution of liquidity facility, swap issuance, modification, termination); c. the type of credit or swap (e.g., general obligation, revenue, synthetic fixed rate, synthetic variable rate), if the transaction type is synthetic fixed rate or synthetic variable rate, indicate whether your firm acted as the QIR; d. the method of sale (competitive or negotiated); e. the size of transaction; f. the date of transaction; g. if such experience is that of the firm or key staff within the firm; and h. a description of the services rendered including your specific role in the transaction (e.g., primary financial advisor, secondary financial advisor, M/WBE partner, co-financial advisor). Provide the grand total for all such transactions during the specified period.

Public Resources Advisory Group (“PRAG”) has an extensive experience providing financial advisory services to governmental entities with their transactions, including refunding of general obligation or revenue bonds, liquidity substitutions, and swaps. During the period of April 1, 2016 through March 31, 2018, PRAG has served as financial advisor on **240 transactions totaling over \$116.8 billion**. Of this amount, **124 transactions totaling over \$52.3 billion** are bond issues with refundings and swaps. A list detailing each transaction is included in Exhibit A.

II. SPECIFIC QUALIFICATIONS

a. Summarize the capabilities and experience of your firm in providing financial advisory services to issuers in the municipal market, and in particular, with credits similar to that of the Corporation.

PRAG, an independent financial advisory firm, has been one of the leading financial advisors, having advised issuers on over **\$976 billion of financings since inception**. The firm was founded in 1985 to provide independent and in-depth financing support to state and local governments, authorities and agencies and has continuously served governmental entities exclusively for the full 33 years that our firm has been in existence. Our professionals were drawn from diverse backgrounds, including issuers, advisors, credit analysts and underwriters of tax-exempt debt in order to build a team with unparalleled knowledge of the capital markets, unmatched quantitative skills, in depth appreciation of unique challenges of municipal governments and a superior understanding of credit issues. **For eighteen of the past twenty years, PRAG has been the leading financial advisor to issuers within New York**, including the Corporation, the State itself through both the Office of the State Comptroller (“OSC”) and the Division of the Budget (“DOB”), The City of New York, New York City Transitional Finance Authority (“TFA”), the New York State Thruway Authority (“NYSTA”), the New York State Housing Finance Agency (“HFA”), Empire State Development (“ESD”) and Metropolitan Transportation Authority (“MTA”). We have advised many New York issuers in the development and implementation of their capital programs, totaling over **\$359 billion of financings and 693 issues**. We have assisted New York issuers with competitive and negotiated sales of different credits, such as general obligation, Personal Income Tax (“PIT”), sales tax, special revenue, and

PRAG Financial Advisory Rankings New York Municipal Issuers (1998 to Present) Total Long-Term Municipal Issues		
Year	Total Long-Term Municipal Issues	Rank
1998	\$9.9 billion	1
1999	\$5.0 billion	1
2000	\$4.7 billion	1
2001	\$5.7 billion	1
2002	\$10.5 billion	2
2003	\$11.7 billion	1
2004	\$12.0 billion	1
2005	\$9.1 billion	1
2006	\$5.4 billion	1
2007	\$4.1 billion	1
2008	\$6.0 billion	1
2009	\$9.3 billion	1
2010	\$7.1 billion	1
2011	\$6.7 billion	1
2012	\$6.7 billion	3
2013	\$8.2 billion	1
2014	\$10.0 billion	1
2015	\$12.0 billion	1
2016	\$10.8 billion	1
2017	\$20.9 billion	1
Total:	\$175.8 billion	

Source: Thomson Reuters



tobacco bonds, new money and refunding bonds, fixed and variable rate bonds, synthetic fixed rate financings, tax-exempt and taxable bonds, public issuances and private placements.

Experience with LGAC: Of particular importance is PRAG’s experience providing financial advisory services to the Corporation. PRAG has served as financial advisor to LGAC since 1995, providing practically all of the financial advisory services outlined in Section 3.1 of this Request for Proposals (“RFP”). *Over the past 23 years, we advised LGAC on 19 transactions, mostly refundings, totaling over \$5.6 billion.* Several of these transactions required complex structuring and technical expertise, such as the \$1.3 billion synthetic fixed rate refunding in 2003 which achieved PV savings of \$168 million or 12.8% of refunded par and the \$210 million synthetic fixed rate refunding in 2004. After the credit crisis of 2008, LGAC began to refund or convert its synthetic fixed rate debt to fixed rate or procure new bank credit facilities. As the expiration of the liquidity for a specific series of LGAC’s VRDBs approached, we assisted LGAC in finding optimal solutions. We started with the cost/benefit analysis of fixing the VRDBs and paying the swap termination from bond proceeds versus extending or procuring new liquidity for the VRDBs which would eliminate the need for terminating the swaps. If the Corporation decided to maintain the bonds as VRDBs, we assisted in assessment of whether the proposed extension fees represent current market fees, in the procurement process for new liquidity, and in negotiation of new liquidity agreements. If the Corporation decided to convert or refund its VRDBs to fixed rate bonds, we assisted in preparation and implementation of the fixed rate bond issue, which could also include a swap termination payment. In addition, since LGAC introduced Subordinate Lien bonds with a Capital Reserve requirement equal to half Maximum Annual Debt Service (“MADS”) – Capital Reserve equal to MADS supports Senior Lien bonds – and there is no rating distinction between the two liens, we analyzed the advantage of the refunding under the Subordinate Lien since doing so often allowed for a substantial release of the Senior Lien Capital Reserve. In the recent past, PRAG undertook an analysis that looked at a sequence of potential refundings over the next several years to identify opportunities where the Capital Reserve could be drawn down to significantly reduce the size of a refunding issue. This analysis showed that refunding the remaining Senior Lien VRDBs and terminating the associated swap would generate a large Capital Reserve release since the senior reserve amount for VRDBs was calculated based on rate assumption of 18% despite the variable rate bonds being swapped to a synthetic fixed rate of 3.19%. The fixed rate refunding in March 2018 had a 2% all-in TIC and resulted in a release from the Capital Reserve of \$34.1 million.

Experience with Similar Credits: In addition to the Corporation, PRAG has extensive experience serving as financial advisor to New York issuers, some with similar credits as the Corporation. Presented below is a table of PRAG’s selected current New York clients.

Client	Financial Advisor Since	Number of Financings	Dollar Amount
New York Local Government Assistance Corporation	1995	19	\$5,640,975,000
State of New York (GO)	1985	76	37,227,860,000
New York State Thruway Authority	2011	36	19,945,560,000
Empire State Development	2004	21	13,724,005,000
Dormitory Authority of the State of New York	2005	36	22,684,430,000
New York State Housing Finance Agency	2011	3	573,855,000
New York Institute of Technology	2008	3	83,385,000
City of New York	1990	253	148,446,921,839
New York City Transitional Finance Authority	1997	144	73,262,044,143
Metropolitan Transportation Authority	2016	20	12,207,931,605
State of New York Municipal Bond Bank Agency	2010	5	448,475,000

PRAG’s experience is not limited to executing individual financings. We have assisted the Corporation and other New York State issuers in creating long-term financing plans that would enable them to achieve the lowest borrowing costs over time in the context of changing market conditions and considering capital needs and available resources of the issuer. In addition, PRAG has advised on new credit bond programs such as the State’s Sales Tax Revenue Bonds and New York State Thruway Authority’s Junior Indebtedness Obligations – for both programs bonds were issued for the first time in 2013 – and based on our experience and knowledge, we are able to provide valuable comments on the enabling legal documents from the issuer and market perspective. We have assisted in on-going debt management and in monitoring refunding opportunities for outstanding bonds for our



clients. *Since the Corporation has issued its entire bond authorization, our experience in providing these particular financial advisory services – assistance with on-going debt management and monitoring and implementing refunding transactions – are of particular importance to the Corporation.* Our background gives us a unique knowledge of LGAC's debt and legal structures, of legal structures underlying New York issues and of the market for New York debt. Utilizing this knowledge, our analytical expertise, and knowledge of credit and of the market in general, we are well-positioned to provide the highest quality financial advisory services to the Corporation.

b. Summarize two refunding transactions since April 1, 2016 in which your firm was Financial Advisor that demonstrate your firm's qualifications to perform the Services. Provide a description of the scope of the services performed for each refunding transaction.

From April 1, 2016 to March 31, 2018, PRAG served as financial advisor on *124 transactions that included refundings, totaling \$52.3 billion.* We describe below two transactions, for LGAC and for DASNY, that demonstrate our experience assisting our clients to implement their large and complex refunding transactions.



New York Local Government Assistance Corporation, Series 2018A Refunding Bonds (Senior Lien):

In 2017, PRAG assisted the Corporation in optimal sequencing of future current refundings with focus on releases of Capital Reserve. We prepared multiple scenarios that showed Capital Reserve releases under different assumptions regarding savings profiles and refunding liens. The first current refunding was implemented in March of 2018. The refunded bonds included fixed rate Series 2007A and 2008A Bonds and variable rate Series 2008B AV and Series 2008B BV Bonds. Variable rate bonds were associated with the synthetic fixed rate transaction and the refunding required termination of the swap, with swap termination payment to be made by LGAC from the bond proceeds. ***The refunding structure permitted LGAC to reduce its overall Capital Reserve by \$34.1 million.*** The Capital Reserve release was used to reduce the size of the refunding to \$256.0 million. PRAG assisted in all aspects of the transaction, including structuring the refunding bond issue, reviewing the legal and bond documents with special attention to the Notice of Sale, pre-marketing the bonds, conducting the bidding process and verifying the bids, resizing the bond issue, and participating in closing. The Corporation received 9 bids for its bonds with JP Morgan submitting the winning bid. We also assisted, together with Mohanty Gargiulo (current and proposed PRAG's subcontractor), with the swap termination, as further described in our response to Question D(ii)d. LGAC initially entered into swap agreement with Goldman Sachs Mitsui Marine Derivative Products, LP, effective February 26, 2004, and issued variable rate Series 2004A AV and Series 2004A BV Bonds to create synthetic fixed rate refunding. These bonds were refunded in 2008 by the variable rate Series 2008A AV and Series 2008A BV Bonds. PRAG has served as the Corporation's swap advisor in 2004 and in 2008 and provided the appropriate swap certifications. As the Corporation's Qualified Independent Representative ("QIR"), PRAG again provided necessary calculations (including portion of swap deemed terminated that could not be paid from refunding bond proceeds), representations and certifications in connection with the 2018 Bonds.

The refunding was successful, providing the Corporation with PV savings of \$11.7 million or 3.5% of refunded par (under the assumption that the annualized cost of the variable rate refunded bonds was 3.92%).

DASNY

Dormitory Authority of the State of New York, State Sales Tax Revenue Bonds, Series 2018 (consisting of \$1.7 billion Series 2018C Tax-Exempt Bonds and \$73.9 million Series 2018D Federally Taxable Bonds):

The 2018 Bonds were sold competitively on July 11, 2018. The Bonds consisted of new money and current refunding. The refunding portion totaled \$594.8 million and refunded \$686.7 million of bonds. Both tax-exempt and taxable bonds had refunding components. ***Overall, the refunding produced PV savings of \$76.8 million or 11.2% of the refunded par.***

One of the biggest challenges of this financing was to establish optimal bidding parameters so the State would receive good bids for its bonds with minimal size penalty. After careful analysis and conversations with underwriters, we advised the State to divide the tax-exempt bonds into four tranches that ranged from \$372.4 million to \$492.4 million and to have a fifth bid for the taxable bonds. We also advised to allow 4% coupons on the last 5 maturities totaling approximately \$200 million. We analyzed a possibility of shorter calls but concluded that 10-year par call was more cost effective. Another challenge was the structuring of the issue. On the refunding



portion, the desired savings profile was limited by the legal requirements regarding weighted average maturities of the bonds that funded specific projects with defined economic lives. Furthermore, the refunded bonds were issued by DASNY, ESD and NYSTA under four different resolutions and required separate escrows. Altogether, the bonds were sized for nine distinct projects.

We participated in weekly calls in preparation for the bond issue, reviewed the legal and bond documents such as the Official Statement and Escrow Agreements, with special attention to the Notice of Sale, served as a liaison with rating agencies, communicated with the Working Group members including Verification Agent and Escrow Agents, pre-marketed the bonds, conducted the bidding process and verified the bids, resized the bond issue, and participated in closing.

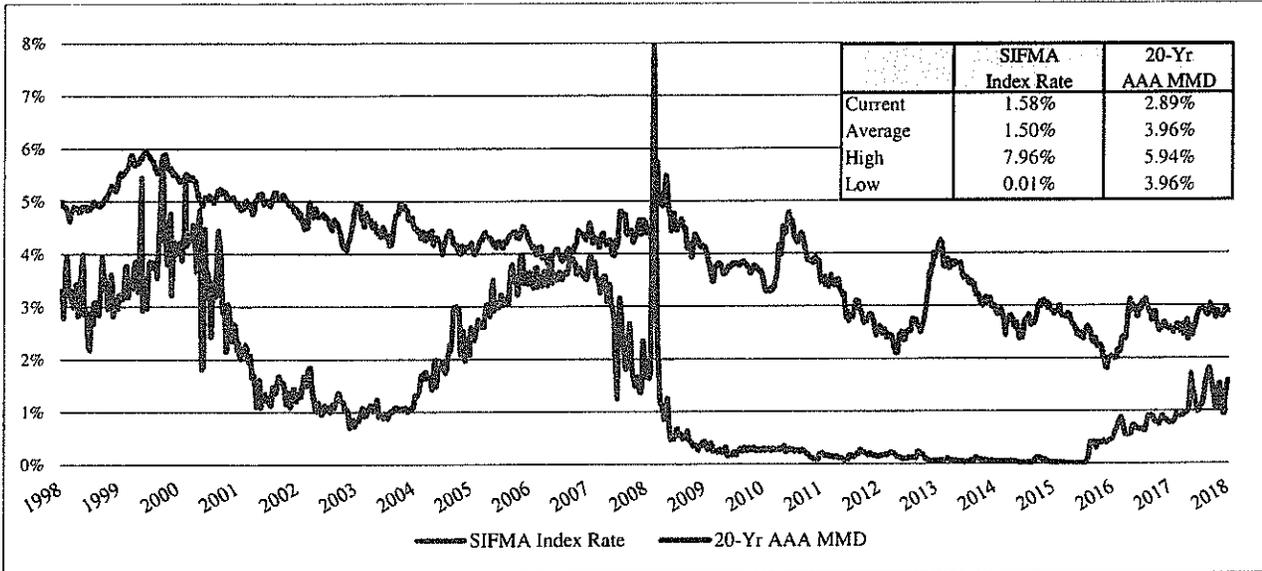
The transaction was successful. The State received 9 bids for each of the four tax-exempt bidding groups with JP Morgan winning the first tranche (2019-2023 maturities) with spreads 4-6 basis points through MMD, Bank of America Merrill Lynch winning the second tranche (2024-2028 maturities) with spreads of 3-11 basis points to MMD as well as the third tranche (2029-2036 maturities) with the highest spreads to MMD of 15 basis points and Morgan Stanley winning the last tranche (2037-2048 maturities) with spreads ranging from 15 to 17 basis points on 5% coupons and 60-64 basis points on 4% coupons. The State received 8 bids for taxable bonds with Morgan Stanley winning the bonds.

c. Summarize the capabilities and experience of your firm related to transactions or other services involving variable rate bonds within the last five years in which your firm acted as Financial Advisor that demonstrate your qualifications to perform the Services. In addition to the summary of experience, summarize two representative examples of any such variable rate bond transactions, including a description of the scope of services provided by your firm for each transaction.

PRAG has extensive experience working on transactions that involve variable rate debt. Such transactions, whether stand-alone or hedged with a swap, were much more frequent before the 2008 financial crisis. After the financial crisis, new issuance of variable rate debt fell dramatically, and issuers were looking to refund/convert existing variable rate debt to fixed rate or replace troubled bank credit facilities with new facilities. For example, in 2008, after the insurers were downgraded and the Auction Rate Securities (“ARS”) market disintegrated, we advised the DOB on the development of a plan for the State and its authorities to refund or convert approximately \$3.9 billion of ARS and \$1.2 billion of VRDBs insured by tainted insurers to fixed rate bonds or uninsured VRDBs. On behalf of the State, we issued an RFP for liquidity and LOC providers, evaluated the responses, and assisted in assigning the credit facility to the State and its authorities in order to utilize the capacity in the most cost-effective manner and to achieve the most optimal refunding/conversion results. As the market deteriorated further, we assisted the State to adjust and implement its overall refunding/conversion plan. Some of the VRDBs had swaps as part of the original financing plan and, as a result, PRAG advised the State on the risks and benefits of terminating existing swaps as well as developed and implemented a process to value and terminate each swap.

Post-financial crisis, the market for VRDBs became stable, with remarketing agents able to place the VRDBs fairly easily. However, the amount of VRDBs issued and outstanding continued to decline as issuers were more likely to lock in lower fixed rates and swaps continued to be terminated with little new activity. Furthermore, persistently stable balances in tax-exempt money market funds pushed VRDB yields well below one-month LIBOR. From October 21, 2015 to February 24, 2016, SIFMA was reset each week at only one basis point. As a result of the money market reform in 2016 which caused decline in money market fund assets, VRDB rates began to climb. SIFMA is currently at 1.58% with a two-year average of 0.99%. Please see on the following page a graph of SIFMA and 20-year MMD over the past 20 years.





The volume of outstanding VRDBs declined steadily from \$420 billion in the third quarter of 2008 to \$142 billion in the second quarter of 2018. Currently, LGAC has \$367 million of outstanding VRDBs. The bonds are in a weekly mode with the latest reset rate of 1.58% and fiscal year 2018 average rate of 0.99%.

Today, issuers interested in issuing short-term debt have several alternatives in addition to VRDBs, such as Floating Rate Notes (“FRNs”), which are priced with a fixed spread to either SIFMA or a percentage of LIBOR. FRNs do not require liquidity support and can be offered publicly or privately placed, with either a “hard” or “soft” put. Other means of accessing short-term interest rates include Bond Anticipation Bonds (“BANs”), synthetic fixed rate structures and alternative structures developed by underwriters.

PRAG is very familiar with market for variable rate products. We advise our clients on strategies for the issuance of the floating rate debt and we assist in implementation of the issuance of such debt. We provide below two examples of our work related to variable rate transactions, for Texas Department of Transportation and for MTA, which we believe demonstrate our extensive experience with variable rate debt.



As financial advisor to the *Texas Department of Transportation (the “Department”)*, in 2016 PRAG has assisted in procurement of bank liquidity and alternative variable rate financing products for the State Highway Fund Revenue Bonds Program and the General Mobility Fund Bond Program. There were two variable bond issues with expiring liquidity facilities totaling \$250 million and a \$300 million SIFMA Index bond issue approaching conversion to a mode that could require third party liquidity. We drafted the RFP and provided the Department with the distribution list that included underwriters in addition to commercial bankers. We also assisted with responding to questions from proposers. In July, the Department received responses from 19 banks with 12 proposals for liquidity facility (several of them with size limitation) and 12 proposals for alternative variable rate products: FRNs, Direct Purchase FRNs, Long Put Mode VRDBs, Fixed Rate Put Bonds, Direct Index Floaters, Exempt Periodic Remarketed Obligations and Extendable CP. PRAG reviewed all proposals and prepared a summary that included pricing of all proposed products under offered terms, bond programs and amounts which we discussed during the meeting with the Department in Austin. The pricing summary was helpful in selecting the best proposal.

At the same time, the Department reached out to the Texas Comptroller of Public Accounts (the “Comptroller”) who provided liquidity on another Texas issue and the Comptroller agreed to provide liquidity for \$150 million General Obligation Mobility Fund Bonds Series 2006-B (Multi-Modal Bonds) at a very low fee. The Department decided to implement the liquidity substitution with the Comptroller. PRAG prepared the Financing Schedule and communicated with the Working Group members: the Department, the Texas Transportation Commission, the Comptroller, the Bond Counsel, the Remarketing Agent (Goldman Sachs), the Tender Agent (Wells Fargo), the then current liquidity providers (State Street/CALPERS) and the rating agencies. We assisted in preparation



of documents necessary to implement the transaction which included the Minute Order to Texas Transportation Commission, Fifth Supplemental Resolution, Liquidity Agreement, Remarketing Memorandum, Notice to Rating Agencies, Letter of Replacement, Notice to State Street/CALPERS, First Amendment to Remarketing Agreement and the First Amendment to Tender Agent Agreement. We also requested the rating of the bonds and served as a liaison with the rating agencies. We calculated amounts to be paid to State Street/CalPERS on the substitution day (December 8, 2016) and helped with pricing of the first reset rate for the bonds with the new liquidity. Finally, we prepared the Closing Memorandum and participated in the closing of this issue.



Metropolitan Transportation Authority (the “Authority”): The Authority has an extensive variable rate program. Since the beginning of 2017, PRAG has assisted the Authority in the solicitation of bank credit facilities and working capital lines of credit from commercial banks. PRAG provided MTA with a detailed summary of each of the RFP responses detailing the capacity, fees and costs, and terms and conditions of each RFP response. We also worked with MTA to analyze its credit facility needs for existing variable rate demand bonds and FRNs that have upcoming expiration/put dates. In addition, PRAG reviews all the bank documents and provides advice on the credit agreements. Recently, PRAG assisted the Authority in the remarketing of \$166.6 million of its Transportation Revenue Variable Rate Bonds consisting of \$95.18 million Subseries 2005E-1 and \$71.385 million Subseries 2005E-3. PRAG participated in the solicitation and negotiation of the supporting credit facility with PNC Capital Markets, which also served as the remarketing agent. The bonds were remarketed on August 21, 2018. We negotiated the initial rate reset of the bonds. With SIFMA expected to remain unchanged at 1.57% or slightly higher, the remarketing agent recommended an order period with the rate of 1.58%. There were two accounts interested in acquiring the bonds at this level and several accounts that approved the credit but were not buying at this time. In the end, the rate was reset at 1.58% and, as mentioned earlier, SIFMA was set at 1.58%. On August 22, we assisted with the closing of this transaction and we provided a certificate of financial advisor.

d. Summarize the capabilities and experience of your firm [and proposed subcontractor, if applicable] related to swap transactions including swap advisory services that demonstrate your qualifications to perform the Services. Provide total transaction volume and total dollar notional value of tax-exempt swap transactions your firm has advised on over the last five years. In addition, summarize two swap transactions in which your firm represented an issuer that was entering into, modifying or terminating a swap. One example should relate to an instance where an issuer was modifying or terminating a swap, if possible. Describe the scope of services provided by your firm for each transaction.

PRAG is well versed in all capital market products available to governmental borrowers, including assisting with over \$27.0 billion of municipal derivatives, including 10 transactions totaling \$1.65 billion over the last five years. We have provided derivative advice to a variety of clients, from first time swap participants to the most sophisticated issuers. The firm has provided derivative advice to municipal issuers including the Corporation, ESD, The City of New York, Albany County Airport Authority, Albany County Parking Authority, Denver Public Schools, the City of Phoenix, Broward County and Los Angeles County. PRAG has also developed derivative guidelines for many of our clients, as it is important to consider how these financial products relate to overall borrowing needs. As our experience shows, PRAG professionals possess substantial experience with all types of synthetic products, including interest rate swaps, forward swaps, interest rate caps and floors, swaptions and constant maturity swaps. Our approach is to minimize risks while achieving the most efficient transaction for our clients.

PRAG’s subcontractor, Mohanty Gargiulo LLC (“MG”) has significant experience providing derivatives and capital markets advisory services to some of the most sophisticated issuers in the municipal market. The firm is a natural extension of the firm’s founders, Seema Mohanty and Zoya Gargiulo, who have combined experience of over 40 years at several major financial institutions’ derivatives desks, structuring and executing a wide variety of bond and derivative structures and providing risk management advice and solutions to municipal issuers, corporate issuers, and institutional investors. In addition to the Corporation, MG’s clients have included the New York State, Empire State Development, the Metropolitan Transportation Authority, the Long Island Power Authority, the New York Power Authority, New York State Homes and Community Renewal, the City of New



York, New York City Housing Development Corporation, the State of Louisiana, the City of Atlanta, and the Pennsylvania Turnpike Commission.

MG's work for these issuers has encompassed comprehensive swap advisory work, including: detailed debt and derivatives portfolio reporting designed to assist with the evaluation of exposures, decision-making and day-to-day operations; holistic transaction review and analysis, including the identification of market opportunities for particular transactions; razor-sharp transaction pricing and execution; ISDA document negotiation and review; trade valuations and operational maintenance (such as accrual calculations, collateral posting verification, ratings alerts); derivatives accounting including hedge effectiveness testing and fair value measurement; and regulatory monitoring such as Dodd-Frank compliance. Most recently, MG has been evaluating the anticipated discontinuation of the LIBOR index in 2021/2022. MG has been involved in discussions with the Alternative Reference Rates Committee ("ARRC"), as well as following market developments, providing timely updates to clients, and addressing the potential discontinuation in swap transactions.

Over the past five years, MG has advised on approximately 110 tax-exempt derivative transactions totaling over \$10.6 billion in notional amount. These transactions have included new trades, amendments, novations/assignments, and terminations, based on a wide variety of structures (vanilla swaps, cancellable swaps, caps/options) and indexes (LIBOR, SIFMA, CPI, Constant Maturity Swap).

MG is prepared to serve as QIR for the Corporation, having done so for many of its clients. MG satisfies all of the applicable requirements as set forth in CFTC Regulation 23.450 and maintains written policies and procedures as described therein. MG is registered as a Municipal Advisor with the SEC and MSRB.

Below are two examples of work related to swap transactions, for the Corporation (PRAG and MG) and for MTA (MG), which we believe demonstrate the proposed team's extensive experience with swaps.



Local Government Assistance Corporation / Goldman Sachs – Termination of Fixed Payer Swap:

Between February and March 2018, PRAG and MG worked with the Corporation to terminate a LIBOR fixed payer swap in conjunction with the refunding of the underlying VRDBs, as described in our response to Question Dii(b). Following the Corporation's decision to move forward, MG immediately began discussions with the swap counterparty to initiate the process and identify the steps to be taken in order to facilitate a seamless execution.

Since the Corporation was planning to finance a portion of the termination amount with bond proceeds, it would be subject to bond closing risk (i.e. a scenario where the refunding bonds did not close, but the Corporation still owed the swap termination payment). In order to mitigate this risk, MG developed detailed reinstatement language, included in the transaction confirmation, which would have allowed the Corporation to keep the swap in place if necessary with the same terms (other than an adjustment to the fixed rate to account for market changes and dealer costs). Since there is no standard form for such language, MG worked to ensure that the mechanics were properly addressed and that a clear framework existed for the reinstatement process, thus minimizing the potential for hidden costs to the Corporation. The inclusion of such language also required that the Corporation put certain regulatory documentation in place. MG led the Corporation through the process of executing industry-accepted Dodd-Frank documentation (including the review of swap policy amendments, assisting with necessary registrations, and leading counsel through the individual steps directly). The execution of such documentation not only ensured that the Corporation was in a position to address the reinstatement with Goldman Sachs if necessary, but also prepared the Corporation from a regulatory standpoint should it wish to address any of its other swap transactions in the future.

MG led negotiations with Goldman Sachs regarding the termination process and execution costs. In particular, MG identified and resolved a valuation discrepancy due to incorrect discounting methodology that would have required the Corporation to pay a larger termination amount. Furthermore, MG was able to negotiate with Goldman Sachs to reduce its quoted costs associated with the termination, thus improving the overall economics. Ultimately, the Corporation was able to achieve a successful execution in a timely fashion and facilitate the overall refunding transaction. As part of the termination process PRAG incorporated a prior deemed termination of the swap in 2008 such that the correct amount of equity was included with the bond proceeds to fund the termination payment in compliance with federal tax law.





Metropolitan Transportation Authority / UBS – Novation of Fixed Payer Swaps: The MTA and certain of its Agencies had in place Cost of Funds/LIBOR Fixed Payer swaps with UBS that were executed as hedges of Auction Rate Securities. The Auction Rate Securities had been redeemed over time; however, the full amount of the swaps had remained outstanding. The MTA was interested in exploring novations of the trades in order to: 1) improve the terms of the swaps and eliminate the outdated cost of funds provision; 2) improve the ISDA terms; and 3) upgrade and diversify counterparties. Given that UBS was looking to reduce its municipal derivatives exposure, it was willing to cover the cost of assignments to new counterparties, ensuring that the MTA would not have to make a payment. MG negotiated substantially stronger business terms for ISDAs with two new counterparties (such as improved ratings triggers for Additional Termination Events, collateral posting requirements, and collateral interest provisions), and was also able to negotiate with UBS and the new banks to obtain a reduction in the fixed rate on the new trades following the assignments.

Since there were multiple transactions that had to be consolidated under one MTA Agency and subsequently split between the two new counterparties, there were a number of steps that had to be taken in order to effect the final structure. This included several assignments and trade amendments between the MTA Agencies and UBS, before ultimately novating to the two new counterparties. MG carefully coordinated the steps between the various parties (UBS and the new dealers, legal counsel, and swap insurer) to ensure that the process was fully mapped out. Given the complexity inherent in such a transaction, each individual step and the related documentation – trade confirmations and insurance policy amendments – was laid out in its entirety beforehand to facilitate completion of the overall transaction. Ultimately, the MTA was able to clean up its swap structures and enter into trades with higher-rated counterparties, while realizing the benefit of improved documentation terms and a lower fixed rate. As part of its advisory services in connection with the transaction, MG worked with the MTA’s accounting team and auditors to make sure each party understood the impact of the proposed transaction on the financial statements, including the provision of multiple memos, discussions, and review of hypothetical journal entries.

e. How would your firm assist the Corporation with either a competitive sale or negotiated sale of its bonds? For each type of bond sale, describe specific services and expertise your firm could provide to the Corporation.

PRAG has extensive experience with both competitive and negotiated sales. Generally, competitive sales provide better results for the issuer than negotiated sales because underwriters tend to bid aggressively at tighter spreads to win the transaction, impress issuers for future negotiated business and score well on league tables. The Corporation issues its fixed rate bonds mainly through competitive sales and achieves excellent results because its bonds are highly rated, the credit is well-known to investors, and it issues bonds infrequently. In fact, the Corporation can only issue current refunding bonds and all Corporation’s debt amortizes through April 1, 2025. At this time, *we believe that LGAC should continue issuing its fixed rate bonds competitively.* We realize, however, that under certain conditions a negotiated sale is justified. For example, all variable rate bond issues are sold through negotiations as are all types of bonds during extreme market volatility, such as after the 2008-9 financial crisis.

Financial services that we offer to LGAC for *both competitive and negotiated sales* include the following:

- Review of financing alternatives in order to meet the financing objectives of the Corporation at the lowest cost of borrowing, including a cost-effectiveness analysis of issuing bonds under senior or subordinate lien and calculation of Capital Reserve releases;
- Structuring of the refunding bond issue;
- Assistance in selecting members of the financing team, such as verification agents and financial printers, if needed;
- Management and execution of the transaction, including preparation of the financing schedule;
- Constant advice to the Corporation on market conditions;
- Assistance in preparation and review of the official statement;
- Assistance in preparation and review of all transaction documents, including memoranda with recommendations of the financing plan, supplemental resolutions, and continuing disclosure agreements;
- Assistance in selection of rating agencies to rate the bonds and communications with rating agency analysts to obtain ratings;
- Attending Board meetings of the Corporation and meetings with the Corporation officials, if needed;



- Verification of the refunding;
- Subscription for SLGs or preparation and execution of a bidding process for open market securities; and
- Preparation of a post-sale analysis.

Our financial advisory services associated specifically with *competitive bond transactions* include the following:

- Assistance in drafting the Notice of Sale;
- Recommendations on bidding parameters (including call provisions depending on prevailing market conditions) for the Corporation's supplemental resolutions and for the Notice of Sale;
- Applying for CUSIPs;
- Notifying potential bidders about the bond sale;
- Verification of bond information posted on Parity and running a trial test for the True Interest Cost ("TIC") calculation;
- Determining bidders;
- Verification of the TICs of bids;
- Ascertaining that the winning bid meets all specifications; and
- Resizing of the refunding bond issue.

For *negotiated bond transactions*, we would serve as the Corporation's advocate in the pricing process and we would provide the following services:

- Assistance in the selection of underwriters through the RFP process, if requested;
- Advise on the optimal size and configuration of the underwriting group;
- Review the proposed financing structure;
- Compare the proposed interest rate levels as a spread to MMD to historical spreads of the Corporation's bond issues and other issues in the market and provide this information to the Corporation;
- Evaluate the call features of the bond issue using our call option model;
- Determine the appropriate level of the underwriter's spread, including management fee, if any, takedown by maturity and expenses;
- Update the Corporation's staff on pre-sale market conditions;
- Participate in all pricing calls; and
- Review allotments to ensure fair distribution of the bonds, if needed.

Refundings of the Corporation's hedged variable rate bonds could include swap terminations. In such cases, we would calculate the swap termination payment and PV savings resulting from the refunding where swap termination payment is funded with bond proceeds. With assistance of MG, we would negotiate and implement the swap termination as part of the refunding transaction, as described in our responses to Question Dii(d).

f. Summarize the capabilities and experience of your firm [and proposed subcontractor, if applicable] related to debt portfolio administration activities including, but not limited to, calculation and verification of swap and variable rate debt payments, valuing and making investment recommendations for the capital reserve, and analyzing and evaluating proposals from liquidity providers, remarketing agents and other financial professionals, as needed.

Debt Portfolio Administration: Both PRAG and MG have considerable experience to assist LGAC monitor its swap portfolio, as we have done for the past several years. We put a strong emphasis on ensuring that our clients have timely and accurate information on the risks and exposures in the derivatives portfolio and related debt structures to facilitate decision-making and day-to-day operations. In particular, MG for many of its clients provides ongoing comprehensive reports that summarize key risks and provide relevant details: summaries and details of transactions, ISDA terms, counterparty ratings, and analysis and quantification of the various risks such as mark-to-market, counterparty, basis, rollover, fixed-floating mix, etc. Such reports are customizable and ensure that its clients' finance staffs have both big-pictures summaries and details on derivatives and the relevant parts of the debt portfolio. The reporting also allows its clients to demonstrate solid risk-management practices to various constituents, such as boards, rating agencies, etc., and often facilitates the production of other information regarding swap portfolios, such as the required footnotes for financial statements. MG has experience producing



these reports on a quarterly basis for its large issuer clients such as the MTA, the Long Island Power Authority, and the City of New York.

MG regularly provides accrual calculations and payment statement verifications. The firm's access to robust resources, models, and market data allows it to calculate and track accruals for swaps over time, accounting for the unique characteristics of individual trades (e.g. reset conventions, business day adjustments, etc.). On several occasions, MG's values have been used to identify discrepancies and incorrect statements sent by dealers. Such reports are accessible via a customized client portal available on MG's website. For the Corporation, MG provides monthly reports highlighting the weekly rate resets of the Corporation's variable rate demand obligations relative to the floating rates received on the swaps, providing insight into the performance and effectiveness of the synthetic fixed structures. These reports also include mark-to-market valuations of the Corporation's trades and counterparty ratings updates (MG also provides daily mark-to-market valuations for the State of New York's entire portfolio – including the Corporation's agreements – totaling \$1.5 billion in notional amount).

MG's knowledge of the Corporation's derivative portfolio has also enabled the firm to provide further services to assist with portfolio administration activities; for example, MG worked with the Corporation to develop and implement fair value calculation methodology for the swap portfolio as now required under GASB Statement 72.

PRAG has similar experience with swap reporting. We provide quarterly swap reports to the West Virginia Parkway Authority to help in monitoring the performance of its LIBOR swaps. We have done the same in the past for The City of New York, Broward County (FL), the City of Phoenix, Mecklenburg County, and Orange County.

Pursuant to the Dodd-Frank Act, the Corporation needs a qualified independent representative in connection with its swaps. Both PRAG and MG are prepared to serve as a Corporation's QIR as both firms are doing so for clients with swaps in their portfolios.

Capital Reserve: LGAC has significant reserves set up for its Senior and Subordinate Lien bond programs equal to MADS in the case of the Senior Lien and one half MADS in the case of the Subordinate Lien bonds. LGAC's guidelines require that the funds set aside for these reserves be invested in qualifying US government securities with valuations equal in total the required reserve amounts for each lien. PRAG has assisted LGAC in setting up and managing a rolling three-year investment cycle for the reserves in which one-third of each the senior and subordinate reserves are invested in short-term Treasury securities that mature each year and then are re-invested in the amount necessary to maintain the correct reserve level and allowing for a small cushion, for the next three years. This method spreads the management of the reserve investment over a three-year period, rather than having to manage the entire reserve amounts each year, yet still keeps LGAC's duration and price risk low since short Treasury securities ensure that LGAC can wait until maturity before reinvesting the proceeds without having to sell the securities at an uncertain price. We review this investment strategy every year in the context of the prevailing market conditions. Exceptions to this practice are when LGAC is planning a refunding that will result in a release of funds from the Capital Reserve and PRAG will structure maturing investments to coincide with the anticipated timing of the refunding, while being conservative with respect to the size of the potential Capital Reserve release and the timing of the transaction.

Evaluation of Proposals: PRAG assists issuers with the procurement process for liquidity providers, remarketing agents and other financial professionals. We participated in the RFP process for liquidity provider for the Corporation's Series 2003A-4V Bonds. When the Corporation requests its existing liquidity providers for quotes to extend the liquidity facility, we are able to opine on whether the quotes are reasonable under current market conditions, as we have recently done in connection with the contemplated extension of liquidity facility provided by Bank of America Merrill Lynch for the Corporation's \$137.5 million Series 2003-4V VRDBs. Similarly, we have a knowledge and experience to evaluate proposals from remarketing agents and other financial professionals, including underwriters.



g. What marketing and pricing strategy would your firm advise with respect to Corporation bond issuances in order to ensure optimal pricing for both LGAC's bonds and the sales tax credit bonds sold by other State authorized issuers?

The State issues sales tax revenue bonds since October 2013 and up to date there were eight sales, all done through DASNY; the first three negotiated (with JP Morgan as senior book-running underwriter in 2013, Bank of America Merrill Lynch in 2014 and Morgan Stanley in 2015) and the last five competitive. Approximately \$7.4 billion of sales tax bonds are currently outstanding and the State plans additional issuances of approximately \$1.4 billion annually over the next four years. All outstanding bonds are fixed rate. Debt service coverage ratio is currently 3.6x and it is expected to be not lower than 3.4x over the next four years. It is projected that once LGAC bonds are retired, the sales tax revenue bonds will receive 2 percent of New York State sales tax, increasing their debt service coverage. The spreads to MMD for bonds with 5% coupons generally stay in the range of 15-23 basis points for the longer maturities. They were perhaps the widest at the inaugural sale which took place when spreads were generally wider. For example, the State's personal income tax revenue bonds priced in 2013 had spreads up to 40 basis points for 5% coupons. The highest spreads on the inaugural sales tax revenue bond issue were 30 basis points. Please see below spreads to MMD for the eight sales of sales tax revenue bonds.

Dormitory Authority of the State of New York - State Sales Tax Revenue Bonds								
Historical Spreads on 5% Coupon Bonds								
Year	2013A Negotiated 10/16/2013	2014A Negotiated 10/15/2014	2015A Negotiated 7/22/2015	2015B Competitive 10/13/2015	2016A Competitive 9/22/2016	2017A Competitive 7/18/2017	2018A Competitive 3/13/2018	2018C Competitive 7/11/2018
1			(3)					(6)
2			5	3		2	5	(6)
3	(1)	(1)	9	4	7	2	5	(5)
4	0	0	12	7	7	2	3	(4)
5	6	5	12	6	7	2	3	(4)
6	9	8	14	8	8	3	4	3
7	15	11	12	7	9	6	5	8
8	16	10	14	8	12	7	6	8
9	22	12	14	6	14	10	7	10
10	22	12	15	6	16	13	8	11
11	24	12	15	13	15	13	16	11
12	28	14	15	13	16	13	17	12
13	30	15		14	16	14	20	15
14	30	16		14	16	14	20	15
15	30	16		15	16	14	20	15
16	30	16		15	16	14	20	15
17		16		15	16	14	20	15
18		16		15	16	15	20	15
19		16		15	16	15	20	15
20	30	16		15	16	15	22	16
21	29	16		18		15	22	16
22	29	15		18		15	22	17
23		15		18		16	23	17
24		15		18		16	23	17
25	26	15		18		15	23	17
26				18		15	25	
27				18		15	25	
28								
29								
30	26	12		16				



LGAC has approximately \$1.4 billion of bonds outstanding under both senior and subordinate liens, including approximately \$367 million of VRDBs, with debt service coverage ratio of 8.7x. That coverage will improve over time. As previously mentioned, the Corporation can only issue current refunding bonds and all its bonds amortize by April 1, 2025. Both sales tax revenue bonds and LGAC bonds have the same ratings, AAA by S&P Global Ratings, Aa1 by Moody's and AA+ by Fitch Ratings (Fitch Ratings did not rate the Corporation's March 2018 issue and the State requests two ratings for the sales tax revenue bonds, either from S&P and Moody's or from S&P and Fitch). Both credits are by now well known to investors. LGAC did not access the capital market for six years before selling refunding bonds in March 2018. The scarcity of LGAC bonds caused high investor demand as it allowed them to diversify their New York holdings and the Corporation achieved excellent results, receiving 9 bids and *spreads to MMD on the three offered maturities of six basis points through MMD*. The winning bid was submitted by JP Morgan.

We believe that LGAC should sell its refunding bonds competitively (unless market conditions dictate a negotiated sale) when it is economically beneficial. The State should decide about issuing sales tax revenue bonds competitively or on a negotiating basis – it is advantageous to sell bonds both ways. As previously discussed, competitive sales often provide better results for the issuer than negotiated sales because underwriters bid aggressively to win the transaction, often to impress issuers for future negotiated business. Underwriters are a good source of innovative ideas for the State, and in order to keep these ideas flowing, the State should continue to offer negotiated transactions as a potential reward. Very large sales need to be carefully managed to avoid size concession.

It would be better to separate the sales of the sales tax revenue bonds and LGAC bonds but it is not essential. In March 2018, LGAC's sale took place two days after the DASNY sales tax sale and LGAC's bonds were not affected – the total amount was much smaller (\$256 million versus \$1.3 billion) and amortization was very different (2019-2021 maturities versus 2020-2048 maturities).

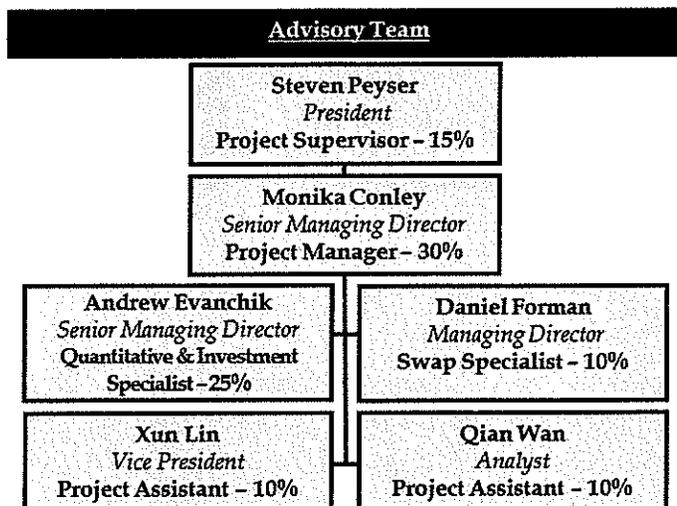
h. Using Attachment E (Response Form – Section 6.2.D.ii(h)) list your firm's and/or key staff's investment advisory experience for governmental clients during the period of April 1, 2016 through March 31, 2018. Indicate for each governmental client, the dollar amount of funds under management or for which investment advice is supplied, and a description of the type of advice rendered (in tabular format with grand totals for all dollar amounts and number of clients).

Our firm provides services related to the investment of bond proceeds. We do not provide active investment management services. During the period of April 1, 2016 through March 31, 2018, we have advised **27 clients on investments, totaling over \$16.5 billion**. Please see Exhibit B for details.



i. Complete Attachment F (Response Form – Section 6.2.D.ii(i)). Also, attach a project organizational chart detailing the responsibilities of each individual to be assigned and the percentage of time each staff member is expected to devote to the assignment (note that the percentage of time spent by all individuals referenced in response to this part cannot exceed 100 percent). Provide resumes of the individuals from your firm who would be directly assigned to this engagement.

To best serve our clients, it is PRAG’s policy to assign sufficient senior personnel to each project team, to ensure that highly experienced professionals are available to clients at all times and are involved in the day-to-day management of our engagements. We consider our staffing model of a high ratio of senior personnel as the best approach to serving large, sophisticated issuers for whom the debt management function is critical. LGAC can be assured that all assigned personnel will devote the necessary time and resources to this engagement in order to provide excellent service and secure successful financings. For the Corporation, we have assembled a team that is experienced with LGAC’s debt program and with New York State issuers. In that regard, *Steven Peyser*, President, would serve as project supervisor and have overall responsibility for the engagement while *Monika Conley*, Senior Managing Director, would serve as project manager and have day-to-day responsibility for the work with the Corporation. *Andrew Evanchik*, Senior Managing Director, would serve as quantitative and investment specialist, and *Daniel Forman*, Managing Director, would serve as swap specialist. *Xun Lin*, Vice President, and *Qian Wan*, Analyst, would serve as project assistants. *Mr. Peyser and Ms. Conley have provided financial advisory services to the Corporation since 1995 and Mr. Evanchik since 2003.* The chart above depicts the organizational structure of the PRAG team that would be assembled to serve the Corporation and includes the percentage of each staff member’s time that is expected to be devoted to the assignment. Attachment F can be found in Exhibit C.



Steven Peyser, President. Mr. Peyser serves as President of PRAG, with overall responsibility for the firm’s management and operations, including leading the firm’s quantitative efforts and pricing activities. He is in charge of setting the firm’s standards for analysis and for assuring that the firm’s personnel have the proper tools to evaluate and implement financings. With over 35 years of experience in public finance, Mr. Peyser has significant expertise in structuring complex financings and has served as project manager on financings for a wide variety of purposes, including general government, transportation, sports facilities, convention centers, privatization, water and wastewater, solid waste disposal and transactions involving derivative products.

Mr. Peyser is thoroughly familiar with all market trends affecting New York State issuers as he heads PRAG’s current engagement with LGAC as well as with the State of New York through the Division of Budget and the Office of the State Comptroller. He also has worked with numerous New York State issuers and entities, including the New York State Thruway Authority, Empire State Development, the Dormitory Authority of the State of New York, the New York Convention Center Development Corporation, the New York State Housing Finance Agency, the Municipal Bond Bank Agency, the Hudson Yards Development Corporation, New York Law School, and Tobacco Settlement Financing Corporation. Mr. Peyser advises numerous states and state-level issuers as well, including Georgia, Illinois, New Hampshire, Virginia, Georgia State Road and Tollway Authority and Virginia Department of Transportation. In addition, he serves as project manager for the firm’s engagements with the City of New York and the New York City Transitional Finance Authority, combined as one of the largest municipal issuers in the nation.

As mentioned above, Mr. Peyser leads PRAG’s engagement with the New York State Division of the Budget and has helped DOB with many projects through the years, including advising on all state-supported debt issued by New York State authorities since the beginning of 2014. In particular, Mr. Peyser helped devise the best way to



structure the competitive sales and helped draft the RFIs for underwriters on the negotiated transactions and analyzed the quantitative responses. He has worked with DOB and Thruway to develop a tolling plan taking into account the \$1.3 billion bank settlement funds that the State provided to the Thruway. Previously, he helped DOB develop and implement a plan to deal with the turmoil in the market caused by the financial crisis of 2008 and 2009, developed debt issuance guidelines for refundings and Build America Bonds and assisted with optimizing the use of the Debt Reduction Reserve Fund to defease debt. For the Thruway Authority, he also advised on the implementation of the funding plan for the New NY Bridge project to replace the Tappan Zee Bridge, which included a \$1.6 billion TIFIA loan, the issuance of \$1.6 billion Junior Indebtedness Obligations in 2013 and the issuance of \$850 million Junior Indebtedness Obligations in 2016. In addition, for The City of New York and the New York City Transitional Finance Authority, he has supervised the firm's development of linear optimization models to structure new money and refunding issues for these issuers, developed a procedure to structure and evaluate refunding proposals from investment banking firms, assists in negotiating pricing and evaluated the cost-effectiveness of alternative structures. Mr. Peyser also advised the City on the multi-billion Hudson Yards Infrastructure Corporation project.

Mr. Peyser holds a B.A. in economics and history with Distinction in All Subjects from Cornell University and a M.B.A. in finance from the Wharton School. He is a member of Phi Beta Kappa. Mr. Peyser also serves as the Treasurer of the Municipal Forum of New York. *Certifications & Licenses: Series 50, Municipal Advisor Representative and Series 65, Investment Advisor Representative.*

Monika Conley, Senior Managing Director. Ms. Conley has been working in the field of public finance for 26 years, providing financial advisory services to multiple state and local governments. She serves as project manager for PRAG's current engagement with LGAC, as well as for the State of New York through the Office of the State Comptroller, DASNY, ESD and the Albany County Airport Authority. She has worked with the New York State Division of Budget, the New York State Housing Finance Agency, Monroe County, Monroe County Airport Authority and the Town of Hempstead. In addition, she serves as project manager for the State of New Hampshire and New Hampshire Turnpike System, the State of Maryland and the State of South Carolina and has assisted the states of Alabama, Georgia, Minnesota, Virginia and West Virginia in the issuance of general obligation, revenue and lease revenue bonds and in special projects. She has worked on financings for a variety of purposes including transportation, water and wastewater, solid waste disposal and general governments.

Ms. Conley was a member of the project team that assisted the Division of Budget in 2008 to develop a comprehensive plan to refund or convert over \$5 billion of ARS and insured VRDBs. Ms. Conley has assisted the Office of the State Comptroller on all general obligation bond issues, both new money and refundings, fixed and variable rate, since 1992. She also assists with the State's debt approval process. She has advised LGAC on all transactions since 1995, which included floating-to-fixed interest-rate swaps, refunding of LGAC's ARS and FGIC-insured VRDBs and conversions to fixed rate with swap terminations, including LGAC's recent Senior Lien, Series 2018A Refunding Bonds. For the New York State Thruway Authority, Ms. Conley was involved in the implementation of the funding plan for the Mario M. Cuomo Bridge that included a \$1.6 billion TIFIA loan and the issuance of \$1.6 billion Junior Indebtedness Obligations in 2013 and the issuance of \$850 million Junior Indebtedness Obligations in 2016. In addition, for the State of New York, she prepares rebate calculations and valuations of investments of bond proceeds, reviews requests for proposals received by the State, assists in a debt approval process conducted by the Office of the State Comptroller, and she evaluates refunding opportunities and serves as a contact with underwriters. She also assists with all sales of the State's appropriation debt issued by the State's agencies such as the New York State Dormitory Authority and Empire State Development and participates in a variety of other projects.

For the State of New Hampshire, Ms. Conley has advised on all bond issues since 1992. She is involved in the preparation of rating agencies' presentations for the State and the yearly updates of its debt affordability study. She has structured computer models for analyses of the impact of specific projects, such as the Manchester Civic Center and correctional facilities, financed by State's indebtedness. She developed and maintains a database of the State's debt which she periodically reviews for refunding opportunities by using maturity-by-maturity and call option models developed by the firm. For the State of New Hampshire Turnpike System, Ms. Conley has assisted in all bond issues since 1992, both new money and refundings. She reviewed proposals for underwriters,



participated in structuring the bonds, preparing legal bond documents and rating agency presentations and in the pricing process.

Ms. Conley received her B.S. and M.S. degrees from the Central School of Planning and Statistics in Warsaw, and a Ph.D. from New York University. She also has a M.B.A. from the Columbia University Graduate School of Business. *Certifications & Licenses: Series 50, Municipal Advisor Representative.*

Andrew Evanchik, Senior Managing Director. Mr. Evanchik provides quantitative analysis for PRAG's clients including LGAC, all state-supported debt issued by New York State authorities through the New York State Division of Budget, and for The City of New York and the New York City Transitional Finance Authority, as well as the State of Georgia, Denver School Facilities Leasing Corporation and Denver Regional Transportation District, among others.

For LGAC, Mr. Evanchik has advised on the termination of \$485 million in interest rate swaps in 2009 and 2011 as well as the associated fixed rate refundings. He has also advised LGAC since 2008 on the management of its overall debt portfolio and its Capital Reserve investments. Mr. Evanchik recently provided quantitative analysis on LGAC's Senior Lien, Series 2018A Refunding Bonds, which sold competitively on March 15, 2018. This transaction followed a sequential refunding analysis that Mr. Evanchik performed for LGAC showing that a fixed refunding of LGAC's remaining senior lien variable rate debt would result in a large release from the capital reserve which could be used to reduce the size of the deal.

Mr. Evanchik has performed the required analysis for the GASB 53 rules regarding derivative securities for The City of New York and other clients. For the DOB, Mr. Evanchik provides continuous valuation and analysis of DOB's swap portfolio in order to help advise on the available opportunities for DOB to continue to wind down its swap book. Mr. Evanchik assisted with the unwind of approximately \$700 million of New York State swaps in 2010 in which the State received \$42.8 million in termination payments from four counterparties. He also maintains frequent contact with municipal swap pricing desks to keep abreast of current pricing levels regarding funding and credit charges as well as general market action. Mr. Evanchik also has also provided cash flow modeling for the State of Georgia Northwest Corridor project including work on the TIFIA loan. He has also worked with the New York State Thruway Authority and DOB on cash flow modeling for the New NY Bridge to replace the Tappan Zee.

Prior to joining PRAG in 2004, Mr. Evanchik graduated from Columbia University with a MS in Financial Engineering. Mr. Evanchik also holds a BS in Systems Engineering from the University of Virginia. *Certifications & Licenses: Series 50, Municipal Advisor Representative and Series 65, Investment Advisor Representative.*

Daniel Forman, Managing Director. Mr. Forman provides financial advisory services for a variety of municipal clients, including the states of Maryland and South Carolina, where he is responsible for all quantitative analysis and for responding to day-to-day requests. In addition, he reviews rating agency materials, official statements, and other transaction documents, as well as the drafts notices of sale on competitive issues.

For the State of South Carolina, Mr. Forman conducted a 2016 competitive transaction with five competitive bids for nine series of bonds. While Mr. Forman participated in the standard work of rating agency and documentation review, there was considerable work to manage the overall debt structure of the transaction due to the number of bond series. The bonds included refunding, new money, and taxable and tax-exempt debt. The refunding component of the transaction, which included eight series of bonds, refunded 24 then outstanding series of bonds. The refunding resulted in \$22 million present value savings.

For the State of Maryland, Mr. Forman has been engaged on four transactions beginning in 2017, totaling \$3.5 billion. Mr. Forman developed a new refunding methodology focused on selection of highly efficient refunding candidates. The State implemented this refunding strategy in 2017 and achieved present value savings of \$100 million.

Mr. Forman also provides quantitative analysis for many other PRAG clients. For the State of New Hampshire, Mr. Forman constructed and maintained the project financing model relied upon by the Federal DOT and New Hampshire DOT to negotiate a rural TIFIA loan. The State obtained a rate of 1.09% on an 18 year loan which



closed in 2016. Mr. Forman also provides refunding and structuring analysis for the Metropolitan Transportation Authority, the Hudson Yards Infrastructure Corporation, the New York State Thruway Authority, the City of Phoenix, Baltimore County and Jefferson County.

In addition, Mr. Forman is charged with managing PRAG's swap transactions. In September 2015, he advised the Florida Division of Bond Finance on two tranches of swaps that were each held by nine different counterparties. As part of this transaction, PRAG reorganized the termination procedure to facilitate a quicker market pricing process. In 2016, Mr. Forman advised New York Law School on a swap transaction that terminated two swaps with a combined par of \$118,500,000, following the Dodd-Frank compliance process and negotiating termination charges and documents with the swap counterparty. Mr. Forman assisted with swap termination in connection with the LGAC's refunding transaction in March 2018.

Prior to joining PRAG, Mr. Forman worked at State Street Bank as a financial engineer constructing derivative pricing models and at the Federal Reserve Bank of New York as a research associate conducting macroeconomic and monetary policy research. Mr. Forman holds an M.S. in Financial Engineering from Baruch College and a B.A. in Physics and Economics from Swarthmore College. *Certifications & Licenses: Series 50, Municipal Advisor Representative and Series 65, Investment Advisor Representative.*

Xun Lin, Vice President. Mr. Lin provides quantitative, marketing and transaction support for New York issues such as the New York State Personal Income Tax and Sales Tax Revenue Bonds, The City of New York General Obligation Bonds and the Transitional Finance Authority Revenue Bonds, including structure and refunding verification, pre-pricing and post-pricing analysis and competitive sales. His responsibilities include conducting general market and credit research, assisting with negotiated and competitive sales, preparing evaluations of various requests for proposals and running numbers. Mr. Lin has provided project support for many sophisticated large New York issuers including The City of New York, the New York City Transitional Finance Authority, Metropolitan Transportation Authority, Triborough Bridge and Tunnel Authority, the New York State Thruway Authority, Hudson Yards Infrastructure Corporation and the State of New York, among other state and local municipalities.

Before joining PRAG, Mr. Lin was a public finance analyst at Raymond James & Associates, where he was responsible for composing municipal market reports and assisting in the preparation of bond financings, in addition to providing general quantitative and qualitative support. Previously, Mr. Lin was in a Public Finance Joint Internship Program of the New York State Housing Finance Agency and Raymond James & Associates. A member of Omicron Delta Epsilon, International Economics Honor Society, he graduated summa cum laude from Skidmore College with a B.A. in Business. *Certifications & Licenses: Series 50, Municipal Advisor Representative and a CFA Charterholder.*

Qian Wan, Analyst. Ms. Wan provides day-to-day analytical and project support to PRAG's municipal financing engagements. Her responsibilities include market, credit and financial research, request for proposal evaluations and general advisory and transactional support. She has provided support for the Commonwealth of Virginia, Virginia College Building Authority, Commonwealth Transportation Board and the City of Virginia Beach. In addition, she has also supported the states of Maryland, New Hampshire, New York, Rhode Island and South Carolina.

Ms. Wan received her MPA in Financial Management and Public Finance from New York University and her Bachelor of Business Administration with Distinction from Simon Fraser University in Burnaby, Canada. *Certifications & Licenses: Series 50, Municipal Advisor Representative.*



j. Provide a statement as to the availability of the Lead for consultation with LGAC including, but not limited to, his or her willingness to meet in Albany or New York City with LGAC officials. List the known engagements of the Lead for other issuers that are likely to be active during the period February 1, 2019 through January 31, 2024.

The lead personnel who would be assigned to the engagement with the Corporation, Steven Peyser and Monika Conley, would be available to advise and meet with LGAC officials in Albany, New York City, or any other location as needed. Their known engagements for other issuers that may be active during the period from February 1, 2019 through January 31, 2024 include:

LEAD PERSONNEL	ENGAGEMENTS
Steven Peyser Project Supervisor	New York State Division of the Budget New York State Thruway Authority City of New York New York City Transitional Finance Authority State of Georgia Georgia Department of Transportation Virginia Department of Transportation
Monika Conley Project Manager	State of New York State of Maryland State of South Carolina State of New Hampshire New Hampshire Turnpike Baltimore County Monmouth County



III. REGISTRATION

Submit proof of compliance with all legal requirements regarding licensure and registration with respect to investment advisory services and municipal advisory services rendered to municipal entities including, but not limited to, advice on municipal financial products (including swaps) and the issuance of municipal securities. Firms must provide proof of registration as a municipal financial advisor and proof of registration as an investment advisor with the relevant authorities.

PRAG is registered as a municipal advisor with the U.S. Securities and Exchange Commission (SEC Number: 867-00146) and MSRB (MSRB ID K0133). PRAG is also a registered Investment Adviser (IARD/CRD Number 113338) in the State of New York, with additional registrations in the states of California, Florida, Pennsylvania and the District of Columbia. Please see Exhibit D for PRAG's proof of registration as a municipal financial advisor and as an investment advisor.



SECTION III
REFERENCES – ATTACHMENT G

ATTACHMENT G

REFERENCES

Submit a total of **THREE** references (Section 6.2.E) using this form.

Expand fields and duplicate this page as necessary.

RFP18-03 – LGAC Financial Advisor Services	
PROPOSER:	Public Resources Advisory Group, Inc.
Provide the following information for each reference submitted. Fields will expand as you type.	
Reference Company #1:	The City of New York and New York City Transitional Finance Authority
Contact Person:	Alan L. Anders
Title:	Deputy Director for Finance
Address:	255 Greenwich St, 6th Floor
City, State, Zip:	New York, New York 10007
Telephone Number:	212-788-5872
Email Address:	andersa@omb.nyc.gov
Number of years Proposer provided services to this entity:	From 1990 to Present (28 years)
Brief description of the services provided:	General Finance Advisory Service
Reference Company #2:	New York State Thruway Authority
Contact Person:	Mathew Howard
Title:	Chief Financial Officer
Address:	200 Southern Boulevard
City, State, Zip:	Albany, New York, 12209
Telephone Number:	(518) 436-2820
Email Address:	matt.howard@thruway.ny.gov
Number of years Proposer provided services to this entity:	From 2011 to Present (7 years)
Brief description of the services provided:	General Financial Advisory Service
Reference Company #3:	Dormitory Authority of the State of New York
Contact Person:	Portia Lee
Title:	Managing Director
Address:	515 Broadway
City, State, Zip:	Albany, New York, 12207
Telephone Number:	(518) 257 - 3362
Email Address:	plee@dasny.com
Number of years Proposer provided services to this entity:	From 2013 to Present (5 years)
Brief description of the services provided:	General Financial Advisory Service in connection with the issuance of the State's Sales Tax and Personal Income Tax Revenue Bonds.

EXHIBIT A
ATTACHMENT D
(RESPONSE FORM – SECTION 6.2.D.1)

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Proposer:	Public Resources Advisory Group, Inc.						
List the <u>direct</u> prior experience of your firm and/or key staff within your firm with the municipal market relating to financial advisory services provided for each transaction which closed or was executed during the period of April 1, 2016 through March 31, 2018 . Limit this listing to transactional experience (Please add or delete rows as necessary).							
Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Department of Water and Power of the City of Los Angeles, CA	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	354,440,000	3/27/2018	Firm	Primary Financial Advisor
Department of Airports of the City of Los Angeles, CA	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	226,500,000	3/21/2018	Firm	Primary Financial Advisor
Anne Arundel County, MD	Fixed Rate New Money	General Obligation Bonds	Competitive	263,655,000	3/20/2018	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Remarketing of Variable Rate	Revenue Bonds	Negotiated; Public Issue	100,000,000	3/20/2018	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue / Competitive	1,075,710,000	3/16/2018	Firm	Primary Financial Advisor
New York Local Government Assistance Corporation	Refunding of Fixed Rate and Variable Rate to Fixed Rate	Revenue Bonds	Competitive	256,045,000	3/15/2018	Firm	Primary Financial Advisor
Golden State Tobacco Securitization Corporation, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	110,540,000	3/15/2018	Firm	Primary Financial Advisor
City of Virginia Beach Development Authority, VA	Fixed Rate New Money	Revenue Bonds	Competitive	33,395,000	3/14/2018	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Fixed Rate New Money	Revenue Bonds	Competitive	1,329,725,000	3/13/2018	Firm	Primary Financial Advisor
State of New York	Fixed Rate New Money; Refunding of Fixed Rate and Variable Rate to Fixed Rate	General Obligation Bonds	Competitive	214,035,000	3/8/2018	Firm	Primary Financial Advisor
State of Maryland	Fixed Rate New Money	General Obligation Bonds	Competitive	525,000,000	3/7/2018	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
State of California	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	2,181,305,000	3/6/2018	Firm	Primary Financial Advisor
New York State Thruway Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	596,220,000	3/2/2018	Firm	Primary Financial Advisor
Baltimore County, MD	Fixed Rate New Money	General Obligation Bonds	Competitive	346,000,000	3/1/2018	Firm	Primary Financial Advisor
Baltimore County, MD	Fixed Rate New Money	General Obligation Notes	Competitive	491,000,000	3/1/2018	Firm	Primary Financial Advisor
Department of Airports of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	426,475,000	2/28/2018	Firm	Primary Financial Advisor
City of Virginia Beach, VA	Fixed Rate New Money	General Obligation Bonds	Competitive	67,595,000	2/27/2018	Firm	Primary Financial Advisor
The City of New York	Issuance of Variable Rate	General Obligation Bonds	Negotiated; Public Issue	50,000,000	2/26/2018	Firm	Primary Financial Advisor
The City of New York	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	950,000,000	2/23/2018	Firm	Primary Financial Advisor
Los Angeles Unified School District, CA	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	2,700,000,000	2/21/2018	Firm	Primary Financial Advisor
West Virginia Water Development Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	31,520,000	2/8/2018	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	231,000,000	2/7/2018	Firm	Primary Financial Advisor
Triborough Bridge and Tunnel Authority, NY	Fixed Rate New Money	Revenue Bonds	Competitive	351,930,000	1/25/2018	Firm	Primary Financial Advisor
State of Connecticut	Fixed Rate New Money	Special Tax Obligations	Negotiated; Public Issue	800,000,000	1/25/2018	Firm	Primary Financial Advisor
Maine Turnpike Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	150,000,000	1/24/2018	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Community Facilities District No.2008-01 (Harmony Grove Village) of the County of San Diego, CA	Fixed Rate New Money	Special Tax Obligations	Negotiated; Public Issue	15,710,000	1/18/2018	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Competitive	472,310,000	1/18/2018	Firm	Primary Financial Advisor
Triborough Bridge and Tunnel Authority, NY	Remarketing of Variable Rate	Revenue Bonds	Negotiated; Public Issue	190,300,000	1/18/2018	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Fixed Rate New Money	Revenue Notes	Competitive	500,000,000	1/17/2018	Firm	Primary Financial Advisor
Triborough Bridge and Tunnel Authority, NY	Remarketing of Variable Rate	Revenue Bonds	Negotiated; Public Issue	122,635,000	1/17/2018	Firm	Primary Financial Advisor
Commonwealth of Massachusetts	Fixed Rate New Money	General Obligation Bonds	Competitive	600,000,000	1/9/2018	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	643,095,000	12/19/2017	Firm	Primary Financial Advisor
Montgomery County, MD	Issuance of Variable Rate	General Obligation Bonds	Negotiated; Public Issue	170,000,000	12/19/2017	Firm	Primary Financial Advisor
City of Virginia Beach, VA	Refunding of Fixed Rate	General Obligation Bonds	Competitive	71,530,000	12/19/2017	Firm	Primary Financial Advisor
Manatee County, FL	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	55,075,000	12/15/2017	Firm	Primary Financial Advisor
New York State Urban Development Corporation (ESD)	Refunding of Fixed Rate	Revenue Bonds	Competitive	1,750,745,000	12/14/2017	Firm	Primary Financial Advisor
West Virginia Economic Development Authority	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	142,655,000	12/12/2017	Firm	Primary Financial Advisor
West Virginia Higher Education Policy Commission	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	26,455,000	12/12/2017	Firm	Primary Financial Advisor
Virginia College Building Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	560,555,000	12/12/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Miami-Dade County, FL	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	929,380,000	12/7/2017	Firm	Primary Financial Advisor
County of Monmouth, NJ	Fixed Rate New Money	General Obligation Bonds	Competitive	84,530,000	12/7/2017	Firm	Primary Financial Advisor
The City of New York	Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	943,505,000	12/6/2017	Firm	Primary Financial Advisor
State of New Hampshire	Fixed Rate New Money	General Obligation Bonds	Competitive	66,510,000	12/6/2017	Firm	Primary Financial Advisor
Commonwealth Transportation Board, VA	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	629,165,000	12/1/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	2,021,461,605	11/21/2017	Firm	Primary Financial Advisor
Commonwealth Transportation Board, VA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	483,000,000	11/21/2017	Firm	Primary Financial Advisor
Denver Public Schools, CO	Fixed Rate New Money	Revenue Bonds	Private Placement	10,000,000	11/21/2017	Firm	Primary Financial Advisor
New Jersey Educational Facilities Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	41,770,000	11/14/2017	Firm	Primary Financial Advisor
Triborough Bridge and Tunnel Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	720,990,000	11/9/2017	Firm	Primary Financial Advisor
Virginia College Building Authority	Fixed Rate New Money	Revenue Bonds	Competitive	137,680,000	11/7/2017	Firm	Primary Financial Advisor
West Virginia Higher Education Policy Commission	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	64,075,000	11/7/2017	Firm	Primary Financial Advisor
Baltimore County, MD	Refunding of Fixed Rate	General Obligation Bonds	Competitive	91,165,000	11/2/2017	Firm	Primary Financial Advisor
County of Montgomery, MD	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	686,725,000	10/31/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Metropolitan Transportation Authority, NY	Remarketing of Variable Rate	Revenue Bonds	Negotiated; Public Issue	165,000,000	10/27/2017	Firm	Primary Financial Advisor
State of Illinois	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	4,500,000,000	10/26/2017	Firm	Primary Financial Advisor
The City of New York	Remarketing of Variable Rate	Revenue Bonds	Negotiated; Public Issue	76,665,000	10/24/2017	Firm	Primary Financial Advisor
State of California	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	1,577,270,000	10/19/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Fixed Rate New Money	Revenue Notes	Competitive	1,000,000,000	10/19/2017	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue / Competitive	990,000,000	10/19/2017	Firm	Primary Financial Advisor
San Jose Financing Authority, CA	Fixed Rate New Money	Revenue Notes	Private Placement	300,000,000	10/19/2017	Firm	Primary Financial Advisor
West Virginia Commissioner of Highways	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	219,985,000	10/18/2017	Firm	Primary Financial Advisor
State of Illinois	Fixed Rate New Money	General Obligation Bonds	Competitive	1,500,000,000	10/17/2017	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	1,667,125,000	10/3/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Fixed Rate New Money	Revenue Notes	Competitive	400,000,000	10/2/2017	Firm	Primary Financial Advisor
Piedmont Municipal Power Agency, SC	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	38,115,000	9/28/2017	Firm	Primary Financial Advisor
State of Minnesota	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	858,175,000	9/27/2017	Firm	Primary Financial Advisor
The City of New York	Issuance of Variable Rate	General Obligation Bonds	Negotiated; Public Issue	200,000,000	9/26/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
West Virginia School Building Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	38,415,000	9/26/2017	Firm	Primary Financial Advisor
Florida Municipal Loan Council	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	6,790,000	9/20/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	662,025,000	9/20/2017	Firm	Primary Financial Advisor
The City of New York	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue / Competitive	800,000,000	9/15/2017	Firm	Primary Financial Advisor
The City of New York	Conversion of Variable Rate to Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	307,305,000	9/15/2017	Firm	Primary Financial Advisor
State of California	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	2,538,470,000	8/29/2017	Firm	Primary Financial Advisor
Oregon Department of Transportation	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	132,800,000	8/23/2017	Firm	Primary Financial Advisor
State of Vermont	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue / Competitive	106,095,000	8/23/2017	Firm	Primary Financial Advisor
Santa Monica Public Financing Authority, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	68,565,000	8/22/2017	Firm	Primary Financial Advisor
West Virginia Economic Development Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	25,000,000	8/17/2017	Firm	Primary Financial Advisor
State of Maryland	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	1,335,340,000	8/16/2017	Firm	Primary Financial Advisor
Freemont Public Financing Authority, CA	Refunding of Fixed Rate	Revenue Bonds	Competitive	19,725,000	8/8/2017	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue / Competitive	1,350,000,000	8/8/2017	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Conversion of Variable Rate to Fixed Rate	Revenue Bonds	Competitive	161,075,000	8/8/2017	Firm	Primary Financial Advisor
State of South Carolina	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	160,335,000	8/3/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
The City of New York	Refunding of Fixed Rate and Variable Rate to Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	898,965,000	7/27/2017	Firm	Primary Financial Advisor
The City of New York	Conversion of Variable Rate to Fixed Rate	General Obligation Bonds	Competitive	59,970,000	7/27/2017	Firm	Primary Financial Advisor
State Road and Tollway Authority, GA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	349,765,000	7/20/2017	Firm	Primary Financial Advisor
Virginia College Building Authority	Fixed Rate New Money	Revenue Bonds	Competitive	592,645,000	7/19/2017	Firm	Primary Financial Advisor
City of Richmond, CA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	33,530,000	7/19/2017	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Fixed Rate New Money	Revenue Bonds	Competitive	1,380,550,000	7/18/2017	Firm	Primary Financial Advisor
State of New Mexico	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	300,310,000	7/18/2017	Firm	Subcontractor
State of New Mexico	Fixed Rate New Money	Revenue Bonds	Competitive	69,470,000	7/18/2017	Firm	Subcontractor
Jefferson County, AL	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	338,925,000	7/13/2017	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	1,007,545,000	7/12/2017	Firm	Primary Financial Advisor
Department of Airports of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	349,340,000	7/11/2017	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	375,000,000	6/29/2017	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	1,750,000,000	6/28/2017	Firm	Primary Financial Advisor
Commonwealth Transportation Board, VA	Fixed Rate New Money	Revenue Bonds	Competitive	260,670,000	6/28/2017	Firm	Primary Financial Advisor
City of Los Angeles, CA	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	168,265,000	6/27/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Metropolitan Water District of Southern California	Issuance of Variable Rate; Refunding of Fixed Rate to Fixed Rate; Refunding of Variable Rate to Variable Rate	Revenue Bonds	Negotiated; Public Issue	449,475,000	6/22/2017	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue / Competitive	1,100,000,000	6/22/2017	Firm	Primary Financial Advisor
State of Georgia	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	1,389,645,000	6/21/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Fixed Rate New Money	Revenue Notes	Competitive	500,000,000	6/20/2017	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Private Placement	250,000,000	6/20/2017	Firm	Primary Financial Advisor
Los Angeles County Capital Asset Leasing Corporation, CA	Fixed Rate New Money	Lease Revenue Bonds	Competitive	37,480,000	6/19/2017	Firm	Primary Financial Advisor
Village of Tuxedo Park, NY	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	3,960,000	6/15/2017	Firm	Primary Financial Advisor
City of Long Beach, CA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	170,255,000	6/15/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Remarketing of Variable Rate	Revenue Bonds	Negotiated; Public Issue	167,435,000	6/6/2017	Firm	Primary Financial Advisor
Virginia College Building Authority	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	248,395,000	6/6/2017	Firm	Primary Financial Advisor
State of Rhode Island and Providence Plantations	Fixed Rate New Money and Refunding of Fixed Rate	Certificates of Participation	Negotiated; Public Issue	48,600,000	6/6/2017	Firm	Primary Financial Advisor
County of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	800,000,000	6/5/2017	Firm	Primary Financial Advisor
City of Phoenix, AZ	Refunding of Fixed Rate	General Obligation Bonds	Competitive	68,305,000	6/5/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
City and County of San Francisco, CA	Fixed Rate New Money	Certificates of Participation	Competitive	28,320,000	6/1/2017	Firm	Primary Financial Advisor
Hudson Yards Infrastructure Corporation, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	2,141,760,000	5/24/2017	Firm	Primary Financial Advisor
District of Columbia	Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	563,520,000	5/17/2017	Firm	Primary Financial Advisor
School District No.1 in the City and County of Denver, CO	Fixed Rate New Money	Certificates of Participation	Negotiated; Public Issue	14,095,000	5/17/2017	Firm	Primary Financial Advisor
Los Angeles Unified School District, CA	Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	1,080,830,000	5/16/2017	Firm	Primary Financial Advisor
State of Oregon Department of Transportation	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	335,705,000	5/16/2017	Firm	Primary Financial Advisor
City of Phoenix Civic Improvement Corporation, AZ	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	234,500,000	5/16/2017	Firm	Primary Financial Advisor
Commonwealth Transportation Board, VA	Refunding of Fixed Rate	Revenue Bonds	Competitive	38,600,000	5/16/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	680,265,000	5/11/2017	Firm	Primary Financial Advisor
Metropolitan Water District of Southern California	Refunding of Fixed Rate and Variable Rate to Fixed Rate	Revenue Bonds	Competitive	238,015,000	5/10/2017	Firm	Primary Financial Advisor
City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	450,150,000	5/9/2017	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	530,270,000	4/26/2017	Firm	Primary Financial Advisor
Capital Region Water, PA	Fixed Rate New Money and Refunding of Variable Rate to Fixed Rate	Revenue Bonds	Negotiated; Public Issue	43,915,000	4/26/2017	Firm	Primary Financial Advisor
State of Rhode Island and Providence Plantations	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	157,920,000	4/25/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
State of California	Fixed Rate New Money; Issuance of Variable Rate	General Obligation Bonds	Negotiated; Public Issue	1,248,070,000	4/20/2017	Firm	Primary Financial Advisor
State of Oregon	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	30,005,000	4/19/2017	Firm	Primary Financial Advisor
State of California	Refunding of Fixed Rate	General Obligation Bonds	Competitive	603,890,000	4/12/2017	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue / Competitive	1,100,000,000	4/12/2017	Firm	Primary Financial Advisor
New York Transitional Finance Authority	Conversion of Variable Rate to Fixed Rate	Revenue Bonds	Negotiated; Public Issue	39,035,000	4/11/2017	Firm	Primary Financial Advisor
Santa Clara Valley Water District, CA	Refunding of Fixed Rate	Revenue Bonds	Competitive	54,710,000	4/11/2017	Firm	Primary Financial Advisor
State of Oregon	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	329,545,000	4/4/2017	Firm	Primary Financial Advisor
Albany County Airport Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	14,395,000	3/31/2017	Firm	Primary Financial Advisor
Golden State Tobacco Securitization Corporation, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	630,855,000	3/30/2017	Firm	Primary Financial Advisor
Anne Arundel County, MD	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	237,435,000	3/29/2017	Firm	Primary Financial Advisor
Medical University of South Carolina	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	25,115,000	3/28/2017	Firm	Primary Financial Advisor
City of San Jose, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	624,270,000	3/28/2017	Firm	Primary Financial Advisor
New York State Urban Development Corporation (ESD)	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	1,842,665,000	3/16/2017	Firm	Primary Financial Advisor
State of Oregon	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	84,880,000	3/16/2017	Firm	Primary Financial Advisor

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RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
City of Pasadena, CA	Refunding of Fixed Rate	Revenue Bonds	Competitive	15,395,000	3/13/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	325,585,000	3/10/2017	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	345,410,000	3/9/2017	Firm	Primary Financial Advisor
State of Maryland	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	1,140,685,000	3/8/2017	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	794,560,000	3/8/2017	Firm	Primary Financial Advisor
State of California	Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	2,792,640,000	3/7/2017	Firm	Primary Financial Advisor
Baltimore County, MD	Fixed Rate New Money	General Obligation Notes	Competitive	346,000,000	3/1/2017	Firm	Primary Financial Advisor
Baltimore County, MD	Refunding of Fixed Rate	General Obligation Bonds	Competitive	199,100,000	3/1/2017	Firm	Primary Financial Advisor
State of Oregon	Fixed Rate New Money	General Obligation Bonds	Competitive	62,100,000	3/1/2017	Firm	Primary Financial Advisor
Metropolitan Water District of Southern California	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	80,000,000	2/24/2017	Firm	Primary Financial Advisor
Vermont Economic Development Authority	Fixed Rate New Money	Commercial Paper	Negotiated; Public Issue	95,000,000	2/23/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	312,825,000	2/15/2017	Firm	Primary Financial Advisor
Santa Clara Valley Water District, CA	Fixed Rate New Money and Refunding of Fixed Rate	Certificates of Participation	Negotiated; Public Issue	59,390,000	2/14/2017	Firm	Primary Financial Advisor
Metropolitan Transportation Authority, NY	Fixed Rate New Money	Revenue Notes	Competitive	700,000,000	2/9/2017	Firm	Primary Financial Advisor
South Carolina State Fiscal Accountability Authority	Fixed Rate New Money	Lease Revenue Bonds	Negotiated; Public Issue	37,060,000	2/9/2017	Firm	Primary Financial Advisor

**ATTACHMENT D
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Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
The City of New York	Refunding of Fixed Rate and Variable Rate to Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	900,065,000	2/8/2017	Firm	Primary Financial Advisor
Piedmont Municipal Power Agency, SC	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	15,850,000	2/7/2017	Firm	Primary Financial Advisor
Los Angeles County Metropolitan Transportation Authority, CA	Fixed Rate New Money	Revenue Bonds	Competitive	454,845,000	1/25/2017	Firm	Primary Financial Advisor
Hillsborough County, FL	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	34,895,000	1/24/2017	Firm	Primary Financial Advisor
Tampa Sports Authority, FL	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	13,590,000	1/20/2017	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	500,000,000	1/18/2017	Firm	Primary Financial Advisor
Orange County Sanitation District, CA	Refunding of Fixed Rate	Revenue Bonds	Competitive	66,370,000	1/17/2017	Firm	Primary Financial Advisor
Triborough Bridge and Tunnel Authority, NY	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	1,202,975,000	1/13/2017	Firm	Primary Financial Advisor
Department of Airports of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	451,170,000	1/5/2017	Firm	Primary Financial Advisor
State of West Virginia	Refunding of Fixed Rate	General Obligation Bonds	Competitive	28,215,000	1/5/2017	Firm	Primary Financial Advisor
Commonwealth of Massachusetts	Issuance of Variable Rate	General Obligation Bonds	Competitive	188,490,000	12/20/2016	Firm	Primary Financial Advisor
State of West Virginia (Commissioner of Highways)	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	53,380,000	12/15/2016	Firm	Primary Financial Advisor
West Virginia Water Development Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	51,105,000	12/7/2016	Firm	Primary Financial Advisor
The City of New York	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue / Competitive	850,000,000	12/6/2016	Firm	Primary Financial Advisor

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Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
The City of New York	Conversion of Variable Rate to Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	154,330,000	12/6/2016	Firm	Primary Financial Advisor
West Virginia Water Development Authority	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	74,320,000	11/30/2016	Firm	Primary Financial Advisor
State of New Hampshire	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	114,360,000	11/17/2016	Firm	Primary Financial Advisor
Department of Airports of the City of Los Angeles, CA	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	226,410,000	11/15/2016	Firm	Primary Financial Advisor
State of New Mexico	Fixed Rate New Money	Revenue Bonds	Competitive	45,815,000	11/15/2016	Firm	Subcontractor
State of Illinois	Fixed Rate New Money	General Obligation Bonds	Competitive	480,000,000	11/8/2016	Firm	Primary Financial Advisor
City of Pasadena, CA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	119,440,000	11/7/2016	Firm	Primary Financial Advisor
Hillsborough County, FL	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	114,230,000	11/2/2016	Firm	Primary Financial Advisor
School Building Authority of West Virginia	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	21,255,000	11/1/2016	Firm	Primary Financial Advisor
Commonwealth Transportation Board, VA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	316,930,000	10/25/2016	Firm	Primary Financial Advisor
Commonwealth of Virginia	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	188,275,000	10/20/2016	Firm	Primary Financial Advisor
State of Georgia	Refunding of Fixed Rate	General Obligation Bonds	Competitive	889,595,000	10/20/2016	Firm	Primary Financial Advisor
Orange County Sanitation District, CA	Refunding of Fixed Rate	Revenue Notes	Competitive	109,875,000	10/20/2016	Firm	Primary Financial Advisor
City and County of San Francisco, CA	Refunding of Fixed Rate	General Obligation Bonds	Competitive	75,130,000	10/19/2016	Firm	Primary Financial Advisor

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Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
State of California	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	1,649,115,000	10/18/2016	Firm	Primary Financial Advisor
City of Virginia Beach Development Authority, VA	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	29,105,000	10/18/2016	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	144,810,000	10/14/2016	Firm	Primary Financial Advisor
State of Illinois	Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	1,303,145,000	10/13/2016	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	1,119,385,000	10/6/2016	Firm	Primary Financial Advisor
State of Oregon	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	43,195,000	10/5/2016	Firm	Primary Financial Advisor
New Jersey Educational Facilities Authority	Fixed Rate New Money; Refunding of Variable Rate to Fixed Rate	Revenue Bonds	Negotiated; Public Issue	21,435,000	9/29/2016	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Fixed Rate New Money	Revenue Bonds	Competitive	1,089,370,000	9/22/2016	Firm	Primary Financial Advisor
State of South Carolina	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	60,950,000	9/22/2016	Firm	Primary Financial Advisor
Hillsborough County, FL	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	39,075,000	9/22/2016	Firm	Primary Financial Advisor
Florida Municipal Loan Council	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	24,520,000	9/20/2016	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue / Competitive	1,050,000,000	9/15/2016	Firm	Primary Financial Advisor
State of Connecticut	Fixed Rate New Money and Refunding of Fixed Rate	Special Tax Obligations	Negotiated; Public Issue	868,265,000	9/14/2016	Firm	Primary Financial Advisor
New York Convention Center Development Corporation	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	420,214,154	9/14/2016	Firm	Primary Financial Advisor

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Name of Issuer	Type of Transaction¹	Type of Credit / Swap / GIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Metropolitan Water District of Southern California	Substitution of Liquidity Facility	Revenue Bonds	Negotiated; Public Issue	103,670,000	9/14/2016	Firm	Primary Financial Advisor
Baltimore County, MD	Fixed Rate New Money	Certificates of Participation	Competitive	63,715,000	9/14/2016	Firm	Primary Financial Advisor
City of Tampa, FL	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	52,115,000	9/14/2016	Firm	Primary Financial Advisor
City of Tampa, FL	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	39,760,000	9/14/2016	Firm	Primary Financial Advisor
Dormitory Authority of the State of New York	Fixed Rate New Money	Revenue Bonds	Competitive	703,165,000	9/8/2016	Firm	Primary Financial Advisor
State of California	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	2,653,000,000	8/30/2016	Firm	Primary Financial Advisor
Commonwealth of Massachusetts	Fixed Rate New Money	General Obligation Bonds	Competitive	1,500,000,000	8/24/2016	Firm	Primary Financial Advisor
City of Phoenix, AZ	Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	226,215,000	8/23/2016	Firm	Primary Financial Advisor
Concord Station Community Development District, FL	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	28,425,000	8/16/2018	Firm	Primary Financial Advisor
The City of New York	Issuance of Variable Rate	General Obligation Bonds	Negotiated; Public Issue	381,000,000	8/11/2016	Firm	Primary Financial Advisor
The City of New York	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue / Competitive	1,050,000,000	8/3/2016	Firm	Primary Financial Advisor
The City of New York	Conversion of Variable Rate to Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	55,500,000	8/3/2016	Firm	Primary Financial Advisor
State of Minnesota	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	798,955,000	8/2/2016	Firm	Primary Financial Advisor
State Road and Tollway Authority, GA	Refunding of Fixed Rate	Revenue Bonds	Competitive	19,265,000	7/20/2016	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Baltimore County, MD	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	150,000,000	7/18/2016	Firm	Primary Financial Advisor
New York City Transitional Finance Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue / Competitive	1,050,000,000	7/14/2016	Firm	Primary Financial Advisor
Hillsborough County, FL	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	207,795,000	7/12/2016	Firm	Primary Financial Advisor
Housing Finance Authority of Miami-Dade County, FL	Issuance of Variable Rate	Revenue Bonds	Negotiated; Public Issue	13,750,000	7/7/2016	Firm	Primary Financial Advisor
Hillsborough County, FL	Refunding of Fixed Rate	Revenue Bonds	Competitive	18,185,000	6/29/2016	Firm	Primary Financial Advisor
City of Los Angeles, CA	Fixed Rate New Money	General Obligation Bonds	Competitive	86,370,000	6/27/2016	Firm	Primary Financial Advisor
Virginia College Building Authority	Refunding of Fixed Rate	Revenue Bonds	Competitive	231,880,000	6/21/2016	Firm	Primary Financial Advisor
New York State Housing Finance Agency	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	302,690,000	6/21/2016	Firm	Primary Financial Advisor
Metropolitan Water District of Southern California	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	239,455,000	6/21/2016	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	225,000,000	6/9/2016	Firm	Primary Financial Advisor
Housing Finance Authority of Miami-Dade County, FL	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	11,052,808	6/9/2016	Firm	Primary Financial Advisor
County of Los Angeles, CA	Fixed Rate New Money	Revenue Notes	Negotiated; Public Issue	800,000,000	6/8/2016	Firm	Primary Financial Advisor
State of Georgia	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	1,370,705,000	6/7/2016	Firm	Primary Financial Advisor
District of Columbia	Fixed Rate New Money	General Obligation Bonds	Negotiated; Public Issue	431,815,000	6/7/2016	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	265,730,000	5/26/2016	Firm	Primary Financial Advisor
City of Virginia Beach, VA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	89,425,000	5/25/2016	Firm	Primary Financial Advisor
The City of New York	Refunding of Fixed Rate and Variable Rate to Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	800,470,000	5/19/2016	Firm	Primary Financial Advisor
Virginia College Building Authority	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	449,765,000	5/18/2016	Firm	Primary Financial Advisor
State of New Mexico	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Competitive	302,070,000	5/17/2016	Firm	Subcontractor
Department of Airports of the City of Los Angeles, CA	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	289,210,000	5/11/2016	Firm	Primary Financial Advisor
Public Utilities Commission of The County of San Francisco, CA	Refunding of Fixed Rate	Revenue Bonds	Competitive	308,400,000	5/10/2016	Firm	Primary Financial Advisor
New York State Thruway Authority	Fixed Rate New Money	Revenue Bonds	Negotiated; Public Issue	850,000,000	5/4/2016	Firm	Primary Financial Advisor
Commonwealth Transportation Board, VA	Fixed Rate New Money	Revenue Bonds	Competitive	273,740,000	5/4/2016	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	275,000,000	5/3/2016	Firm	Primary Financial Advisor
State of Rhode Island and Providence Plantations	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	125,800,000	4/28/2016	Firm	Primary Financial Advisor
School District No.1 in the City and County of Denver, CO	Refunding of Fixed Rate	General Obligation Bonds	Negotiated; Public Issue	143,280,000	4/24/2016	Firm	Primary Financial Advisor
State of California	Fixed Rate New Money and Refunding of Fixed Rate	General Obligation Bonds	Competitive	1,467,705,000	4/19/2016	Firm	Primary Financial Advisor

**ATTACHMENT D
RESPONSE FORM – SECTION 6.2.D.i**

Name of Issuer	Type of Transaction¹	Type of Credit / Swap / QIR²	Method of Sale³	Size of Transaction	Date of Transaction	Experience of the Firm and/or of Key Staff⁴	Description of Services Rendered⁵
New York City Transitional Finance Authority	Fixed Rate New Money	Revenue Bonds	Competitive	750,000,000	4/12/2016	Firm	Primary Financial Advisor
Department of Water and Power of the City of Los Angeles, CA	Fixed Rate New Money and Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	628,615,000	4/7/2016	Firm	Primary Financial Advisor
Public Facilities Financing Authority of the City of San Diego, CA	Refunding of Fixed Rate	Lease Revenue Bonds	Negotiated; Public Issue	103,255,000	4/7/2016	Firm	Primary Financial Advisor
Capital Region Water, PA	Refunding of Fixed Rate	Revenue Bonds	Negotiated; Public Issue	52,175,000	4/7/2016	Firm	Primary Financial Advisor
Grand Total of All Transactions:		\$116,411,553,566					

¹ For example: refunding of fixed rate bonds, issuance of variable rate bonds, refunding of fixed rate bonds to fixed rate bonds, refunding of variable rate demand bonds to fixed rate bonds, conversion of variable rate bonds to fixed rate bonds, substitution of liquidity facility, swap issuance, modification, termination.

² For example: general obligation, revenue, synthetic fixed rate, synthetic variable rate. (If the transaction type is synthetic fixed rate or synthetic variable rate, indicate whether your firm acted as the QIR).

³ Competitive or negotiated (if negotiated, public issue or private placement).

⁴ If such experience is that of the firm or of key staff within the firm.

⁵ Description of Services Rendered should include your specific role in the transaction (e.g., primary financial advisor, secondary financial advisor, M/WBE, partner, co-financial advisor).

EXHIBIT B
ATTACHMENT E
(RESPONSE FORM – SECTION 6.2.D.II(H))

**ATTACHMENT E
RESPONSE FORM – SECTION 6.2.D.ii(h)**

Name of Proposer:	Public Resources Advisory Group, Inc.	
List the firm's and/or key staff's investment advisory experience for <u>governmental clients</u> during the period of April 1, 2016 through March 31, 2018. (Please add or delete rows as necessary).		
Governmental Client	Dollar Amount of Funds Under Management OR for which Investment Advice is Supplied	Type of Service Rendered
West Virginia Economic Development Authority	145,479,107.40	Open Markets Escrow
West Virginia Higher Education Policy Commission	29,886,071.76	Open Markets Escrow
Virginia College Building Authority	672,948,874.82	Open Markets Escrow
City of New York	1,358,581,348.55	Open Markets Escrow
Commonwealth Transportation Board, VA	1,086,266,929.12	Open Markets Escrow
State of South Carolina	70,407,618.52	Open Markets Escrow
State of Minnesota	850,124,289.38	Open Markets Escrow
State of Maryland	967,047,723.90	Open Markets Escrow
State Road and Tollway Authority, GA	313,096,385.13	Open Markets Escrow
Jefferson County, AL	447,299,797.14	Open Markets Escrow
Dormitory Authority of the State of New York	1,999,483,079.00	Open Markets Escrow
State of Georgia	1,794,608,323.25	Open Markets Escrow
Virginia College Building Authority	133,979,184.54	Open Markets Escrow
Hudson Yards Infrastructure Corporation, NY	2,195,187,009.37	Open Markets Escrow

**ATTACHMENT E
RESPONSE FORM – SECTION 6.2.D.ii(h)**

Governmental Client	Dollar Amount of Funds Under Management OR for which Investment Advice is Supplied	Type of Service Rendered
Metropolitan Transportation Authority, NY	426,541,931.87	Open Markets Escrow
State of Rhode Island and Providence Plantation	81,132,328.29	Open Markets Escrow
Albany County Airport Authority, NY	16,794,548.23	Open Markets Escrow
Anne Arundel County, MD	72,794,199.57	Open Markets Escrow
Medical University of South Carolina	27,190,781.53	Open Markets Escrow
New York City Transitional Finance Authority	927,775,929.10	Open Markets Escrow
Empire State Development	636,705,850.63	Open Markets Escrow
State of Maryland	537,418,607.86	Open Markets Escrow
West Virginia Water Development Authority	41,546,227.05	Open Markets Escrow
State of West Virginia (Commissioner of Highways)	48,914,547.06	Open Markets Escrow
State of Minnesota	391,974,000.00	Open Markets Escrow
State of Georgia	343,705,016.72	Open Markets Escrow
New York State Thruway Authority	858,514,728.34	Construction Fund/Capitalized Interest
# of Clients: 27	Grand Total: \$16,475,404,438.13	

EXHIBIT C
ATTACHMENT F
(RESPONSE FORM – SECTION 6.2.D.II(I))

ATTACHMENT F
RESPONSE FORM – SECTION 6.2.D.ii(i)

Name of Proposer:		Public Resources Advisory Group, Inc.				
<ul style="list-style-type: none"> • Attach a project organizational chart detailing the role and responsibilities of each individual to be assigned to this engagement. • Include resumes of individuals of the firm directly assigned as listed in the table below. 						
(Please add or delete rows as necessary).						
Name	Specific Role and Responsibilities for This Assignment	Qualifying Experience	Number of Years in Financial Industry	Number of Years With This Firm	Percentage of Time Devoted to This Assignment	Passed the Series 50 Exam (Yes/No)
Steven Peyser	Project Supervisor	Mr. Peyser has advised following New York State issuers: LGAC, the State of New York (DOB and OSC), The City of New York, ESD, the New York State Thruway Authority, the New York State Housing Finance Agency, the Municipal Bond Bank Agency, the Hudson Yards Development Corporation, the New York Institute of Technology and the New York Mets.	35	33	15%	Yes
Monika Conley	Project Manager	Ms. Conley serves as project manager for LGAC and the State of New York – Office of the State Comptroller as well as ESD and Albany County Airport Authority. She has worked with the DOB, the New York State Thruway Authority, Monroe County Airport Authority and the Town of Hempstead.	26	26	30%	Yes
Andrew Evanchik	Quantitative and Investment Specialist	Mr. Evanchik provides quantitative analyses for the transactions of PRAG's clients including LGAC, the State of New York (DOB and OSC), The City of New York, TFA, HFA, ESD and DASNY, among others. He also provides investment analyses for LGAC and other PRAG's clients.	15	15	25%	Yes

Name	Specific Role and Responsibilities for This Assignment	Qualifying Experience	Number of Years in Financial Industry	Number of Years With This Firm	Percentage of Time Devoted to This Assignment	Passed the Series 50 Exam (Yes/No)
Forman	Swap Specialist	Mr. Forman provides quantitative analyses for the derivative transactions for PRAG's clients.	8	8	10%	Yes
Xun Lin	Project Assistant	Mr. Lin provides quantitative and credit support for several New York issuers including LGAC, the State of New York, the New York State Thruway Authority, The City of New York and TFA.	10	7	10%	Yes
Qian Wan	Project Assistant	Ms. Wan provides quantitative market and credit support on several of PRAG's engagements.	1	1	10%	Yes
Total (cannot exceed 100%):					<u>100</u> %	

EXHIBIT D

**PROOFS OF REGISTRATION AS
MUNICIPAL FINANCIAL ADVISOR AND AS
INVESTMENT ADVISOR**



MSRB

Municipal Securities
Rulemaking Board

Certificate of Current MSRB Registration

The Municipal Securities Rulemaking Board (MSRB) certifies that the organization listed below is registered with the MSRB as of the date of this letter.

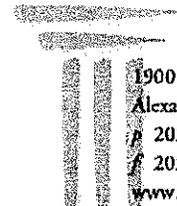
MSRB ID:	K0133	Registration Date:	November 16, 2010
Registration Type:	Municipal Advisor	Company Name:	Public Resources Advisory Group

This certificate may be verified by contacting the MSRB Market Information Department at (703) 797-6668 or by email to MarketInformation@msrb.org.

Signature: Stephanie Braddell

Name: Stephanie Braddell, Operations Manager

Date: September 15, 2011



1900 Duke Street, Suite 660
Alexandria, VA 22314
P 202 223 9347
F 202 872 0347
www.msrb.org

AMENDMENT OF A PRIOR
APPLICATION FOR MUNICIPAL
ADVISOR REGISTRATION FOR
BUSINESS ENTITIES

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

OMB Number: 3235-0681

Estimated average burden hours per
response: 0.5

Form MA Applicant's Information

CIK 0001612223

CCC

Submission Contact Information

Contact Person for this Filing Kimberly McManus
Contact Phone 973-618-9500
Contact Email Address kmcmanus@alternativereg.com
Contact Email Address

Please read the General Instructions for this form and other forms in the MA series, as well as its subsection, "Specific Instructions for Certain Items in Form MA," before completing this form. All italicized terms herein are defined or described in the Glossary of Terms appended to the General Instructions.

Part I

This form must be completed by *municipal advisors* that are organized entities, including sole proprietors (referred to herein as "*municipal advisory firms*" or "firms," unless the context indicates otherwise).

WARNING:

Complete this form truthfully. False statements or omissions may result in denial of application, revocation of registration, administrative or civil action, or criminal prosecution. Form MA must be amended promptly upon the occurrence of certain material events, and updated at least annually, within 90 days of the end of the *municipal advisor's* fiscal year, or, if a sole proprietor, the *municipal advisor's* calendar year. See *General Instruction 8*.

Type of Filing:

This is an:

Check the appropriate box.

Initial application to register as a *municipal advisor* with the SEC.

Execution Page: After completing this form, you must complete the Execution Page.

Supporting Documentation: If you are required to make reportable disclosures in the Disclosure Reporting Pages, you must attach the supporting documentation.

Non-Resident Applicants: If you are a non-resident of the United States, certain additional requirements must be met at the time of filing your application, or processing of your application may be delayed. See General Instruction 2.c. and subsection "General Instructions to Form MA-NR" of the General Instructions.

Annual update of *municipal advisor's* Form MA, for fiscal year ended _____, or, if a sole proprietor, for calendar year ended December 31.

Execution Page: After completing this form, you must complete the Execution Page.

Changes: Are there any changes in this *annual update* to information provided in the *municipal advisor's* most recent Form MA, other than the updated Execution Page? Yes No

Amendment (other than *annual update*) to any part of the *municipal advisor's* most recent Form MA.

Execution Pages: After completing this form, you must complete the Execution Page.

Item 1 Identifying Information

A. Full Legal Name of the Firm

(1) Firm Name: Public Resources Advisory Group, Inc.

Organization CRD No., if any: 000113338

(2) Sole Proprietor: If the applicant is a sole proprietor, check here, and provide full last name, first name, middle name, and suffix, if any:

(3) Name Change: If full legal name has changed since the *municipal advisor's* most recent Form MA, check here and provide the previous full legal name.

(specify)

B. Doing-Business-As (DBA) Name

(1) If the name under which *municipal advisor-related* business is primarily conducted is different from Item 1-A., check here and provide the DBA name.

(2) Previous DBA Name: If name under which *municipal advisor-related* business is primarily conducted has changed since the *municipal advisor's* most recent Form MA, check here and provide the previous name under which the *municipal advisor-related* business was primarily conducted.

(3) Additional Names:

(a) Is *municipal advisor-related* business conducted under any additional names? Yes No

(b) List any additional names on Section 1-B of Schedule D.

C. (1) IRS Employer Identification Number: 13-3266119

(2) If the applicant (such as a sole proprietor), has no employer identification number, provide the applicant's social security number:

The Social Security Number will not be included in publicly available versions of this registration form.

D. Registrations

(1) **Form MA-T Registration:** Was the applicant previously registered on Form MA-T as a *municipal advisor*? Yes No

If "Yes", enter the SEC File No. MA-T: 866-00075-00

(2) **Other Registrations:** Is the applicant registered as or with any of the following?

Check all that apply. For each registration box you checked, provide the requested file number(s). An applicant firm should NOT provide the organization CRD number, or other specified number, of any of its organizational affiliates, or the individual CRD number of its officers, employees, or natural person affiliates.

Municipal Advisor SEC File No.: 867-00146
 Municipal Securities Dealer SEC File No.:
 Broker-Dealer SEC File No.:
 Organization CRD No.:

Investment Adviser
 SEC -Registered SEC File No.:
 Organization CRD No.:
 Exempt Reporting Adviser SEC File No.:
 Organization CRD No.:

Registered in US State or Other US Jurisdiction Organization CRD No.: 000113338

Investment Adviser Registration in a US State or Other US Jurisdiction: If predecessor *municipal advisory firm* is registered in a US state or other jurisdiction as an *investment adviser*, enter the organization CRD Number above. In the table below, select each US state or jurisdiction in which the predecessor *municipal advisory firm* is so registered.

Check All That Apply:		US State or Jurisdiction	(Code)
<input type="checkbox"/>	Alabama	Montana	(MT)
<input type="checkbox"/>	Alaska	Nebraska	(NE)
<input type="checkbox"/>	Arizona	Nevada	(NV)
<input type="checkbox"/>	Arkansas	New Hampshire	(NH)
<input type="checkbox"/>	California	New Jersey	(NJ)
<input type="checkbox"/>	Colorado	New Mexico	(NM)
<input checked="" type="checkbox"/>		New York	(NY)

<input type="checkbox"/> Connecticut	(CT)	<input type="checkbox"/> North Carolina	(NC)
<input type="checkbox"/> Delaware	(DE)	<input type="checkbox"/> North Dakota	(ND)
<input checked="" type="checkbox"/> District of Columbia	(DC)	<input type="checkbox"/> Ohio	(OH)
<input checked="" type="checkbox"/> Florida	(FL)	<input type="checkbox"/> Oklahoma	(OK)
<input type="checkbox"/> Georgia	(GA)	<input type="checkbox"/> Oregon	(OR)
<input type="checkbox"/> Guam	(GU)	<input checked="" type="checkbox"/> Pennsylvania	(PA)
<input type="checkbox"/> Hawaii	(HI)	<input type="checkbox"/> Puerto Rico	(PR)
<input type="checkbox"/> Idaho	(ID)	<input type="checkbox"/> Rhode Island	(RI)
<input type="checkbox"/> Illinois	(IL)	<input type="checkbox"/> South Carolina	(SC)
<input type="checkbox"/> Indiana	(IN)	<input type="checkbox"/> South Dakota	(SD)
<input type="checkbox"/> Iowa	(IA)	<input type="checkbox"/> Tennessee	(TN)
<input type="checkbox"/> Kansas	(KS)	<input type="checkbox"/> Texas	(TX)
<input type="checkbox"/> Kentucky	(KY)	<input type="checkbox"/> Utah	(UT)
<input type="checkbox"/> Louisiana	(LA)	<input type="checkbox"/> Vermont	(VT)
<input type="checkbox"/> Maine	(ME)	<input type="checkbox"/> Virgin Islands	(VI)
<input type="checkbox"/> Maryland	(MD)	<input type="checkbox"/> Virginia	(VA)
<input type="checkbox"/> Massachusetts	(MA)	<input type="checkbox"/> Washington	(WA)
<input type="checkbox"/> Michigan	(MI)	<input type="checkbox"/> Wisconsin	(WI)
<input type="checkbox"/> Minnesota	(MN)	<input type="checkbox"/> West Virginia	(WV)
<input type="checkbox"/> Mississippi	(MS)		
<input type="checkbox"/> Missouri	(MO)		

Government Securities Broker-Dealer

SEC File No.:

Bank Identifier:

Other SEC Registration
(Specify):

SEC File No. (if any):

EDGAR CIK (if any):

Another federal or state
regulator(Specify):

Registration No. (if any):

(3) Additional Registrations:

(a) Does the applicant have any additional registrations that are not listed in subsection (2)? Yes No

(b) List any such additional registrations on **Section 1-D of Schedule D**.

E. Principal Office and Place of Business

(1) Address: Do not use a P.O. Box.

Street Address 1: 39 BROADWAY
 Street Address 2: SUITE 1210
 City: NEW YORK
 State/Country: NEW YORK
 Postal Code: 10006
 Telephone Number at this location: 212-566-7800

Fax Number (if any) at this location: 212-566-7816

For non-US telephone and fax numbers, include country code with area code and local number.

Is this address a private residence? A private residential address will not be included in publicly available versions of this registration form. Yes No

(2) Additional Offices:

(a) Is *municipal advisor-related* business conducted at any office(s) other than applicant's principal office and place of business listed above? Yes No

(b) If "Yes," list the five largest such additional offices on **Section 1-E of Schedule D**.

(3) Mailing Address: Is the mailing address different from principal office and place of business address in Item 1-E(1)? Yes No

If "Yes," complete this item.

Street Address 1: 39 BROADWAY

Street Address 2: SUITE 1210

City: NEW YORK

State/Country: NEW YORK

Postal Code: 10006

Is this address a private residence? A private residential address will not be included in publicly available versions of this registration form. Yes No

F. Website

(1) Provide the address of the applicant's principal website (if any):

(specify) WWW.PRAGADVISORS.COM

(2) Does the applicant have any additional websites? Yes No

(3) Total number of additional websites

(specify)

(4) List all additional website addresses on **Section 1-F of Schedule D**.

G. If the applicant has a *Chief Compliance Officer*, provide his or her name and contact information

Please note that the applicant must provide name and contact information for either a *Chief Compliance Officer* in Question 1.G., or another contact *person* in Question 1.H below. Both may be provided.

Enter all the letters of each name and not initials or other abbreviations. If no middle name, enter NMN on that line.

Last Name: McManus

First Name: Kimberly

Middle Name: Marie

Other title(s), if any: President of ARS

Street Address 1: 101 Eisenhower Parkway

Street Address 2: Suite 404

City: Roseland

State/Country: NEW JERSEY

Postal Code: 07068

For non-US telephone and fax numbers, include country code with area code and local number.

Item 1: Cover Page

PUBLIC RESOURCES ADVISORY GROUP, INC.

Form ADV Part 2A

Investment Adviser Brochure

March 2018

This Investment Adviser Brochure provides information about the qualifications and business practices of Public Resources Advisory Group, Inc. If you have any questions about the contents of this Brochure, please contact Thomas F. Huestis, Senior Managing Director and Chief Compliance Officer, at (610) 565-5990 or at thuestis@pragadvisors.com. The information in this Brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority. Additional information about Public Resources Advisory Group is also available on the SEC's website at www.adviserinfo.sec.gov. You may search this site using a unique identifying number, known as a CRD number, Public Resources Advisory Group, Inc.'s CRD Number is 113338.

From time to time we may refer to our firm as including registered investment advisers or to our firm as a registered investment adviser. The words "registered investment adviser" are not meant to imply a certain level of skill or training but is common language used to describe a type of business in the investment management industry of the United States.

39 Broadway, Suite 1210
New York, NY 10006
(212) 566-7800
thuestis@pragadvisors.com
www.pragadvisors.com

Item 2: Summary of Material Changes

Annual Update

In this Item of Public Resources Advisory Group, Inc.'s (PRAG or the Firm) Form ADV 2, the Firm is required to discuss any material changes that have been made to Form ADV since the last Annual Amendment, dated March 29, 2017.

Material Changes since the Last Annual Amendment

Since the last ADV Annual Amendment filing, the Firm has the following material changes to report:

- The Firm has updated its disclosure regarding its fees and how fees are charged. Please see Item 5 – Fees and Compensation for more information.

Full Brochure Available

PRAG's Form ADV may be requested at any time, without charge by contacting Thomas F. Huestis, Senior Managing Director and Chief Compliance Officer at (610) 565-5990 or at thuestis@pragadvisors.com.

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Item 4: Advisory Business

Firm Description

Public Resources Advisory Group, Inc. (PRAG or the Firm) was founded in 1985 and provides financial and investment advisory services to state and local governments and their authorities and agencies, and to not-for profit entities that can access the municipal debt market. PRAG typically provides investment advisory services relating to the reinvestment of proceeds from bond issues and other reserve or surplus funds. The investment advisory services described in this Brochure represent less than 5% of the total revenues of PRAG.

Principal Owners

The firm is a subchapter S corporation owned by certain of its employees. Principal Owners who own at least 25% of the shares of the firm are listed below:

- Steven Peyser, President

Types of Advisory Services

As indicated above, PRAG typically provides investment advisory services related to the reinvestment of bond proceeds. PRAG assists clients as they determine the following:

- Origin, characteristics and expected use for funds reinvested;
- Investment objectives for those funds;
- Applicable legal, policy and other restrictions;
- Appropriate investment strategies and vehicles to achieve client's investment objectives;
- The relative benefits and disadvantages of available alternatives including credit characteristics;
- Strategies to conduct a competitive approach to procure investments; and
- Such other investment advisory services as requested, including review of investment policies

Tailored Relationships

PRAG provides advice to its clients relating to the investment of funds on an individual client basis in accordance with a client's legal and credit constraints. These investments include obligations of U.S. Treasury and U.S. Government-sponsored enterprises and agencies, certificates of deposit and state and local government debt securities. PRAG also provides advice to clients on structured investment agreements including: repurchase agreements, forward supply agreements, forward purchase agreements and guaranteed investment agreements.

Wrap Fee Programs

PRAG does not participate in a wrap fee program.

Fiduciary Statement

PRAG and its employees are fiduciaries who must take into consideration the best interests of the Firm's clients. PRAG will act with competence, dignity, integrity, and in an ethical manner, when dealing with clients. PRAG will use reasonable care and exercise independent professional judgement when conducting investment analysis, making investment recommendations, promoting the Firm's services, and engaging other professional activities.

Client Assets

PRAG does not manage client assets.

Item 5: Fees and Compensation

Compensation

Fees for client assignments are billed on either an hourly basis, a flat fee basis, or fees based upon the percentage of the investment purchased or sold. Typically, total project compensation for each of the separate billing arrangements listed above ranges from \$10,000 to \$100,000 and is determined on an individual agreement basis and based upon the specific services rendered. Fees are negotiated with the client and fully disclosed to clients prior to the services being provided.

The fees noted above are based on various criteria, including, but not limited to the complexity of the engagement, size of the investment to be purchased or sold, the estimated time required to complete the assignment, the degree of responsibility assumed, special skills needed to solve problems, the application of experience and knowledge of the client's situation and federal tax law, if applicable.

Fees vary by client and by project. All fees charged (flat, hourly or fees based on the percentage of the investment purchased or sold) are based on the criteria described above. Fees based upon the percentage of the investment purchased or sold may be subject to a minimum and/or maximum fee. For hourly fees, hourly rates may be a blended rate for all professionals or can be based upon the professional level of the individual providing the service and generally range from \$50 to \$400 per hour. Hourly fees may also be subject to a maximum fee.

Also see "Other Fees" below for disclosure about fees to PRAG paid by investment providers.

PRAG's fees may be negotiable depending on the client's needs and certain clients may pay more or less than the typical fee range based on the criteria described above.

Calculation and Payment

Fees are only payable in arrears, due monthly or following the completion of an assignment. Fees are not collected in advance.

Other Fees

Compensation for investment advisory services may either be payable to PRAG as described above or by the investment provider or the seller of the securities (the "Providers").

Compensation is generally a flat fee or a percentage-based fee based upon the amount of the investment. These types of investments are generally structured investment agreements such as repurchase agreements, forward supply agreements, forward purchase agreements and guaranteed investment agreements, and may also include U.S. Treasury and Agency security portfolios.

Compensation paid by Providers for the purchase or sale of investments related to tax-exempt bond proceeds is generally at or below the U.S. Department of Treasury, Internal Revenue Service's safe harbor – which is an amount equal to 0.2 percent (%) of the investment amount or computational base, where the computational base is defined in the U.S. Department of Treasury, Internal Revenue Service final regulations relating to Arbitrage Restrictions Applicable to Tax-exempt Bonds issued by State and Local Governments.

Compensation related to tax-exempt bond proceeds may also be subject to a minimum and a maximum fee on a per-investment basis, generally based on size or complexity of the type of investment and Federal tax law. Compensation is only collected following the completion of an assignment and not collected in advance. All amounts of such compensation are fully disclosed and approved by the client.

PRAG may charge its clients for the reimbursement of certain expenses. These expenses may include the cost of travel, communication and delivery expenses incurred in connection with the services provided.

Other than the advisory fees described above, neither PRAG nor any of its supervised persons (employees) accept any other forms of compensation for the sale of securities or other investment products. Clients may also incur other fees including transaction costs of the Provider.

Termination

Either party may terminate an agreement upon 30 days written notice. If cancelled, PRAG will refund any pre-paid fees. Any earned, unpaid fees will be due and payable.

Item 6: Performance-Based Fees and Side-by-Side Management

Neither PRAG nor any of its supervised persons (employees) accept performance-based fees, as they may create an incentive for the adviser to recommend an investment that may carry a higher degree of risk to the client.

Item 7: Types of Clients

Types of Clients

PRAG provides advisory services to state and municipal government entities and charitable organizations.

Account Minimums

PRAG has no minimum account size requirements.

Item 8: Methods of Analysis, Investment Strategies and Risk of Loss

Methods of Analysis

PRAG uses on-line services and obtains indicative pricing levels from broker-dealers and other investment providers. The firm also uses financial newspapers, research prepared by others and corporate rating services. In addition, PRAG provides investment strategies on structured investment agreements.

Investment Strategies

Our firm assists clients in their effort to determine the following: (i) characteristics and expected use for funds reinvested; (ii) investment objectives for those funds; (iii) applicable legal, policy and other restrictions; (iv) appropriate investment strategies and vehicles to achieve client's investment objectives; (v) the relative benefits and disadvantages of available alternatives including credit characteristics; and (vi) strategies to conduct a competitive approach to procure investments. Our investment management services to municipal issuers and borrowers are based on two objectives: preserving principal and maintaining liquidity, if applicable. Once these goals have been secured, we optimize returns in a manner consistent with the first two objectives.

The firm assists in the investment of short-term public funds, which consists mainly of bond proceeds, escrow funds and reserve funds. The firm assists with the development of an investment policy, applies its analytical capabilities towards analyzing cash flows, recommends alternative investment products and approaches, and then efficiently manages client transactions using market competition to ensure the best results for our client.

PRAG uses a competitive approach for the purchase or sale of fixed income investments except in the case of State and Local Government Series securities which are available solely from the U.S. Department of Treasury and are purchased directly from them. The firm has experience in analyzing and securing a range of investment products for our clients including a dedicated portfolio of treasury and/or securities, guaranteed investment contracts, repurchase agreements, forward supply contracts, forward rate agreements, investment agreements and repurchase agreements.

Risks of Investing

These investments involve risk of loss that clients should consider and may include the following:

- **Credit Risk:** The risk that credit of the entity issuing the fixed income investment declines thereby causing the market value of the fixed income investment to decrease.
- **Interest-rate Risk:** Fluctuations in interest rates may cause prices to fluctuate. For example, when interest rates rise, the market value of the fixed income investment declines.
- **Market Risk:** The price of an investment may drop in reaction to tangible and intangible events and conditions. This type of risk is caused by external factors. For example, political, economic and social conditions may trigger market events.
- **Inflation Risk:** When any type of inflation is present, a dollar tomorrow will not buy as much as a dollar today, because purchasing power is eroding at the rate of inflation.
- **Reinvestment Risk:** This is the risk that future proceeds from investments may have to be reinvested at a potentially lower rate of return.
- **Counterparty Risk** is a risk that the counterparty may fail to meet its obligation as specified in the investment documents. In the case of such failure, the issuer may have to pay to obtain a new counterparty.
- **Termination Risk** is the risk that an investment agreement will be terminated by the counterparty before maturity and market conditions are such that the issuer would be required to make a termination payment to the counterparty. An investment agreement can be terminated for specified reasons, such as a default, downgrade or the issuer exercising its right of optional termination.

Item 9: Disciplinary Information

There are no material, legal or disciplinary events that PRAG or its management has been involved in related to past or present investment clients.

Item 10: Other Financial Industry Activities and Affiliations

Financial Activities and Affiliations – Principal Business

PRAG's principal business activity is providing municipal advisory services to state and local governments, and their authorities and agencies on the issuance of debt securities in the primary market and represents at least 95% of the firm's revenues. The remaining 5% or less of the revenues of the firm are derived from investment advisory services described in this Brochure.

Financial Industry Activities – Broker/Dealer

PRAG is not registered as a broker-dealer, and none of its management persons are registered representatives of a broker-dealer.

Financial Industry Activities - Commodities

Neither PRAG nor any of its management persons is registered as (or associated with) a futures commissions merchant, commodity pool operator, or a commodity trading advisor.

Financial Industry Activities – Municipal Advisor

PRAG is a Registered Municipal Advisor with the SEC, subject to Municipal Securities Rulemaking Board (MSRB) regulation.

Other Investment Advisors

PRAG does not recommend or select other investment advisors for its clients.

Item 11: Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics

Employees are required to put the best interests of the client first. Employees must comply with a Code of Ethics (Code). The Code contains provisions reasonably necessary to deter misconduct and conflicts of interest and to detect any violation. The Code's key provisions include, but are not limited to:

- Statement of General Principles
- Standards of Business Conduct
 - Policy on gifts and entertainment
 - Policy on political contributions
 - Reviews outside business activities to ensure there is no conflict with the firm's activities
 - All marketing and promotional activities must be professional, accurate and balanced
- Acknowledgement of the Code

Any individual not in compliance with the Code of Ethics may be subject to termination. Clients and prospective clients can obtain a copy of PRAG's Code of Ethics by contacting Thomas F. Huestis, Senior Managing Director at (610) 565-5990 or at thuestis@pragadvisors.com.

Participation or Interest in Client Transactions – Personal Securities Transactions and Insider Trading

Employees are required to put the best interests of the client first. Employees must comply with a Code of Ethics provision which prohibits trading, either personally or on

behalf of others, for any client account or any other account, while in possession of material, nonpublic information. Personnel are also prohibited from communicating material, nonpublic information to others in violation of the law.

Participation or Interest in Client Transactions

PRAG employees are prohibited from trading either personally or on behalf of others for any client security while in possession of material, nonpublic information. Personnel are also prohibited from communicating material, nonpublic information to others in violation of the law.

Item 12: Brokerage Practices

Soft Dollar Benefits, Brokerage for Client Referrals, and Trade Aggregation

PRAG does not receive soft dollar benefits, use client brokerage to compensate or otherwise reward brokers for referrals. PRAG does not trade on behalf of client accounts. As such, PRAG does not aggregate or block trades.

Directed Brokerage

PRAG does not recommend, request or require clients to direct brokerage. PRAG generally recommends using a competitive procurement process to assist its clients with the purchase or sale of investment products. The investment products usually consist of direct obligations of the United States Treasury, obligations of U.S. Government Sponsored Enterprises or U.S. Agencies, repurchase agreements, forward supply agreements, forward purchase agreements and guaranteed investment agreements. Subject to the terms and conditions of a request for offers or a request for bids for investment products, PRAG almost always recommends its client accept the best price for the investment products being purchased or sold, except in the case of State and Local Government Series securities which are available solely from the U.S. Department of Treasury and are purchased directly from them based on established interest rates.

Item 13: Review of Accounts

Review of Accounts and Reporting

A typical client seeks assistance with investing debt proceeds through a competitive procurement process for investment provider(s). Engagements are often short-term, generally 3 to 6 weeks in total. Investment providers or brokers are used in a competitive bid process. Clients are provided with a number of reports, including, but not limited to an engagement summary, timetable and term/bid sheet. Triggering factors for additional reviews may include a Client's request, significant changes in market conditions, or at the Investment Adviser Representative's (IAR's) discretion.

Engagements are overseen and reviewed by one or more of the following professionals: Steven Peyser, President; Edmund Soong, Executive Vice President; Louis Choi, Senior

Managing Director; D. Mark Gooding, Senior Managing Director; Thomas Huestis, Senior Managing Director and Chief Compliance Officer; Michelle Issa, Senior Managing Director; Janet Lee, Senior Managing Director; Jocelyn Mortensen, Senior Managing Director; Monika Conley, Senior Managing Director; May L. Chau, Senior Managing Director; Marianne F. Edmonds, Senior Managing Director; Andrew Evanchik, Senior Managing Director; and Wendell G. Gaertner, Senior Managing Director, John Schopfer, Senior Managing Director, Christine Fay, Senior Managing Director; and Jessica Donnelly Kyj, Senior Managing Director.

Item 14: Client Referrals and Other Compensation

Other Compensation

PRAG does not receive any economic benefits (other than normal compensation) from any firm or individual for providing investment advice.

Compensation – Client Referrals

PRAG does not make or accept referral fees or any form of remuneration from other professionals when a prospect or client is referred to them.

Item 15: Custody

PRAG does not have custody of funds or securities of our clients or provide account statements to them.

Item 16: Investment Discretion

As noted above, PRAG does not trade on behalf of client accounts. PRAG does not accept or have discretionary authority to manage accounts.

Item 17: Voting Client Securities

The types of investments for which PRAG provides investment advisory services do not issue proxies.

Item 18: Financial Information

PRAG has no financial commitment that impairs its ability to meet contractual and fiduciary commitments to clients, and has not been the subject of a bankruptcy proceeding.

PRAG is not required to provide a balance sheet; PRAG does not serve as a custodian for client funds or securities, and does not require prepayment of fees of more than \$500 per client, and more than six months in advance.

Item 19: Requirements for State Registered Advisors

Management Background

See response to Form ADV Part 2B - Investment Adviser Brochure Supplement.

Other Business

See response to Item 10 – Other Financial Industry Activities and Affiliations.

Performance-Based Fees

Neither PRAG nor any supervised persons are compensated by performance-based fees.

Disciplinary Disclosures

Neither PRAG nor any management persons have been involved in any activities resulting in a disciplinary disclosure.

Issuer of Securities

The firm does not enter into relationships or have arrangements with issuers of municipal debt securities for whom we may provide municipal advisory services that is not disclosed in writing to our investment advisory clients, if such arrangement or relationship could in any way result in a conflict of interest.

Public Resources Advisory Group, Inc.

Form ADV Part 2B

Investment Adviser Brochure Supplement

Supervisors: Steven Peyser / Edmund Soong/ Thomas Huestis

Other Supervised Persons:

May L. Chau
Louis Choi
Monika Conley
Jessica Donnelly Kyj
Marianne F. Edmonds
Andrew Evanchik
Christine Fay
Daniel Forman
Wendell G. Gaertner
D. Mark Gooding
Michelle Issa
Janet Lee
Xun Lin
Jocelyn Mortensen
John Schopfer

March 2018

This Brochure supplement provides information about the Firm's Supervised Persons that supplements the Public Resources Advisory Group, Inc.'s Brochure. You should have received a copy of that Brochure. Please contact Thomas F. Huestis, Senior Managing Director and Chief Compliance Officer at (610) 565-5990 or at thuestis@pragadvisors.com if you did not receive Public Resources Advisory Group, Inc.'s Brochure or if you have any questions about the contents of this supplement.

Additional information about the Firm's Supervised Persons is also available on the SEC's website at www.adviserinfo.sec.gov. You may search this site using a unique identifying number, known as a CRD number for each Supervised Person.

39 Broadway, Suite 1210
New York, NY 10006
(212) 566-7800
thuestis@pragadvisors.com
www.pragadvisors.com

Educational Background and Business Experience

Education and Business Background

PRAG requires its employees to have extensive educational and business experience in advising state and local governments or in finance. Employees are generally expected to be college graduates with prior experience in finance, financial advisory, investment banking or other complementary fields.

Supervised Persons

Steven Peyser, President
CRD #4582797

Year of Birth: 1958

Business Background:

Public Resources Advisory Group, Inc.

1986 to Present

Education:

BA Economics and History, Cornell University

MBA University of Pennsylvania, Wharton School of Business

Edmund Soong, Executive Vice President
CRD #1860412

Year of Birth: 1964

Business Background:

Public Resources Advisory Group, Inc.

1997 to Present

Education:

BS Computer Science, Columbia University School of Engineering and Applied Science

May L. Chau, Senior Managing Director

Year of Birth: 1976

Business Background:

Public Resources Advisory Group, Inc.

2012 to Present

Barclays Capital, Vice President

2008 to 2012

Lehman Brothers, Vice President

1998 to 2008

Education:

BA Finance, State University at Albany

MIS, State University at Albany

*Louis Choi, Senior Managing Director
CRD #4465453*

Year of Birth: 1975

Business Background:

Public Resources Advisory Group, Inc.

2005 to Present

Education:

BS Biochemistry, University of California, Los Angeles

BA General Physics, University of California, Los Angeles

Jessica Donnelly Kyj, Senior Managing Director

Year of Birth: 1979

Business Background:

Public Resources Advisory Group, Inc.

2015 to Present

Citigroup Global Markets, Inc., Director

2001 to 2015

Education:

BS Management with concentration in Finance, Tulane University

Monika Conley, Senior Managing Director

Year of Birth: 1949

Business Background:

Public Resources Advisory Group, Inc.

1992 to Present

Education:

BS and MS Central School of Planning and Statistics, Warsaw, Poland

MBA Columbia University Graduate School of Business, New York

Ph.D New York University

Marianne F. Edmonds, Senior Managing Director

Year of Birth: 1948

Business Background:

Public Resources Advisory Group, Inc.

2005 to Present

Education:

BA Mathematics, Northwestern University

MBA University of Pennsylvania, Wharton School of Business

Andrew Evanchik, Senior Managing Director

Year of Birth: 1979

Business Background:

Public Resources Advisory Group, Inc.

2004 to Present

Education:

BS Systems Engineering, University of Virginia

MS Financial Engineering, Columbia University

Christine Fay, Senior Managing Director

Year of Birth: 1979

Business Background:

Public Resources Advisory Group, Inc.

2008 to Present

Education:

BA Economics, University of Pennsylvania

MBA, UCLA Anderson School of Business

Wendell G. Gaertner, Senior Managing Director

Year of Birth: 1962

Business Background:

Public Resources Advisory Group, Inc.

2013 to Present

Merrill Lynch, Pierce, Fenner & Smith, Director

2009* to 2013

Banc of America Securities, Principal
(* Dual employee during merger)

2001 to 2010*

Education:

BS Chemistry, University of Miami

MBA, Stetson University

D. Mark Gooding, Senior Managing Director
CRD# 2055950

Year of Birth: 1959

Business Background:

Public Resources Advisory Group, Inc.

2002 to Present

Education:

BA Economics, Ohio Wesleyan University

MBA Finance, State University of New York at Albany

*Thomas F. Huestis, Senior Managing Director/
Chief Compliance Officer
CRD #1996652*

Year of Birth: 1962

Business Background:

Public Resources Advisory Group, Inc.

2002 to Present

Education:

BA Government, Franklin & Marshall College

MBA Carnegie Mellon University, Tepper School of Business

*Michelle Issa, Senior Managing Director
CRD #1728758*

Year of Birth: 1957

Business Background:

Public Resources Advisory Group, Inc.

2009 to Present

Banc of America Securities, Managing Director

2003 to 2009

Education:

BS Economics, Wharton School of Business

MBA University of California, Berkeley

Janet Lee, Senior Managing Director

Year of Birth 1965

Business Background:

Public Resources Advisory Group, Inc.

1992 to Present

Education:

BA Government, Cornell University

MBA NYU Stern School of Business

*Jocelyn Mortensen, Senior Managing Director
CRD #2037329*

Year of Birth: 1958

Business Background:

Public Resources Advisory Group, Inc.

2005 to Present

Education:

AB English, University of California, Berkeley

MBA Finance, University of California, Berkeley

*Daniel Forman, Managing Director
CRD #5798599*

Year of Birth: 1984

Business Background:

Public Resources Advisory Group, Inc.

2012 to Present

State Street Bank, Financial Engineer

2010 to 2012

Education:

BA Physics/Economics, Swarthmore College

MS Financial Engineering, Baruch College

*Xun Lin, Vice President
CRD #5774047*

Year of Birth: 1987

Business Background:

Public Resources Advisory Group, Inc.

2012 to Present

Raymond James and Associates, Inc.
Public Finance Analyst

2010 to 2012

Education:

BS Business Management, Skidmore College

Professional Designation:

Chartered Financial Analyst (CFA)

John Schopfer, Senior Managing Director

Year of Birth: 1953

Business Background:

Public Resources Advisory Group, Inc.

2016 to Present

TD Securities, USA, LLC
Director

2010 to 2016

Education:

BA American History, Drew University

JD, Law School of the University of Pennsylvania

Professional Designations

PRAG's supervised persons may maintain certain professional designations, which required the following minimum requirements:

CFA - Chartered Financial Analyst

Issued by: CFA Institute

Prerequisites/Experience Required: Candidate must meet one of the following requirements:

- Undergraduate degree and 4 years of professional experience involving investment decision-making, or
- 4 years qualified work experience (full time, but not necessarily investment related)

Educational Requirements: Self-study program (250 hours of study for each of the 3 levels)

Examination Type: 3 course exams

Continuing Education/Experience Requirements: None

Disciplinary Information

Neither PRAG, nor any Supervised Persons have been involved in any activities resulting in a disciplinary disclosure.

Other Business Activities

Disclosure on Outside Business Activities is provided in Form ADV Part 2A Item 10 – Other Financial Industry Activities and Affiliations above. These Outside Business Activities do not create a material conflict of interest with clients.

As disclosed in this Brochure, Item 6 (Performance-based Fees and Side-by-Side Management), neither PRAG nor any supervised persons receive commissions. Part of a year-end bonus for supervised persons may be the result of providing investment advisory services, which represent less than 5% of the firm's revenues.

Xun Lin is a part-time real estate salesperson, which primarily takes place on weekends. This does not create a material conflict of interest with clients.

Additional Compensation

No Supervised Person receives any economic benefit outside of regular salaries or bonuses related to amount of sales, client referrals or new accounts.

Supervision

Steven Peyser, President, Edmund Soong, Executive Vice President, and Thomas Huestis, Senior Managing Director and Chief Compliance Officer, supervise all persons named in this Brochure Supplement. Mr. Peyser, Mr. Soong and Mr. Huestis supervise these persons by reviewing client work products and conducting staff meetings or client project meetings. Mr. Peyser may be reached at (212) 566-7800; Mr. Soong may be reached at (310) 477-8487; and Mr. Huestis may be reached at (610) 565-5990.

Requirements for State Registered Advisers

Disciplinary Disclosures – Not Applicable

Neither PRAG nor any management persons have been involved in any activities resulting in a disciplinary disclosure.

Bankruptcies – Not Applicable

No Supervised Person has been the subject of a bankruptcy petition.

EXHIBIT E

**PRAG's MSRB G-42 DISCLOSURE OF CONFLICTS
OF INTEREST AND LEGAL DISCIPLINARY EVENTS
MG REGULATORY DISCLOSURES**

Disclosure of Conflicts of Interest and Legal or Disciplinary Events

Pursuant to Municipal Securities Rulemaking Board (“MSRB”) Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, among other things, Conflicts of Interest and any Legal or Disciplinary events of Public Resources Advisory Group, Inc. (“PRAG”) and its associated persons. Accordingly, PRAG makes the following general disclosures with respect to conflicts of interest.

Conflicts of Interest

Compensation-Based Conflicts: (i) Fees paid to PRAG without regard to the execution of any financing transaction, but solely on the basis of hours worked. While such an arrangement is not uncommon, it could cause PRAG to do excessive or unnecessary work in order to obtain more fees. (ii) Fees paid to PRAG that have a fixed maximum amount established at the outset of an engagement. These amounts are usually based upon an analysis by PRAG of, among other things, the expected duration and complexity of the transaction. This form of compensation presents a potential conflict of interest because if the transaction requires more work than originally contemplated, PRAG may have the incentive to recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. (iii) Fees paid to PRAG which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. This form of compensation presents a potential conflict of interest because PRAG may have incentive to recommend a larger transaction than necessary. (iv) Fees paid to PRAG that are based on hours worked on an engagement. This form of compensation presents a potential conflict of interest because PRAG may have incentive to spend more time than necessary on an engagement.

Other Municipal Advisor Relationships: PRAG serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another client. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, PRAG could potentially face a conflict of interest arising from these competing client interests.

With respect to the conflicts disclosed above, PRAG mitigates such conflicts through dealing honestly and with good faith to all PRAG’s clients. These potential conflicts of interest will not impair PRAG’s ability to render unbiased and competent advice or to fulfill its fiduciary duty to a municipal entity.

If PRAG becomes aware of any additional potential or actual conflict of interest prior to, or during an engagement, PRAG will disclose the detailed information in writing within a timely manner.

Legal or Disciplinary Events

PRAG does not have any legal events or disciplinary history on PRAG’s Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access PRAG’s most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against PRAG, PRAG will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate PRAG, its management and personnel.

Mohanty Gargiulo LLC Regulatory Disclosures

Fiduciary Duty

Mohanty Gargiulo LLC (“MG”) is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board (“MSRB”). As such, MG has a Fiduciary duty to the Corporation and must provide both a Duty of Care and a Duty of Loyalty that entails the following.

Duty of Care:

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide the Corporation with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to the Corporation’s determination as to whether to proceed with a course of action or that form the basis for any advice provided to the Corporation; and
- d) undertake a reasonable investigation to determine that MG is not forming any recommendation on materially inaccurate or incomplete information; MG must have a reasonable basis for:
 - i. any advice provided to or on behalf of the Corporation;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by the Corporation, any other party involved in the municipal securities transaction or municipal financial product, or investors in the Corporation’s securities; and
 - iii. any information provided to the Corporation or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty:

MG must deal honestly and with the utmost good faith with the Corporation and act in the Corporation’s best interests without regard to the financial or other interests of MG. MG will eliminate or provide full and fair disclosure (included herein) to the Corporation about each material conflict of interest (as applicable). MG will not engage in municipal advisory activities with the Corporation as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in the Corporation’s best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the RFP, there are no actual or potential conflicts of interest that MG is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If MG becomes aware of any potential conflict of interest that arises after this disclosure, MG will disclose the detailed information in writing to the Corporation in a timely manner.
- The fee paid to MG increases the cost to the Corporation. The increased cost occurs from compensating MG for municipal advisory services provided.
- MG does not act as principal in any of the transaction(s) related to this RFP.
- During the term of the municipal advisory relationship, the contract will be promptly amended or supplemented to reflect any material changes in or additions to the terms or information within the contract and the revised writing will be promptly delivered to the Corporation.
- MG does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by MG;

- MG has not made any payments directly or indirectly to obtain or retain the Corporation's municipal advisory business;
- MG has not received any payments from third parties to enlist MG's recommendation to the Corporation of its services, any municipal securities transaction or any municipal financial product;
- MG has not engaged in any fee-splitting arrangements involving MG and any provider of investments or services to the Corporation;
- MG represents that in connection with the services provided herein, MG may receive compensation from the Corporation for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. MG hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding MG's ability to provide unbiased advice to enter into such transaction. This conflict of interest will not impair MG's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Corporation.
- MG does not have any other engagements or relationships that might impair MG's ability to fulfill its fiduciary duty to the Corporation; and
- MG does not have any legal or disciplinary event that is material to the Corporation's evaluation of the municipal advisor or the integrity of its management or advisory personnel.

Legal Events and Disciplinary History

MG does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Corporation may electronically access MG's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

Recommendations

If MG makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by the Corporation and is within the scope of the engagement, MG will determine, based on the information obtained through reasonable diligence of MG whether a municipal securities transaction or municipal financial product is suitable for the Corporation. In addition, MG will inform the Corporation of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which MG reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for the Corporation and
- whether MG has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Corporation's objectives.

If PRAG/the Corporation elect a course of action that is independent of or contrary to the advice provided by MG, MG is not required on that basis to disengage from PRAG/the Corporation.

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following:

- MG is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board (“MSRB”) website at www.msrb.org, the Corporation may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Record Retention

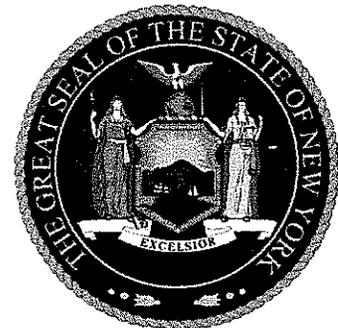
Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, MG is required to maintain in writing, all communication and created documents between MG and the Corporation for 5 years.

If there are any questions regarding the above, please do not hesitate to contact MG.



**Response to Request for Proposals RFP #18-03
to Provide Financial Advisor Services
to the**

**New York
Local Government
Assistance Corporation**



Cost Proposal

August 24, 2018

**RFP #18-03
RESPONSE TO REQUEST FOR PROPOSALS
FOR FINANCIAL ADVISOR SERVICES
TO THE**

**NEW YORK LOCAL GOVERNMENT
ASSISTANCE CORPORATION**

COST PROPOSAL

AUGUST 24, 2018

Submitted by:

**PUBLIC RESOURCES ADVISORY GROUP, INC.
Proposer's Contact Person: Monika Conley, Senior Managing Director
39 Broadway, Suite 1210
New York, NY 10006
Telephone: (212) 566-7800
Email: mconley@pragadvisors.com**

ATTACHMENT C
COST PROPOSAL

New York Local Government Assistance Corporation
RFP # 18-03 – LGAC Financial Advisor Services
(To be submitted separately from Technical Proposal)

A. HOURLY FEE						
NAME	TITLE	HOURLY RATES FOR THE PERIOD:				
		<u>Feb. 1, 2019 – Jan. 31, 2020</u>	<u>Feb. 1, 2020 – Jan. 31, 2021</u>	<u>Feb. 1, 2021 – Jan. 31, 2022</u>	<u>Feb. 1, 2022 – Jan. 31, 2023</u>	<u>Feb. 1, 2023 – Jan. 31, 2024</u>
Public Resources Advisory Group, Inc.						
Steven Peyser	President	\$380	\$385	\$390	\$395	\$400
Monika Conley	Senior Managing Director	\$355	\$360	\$365	\$370	\$375
Andrew Evanchik	Senior Managing Director	\$355	\$360	\$365	\$370	\$370
Daniel Forman	Managing Director	\$295	\$300	\$305	\$310	\$315
Xun Lin	Vice President	\$245	\$250	\$255	\$260	\$265
Qian Wan	Analyst	\$245	\$245	\$255	\$260	\$265
Mohanty Gargiulo LLC						
Zoya Gargiulo	Managing Director	\$345	\$355	\$360	\$365	\$370
Seema Mohanty	Managing Director	\$345	\$355	\$360	\$365	\$370
Andrew Rothbaum	Managing Director	\$345	\$355	\$360	\$365	\$370
Maxwell Olson	Analyst	\$240	\$245	\$250	\$255	\$260
Backstrom McCarley Berry & Co., LLC						
Vincent McCarley	CEO	\$345	\$355	\$360	\$365	\$370
Leonard Berry	Managing Director & Principal	\$345	\$355	\$360	\$365	\$370
Jesse Ortega	Senior Vice President	\$290	\$295	\$300	\$305	\$310
Peter Wong	Senior Vice President	\$290	\$295	\$300	\$305	\$310
Alice Livingston	Vice President	\$240	\$245	\$250	\$255	\$260
B. BLENDED HOURLY FEE:		\$320	\$325	\$330	\$335	\$340

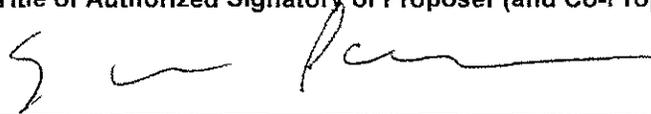
C. MAXIMUM CAP PER TRANSACTION					
FEE SALE / TRANSACTION					
TRANSACTIONS	Feb. 1, 2019 – Jan. 31, 2020	Feb. 1, 2020 – Jan. 31, 2021	Feb. 1, 2021 – Jan. 31, 2022	Feb. 1, 2022 – Jan. 31, 2023	Feb. 1, 2023 – Jan. 31, 2024
Refunding Bond Sale Transaction WITHOUT Swaps	\$72,000	\$73,000	\$74,000	\$75,000	\$76,000
Refunding Bond Sale WITH Swaps	\$167,000	\$168,000	\$169,000	\$170,000	\$171,000
Bond Conversion WITHOUT Swaps	\$84,000	\$85,000	\$86,000	\$87,000	\$88,000
Bond Conversion WITH Swaps	\$96,000	\$97,000	\$98,000	\$99,000	\$100,000
Letter of Credit or Standby Bond Purchase Agreement Substitution	\$46,000	\$47,000	\$48,000	\$49,000	\$50,000
Swap or Similar Transaction NOT INCLUDING the Simultaneous Sales of Bonds	\$84,000	\$85,000	\$86,000	\$87,000	\$88,000

Public Resources Advisory Group, Inc.

Proposer (and Co-Proposer, if applicable)

Steven Peyser, President

Name and Title of Authorized Signatory of Proposer (and Co-Proposer, if applicable)



Signature of Proposer (and Co-Proposer, if applicable)

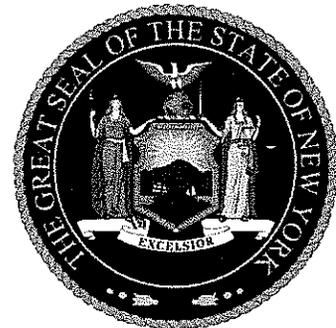
August 23, 2018

Date



**Response to Request for Proposals RFP #18-03
to Provide Financial Advisor Services
to the**

**New York
Local Government
Assistance Corporation**



Administrative Proposal

August 24, 2018

**RFP #18-03
RESPONSE TO REQUEST FOR PROPOSALS
FOR FINANCIAL ADVISOR SERVICES
TO THE**

**NEW YORK LOCAL GOVERNMENT
ASSISTANCE CORPORATION

ADMINISTRATIVE PROPOSAL**

AUGUST 24, 2018

Submitted by:

**PUBLIC RESOURCES ADVISORY GROUP, INC.
Proposer's Contact Person: Monika Conley, Senior Managing Director
39 Broadway, Suite 1210
New York, NY 10006
Telephone: (212) 566-7800
Email: mconley@pragadvisors.com**

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Affirmative Action, Equal Employment Opportunity and Non-discrimination

In order to emphasize the importance of affirmative action, equal opportunity employment, and non-discrimination, the Board of Directors of PRAG, at its first Board meeting on May 1, 1985, passed the following corporate resolution (as amended): "Public Resources Advisory Group, Inc., a New York corporation, will adhere to an affirmative action program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, age or physical handicap."

The above policy has been updated subsequently as the law has evolved. The following policies relating to recruiting, hiring, and promoting employees of Public Resources Advisory Group: i) are currently in full force and effect, ii) have been adopted by the firm's Board of Directors and iii) have been distributed to all employees of Public Resources Advisory Group.

PRAG acts affirmatively to recruit, hire and promote with respect to all job classifications, without regard to age, race, creed, color, religion, sex, physical or mental disability, pregnancy, medical condition, marital status, sexual orientation, gender identity or expression, ancestry, national or ethnic origin, citizenship, or any legally recognized status entitled to protection under federal, state, or local anti-discrimination laws (each of the preceding a "Legally Protected Status"). PRAG bases its decisions with respect to employment solely upon an individual's qualifications for the position being filled.

PRAG makes promotion decisions based solely on the individual's qualifications with respect to the requirements of the position being considered without regard to whether the individual may have a Legally Protected Status.

PRAG is committed to the policy of Equal Employment Opportunity for all persons and does not discriminate against employees or applicants because of such applicant's Legally Protected Status.

PRAG is committed to providing a work environment that is free from discrimination, including harassment that is based on any Legally Protected Status. PRAG will not tolerate any form of harassment that violates this policy. This policy forbids any unwelcome conduct that is based on the person's Legally Protected Status. It is PRAG's policy that all managers and supervisors take an active part in the Company's affirmative action, equal employment opportunity and non-discrimination policies to ensure that all employees and applicants for employment are considered and treated in a nondiscriminatory manner with respect to all employment decisions.

PRAG does not tolerate harassment, intimidation, threats, coercion or discrimination against any employee or job applicant for exercising his/her rights under Executive Order 11246. These rights include opposing any unlawful employment practice, filing a complaint or participating in an investigation or compliance evaluation.

In accordance with federal law, the Company's affirmative action/equal opportunity employment policies/non-discrimination and all related documents including job descriptions, records of job offers, resumes, and personnel files are available for inspection during regular business hours upon request.

Adopted by Board of Directors on 2011

INDEPENDENT FINANCIAL ADVISORS

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal.

Proposer Name: Public Resource Advisory Group, Inc.	Federal Identification Number: 13-3266119
Address: 39 Broadway, Suite 1210	Procurement Number: 18-03
City, State, Zip Code: New York, New York, 10006	M/WBE Participation Goals: MBE <u>15</u> % WBE <u>15</u> %
Does the Proposer have an existing affirmative action program? (Check one): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)	Is the Proposer ESD Certified: (Check one): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If Yes, provide ESD Certification Number and Expiration Date.)
<input checked="" type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.	<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.

Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract.

JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)														Total Columns A - N	
	Hispanic or Latino		(NOT HISPANIC OR LATINO)													
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races			
	A	B	C	D	E	F	G	H	I	J	K	L	M	N		
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers			1	0												1
First/Mid-Level Officials and Managers			1	1												2
Professionals			1									1	1			3
Technicians																
Sales Workers																
Administrative Support Workers																
Craft Workers																
Operatives																
Laborers and Helpers																
Service Workers																
TOTAL:			3	1								1	1			6

Prepared by (signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Brenda Henry	Controller	8-23-18	(212) 566-7800	bhenry@pragadvisors.com

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE

Location and Description of Work to be Performed (expand as necessary):

Public Resources Advisory Group, Inc. New York Office. General Financial Advisory Services.

INSTRUCTIONS FOR COMPLETING PROPOSER'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE FORM

RACE AND ETHNIC IDENTIFICATION*	
For the purpose of completing this form, LGAC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:	
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.
<p>Submission of this form constitutes the Proposer's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.</p> <p>By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.</p> <p>Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.</p> <p>*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eo1survey/2007instructions.cfm.</p>	

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT**

PART A – INSTRUCTIONS: All Contractors/Subcontractors must complete and submit this form within thirty (30) days after award of a State Contract.

Contractor/Subcontractor Name: Public Resources Advisory Group, Inc.	
Address: 39 Broadway, Suite 1210	Federal Identification Number: 13-3266119
City, State, Zip Code: New York, New York, 10006	Procurement Number: 18-03
Does the Proposer have an existing affirmative action program? (Check one): <input checked="" type="checkbox"/> Yes (if Yes, attach current copy of EEO Policy Statement.) <input type="checkbox"/> No	
Does the Proposer have an existing affirmative action program? (Check one): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)	Is the Proposer ESD Certified: (Check one): <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (if Yes, provide ESD Certification Number and Expiration Date.)
<input checked="" type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.	<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.

Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract.

JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the instructions attached.)														Total Columns A – N
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers			2	0					1						3
First/Mid-Level Officials and Managers			3	4	0	0			1	2					10
Professionals	0	1	4	6	0	2			2	2					17
Technicians															
Sales Workers															
Administrative Support Workers	1	1	0	2	1	3			0	0					8
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL:	1	2	9	12	1	5			4	4					38

PART C – Prepared by (signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Brenda Henry	Controller	8-23-2018	212-566-7800	bhenry@pragadvisors.com

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT

Description of Services or Supplies to be Provided (expand as necessary):

Financial Advisory Services.

INSTRUCTIONS FOR COMPLETING CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT FORM

RACE AND ETHNIC IDENTIFICATION*

For the purpose of completing this form, LGAC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.

CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT SUBMISSION REQUIREMENTS

Please submit completed Form AC 3239-B within thirty (30) days after award of a State Contract to:

New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.

*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eeo1survey/2007instructions.cfm.

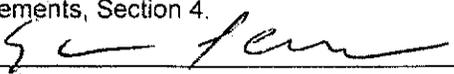
**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
M/WBE GOAL REQUIREMENTS – CERTIFICATION OF GOOD FAITH EFFORTS**

Bidders/Proposers must document "good faith efforts" to provide meaningful participation by New York State Certified Minority and Women-Owned Business Enterprises ("M/WBE"s) as subcontractors and/or suppliers in the performance of this State Contract.

The undersigned hereby certifies under penalty of perjury that he/she has taken the following actions on behalf of the Bidder/Proposer to demonstrate the aforesaid good faith efforts:

- a) The Bidder/Proposer attended any pre-bid meetings that were scheduled by LGAC or the NYS Department of Economic Development ("DED") or its designee to inform M/WBEs of contracting and subcontracting opportunities available on the project;
- b) The Bidder/Proposer identified economically feasible units of the project that could be contracted or subcontracted to M/WBEs in order to increase the likelihood of participation by such enterprises;
- c) The Bidder/Proposer advertised in general circulation, trade association and trade-oriented, minority and women-focused publications, if any, concerning the contracting or subcontracting opportunity;
- d) The Bidder/Proposer solicited and provided written notice to a reasonable number of M/WBEs identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development's ("ESD") Division of Minority and Women-Owned Business Development ("DMWBD"), or its designee, of the contracting or subcontracting opportunity in sufficient time to allow the M/WBEs to participate effectively;
- e) The Bidder/Proposer followed up initial solicitations by contacting the M/WBEs to determine whether the M/WBEs were interested in such contracting or subcontracting opportunity;
- f) The Bidder/Proposer provided interested M/WBEs with adequate information about the plans, specifications, and requirements for the contracting or subcontracting opportunity;
- g) The Bidder/Proposer used the services of community organizations, contractor groups, State and federal business assistance offices and other organizations identified by DED or its designee that provide assistance in the recruitment and placement of M/WBEs; and
- h) The Bidder/Proposer negotiated in good faith with M/WBEs submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals, or quotations prepared by any M/WBE. "Good faith" negotiating means engaging in good faith discussions with M/WBEs about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the M/WBEs, including sharing with them any cost estimates from the procurement documents, if available.

I have provided information on the above as requested for (RFP18-03) in Attachment A, Proposer's Certified Statements, Section 4.


Signature

Steven Peyser, President
Printed or Typed Name and Title

18-03
Procurement Number

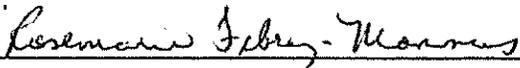
August 23, 2018
Date

STATE OF NEW YORK)

) ss:

COUNTY OF New York)

On the 23 day of August in the year 2018 before me personally came Steven Peyser to me known, who, being by me duly sworn, did depose and say that ~~(s)~~he resides in New York; that ~~(s)~~he is the President of Public Resources Advisory Group, Inc. which executed the above instrument; and that ~~(s)~~he signed his/~~her~~ name thereto as the President thereof.



ROSEMARIE FERRER, Notary Public
Notary Public, State of New York
No. 01FE4834055
Qualified in Kings County
Commission Expires January 31, 2022

MohantyGargiulo^{LLC}

Equal Opportunity and Affirmative Action Policy

Mohanty Gargiulo LLC is an equal opportunity employer. It is the firm's policy that in the hiring of employees or subcontractors or in any other function of our firm's operations and performance, no member of the firm shall discriminate by reason of race, creed, color, national origin, sex, age, handicap, marital status, sexual orientation, gender identity or citizenship status.

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT**

PART A – INSTRUCTIONS: All Contractors/Subcontractors must complete and submit this form within thirty (30) days after award of a State Contract.																			
Contractor/Subcontractor Name: Mohanty Gargiulo LLC																			
Address: 100 Park Avenue, Suite 1600								Federal Identification Number: 26-3244150											
City, State, Zip Code: New York, New York 10017								Procurement Number: 18-03											
Does the Proposer have an existing affirmative action program? (Check one): <input checked="" type="checkbox"/> Yes (if Yes, attach current copy of EEO Policy Statement.) <input type="checkbox"/> No																			
Does the Proposer have an existing affirmative action program? (Check one): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)								Is the Proposer ESD Certified: (Check one): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, provide ESD Certification Number and Expiration Date.) # 52820, Expiration 6/29/2020											
<input checked="" type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.								<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.											
Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract.																			
JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)																		
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												Total Columns A – N				
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races						
	A	B	C	D	E	F	G	H	I	J	K	L	M	N					
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female						
Executive/Senior Level Officials and Managers			1							1					2				
First/Mid-Level Officials and Managers																			
Professionals			2												2				
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL:			2	1						1					4				
PART C – Prepared by (signature):																			
Name of Preparer				Title of Preparer				Date				Telephone Number				Email Address			
Seema Mohanty				Managing Director				8-22-2018				(212) 300-3327				scema@mohantyllc.com			

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT

Description of Services or Supplies to be Provided (expand as necessary):

Financial Advisory Services



**Division of Minority
and Women's
Business Development**

New York State Department of Economic Development
633 Third Avenue New York New York 10017 Tel 212 803 2414
Web Site: www.esd.ny.gov/MWBE/html

June 29, 2017

File ID: 52820

Ms. Seema Mohanty
Mohanty Gargiulo, LLC
100 Park Avenue, Suite 1600
New York, NY 10017

Mohanty Gargiulo, LLC will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

NAICS 541611: FINANCIAL MANAGEMENT CONSULTING (EXCEPT INVESTMENT ADVICE) SERVICES
NIGP 91849: FINANCE AND ECONOMICS CONSULTING



**Division of Minority
and Women's
Business Development**

June 29, 2017

File ID: 52820

Ms. Seema Mohanty
Mohanty Gargiulo, LLC
100 Park Avenue, Suite 1600
New York, NY 10017

Dear Ms. Seema Mohanty:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, Mohanty Gargiulo, LLC, continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a **Women Business Enterprise (WBE)**. Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,

Raymond Emmanuel
Director of Certification Operations



Backstrom McCarley Berry & Co., LLC

BMCB'S EQUAL OPPORTUNITY POLICY STATEMENT

Backstrom McCarley Berry & Co., LLC is a 100% African-American owned investment banking firm specializing in public finance. It is the firm's policy not to discriminate against any applicant, employee, or vendor on the basis of race, color, religion, national origin, citizenship status, ancestry, gender sexual orientation, marital status, pregnancy or pregnancy-related condition, age, disability, or veteran status. All employment and promotion decisions are made on the basis of job related criteria. Such criteria are used to ensure the principles of equal opportunity. This policy extends to every phase of the employment and procurement process. Recruiting and procurement sources, techniques and achievements are regularly reviewed to assure representative minority and female applicants and candidates. Local, regional and national resources are used. Efforts are utilized to recruit and procure from all sectors of the population with an added outreach toward emerging populations.



Backstrom McCarley Berry & Co., LLC

BMCB'S AFFIRMATIVE ACTION PLAN & POLICIES

BMcB is an African-American owned small business enterprise certified by the New York Empire State Development ("ESD") as a Minority Business Enterprise as well as New York MTA as a Disadvantaged Business Enterprise. As a minority owned business, we are keenly aware of the value of efforts to recruit and procure from all sectors of the population with an added outreach toward emerging populations.

Affirmative policies are key within BMcB's business strategies to ensure that our work force and procurement sources are representative of the total community.

Implementation Process & Recruitment Methods:

- Focus recruitment and procurement efforts through media or with employment organizations, schools, and/or training establishments, which are concerned with securing employment and vendor services for all individuals, including minorities and women.
- Make it clear that minorities and women are encouraged to apply for positions and contracting opportunities in our firm and to place high priority on securing employment and contracts for underrepresented persons.
- Assist local and regional minority law firms to gain valuable securities experience by selecting them as sole or co-underwriter's counsel when our firm acts as senior manager.
- Make every effort to utilize Historically Underutilized Businesses for any available work associated with financings undertaken by our firm.
- Provide equal employment and training opportunities for after-school, summer employment and internships to underrepresented young persons.

BMcB has a total of ten minority employees, including two women. As a minority firm, we are aware of the value of efforts to recruit and procure from all sectors of the population. BMcB has and continues to partner with "minority/women owned" businesses as opportunities arise.

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT**

PART A – INSTRUCTIONS: All Contractors/Subcontractors must complete and submit this form within thirty (30) days after award of a State Contract.															
Contractor/Subcontractor Name: Backstrom McCarley Berry & Co., LLC															
Address: 845 Third Avenue, 6th Floor								Federal Identification Number: 01-0704006							
City, State, Zip Code: New York, New York, 10022								Procurement Number: 18-03							
Does the Proposer have an existing affirmative action program? (Check one): <input checked="" type="checkbox"/> Yes (if Yes, attach current copy of EEO Policy Statement.) <input type="checkbox"/> No															
Does the Proposer have an existing affirmative action program? (Check one): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)								Is the Proposer ESD Certified: (Check one): <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, provide ESD Certification Number and Expiration Date.)							
<input checked="" type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.								<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.							
Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Proposer during the performance of this State Contract.															
JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)														
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												Total Columns A – N
			White		Black or African-American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female		
Executive/Senior Level Officials and Managers				3											3
First/Mid-Level Officials and Managers															
Professionals	1		3	1	3	1			1						10
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL:	1		3	1	6	1			1						13
PART C – Prepared by (signature):															
Name of Preparer			Title of Preparer			Date			Telephone Number			Email Address			
Vincent McCarley			CEO			8-22-2018			(415) 857-6101			vmccarley@bmcaco.com			



Division of Minority
and Women's
Business Development

July 16, 2018

File ID: 52210

Mr. Vincent McCarley
Backstrom McCarley Berry & Co., LLC
115 Sansome Street - Mez A
San Francisco, CA 94104-3601

Dear Mr. Vincent McCarley:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, Backstrom McCarley Berry & Co., LLC, continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and 5NYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a **Minority Business Enterprise (MBE)**. Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Sincerely,

Raymond Emmanuel
Director of Certification Operations



**Division of Minority
and Women's
Business Development**

New York State Department of Economic Development
633 Third Avenue New York New York 10017 Tel 212 803 2414
Web Site: www.esd.ny.gov/MWBE/html

July 16, 2018

File ID: 52210

Mr. Vincent McCarley
Backstrom McCarley Berry & Co., LLC
115 Sansome Street - Mez A
San Francisco, CA 94104-3601

Backstrom McCarley Berry & Co., LLC will be listed in the State's Directory of Certified Businesses with the following list of codes for products and services:

NAICS 523930: FINANCIAL INVESTMENT ADVICE SERVICES, CUSTOMIZED, FEES PAID BY CLIENT
NIGP 95839: FINANCIAL MANAGEMENT SERVICES

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE UTILIZATION PLAN**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this M/WBE Utilization Plan as part of its Administrative Proposal. Proposers must submit a separate M/WBE Utilization Plan for each M/WBE utilized.

Contractor Name: Public Resources Advisory Group, Inc.	Federal Identification Number: 13-3266119
Address: 39 Broadway, Suite 1210	Procurement Number: 18-03
City, State, Zip Code: New York, New York, 10006	M/WBE Participation Goals: MBE <u>15</u> % WBE <u>15</u> %

LIST ALL M/WBE SUBCONTRACTORS AND/OR SUPPLIERS TO BE UTILIZED (ATTACH ADDITIONAL SHEETS IF NECESSARY).

M/WBE Name, Address, Email Address, and Telephone Number	Certification Classification (check all that apply.)	Federal ID No.	Estimated Dollar Value of Work/Supplies	Please provide a brief description of services or supplies to be provided by each M/WBE identified here on Page 2.
A. Backstrom McCarley Berry & Co., LLC lberry@bmcbo.com 845 Third Avenue, 6 th Floor New York, NY 10022 Telephone: (646) 290 - 5075	NYS ESD Certified: <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE	01-0704006	Backstrom McCarley Berry & Co., LLC will Assist PRAG in providing financial advisory service related to the State's competitive and negotiated bond sales (including market research and pricing analytics.)	
B. Mohanty Gargiulo LLC seema@mohantvllc.com 100 Park Avenue, Suite 1600 New York, NY 10017 Telephone: (212) 300-3327	NYS ESD Certified: <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE	26-3244150	Mohanty Gargiulo LLC will Assist PRAG in derivative advisory services related to the LCAC's interest rate swaps.	

C. ESD Certification Number:	D. ESD Certification Expiration Date:
-------------------------------------	--

If Contractor will not be utilizing an M/WBE, check here and attach Form AC 3239-F, Request for Waiver, and supporting documentation.
 If Contractor has previously submitted AC 3239-F, Request for Waiver, for this procurement, check here and enter date submitted: _____.

Prepared by (Signature):

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Patrice Leonard	Business Manager	8-23-2018	(212) 566 - 7800	pleonard@pragadvisors.com

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

THIS SECTION FOR LGAC USE ONLY

Reviewed by:	Date Received:	Utilization Plan Approved <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Approved:	M/WBE Certification Status: MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No
Deficiencies Identified: MBE <input type="checkbox"/> Yes <input type="checkbox"/> No / WBE <input type="checkbox"/> Yes <input type="checkbox"/> No	Notice of Deficiency Issued: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date of Notice of Deficiency:	Waiver Requested: <input type="checkbox"/> Yes <input type="checkbox"/> No (Partial <input type="checkbox"/> Total <input type="checkbox"/>)	
Waiver Granted <input type="checkbox"/> Yes <input type="checkbox"/> No	If Waiver Granted Total Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No Partial Waiver <input type="checkbox"/> Yes <input type="checkbox"/> No	Waiver Approved by (Signature):		

NOTES:

NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S/CONTRACTOR'S M/WBE UTILIZATION PLAN

Provide a brief description of the services or supplies to be identified by the subcontractor(s) identified above:

Financial Advisory Services and Swap Advisory Services

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this procurement and LGAC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting a bid/proposal, the Proposer/Contractor agrees (i) to provide LGAC access to all documentation, records, reports, facilities, etc. which LGAC may deem necessary to determine Proposer/Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal. Part A must be completed and signed by the Proposer. Parts B and C must be completed and signed by each of the M/WBE subcontractors/suppliers identified on Form AC 3239-D (Proposer's M/WBE Utilization Plan).

PART A – TO BE COMPLETED BY THE PROPOSER FOR EACH M/WBE IDENTIFIED ON AC 3239-D

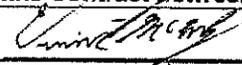
Proposer Name: Public Resources Advisory Group, Inc.		Federal Identification Number: 13-3266119		
Address: 39 Broadway, Suite 1210		Procurement Number: 18-03		
City, State, Zip Code: New York, New York 10006		M/WBE Participation Goals: MBE 15 % WBE ____ %		
Telephone Number: 212-566-7800		Email Address: mconley@pragadvisors.com		
Name of Proposer's Preparer	Title of Preparer	Date	Telephone Number	Email Address
Patrice Leonard	Business Manager	8-22-2018	212-566-7800	pleonard@pragadvisors.com

PART B – TO BE COMPLETED BY EACH MBE/WBE IDENTIFIED ON AC 3239-D ACKNOWLEDGING THAT THE NAMED VENDOR INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE CONTRACTOR AND PROCUREMENT.

Name of Subcontractor/Supplier: Backstrom McCarley Berry & Co., LLC		Federal Identification Number: 01-0704006		
Address: 845 Third Avenue, 6th Floor		NYS ESDC Certification Status (Check one): <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE (attach copy of ESD Certification) <input type="checkbox"/> Have applied to ESDC for certification as <input type="checkbox"/> MBE <input type="checkbox"/> WBE		
City, State, Zip Code: New York, New York, 10022		Provider type (Check one): <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier		
ESD Certification Number:	52210	ESD Certification Expiration Date:	7/16/2021	

Please provide a brief description of services or supplies to be provided on Page 2.

The undersigned is prepared to provide the services or supplies described on Page 2 and will enter into a formal agreement to do so with the Proposer named above upon execution of a State Contract between the Proposer and the Office of the State Comptroller.

Signature of Authorized Representative of the M/WBE Firm: 

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Vincent McCarley	CEO	8-22-2018	(415) 857-6101	vmccarley@bmcaco.com

Estimated Total Dollar Value of the Agreement to be entered into with the Subcontractor/Supplier: \$

THIS SECTION FOR LGAC USE ONLY

Reviewed by	Date	Utilization Plan Approved	Date	Certification Verified
		<input type="checkbox"/> Yes <input type="checkbox"/> No		MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No

NOTES:

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

Description of Services or Supplies to be Provided (expand as necessary):

Financial Advisory Services

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: All Proposers submitting responses to this procurement must complete and submit this form as part of its Administrative Proposal. Part A must be completed and signed by the Proposer. Parts B and C must be completed and signed by each of the M/WBE subcontractors/suppliers identified on Form AC 3239-D (Proposer's M/WBE Utilization Plan).

PART A – TO BE COMPLETED BY THE PROPOSER FOR EACH M/WBE IDENTIFIED ON AC 3239-D

Proposer Name: Public Resources Advisory Group, Inc.		Federal Identification Number: 13-3266119		
Address: 39 Broadway, Suite 1210		Procurement Number: <u>18-03</u>		
City, State, Zip Code: New York, New York, 10006		M/WBE Participation Goals: MBE _____% WBE <u>15</u> %		
Telephone Number: (212) 566-7800		Email Address: mconley@pragadvisors.com		
Name of Proposer's Preparer	Title of Preparer	Date	Telephone Number	Email Address
Patrice Leonard	Business Manager	8-22-2018	(212) 566-7800	pleonard@pragadvisors.com

PART B – TO BE COMPLETED BY EACH MBE/WBE IDENTIFIED ON AC 3239-D ACKNOWLEDGING THAT THE NAMED VENDOR INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE CONTRACTOR AND PROCUREMENT.

Name of Subcontractor/Supplier: Mohanty Gargiulo LLC		Federal Identification Number: 26-3244150		
Address: 100 Park Avenue, Suite 1600		NYS ESDC Certification Status (Check one): <input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE (attach copy of ESD Certification) <input type="checkbox"/> Have applied to ESDC for certification as <input type="checkbox"/> MBE <input type="checkbox"/> WBE		
City, State, Zip Code: New York, New York 10017		Provider type (Check one): <input checked="" type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier		
ESD Certification Number:	52820	ESD Certification Expiration Date:	6/29/2020	

Please provide a brief description of services or supplies to be provided on Page 2.

The undersigned is prepared to provide the services or supplies described on Page 2 and will enter into a formal agreement to do so with the Proposer named above upon execution of a State Contract between the Proposer and the Office of the State Comptroller.

Signature of Authorized Representative of the M/WBE Firm: 

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address
Seema Mohanty	Managing Director	8-22-2018	(212) 300-3327	seema@mohantyllc.com

Estimated Total Dollar Value of the Agreement to be entered into with the Subcontractor/Supplier: \$ TBD

THIS SECTION FOR LGAC USE ONLY

Reviewed by	Date	Utilization Plan Approved	Date	Certification Verified
		<input type="checkbox"/> Yes <input type="checkbox"/> No		MBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No WBE Certified <input type="checkbox"/> Yes <input type="checkbox"/> No

NOTES:

**NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION
PROPOSER'S M/WBE SUBCONTRACTORS/SUPPLIERS NOTICE OF INTENT TO PARTICIPATE**

Description of Services or Supplies to be Provided (expand as necessary):

Financial Advisory Services

APPENDIX E

PROPOSER'S CERTIFICATION/ACKNOWLEDGEMENTS

PROPOSER'S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF
LGAC EXECUTIVE POLICY STATEMENT ON DISCRIMINATION/HARASSMENT

By submission of this proposal, the Proposer and each person signing on behalf of the Proposer acknowledges that he/she has the authority to sign on behalf of the Proposer, has received a copy of the LGAC Policy Statement on Discrimination/Harassment (Appendix C), and agrees to abide by the terms of that Policy Statement should the Proposer and LGAC enter into the proposed contract.

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

PROPOSER'S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF
LGAC PROCUREMENT INTEGRITY PROCEDURES

By submission of this proposal, the Proposer and each person signing on behalf of the Proposer acknowledges that he/she has received a copy of the LGAC Procurement Integrity Procedures (Appendix D) and affirms, under penalty of perjury, that he/she understands such Procedures and will comply with them.

THE SIGNATURE BELOW INDICATES AGREEMENT WITH EACH OF THE ABOVE.



Signature

Steven Pesyer

Printed or Typed Name

President

Title

August 23, 2018

Date

APPENDIX F
LGAC PROPOSER'S DISCLOSURE
OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Have you been found by any governmental entity to be non-responsible within the past four (4) years from the date of this proposal due to:

1. Impermissible contacts or other violations of New York State Finance Law Section 139-j (e.g., conduct prohibited by the ethics provisions of the New York State Public Officers Law)?

Yes No

2. Intentional provision of false or incomplete information to a governmental entity?

Yes No

If your answer to either of the above is "Yes," please attach a written explanation, indicating the date of the non-responsibility finding, the entity that found you to be non-responsible, and the circumstances surrounding such finding (including any written finding of non-responsibility issued by such entity).



Signature

Steven Peyser

Printed or Typed Name

President

Title

18-03, Request for Proposals for Financial
Advisor Services

[Procurement number, name]

August 23, 2018

Date

**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			
<u>Legal Business Entity Name*</u> Public Resources Advisory Group, Inc.		<u>EIN</u> 13-3266119	
<u>Address of the Principal Place of Business</u> (street, city, state, zip code) 39 Broadway, Suite 1210 New York, New York, 10006		<u>New York State Vendor Identification Number</u> 1000013034	
		<u>Telephone</u> 212-566-7800 ext.	<u>Fax</u> 212-566-7819
<u>Email</u> pleonard@pragadvisors.com		<u>Website</u> www.pragadvisors.com	
<u>Additional Legal Business Entity Identities:</u> If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years and the status (active or inactive).			
<u>Type</u>	<u>Name</u>	<u>EIN</u>	<u>Status</u>
1.0 <u>Legal Business Entity Type</u> – Check appropriate box and provide additional information:			
<input checked="" type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)		<u>Date of Incorporation</u>	
<input type="checkbox"/> <u>Limited Liability Company (LLC or PLLC)</u>		<u>Date of Organization</u>	
<input type="checkbox"/> <u>Partnership</u> (including <u>LLP</u> , <u>LP</u> or <u>General</u>)		<u>Date of Registration or Establishment</u>	
<input type="checkbox"/> <u>Sole Proprietor</u>		<u>How many years in business?</u>	
<input type="checkbox"/> <u>Other</u>		<u>Date Established</u>	
If Other, explain:			
1.1 Was the <u>Legal Business Entity</u> formed or incorporated in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "No," indicate jurisdiction where <u>Legal Business Entity</u> was formed or incorporated and attach a <u>Certificate of Good Standing</u> from the applicable jurisdiction or provide an explanation if a <u>Certificate of Good Standing</u> is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide <u>CIK Code</u> or Ticker Symbol			
1.3 Does the <u>Legal Business Entity</u> have a <u>DUNS</u> Number?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter <u>DUNS</u> Number 144852019			

*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.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION		
1.4 If the <u>Legal Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Legal Business Entity</u> maintain an office in New York State? (Select "N/A," if <u>Principal Place of Business</u> is in New York State.)	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A	
If "Yes," provide the address and telephone number for one office located in New York State.		
1.5 Is the <u>Legal Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> , <u>Women-Owned Business Enterprise (WBE)</u> , <u>New York State Small Business (SB)</u> or a federally certified <u>Disadvantaged Business Enterprise (DBE)</u> ? If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise (MBE)</u> <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise (WBE)</u> <input type="checkbox"/> <u>New York State Small Business (SB)</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise (DBE)</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
1.6 Identify <u>Officials</u> and <u>Principal Owners</u> , 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 <i>(Enter 0% if not applicable)</i>
Steven Peyser	President	33.01%
Edmund Soong	Executive Vice President	14.19%
Thomas F. Huestis	Secretary and Treasurer	7.91%

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

II. REPORTING ENTITY INFORMATION	
2.0 The <u>Reporting Entity</u> for this questionnaire is:	
Note: Select only one.	
<input checked="" type="checkbox"/> <u>Legal Business Entity</u>	
<i>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.)</i>	
<input type="checkbox"/> <u>Organizational Unit</u> within and operating under the authority of the Legal Business Entity	
SEE DEFINITIONS OF " <u>REPORTING ENTITY</u> " AND " <u>ORGANIZATIONAL UNIT</u> " FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.	
<i>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.)</i>	
IDENTIFYING INFORMATION	
a) <u>Reporting Entity Name</u>	
Address of the <u>Primary Place of Business</u> (street, city, state, zip code)	Telephone ext.
b) Describe the relationship of the <u>Reporting Entity</u> to the <u>Legal Business Entity</u>	
c) Attach an <u>organizational chart</u>	
d) Does the Reporting Entity have a <u>DUNS</u> Number?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," enter <u>DUNS</u> Number	
e) Identify the designated manager(s) responsible for the business of the <u>Reporting Entity</u> . <i>For each person, include name and title. Attach additional pages if necessary.</i>	
Name	Title

**NEW YORK STATE
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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	
<i>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:</i>	
3.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.1 <u>Suspended, debarred, or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a <u>judgment</u> for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
For each "Yes" or "Other" explain:	

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

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

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

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the reporting entity:</i>	
7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by <u>government entities</u> 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 <u>government entity</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For each "Yes," explain:	

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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> 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 <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> 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 <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal, state or local tax laws</u> ?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> 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 <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> 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 <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> 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.	

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

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE		
Name Patrice Leonard	Telephone 212-566 -7800 ext.	Fax 212-566 -7819
Title Business Manager	Email pleonard@pragadvisors.com	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
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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 Steven Peyser

Title President

Name of Business Public Resources Advisory Group, Inc

Address 39 Broadway, Suite 1210

City, State, Zip New York, NY, 10006

Sworn to before me this 23 day of August, 2018;

 Notary Public

ROSEMARIE FEBREZ - MANNAS
Notary Public, State of New York
No. 01FE4834055
Qualified in Kings County
Commission Expires January 31, 2022



Contractor Certification to Covered Agency

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

ST-220-CA

(12/11)

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

Contractor name Public Resources Advisory Group, Inc.				For covered agency use only Contract number or description	
Contractor's principal place of business 39 Broadway, Suite 1210		City New York	State NY	ZIP code 10006	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals)	
Contractor's federal employer identification number (EIN) 13-3266119		Contractor's sales tax ID number (if different from contractor's EIN)		\$	
Contractor's telephone number 212 566-7800		Covered agency name New York Local Government Assistance Corporation			
Covered agency address 110 State Street, Albany, New York, 12236				Covered agency telephone number 518 486-6517	

I, Steven Peyser (name) hereby affirm, under penalty of perjury, that I am President (title)

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

(Mark an X in only one box)

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

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

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

Sworn to this 23 day of August, 20 18

[Signature]
(sign before a notary public)

President
(title)

Instructions

General information

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

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

When to complete this form

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

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

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

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF New York }
:
COUNTY OF New York }
SS.:

On the 23 day of August in the year 2018, before me personally appeared Steven Peyser, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 39 Broadway, Suite 1210, Town of New York, County of New York, State of New York; and further that:

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

- (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf
(X) (If a corporation): he is the President of Public Resources Advisory Group, Inc, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): he is a of the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): he is a duly authorized member of LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Rosemarie Febrez - Mannas
Notary Public

ROSEMARIE FEBREZ - MANNAS
Notary Public, State of New York
No. 01FE4834055
Qualified in Kings County
Commission Expires January 31, 2022

Registration No.

Privacy notification

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

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

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

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

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

Need help?



Visit our Web site at www.tax.ny.gov

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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



Contractor Certification

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

ST-220-TD

(4/15)

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

Contractor name Public Resources Advisory Group, Inc.			
Contractor's principal place of business 39 Broadway, Suite 1210	City New York	State NY	ZIP code 10006
Contractor's mailing address (if different than above)	City	State	ZIP code
Contractor's federal employer identification number (EIN) 13-3266119	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number (212) 5667800	
Covered agency or state agency NY LGAC	Contract number or description		Covered agency telephone number (518) 486-6517
Covered agency address 110 State Street	City Albany	State NY	ZIP code 12236
Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input checked="" type="checkbox"/>			

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006). See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at www.tax.ny.gov

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



Telephone assistance

Sales Tax Information Center: (518) 485-2889

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

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



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

I, Steven Peyser, hereby affirm, under penalty of perjury, that I am President
(name) *(title)*

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

Complete Sections 1, 2, and 3 below. Make only one entry in each section

Section 1 – Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

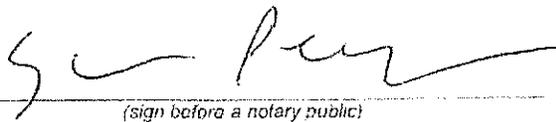
Section 2 – Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this 23 day of August, 2018


(sign before a notary public)

President
(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF New York }

SS.:

COUNTY OF New York }

On the 23 day of August in the year 2018, before me personally appeared Steven Peyser

known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at 39 Broadway, Suite 1210

Town of New York

County of New York

State of New York; and further that:

(Mark an X in the appropriate box and complete the accompanying statement.)

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

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

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

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

Rosemarie Febrez - Mannas
Notary Public

ROSEMARIE FEBREZ - MANNAS
Notary Public, State of New York
No. 01FE4834055

Registration No.
Qualified in Kings County
Commission Expires January 31, 2022



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 133266119
PUBLIC RESOURCES ADVISORY GROUP INC
39 BROADWAY SUITE 1210
NEW YORK NY 10006



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER PUBLIC RESOURCES ADVISORY GROUP INC 39 BROADWAY SUITE 1210 NEW YORK NY 10006	CERTIFICATE HOLDER NY LOCAL GOVERNMENT ASST CORP ATTN BUREAU OF FINANCIAL ADMIN 110 STATE ST., MAIL STOP 13-2 ALBANY NY 12236
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POLICY NUMBER L 782 870-0	CERTIFICATE NUMBER 927634	POLICY PERIOD 05/07/2018 TO 05/07/2019	DATE 8/16/2018
-------------------------------------	-------------------------------------	--	--------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 782 870-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF AN INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 799482412

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) PUBLIC RESOURCES ADVISORY GROUP INC 39 BROADWAY SUITE 1210 NEW YORK, NY 10006</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (212) 566-7800</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 133-26-6119</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NEW YORK LOCAL GOVERNMENT ASSISTANCE CORPORATION ATTN: BUREAU OF FINANCIAL ADMIN. 110 STATE STREET, MAIL STOP 13-2 ALBANY, NY 12236</p>	<p>3a. Name of Insurance Carrier New York State Insurance Fund (NYSIF)</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL 1994 87 - 1</p> <p>3c. Policy effective period 05/07/1985 to 07/01/2019</p>

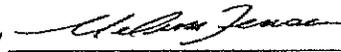
4. Policy provides the following benefits:

- A. Both disability and paid family leave benefits
- B. Disability benefits only
- C. Paid family leave benefits only

5. Policy covers:

- A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 8/16/2018 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title Melissa Jensen, Acting Head of Disability Insurance Unit

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

AGENDA ITEM NO. 1.9

**Banking Services Agreement:
Approve Bank Resolution and Authorize
Secretary to Sign.**

AGENDA ITEM NO: 1.9
MEETING DATE: February 8, 2019

ALBANY COUNTY AIRPORT AUTHORITY
REQUEST FOR AUTHORIZATION

DEPARTMENT: *Finance*

ACAA Approved
02/08/2019

Contact Person: *William J. O'Reilly, Chief Financial Officer*
Peter Stuto, General Counsel

PURPOSE OF REQUEST:

Banking Services Agreement: *Approve Bank Resolution and Authorize Secretary to Sign.*

BUDGET INFORMATION:

Anticipated in Current Budget: Yes X No ___ NA ___

FISCAL IMPACT - FUNDING (Dollars or Percentages)

Federal ___ State _____ Airport √ NA ___

JUSTIFICATION:

The Authority entered into a Line of Credit with Community Bank and agreed to open a bank account to receive and repay advances from the Line of Credit. Community Bank has requested the Authority's Secretary Sign the attached resolution. Our General and Bank Line of Credit Counsel have agreed to have the Board adopt this resolution and the Secretary Execute it with the CFO.

CHIEF EXECUTIVE OFFICER'S RECOMMENDATION:

Recommend approval.

FINAL AGREEMENT SUBJECT TO APPROVAL BY COUNSEL: YES √ NA _____

PROCUREMENT DEPARTMENT APPROVAL:

Procurement complies with Authority Procurement Guidelines and Chief Financial Officer has approved. Yes ___ NA √

BACK-UP MATERIAL:

Please refer to the attached Community Bank Corporate Authorization Resolution

CORPORATE AUTHORIZATION RESOLUTION

COMMUNITY BANK NA
 ONEONTA MAIN ST BRANCH (301)
 245 MAIN STREET
 P O BOX 430
 ONEONTA, NY 13820-0000

By: ALBANY COUNTY AIRPORT AUTHORITY
 ALBANY INTERNATIONAL AIRPORT
 ADMINISTRATION BUILDING SUITE 200
 ALBANY NY 12211-1057

Referred to in this document as "Financial Institution"

Referred to in this document as "Corporation"

I, LYON M GREENBERG, certify that I am Secretary (clerk) of the above named corporation organized under the laws of NEW YORK STATE, Federal Employer I.D. Number 14-1768979, engaged in business under the trade name of ALBANY COUNTY AIRPORT AUTHORITY, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Board of Directors of the Corporation duly and properly called and held on _____ (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>WILLIAM J O'REILLY-- CFO</u>	X _____	X _____
B. _____	X _____	X _____
C. _____	X _____	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

POWERS GRANTED (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
<u>A</u>	(1) Exercise all of the powers listed in this resolution.	<u>1</u>
	(2) Open any deposit or share account(s) in the name of the Corporation.	_____
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	_____
	(4) Borrow money on behalf and in the name of the Corporation, sign, execute and deliver promissory notes or other evidences of indebtedness.	_____
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Corporation as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	_____
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	_____
	(7) Other _____	_____

LIMITATIONS ON POWERS The following are the Corporation's express limitations on the powers granted under this resolution.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes resolution dated ALL PRIOR. If not completed, all resolutions remain in effect.

CERTIFICATION OF AUTHORITY

I further certify that the Board of Directors of the Corporation has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on page 2 and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

If checked, the Corporation is a non-profit corporation. In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Corporation on _____ (date).

Attest by One Other Officer _____

Secretary _____

RESOLUTIONS

The Corporation named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Corporation and to provide other financial accommodations indicated in this resolution.
(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution.
(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation.
(4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.
(5) The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation.
(6) The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance.
(7) The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution.

Pennsylvania. The designation of an Agent does not create a power of attorney; therefore, Agents are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code) unless the agency was created by a separate power of attorney. Any provision that assigns Financial Institution rights to act on behalf of any person or entity is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code).

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on _____ (date) by _____ (initials) 1 This resolution is superseded by resolution dated _____ .

Comments:

State/Commonwealth of _____

County of _____

On this _____ day of _____ in the year _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that he/she/their signature(s) acted, executed the instrument.

The certificate for a proof of execution by a subscribing witness, within this state, of a conveyance or other instrument made by any person in respect to real property situate in the state must conform substantially with the following form, the blanks being property filled:

Notary Public

AGENDA ITEM NO. 2

Public Affairs Report

A photograph of the United States Capitol building in Washington, D.C., featuring its iconic dome and classical columns. The image is dimly lit, with a dark, blue-tinted background. Overlaid on the center of the image is the text "GOVERNMENT SHUTDOWN" in a large, bold, white font with a light blue gradient and a drop shadow effect.

GOVERNMENT SHUTDOWN

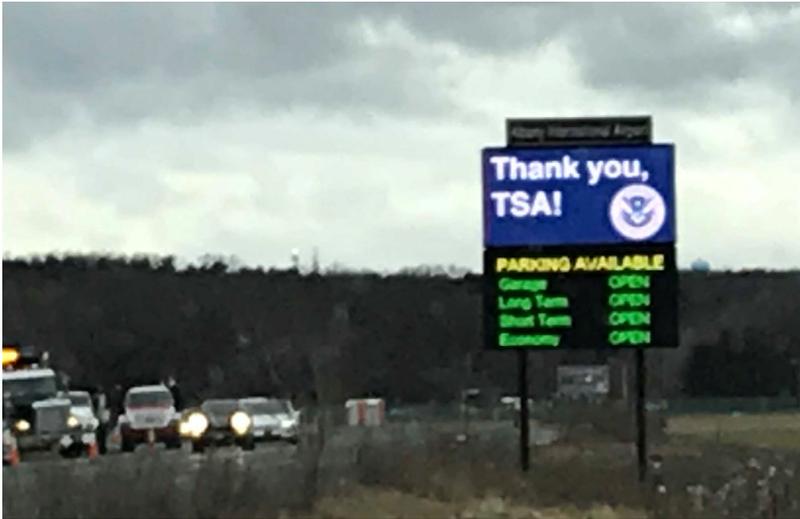
TSA
200+



ATC
43



Airport Thank You!





Airport Authority Luncheon



Airport Authority Luncheon



Treat Williams



Treat Williams' Pancake Lunch



“I don’t mix pancakes and politics”



TSA Staff



Phyllis Callery - Argyle \$20 Gift Cards



Airport Authority Pizza ATC Staff



Mazzone Hospitality Take Home Dinners



\$500 Chick-fil-A



Knox Farmers



Additional Donations



Nine Miles Farm-Schuylerville



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Much appreciation to the following ECA Members for supporting today's event:

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Eastern Contractors Association



Airport Authority Luncheon



United Way News Conference

Or donate at www.unitedwaygcr.org/shutdown



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LIVE UNITED 

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United Way
of the Greater Capital Region

TOTAL DONATIONS \$20,000

DISTRIBUTED \$20,000