NEW YORK STATE BRIDGE AUTHORITY
REQUEST FOR PROPOSAL

ACTUARIAL CONSULTING SERVICES FOR POST EMPLOYEMENT BENEFITS

Contract BA-2013-OA-002-PS
June 17, 2013

A. ADMINISTRATIVE INFORMATION

1. The New York State Bridge Authority

The New York State Bridge Authority (the Authority) is a public benefit corporation, created in 1932 and existing pursuant to Title 2 of Article 3 of the Public Authorities Law, Chapter 43-A of the Consolidated Laws of the State of New York, as amended.

The Authority operates and maintains five bridge facilities (namely, Rip Van Winkle, Kingston-Rhinecliff, Mid-Hudson, Newburgh-Beacon, and Bear Mountain) and has its headquarters office in Highland, New York.

Information about the Authority, including its annual report, may be obtained from its website at http://nysba.net.

2. Designated Contact

State Finance Law restricts all offerers (proposers) from making contacts to other than designated Bridge Authority staff. For purposes of this contract the designated Bridge Authority contact is Brian Bushek, Treasurer, New York State Bridge Authority, Headquarters Building, Mid-Hudson Bridge Toll Plaza, Route 44/55, P.O. Box 1010, Highland, NY 12528. Telephone – (845) 691-7245, facsimile – (845) 691-3560, E-mail – bbushek@nysba.ny.gov .

3. Key Dates

Provided below is a tentative schedule for the milestones in this Request for Proposal (RFP) process, listed in the order of occurrence. The Authority reserves the right to change any or all of these dates as it deems necessary or convenient in its discretion; in the event of such a date change, all parties that have been furnished with this RFP will be duly notified.

Event	Date
RFP Issuance	06-17-13
Deadline for Written Questions and Exceptions to Terms and Conditions	06-21-13
Issuance of Written Responses	06-28-13
Proposal Due Date	07-10-13
Contract Award Date	07-18-13
Report Submission Date	09-01-13

4. Written Questions and Responses

The Authority will provide official written responses by June 28th, 2013 to all written questions concerning this RFP that are submitted to the Authority contact person on or before

June 21st, 2013. These official responses will be distributed via the NYS Contract Register as an amendment to the RFP. Proposers should rely only on these official written responses. Questions submitted after the June 21st, 2013 due date may not receive an answer.

5. RFP Errors or Omissions

If a Proposer believes there is any ambiguity, conflict, discrepancy, omission or other error in this RFP, such Proposer should immediately notify the Authority contact person of such error and request clarification of or modification to this document. Such notice must be given prior to the final filing date for submission of proposals. Modifications to this RFP, when appropriate, will be made by addenda hereto and distributed via the NYS Contract Register. Clarifications to this RFP, when appropriate, will be made in the same format.

B. NATURE OF SERVICES REQUIRED

1. Other Post-employment Benefits (OPEB)

In addition to pensions, the Authority provides other post-employment benefits as part of its employees' compensation package. Reporting requirements for all state and local government entities issued by the Government Accounting Standards Board (GASB), reflected in GASB Statement #45, mandate more complete, financial reporting regarding the costs and financial obligations incurred by government when they provide post-employment benefits other than pensions.

To comply with this requirement, it was necessary to conduct an initial actuarial analysis of the Authority's current liability for post-employment benefits and conduct another analysis every two years thereafter. As a component unit of the State of New York, the Authority's financial statements were required to comply with GASB Statement #45 for the fiscal year ended December 31, 2007 and all subsequent years. The Authority contracted with USI Consulting Group for services for three evaluations on a contract that ended in 2012.

The Authority is seeking a qualified actuary to provide services to evaluate the Authority's financial obligations for post-employment benefits, other than pensions, as required by GASB Statement #45. The Authority requires an actuarial analysis of post-employment benefits, other than pensions, to be prepared every two years by a qualified actuary. The report prepared by the actuary must include all information required to comply with GASB Statement #45

The post-employment benefits offered to Authority employees are provided through the New York State Department of Civil Service (NYSDCS) and are the same as those provided to State employees. The type of plan is Agent Multiple-employer and rates are community based.

Health insurance is the only post-employment benefit offered to Authority retirees aside from their pension. A discussion about post-employment benefits for Authority retirees is in the Annual Report as part of the independent auditor's section of the report. http://www.nysba.net.

An approximation of the number of Authority employees and retirees is as follows:

Active employees	195
Active employees in Retirement System	
Eligible to retire with health benefits	119
Retirees with health benefits	100

In addition to the Authority's most recent Actuarial Valuation of Postretirement Welfare Benefits, the NYSDCS can provide specific census data to the Authority which will be current as of the date it is provided and will include selected information related to the Authority's enrollees and covered dependents as needed.

Employees who retired prior to 1983 receive individual coverage at no cost (at the Empire Plan rate). Employees who retired on or after January 1st, 1983, must pay 10% of the Empire Plan rate unless if they have unused sick time at retirement. A retiree must pay any excess of cost for a plan other than the Empire Plan. Retirees contribute 25% of dependent care unless they have unused sick leave at retirement. In these cases, the unused sick leave is given a value, based on the retirees salary rate while an employee, which the Authority provides to the NYSDCS. The value of the unused sick leave is applied against the 10% individual cost and the 25% dependent cost, potentially eliminating cost to the retiree. NYSDCS pays the insurance bill in the 1st instance and bills the Authority for its share of the health insurance bill (which includes dependent care cost).

Serving New York State and Local Governments for almost 50 years, The New York State Health Insurance Program (NYSHIP) was established in 1957 for State employees and opened to local governments, school districts and municipalities the next year. Administered by the NYSDCS Employee Benefits Division, NYSHIP is now the largest public employer health insurance program in the nation outside the Federal government, NYSHIP protects over 1.2 million State and local government employees, retirees and their families.

Employees of New York State government, the legislature, the Unified Court System and retirees of New York State Government may choose the Empire Plan, a health insurance plan designed by New York State and the employee unions, or a NYSHIP-approved Health Maintenance Organizations. Under NYSHIP, the Empire Plan is available to the State's local governments, school districts and other political subdivisions. Over 800 New York State local governments offer NYSHIP. They count on the dependability and stable costs that come from NYSHIP's size, buying power of $4.7 billion and over 50 years of experience.

Additional information regarding NYSHIP can be found on the NYSDCS website: http://www.cs.state.ny.us/retirees

2. Required Services

- Analyze the data provided by the Authority to assess any inconsistencies and make recommendations to enhance data quality.

- Utilizing the same methodology utilized in the most recent Postretirement Welfare Benefit GASB 45 Actuarial Valuation dated September 7, 2011 (Appendix B), prepare an actuarial valuation for the Authority for the period January 1, 2013 to December 31, 2014. In addition the Authority requires the option to prepare actuarial reports for the two additional periods of January 1, 2015 to December 31, 2016 and January 1, 2017 to December 31, 2018. The first report is due September 1, 2013 for the period beginning January 1, 2013.

  - All elements required in the previously prepared Postretirement Welfare Benefit GASB 45 Actuarial Valuation dated September 7, 2011 (Appendix B) consistent with requirements under GASB 45 must be included in the subsequent valuations including, but not limited to:

    - The actuarial present value of total projected benefits.
    - Actuarial accrued liability.
    - Actuarial value of assets.
    - Annual OPEB Cost (Expense).
    - Increase in net OPEB Obligation
    - Net OPEB obligation (for employer disclosure under GASB Statement 45). (Beginning of year and end of year) - See Exhibit B Page 10
    - All necessary support material for the Comprehensive Annual Financial Report to comply with GASB OPEB reporting and disclosure requirements.
    - Actuarial Certification – See Exhibit B Page 3

- Coordinate and discuss results with the Authority's external auditors as needed.

3. Fee Proposal

A maximum fee should be proposed for each evaluation period (beginning 2013, 2015, and 2017) for the completion of the "Required Services" listed in the Scope of Services by indicating titles and hours of involved staff, their hourly rates and any out-of-pocket costs which, when combined, will reflect the maximum fee to be paid for "Required Services" for each respective period. As GASB 45 requires results be updated every two years, the Authority is requesting fees be proposed for "Required Services" for the initial valuation and for the two periods referenced under "Contract Term" for the optional renewal of the initial contract.

The Authority may request the actuary to perform extra work beyond that which is described as "Required Services". Reimbursement for these additional services will be at the hourly rates in effect for the evaluation period involved and will include reasonable out-of-pocket costs, including travel expense. Actual and necessary travel, subsistence and other out-of-pocket expenses incurred in connection with the services performed under the agreement, as

approved by the Authority pursuant to the prevailing "Travel and Expense Guidelines of the New York State Office of the State Comptroller and the Authority."

Proposers should provide a Fee Schedule utilizing the template provided in Exhibit C for each year (2013, 2015 and 2017) for the presentation of their proposal and fee information. The proposer's fee information should then be sealed in an envelope and submitted along with the balance of their proposal.

C. PROPOSAL REQUIREMENTS

1. Content of Proposal

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

To expedite the review of submissions, the Authority requests that the proposal be submitted in **DUPLICATE HARD COPIES** with the material separated by tabs numbered/lettered to match the specific information requested below. Additional information, if any, should be submitted separately.

No information beyond that specifically requested is required, and Proposers should keep their submissions to the shortest length consistent with making a complete presentation.

a. Cover Letter – A cover letter, which is an integral part of the proposal, must be signed by the individual or individuals authorized to bind the Proposer contractually. The letter must indicate for each signatory that the signer is so authorized and the title or position the signer holds in the Proposer's organization. The cover letter shall include the following:

1) The Proposer's name, nature of organization (e.g. corporation, partnership, etc), location of main office – address, telephone/fax numbers and e-mail address (if applicable) – and the name, business address, telephone/fax numbers and e-mail address (if applicable) of the person within the organization who will be the Authority's primary contact concerning the proposal.

2) A statement that the proposal is an irrevocable offer for 120 days from the date when proposals are due, or longer by mutual agreement.

3) A statement that the Proposer is ready, willing and able to provide the proposed services by the August 9, 2013 deadline.

4) The identity of the key management and supervisory personnel who will be assigned to provide the services described to the Authority.

5) A statement that if awarded the Contract, the Proposer's provision of services to the Authority will not create any conflict of interest for the Proposer. If the Proposer believes that a conflict of interest may arise, the nature of the conflict should be described.

6) The Authority expects to enter into a contract with the selected proposer substantially in the form attached to the RFP as Appendix E. The cover letter submitted with the proposal must state whether any exceptions are taken to the terms and conditions, and reference the section of the proposal where such exceptions are detailed.

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

1) A description of the proposer's approach to and work plan for providing services, including time frame to complete Required Services, reflected in Section B.2, for the initial evaluation period and during the optional contract renewal periods, as well as the ability to provide additional services, as described in Section B.3 - Fee Proposal.

2) Cost of Required Services – **The proposal cost information should be submitted as described in Section B.3 - Fee Proposal in a SEALED ENVELOPE.**

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

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

2) Detailed documentation of the Proposer's qualifications and experience related to the scope of work required by this RFP. Evidence of qualification and experience will include membership in at least one actuarial professional organization.

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

4) A client list including a detailed description of the size, total dollar value, and specific services provided for each client to which the Proposer provided similar services within the past three (3) years. Specify the name, address and telephone number of the individual responsible at the client organization for the supervision of such services.

5) A list of at least three (3) references. **NOTE THAT REFERENCES WILL BE CHECKED**

6) Copies of the Proposer's audited financial statements for the past two years; if such statements are not available, Proposer should communicate with the Authority contact person to ascertain what, if any, other evidence of the Proposer's financial stability will be acceptable to the Authority.

d. Other Required Materials – each proposal **MUST INCLUDE ALL** the following required Forms as provided as attachments to this RFP, completely filled out and executed by the individual or individuals who signed the cover letter and are authorized to bind the Proposer contractually:

1. FORM A-1 State Finance Law Section 139 Certification
2. FORM A-2 Offeror Certification of Compliance with State Finance Law §139-k(5)
3. FORM A-3 Offeror Disclosure of Prior Non-Responsibility Determinations
4. FORM B Conflict of Interest Affidavit
5. FORM C Certificate of Non-Collusion
6. FORM D Vendor Information Form
7. FORM EFOIL Confidentiality Notice
8. NYSBA EEO Form 100
9. NYSBA EEO Form 200
10. NYSBA MWBE Form 100
11. NYSBA MWBE Form 200
12. NYSBA MWBE Form 300

The requirement pursuant to State Finance Law §139-j and §139-k, which imposes certain restrictions on communications between the Authority an Offerer/bidder (Proposer) during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit a "Request for Proposal" 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 identified in this solicitation. Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offer/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.

2. Submission of Proposal

Submissions must be provided in duplicate hard copy to the Authority contact person on or before 1:00pm on July 10, 2013. The Authority is not obligated to accept any proposal received after such time. The Authority **will not accept proposals by fax or any electronic means including email.** By submitting a proposal, a Proposer accepts that it will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the services requested or because of any lack of information.

The entire proposal is understood to be in accordance with the specifications of the RFP, unless the Proposer explains otherwise in detail. The Authority reserves the right, in its discretion, to disqualify without further evaluation a proposal that does not meet all of the RFP requirements or to request clarification and additional information if deemed necessary.

D. PROPOSAL EVALUATION

1. Evaluation Criteria

Authority staff will review and evaluate each of the properly submitted written proposals. The purpose of which is to examine the submissions for compliance with this RFP and to identify the proposals that will provide the best value to the Authority. The evaluation process may also include, in the Authority's sole discretion, reference checks, oral presentations, facility inspections and/or interviews with selected Proposers.

Authority staff will evaluate each proposal using the criteria for selection set forth below, not necessarily in priority order.

- **Experience and qualifications of the firm, references, client list, and personnel to be assigned to this project**
- **Fee Proposal**
- **The proposer's approach to the work plan for providing services, including time to complete required services, for the initial evaluation period and during the optional contract renewal periods.**
- **Overall completeness, clarity, quality and responsiveness of the proposal to the RFP.**

E. OTHER REQUIREMENTS

1. Contract Terms and Conditions

Selected Proposer(s) will be required to enter into a Contract with the Authority that includes, but is not limited to, the terms set forth below:

a. The contract will cover an initial actuarial evaluation of OPEB liability for the New York State Bridge Authority as required by GASB Statement #45 and an option at the sole discretion of the Authority to renew the contract for two additional evaluations as required.

b. The Proposer shall provide all resources, personnel, equipment and supplies necessary to perform services pursuant to the Contract. If in order to provide such services the Proposer must make an external connection to the

Authority's data communications infrastructure and/or access Authority information systems, the Proposer shall in all respects comply with all Authority policies and procedures regarding such connections and information systems access and undertake whatever actions are necessary in the discretion of the Authority to ensure such compliance. The Proposer shall be responsible for all costs associated with ensuring that its own network security measures comply with all Authority policies and procedures regarding external connections.

c. The Proposer shall be responsible for all damage to life and property due to negligent or otherwise tortuous acts, errors or omissions of the Proposer in connection with its services under the Contract. Further, it is expressly understood that the Proposer shall indemnify and save harmless the Authority and the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the services of the Proposer or the quality of goods provided under the Contract, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. However, the Proposer shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the State. The provisions of this selection shall survive the expiration or termination of the Contract.

d. The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate the Contract at any time and for any reason, and such action shall in no event be deemed a breach of contract.

   This includes the Authority's right to terminate the Contract in the event the Authority finds that the certification made by the Proposer in accordance with New York State Finance Law §139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate the Contract at any time in the event the Authority finds that the Proposer is non-responsible or has failed to accurately disclose vendor responsibility information.

   In the event the Authority exercises its right to postpone, suspend, abandon, or terminate the Contract, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment or termination date, as verified by audit, and compensate the Proposer accordingly. Upon such a postponement, suspension, abandonment or termination, the Proposer must within ten (10) days deliver to the Authority all records, documents and data pertaining to services rendered under the Contract.

e. Attachment No. 1, Exhibit A, details the standard clauses which are included in all Authority contracts and is annexed hereto and incorporated herein.

2. Insurance

The successful proposer is required to have the following insurances for the term of the contract and must furnish the Authority satisfactory proof of this insurance:

a. Commercial General Liability with no less than $1,000,000 coverage for each occurrence and aggregate. The Authority shall be included as an additional insured under this policy.

b. Professional Liability or Errors and Omissions with no less than $1,000,000 for each occurrence and aggregate.

c. Workers' Compensation for the benefit of such employees as are required to be covered by the Workers' Compensation Law.

3. Performance

This contract is not assignable and the use of a subcontractor is prohibited without the written approval of the Authority.

4. Payment by Invoice

The Authority will reimburse the firm for services provided following submission of invoiced charges to the Authority. The invoice should contain a description of services provided, itemization of personal service cost by title and number of hours billed. Also, a full detailed description of other out-of-pocket expenses incurred, with receipts, if required by Authority travel and expense guidelines, shall be submitted.

5. Minority and Women Owned Business Enterprises Participation and Equal Employment Opportunity

Exhibit D entitled "Participation by Minority Group Members and Women with Respect to New York State Bridge Authority Contracts: Requirements and Procedures" is annexed hereto and incorporated herein.

F. AUTHORITY'S RIGHTS AND PREROGATIVES

1. The Authority reserves the right to exercise the following prerogatives

a. To accept or reject any or all proposals.

b. To correct any mathematical errors in the proposals.

c. To adopt as the Authority property, all submitted proposals and to use any portions thereafter unless specifically noted as proprietary by the submitting firms.

d. To change proposal due dates.

e. To accept or reject any of the Proposer's employees assigned to this relationship and to require their replacement at any time.

f. To modify the RFP at any time before the award is made, if such action is in the best interest of the Authority.

2. By submitting a proposal, the proposer covenants that they will not make any claims for or have any right to damages because of any misinterpretation or misunderstanding of this RFP because of any lack of information.

3. The contract award is subject to the availability of funds.

4. Prospective Proposers shall not discuss this RFP or responses to it with any Authority employees or officers who have any responsibility hereunder other then the designated contact.

5. New York State law requires that a proposal shall not be considered for award if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer or with any competitor. In addition, the Proposer is generally prohibited from making multiple proposals in a different form, i.e., as a prime proposer or as a subcontractor to another prime proposer.

   The proposer must include a statement in the proposal describing all actual or potential relationships which may be considered to be a "conflict of interest." The "conflict of interest" will be taken under consideration by the Authority. The Authority's determination of a disqualifying "conflict of interest" is final.

6. The Authority reserves the right to meet with selected proposers prior to the designation of a best qualified proposer, to accept or reject any proposal, to enter into negotiations with any of the proposers designated best qualified in order to determine satisfactory terms and conditions of a final contract, and to end such negotiations, at its discretion, and to designate and commence negotiations with an alternative best qualified proposer.

7. The Authority shall not be obligated for any costs incurred by the Proposer in proposal preparation or in activities related to the review of the proposal.

8. Authority staff will recommend to the Authority Board the name of the Proposer or Proposers they believe best qualified to provide the services required. Total discretion to designate the best qualified Proposer and to award or refuse to award a contract, however, remains solely with the Authority Board.

Attachments

- Appendix A - Standard Clauses for Bridge Authority Contracts
- Appendix B - A Postretirement Welfare Benefit GASB 45 Actuarial Valuation as of January 1, 2011 for New York State Bridge Authority
- Appendix C - Proposer Fee Schedule 2013, 2015 and 2017
- Appendix D – Participation by Minority Group Members and Women with Respect to New York State Bridge Authority Contracts: Requirements and Procedures
- Appendix E – Form of Agreement
- Appendix F – Received Questions and Responses to RFP issued 5-1-13 for this contract.
- FORM A-1 State Finance Law Section 139 Certification
- FORM A-2 Offeror Certification of Compliance with State Finance Law §139-k(5)
- FORM A-3 Offeror Disclosure of Prior Non-Responsibility Determinations
- FORM B Conflict of Interest Affidavit
- FORM C Certificate of Non-Collusion
- FORM D Vendor Information Form
- FORM E FOIL Confidentiality Notice
- NYSBA EEO Form 100
- NYSBA EEO Form 200
- NYSBA MWBE Form 100
- NYSBA MWBE Form 200
- NYSBA MWBE Form 300

APPENDIX A

STANDARD CLAUSES FOR ALL NEW YORK STATE BRIDGE AUTHORITY CONTRACTS

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

1. **NON-ASSIGNMENT CLAUSE**. This contract may not be assigned, and no part or portion may be subcontracted, by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Authority and any attempts to assign the contract without the Authority's written consent are null and void.

2. **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. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

3. **NON-DISCRIMINATION REQUIREMENTS**. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, genetic predisposition or carrier status, 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 of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract, as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

4. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN**. In accordance with 312 of the Executive Law, if this contract is: (a) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby the Authority is committed to

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

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

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

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

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

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

6. **NON-COLLUSIVE BIDDING REQUIREMENT**. In accordance with Public Authorities Law Section 2878, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and

without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority a non-collusive bidding certification on Contractor's behalf.

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

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

9. **RECORD-KEEPING REQUIREMENT**. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts or other evidence directly pertinent to performance under this contract (the "Records") for a period of six (6) years following final payment or to the termination of this contract, whichever is later, and any extensions thereto. The Authority and Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such Records during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of the contract", as used in this clause 9, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Authority's Executive Director with a copy to its Records Access Officer, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's right to discovery in any pending or future litigation.

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

11. **GOVERNING LAW**. This contract shall be governed by the laws of the

State of New York except where the Federal Supremacy clause requires otherwise.

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

13. **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.

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

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

16. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a.) Federal Employer Identification Number and/or Federal Social Security Number:

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's, i.e., the seller's or lessor's, identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both when the payee has both such numbers. Failure to include the number or numbers may delay payment. Where the payee does not have such number or numbers, the payee must give, on his or her invoice or New York State standard voucher, the reason or reasons why the payee does not have such number or numbers.

(b.) Privacy Notification:

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

(2.) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

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 New York State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical

hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

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

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

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

NYS Department of Economic Development
Division for Small Business
30 South Street B 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 Street, 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 upon request to the Authority;

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

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

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

19. **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 state 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.

20. **STATE FINANCE LAW SECTION 139.** The Contractor hereby certifies that all information provided to the Authority with respect to State Finance Law Section 139 is complete, true and accurate. The Authority reserves the right to terminate this Contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law Section 139-k, was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

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

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

the course for each employee prior to performing any work on the project.

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

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

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

26. **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).

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

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

Appendix B

A Postretirement Welfare Benefit GASB 45 Actuarial Valuation As of January 1, 2011

For:

New York State Bridge Authority

Prepared by:
The USI Consulting Group

September 7, 2011

September 7, 2011

New York State Bridge Authority
P O Box 1010
Highland, NY 12528

RE: January 1, 2011 Actuarial Valuation of Postretirement Welfare Benefits

We enclose the report covering the actuarial valuation of the postretirement medical insurance plan for the employees of the New York State Bridge Authority as of January 1, 2011. The numbers presented in this report reflect the adoption, by the New York State Bridge Authority, of the Statement of Governmental Accounting Standard No. 45 (GASB 45).

The financial results of the actuarial valuation are summarized in the report. The Executive Summary highlights the results of the valuation, including the calculation of the Annual OPEB Costs for the fiscal years beginning January 1, 2011 and January 1, 2012.

Additional information summarizing census information, actuarial assumptions, and the methodology for developing them, as well as a glossary of selected terms used in this study, are also included in the report.

All calculations are made in accordance with our understanding of the provisions of the Statement of Governmental Accounting Standards Board Number 45 (GASB 45). We believe this report provides all of the information your auditor requires. We would appreciate a copy of the footnote to your financial statement related to the postretirement benefits.

Respectfully submitted,

USI Consulting Group

Robert W. Webb, FSA, EA, MAAA
Vice President and Actuary

John Sheaves
Actuarial Consultant

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Section I

Executive Summary

The section presents the results of the January 1, 2012January 1, 2011 valuation. The first section provides a brief summary of the valuation results. The Executive Summary Detail provides a more detailed development of the expenses and liabilities. Items I through V show the development of the Annual Required Contribution (ARC). Items VI through IX show the calculation of the Annual OPEB Cost. Item XII provides a brief summary of the key assumptions used in developing the plan's costs and liabilities.

EXECUTIVE SUMMARY

Introduction

This report details the development of the Annual OPEB Cost for the Fiscal Years ending December 31, 2011 and December 31, 2012. Estimated disclosure information is included in Section III

The liabilities developed in this report are only valid for purposes of meeting employer accounting requirements as required by Statement of Governmental Accounting Standards Number 45 (GASB 45). Liabilities developed for other purposes could be significantly different than those shown in this report.

Summary of Results

The Actuarial Accrued Liability and Normal Cost are calculated as of the valuation date. The Annual OPEB Cost and Expected Benefit Payments are for the year beginning on the valuation date. Additional detail is developed in the exhibits included in this actuarial valuation report.

Valuation Date	January 1, 2011	January 1, 2012
Present Value of Future Benefit Payments	$57,666,302	$59,805,814
Unfunded Actuarial Accrued Liability (UAAL)	$44,607,494	$46,589,367
Annual Required Contribution (30 year amortization)	$3,243,814	$3,420,373
Annual OPEB Cost	$3,134,555	$3,274,024
Expected Benefit Payment	$912,032	$999,128
Net OPEB Obligation (NOO)	$13,922,160	$16,144,683

Economic Assumptions

The employer, with the approval of the auditor, is responsible for selecting the economic assumptions as of the disclosure date. The following table details the selected economic assumptions for the current fiscal year:

Assumption Selection Date	January 1, 2011
*Funding Interest Rate**	3.83%
2011 Trend Rates (Medical/Rx)	10.00%
Ultimate Medical/Rx Cost Trend Rate	5.00%
Year Ultimate Medical Trend Rate Reached	2018
Projected annual increase in payroll	2.50%

* *Reflects current funding policy (assumes no funding).*

Experience Gains and Losses

The plan had an accumulated experience gain over the past two years, primarily due to health care costs increasing less than assumed, offset by participant retirements greater than assumed.. The impact of the gain on the actuarial accrued liability is provided in Appendix II in Section VI.

Changes included in current valuation

The assumptions have been updated based on the following two studies:

1. *Annual Report to the Controller on Actuarial Assumptions - August, 2010.* We adopted the recommended changes to the rates of retirement, withdrawal, disability and mortality as they applied to the Employee' Retirement System. The changes resulted in a small decrease to the plan liabilities.
2. *Development of Recommended Actuarial Assumptions for New York State/SUNY GASB 45 Valuation – Participating Employer Version – March 8, 2011.* We adopted the recommended changes to the discount rate, per capita plan costs, health care trend rates, and Medicare coordination. The cost impact related to these changes was an increase in plan liabilities due primarily to the decrease in the assumed discount rate.

The plan assumptions are summarized in Section IV of the report. The impact on plan liabilities is shown in Appendix II in Section VI.

The new Health Care Reform Law is not expected to have a significant impact on the plan costs other than the provision for a "High Cost Plan Excise Tax", which is effective in 2018. This provision of the law is described in more detail in Section IV. The impact on plan liabilities is shown in Appendix II in Section VI

Accounting for Postretirement Benefits

This report provides the information needed to prepare the footnote in your financial statements related to your postretirement benefit plans. The unfunded actuarial accrued liability and the ARC are developed in the Executive Summary Detail included in this section. For this Fiscal Year / Valuation Report, Section III presents the disclosure information based on estimated contributions made.

Actuarial Certification

The financial results of the actuarial valuation are summarized in this report. The valuation has been prepared as of January 1, 2011. The detail charts included in this Executive Summary highlight the results of the valuation. Additional information summarizing the census, actuarial assumptions, plan provisions, and a glossary of selected terms used in this study are also included in this report.

The valuation is based on the January 1, 2011 census data and plan information as provided by the employer. We have reviewed both the census and financial data for reasonableness, but have not completed an independent audit of the information.

All costs, liabilities, and other factors under the plan were determined in accordance with generally accepted actuarial principles and procedures. The calculations are consistent and undertaken with our understanding of Statement of Governmental Accounting Standards Number 45 (GAS 45). In our opinion, the actuarial assumptions are reasonable, taking in account the experience of the plan and reasonable expectations and, individually represent our best estimate of the anticipated experience under the plan.

I have no relationship with the employer or the plan that would objectively impair, or appear to impair, my ability to perform the work detailed in this report.

I certify that I am a member of the American Academy of Actuaries and meet its Qualification Standards to provide an actuarial opinion in accordance with GASB 45.

Robert W. Webb, FSA, EA, MAAA
Vice President and Actuary

Adeniyi Olayya, ASA, MAAA
Associate Vice President and Actuary

EXECUTIVE SUMMARY DETAIL

GASB 45 LIABILITIES, ANNUAL REQUIRED CONTRIBUTION AND ANNUAL OPEB COST

		2011	2012
I.	***Present value of Future benefits***		
	A. Retirees/Disableds	$18,405,799	$19,330,311
	B. Active Employees	$39,260,503	$40,475,503
	C. Total	$57,666,302	$59,805,814
II.	***Actuarial Accrued Liability***		
	A. Retirees/Disableds	$18,405,799	$19,330,311
	B. Active Employees	$26,201,695	$27,259,056
	C. Total	$44,607,494	$46,589,367
III.	***Actuarial Assets***	$0	$0
IV.	***Unfunded Actuarial Accrued Liability (UAAL)***	$44,607,494	$46,589,367
V.	***Annual Required Contribution (ARC)***		
	A. Normal Cost	$1,158,374	$1,187,333
	B. Supplemental Cost	$1,982,606	$2,125,299
	C. Compound Interest to Year End	$102,834	$107,741
	D. Annual Required Contribution *[A. + B. + C.]*	$3,243,814	$3,420,373
VI.	***Net OPEB Obligation***	$13,922,160	$16,144,683
VII.	***Interest on net OPEB Obligation***	$533,219	$618,341
VIII.	***Adjustment to ARC***	($642,478)	($764,690)
IX.	***Annual OPEB Cost (Expense)*** ***[V. + VII. + VIII.]***	$3,134,555	$3,274,024
X.	***Expected Benefit Payments***		
	A. Retirees/Disableds	$858,958	$893,351
	B. Active Employees	$53,074	$105,777
	C. Total	$912,032	$999,128
XI.	***Key Actuarial Assumptions***		
	A. Interest Rate	3.83%	3.83%
	B. 2011 Medical & Rx Trend Rates	10.00%	10.00%
	C. Ultimate Medical & Rx Trend Rate	5.00%	5.00%
	D. Year Ultimate Trend Rates Reached	2018	2018
	E. Annual Payroll Increase	2.50%	2.50%

Section II

Census Information

This section details statistics related to the participants in the postretirement benefit plan.

CENSUS INFORMATION – A.

EMPLOYEE COUNTS

	As of January 1, 2011		
	Actives	*Retirees**	*Total*
Male	85	59	144
Female	39	40	79
Total	124	99	223

COUNTS BY AGE AND ELIGIBILITY STATUS

ACTIVE EMPLOYEES :

Age	*Currently Eligible to Retire*	*Not Currently Eligible to Retire*	*Total*
29 and under	N/A	7	7
30 - 34	N/A	9	9
35 - 39	N/A	12	12
40 - 44	N/A	14	14
45 - 49	N/A	31	31
50 - 54	N/A	20	20
55 - 59	17	2	19
60 - 64	5	1	6
65 and over	5	1	6
Total	27	97	124

CURRENT RETIREES:

Age	*Retirees**	*Spouses*	*Total*
54 and under	7	10	17
55 - 59	14	9	23
60 - 64	17	7	24
65 - 69	17	5	22
70 - 74	8	4	12
75 -79	13	7	20
80 and over	23	4	27
Total	99	46	145

*Retirees includes surviving spouses and vestees

CENSUS INFORMATION – B.

AVERAGE AGE AND SERVICE

	As of January 1, 2011
ACTIVE EMPLOYEES:	
A. Average Age at Hire	
Males	31.8
Females	31.6
Total	31.7
B. Average Service	
Males	16.1
Females	16.1
Total	16.1
C. Average Current Age	
Males	47.9
Females	47.7
Total	47.8
CURRENT RETIREES:	
D. Average Current Age	
Males	68.1
Females	68.9
Total	68.3

Section III

Financial Statement Disclosure

This section provides the required information and notes to the Financial Statements For the fiscal year ending December 31, 2011.

FINANCIAL STATEMENT DISCLOSURE

The GASB standard on accounting for postretirement benefits other than pensions requires the following disclosures in the financial statements with regard to the retiree benefit liability:

1.) GASB 45 DISCLOSURE FINANCIALS

A. Annual OPEB Cost and Net OPEB Obligation	1/1/2011 - 12/31/2011	1/1/2012 - 12/31/2012
1. Annual Required Contribution (ARC)	$3,243,814	$3,420,373
2. Interest on net OPEB Obligation	$533,219	$618,341
3. Adjustment to ARC	($642,478)	($764,690)
4. Annual OPEB Cost (Expense)	$3,134,555	$3,274,024
5. Contribution made (assumed middle of year) *	$912,032	$999,128
6. Increase in net OPEB Obligation	$2,222,523	$2,274,896
7. Net OPEB Obligation - beginning of year	$13,922,160	$16,144,683
8. Net OPEB Obligation - end of year	$16,144,683	$18,419,579

** Contribution made was assumed to equal Expected Benefit Payments*

The annual OPEB Cost, the percentage of annual OPEB cost contributed to the plan, and the net OPEB obligation for fiscal years ending 2011 / 2012 are as follows:

Fiscal Year Ending	Annual OPEB Cost	Percentage of Annual OPEB Cost Contributed	Net OPEB Obligation	Covered Payroll	OPEB Cost % of Pay
12/31/2009	$2,832,086	24.8%	$11,811,801	$7,447,815	38.0%
12/31/2010	$2,891,541	28.3%	$13,922,160	$7,634,010	37.9%
12/31/2011	$3,134,555	29.1%	$16,144,683	N/A	N/A
12/31/2012	$3,274,024	30.5%	$18,419,579	N/A	N/A

B. Funded Status and Funding Progress

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Accrued Liability (AAL) (b)	Unfunded AAL (UAAL) (b - a)	Funded Ratio (a/b)	Covered Payroll (c)	UAAL as a Percentage of Covered Payroll (AAL) ((b - a) / c)
1/1/2007	$ -	$39,696,981	$39,696,981	0.0%	$8,652,954	458.8%
1/1/2009	$ -	$41,329,278	$41,329,278	0.0%	$7,447,815	554.9%
1/1/2011	$ -	$44,607,494	$44,607,494	0.0%	N/A	N/A

C. Methods and Assumptions

- Interest Rate	3.83%
- 2011 Medical & Rx Trend Rates	10.00%
- Ultimate Medical & Rx Trend Rate	5.00%
- Year Ultimate Trend Rates Reached	2018
- Actuarial Cost Method	Attained Age Normal
- The remaining amortization period at 12/31/2011	26.37
- Annual Payroll Increase	2.50%

FINANCIAL STATEMENT DISCLOSURE (cont.)

2.) A BRIEF DESCRIPTION OF THE POST EMPLOYMENT MEDICAL/DRUG INSURANCE PLAN:

Type of Coverage:

Medical: New York State Health Insurance Program which includes the following plans : Empire Plan, Capital District PHP, MVP Health Care Central, MVP Health Care East Region, and MVP Health Care Mid-Hudson Region. Details can be found in the Summary Program Description of New York State Health Insurance Program Booklet.

Eligibility:

Retirement: At least 55 years old with 5 years of service if date of hire is before April 1, 1975 or 10 years of service if date of hire is after April 1, 1975

Disability: 5 years of service if date of hire is before April 1, 1975 or 10 years of service if date of hire is after April 1, 1975. No service requirement if disability is work related.

Death: Three months of extended benefits if retired or vested plus continuation of benefits for spouse of retiree. 10 years of service for active employee.

Termination of employment: 5 years of service if date of hire is before April 1, 1975 or 10 years of service if date of hire is after April 1, 1975.

Cost Sharing:

For employees with a date of retirement before April 1, 1983 and at least five years of service, the Authority contributes 100% of costs for employees and 75% for an employee's spouse.

For employees with a date of retirement after April 1 1983 and at least ten years of service, the Authority contributes 90% of costs for employees and 75% for an employee's spouse.

Extended death benefits are paid by the employer. If death from active status is not within 10 years of meeting the retirement age requirement, then dependents pay the full cost of benefits, otherwise the dependents pay the same amount as active employees.

Vestees pay 100% of premium prior to retirement age. At retirement age, retiree cost sharing provisions apply.

Spouse Coverage: Yes

Surviving Spouse Coverage: Spouse pays 25% of the premium.

Section IV

Actuarial Assumptions And Methodology

The following pages detail the assumptions used in the calculations.

ACTUARIAL ASSUMPTIONS AND METHODOLOGY

1. **Funding Interest Rate:** An interest rate of 3.83% was used.

For the following demographic (mortality, retirement, disability, and other termination of employment) assumptions we utilized rates developed in the report, "Annual Report to the Controller of Actuarial Assumptions" prepared by the Retirement Systems Actuary dated August, 2010:

2. **Mortality:** Sex-distinct mortality rates from Tables 1 through 4, with a 60% weight to the white collar experience and 40% to the labor experience. Future mortality improvements were projected using the Society of Actuaries Mortality Projection Scale AA. Disability rates were based on Tables 5 and 6 with similar projections of future mortality improvements.

3. **Retirement Rates:**

	Early Retirement System Years of Service		
Age	0-19	20-29	30+
55	6.10%	8.56%	52.92%
60	5.01%	8.13%	22.15%
65	17.11%	29.61%	32.22%
69	14.12%	22.94%	2.70%
70+	100.00%	100.00%	100.00%

4. **Disability Rates:**

Age	*Tiers 1 & 2*	*Tiers 3 & 4*
20	.087%	.068%
30	.087%	.068%
40	.172%	.158%
50	.403%	.390%
60	.926%	.913%

ACTUARIAL ASSUMPTIONS AND METHODOLOGY (cont.)

5. **Termination Rates:**

	Years of Service					
Age	1	2	3	4	5-9	10+
15	20.23%	10.86%	7.03%	6.12%	4.43%	2.77%
25	17.82%	12.17%	9.75%	7.17%	4.81%	2.77%
30	15.89%	11.89%	10.17%	8.27%	4.73%	2.62%
40	13.06%	8.42%	6.99%	6.02%	4.12%	1.85%
50	12.29%	7.09%	5.77%	4.73%	3.17%	1.26%
60	13.43%	7.89%	6.67%	4.93%	2.98%	1.13%
69	14.82%	8.58%	6.96%	5.35%	3.01%	1.15%

6. **Health Care Trend Rates:** It was assumed that health care costs would increase in accordance with the trend rates in the following table:

Year	*Non Medicare Eligible Medical & Rx*	*Medicare Eligible Medical*	*Medicare Part B Reimbursement*
2011	10.0%	5.80%	5.75%
2012	10.0%	5.57%	5.32%
2013	9.25%	5.12%	5.27%
2014	8.25%	5.00%	5.30%
2015	7.25%	5.00%	5.30%
2016	6.25%	5.00%	5.30%
2017	5.25%	5.00%	5.30%
2018	5.00%	5.00%	5.30%
2019	5.00%	5.00%	5.15%
2020	5.00%	5.00%	5.02%
2021+	5.00%	5.00%	5.00%

7. **Participation Rate:** It was assumed that 100% of the current active employees covered under the active plan on the day before retirement would enroll in the retiree medical plan upon retirement.

Employees who terminate and are eligible to continue health coverage (Vestees) are assumed to elect coverage in accordance with the following table:

Age	*Percent*
<40	0.0%
40-43	5.0%
44	20.0%
45-46	30.0%
47-48	40.0%
49	50.0%
50-51	80.0%
52-54	100.0%

ACTUARIAL ASSUMPTIONS AND METHODOLOGY (cont.)

8. **Per Capita Claims Cost:** The 2011 Per Capita Medical/Drug Claim Costs were based on the New York State Bridge Authority's annual premium and the age related morbidity table from the report, *"Development of Recommended Actuarial Assumptions for New York State/SUNY GASB 45 Valuation"* dated March 8, 2011 prepared by the Department of Civil Service's actuarial consultant.

Age	Annual Per Capita Claims Cost
39 & under	5,596
45	6,331
50	7,163
55	8,425
60	10,055
65	3,579
70	4,150
75	4,695
80	5,184
85	5,448
90 & Over	5,585

9. **Administrative expenses:** Included in premiums used.

10. **Participant Salary Increases:** The salary increase rates developed in the report, "Development of Recommended Actuarial Assumptions for New York State/ SUNY GASB 45" dated March 8, 2011 prepared by the Department of Civil Service's actuarial consultant were used. Sample rates:

Service	*Annual Increase*
0	10.3%
5	5.92%
10	4.86%
15	4.40%
20	4.06%
25	3.81%
30	3.68%
35	3.56%
40	3.36%

11. **Payroll Growth Rate:** 2.50% annually

12. **Actuarial Value of Assets:** N/A

ACTUARIAL ASSUMPTIONS AND METHODOLOGY (cont.)

13. **Percent Married:** It was assumed that 65% of the male and 40% of the female employees who elect retiree health care coverage for themselves would also elect coverage for their spouse upon retirement. It was assumed that male spouses are three years older than their wives and female spouses are three years younger than the retiree. For current retirees, actual census information was used.

14. **High Cost Plan Excise Tax:** Effective in 2018. The law apply a 40% tax to the cost of plan benefits in excess of statutory thresholds, which are $10,200 for single coverage and $27,500 for family coverage for Medicare eligible retirees. An additional $1,650 and $3,450 are added for single and family coverage respectively, for retirees who are between ages 55 and 65. We assume the thresholds will start to increase in 2018 at the rate of 3.0%. The plan costs for pre 65 and post 65 benefits are based on the plans' premium costs adjusted for aging and trended at the health care trend rates shown above.

ACTUARIAL COST METHOD

An Actuarial Cost Method develops an orderly allocation of the actuarial present value of benefits payments over the working lifetime of the participants in the plan. The actuarial present value of benefits allocated to a particular fiscal year is called the Normal Cost. The actuarial present value of benefits allocated to all periods prior to a valuation date is called the Actuarial Accrued Liability. The Unfunded Actuarial Accrued Liability is amortized over future years in accordance with the employer's established accounting policy.

The Attained Age Actuarial Cost Method is used in this valuation. Under this method, the excess of the Actuarial Present Value of Projected Benefits over the Actuarial Accrued Liability is allocated on a level basis over future earnings. The plan's Actuarial Accrued Liability is the sum of all participants individually determined Actuarial Accrued Liabilities. A participant's individually determined Actuarial Accrued Liability is a percentage of the participant's Actuarial Present Value of Projected Benefits based on an participant's years of service as of the Valuation Date over the participant's projected years of service to decrement date.

The amortization of the unfunded actuarial accrued liability has been determined as a level percentage of the projected payroll of active plan members. At each valuation, a new amortization base is created equal to the excess of the unfunded actuarial accrued liability over the remaining balances of prior amortization bases. The new base is amortized over 30 years. The equivalent single amortization period for all components combined may not exceed the maximum acceptable period of 30 years. The development of the amortization amounts is provided in Appendix III.

ADDITIONAL COMMENTS

The values in this GASB 45 valuation represent a closed group and do not reflect new entrants after the census collection date.

Section V

Plan Provisions

This section details the plan provisions for the postretirement medical insurance benefit plan.

PLAN PROVISIONS
RETIREE MEDICAL PLANS

Type of Coverage:

Medical: New York State Health Insurance Program which includes the following plans : Empire Plan, Capital District PHP, MVP Health Care Central, MVP Health Care East Region, and MVP Health Care Mid-Hudson Region. Details can be found in the Summary Program Description of New York State Health Insurance Program Booklet.

Eligibility:

Retirement: At least 55 years old with 5 years of service if date of hire is before April 1, 1975 or 10 years of service if date of hire is after April 1, 1975

Disability: 5 years of service if date of hire is before April 1, 1975 or 10 years of service if date of hire is after April 1, 1975. No service requirement if disability is work related.

Death: Three months of extended benefits if retired or vested plus continuation of benefits for spouse of retiree. 10 years of service for active employee.

Termination of employment: 5 years of service if date of hire is before April 1, 1975 or 10 years of service if date of hire is after April 1, 1975.

Cost Sharing:

For employees with a date of retirement before April 1, 1983 and at least five years of service, the Authority contributes 100% of costs for employees and 75% for an employee's spouse.

For employees with a date of retirement after April 1 1983 and at least ten years of service, the Authority contributes 90% of costs for employees and 75% for an employee's spouse.

Extended death benefits are paid by the employer. If death from active status is not within 10 years of meeting the retirement age requirement, then dependents pay the full cost of benefits, otherwise the dependents pay the same amount as active employees.

Vestees pay 100% of premium prior to retirement age. At retirement age, retiree cost sharing provisions apply.

Spouse Coverage:

Yes

Surviving Spouse Coverage:

Spouse pays 25% of the premium.

PLAN PROVISIONS
RETIREE MEDICAL PLANS (cont.)

Annual Premiums:

As of 1/1/2011

Empire	Retiree	$ 6,741.96
	Dependent	$ 8,964.12
CDPHP	Retiree	$ 6,162.12
	Dependent	$ 9,242.16
MVP Health Care East	Retiree	$ 5,491.56
	Dependent	$ 8,234.76
MVP Health Care Mid-Hudson	Retiree	$ 6,179.64
	Dependent	$ 9,272.40

Medicare Part B:

The Bridge Authority reimburses the retiree and his/her Medicare eligible spouse for the Medicare Part B premium of $1,156.80 for retirements prior to 2010, $1,326.00 for retirements in 2010 and $1,384.80 for retirements in 2011..

Section VI

Appendices

APPENDIX - I.

ACTIVE EMPLOYEE BY AGE AND SERVICE

AS OF JANUARY 1, 2011

	Service									
Age	0 - 4	5 - 9	10 - 14	15 - 19	20 - 24	25 - 29	30 - 34	35 - 39	40+	Total
0 - 19	0	0	0	0	0	0	0	0	0	0
20 - 24	1	0	0	0	0	0	0	0	0	1
25 - 29	3	3	0	0	0	0	0	0	0	6
30 - 34	6	2	1	0	0	0	0	0	0	9
35 - 39	1	4	4	3	0	0	0	0	0	12
40 - 44	2	4	4	2	2	0	0	0	0	14
45 - 49	1	1	7	5	6	11	0	0	0	31
50 - 54	0	4	1	1	6	7	1	0	0	20
55 - 59	1	1	1	5	7	4	0	0	0	19
60 - 64	0	1	1	2	0	1	1	0	0	6
65 - 69	0	1	0	2	0	0	0	0	0	3
70 - 74	0	0	2	1	0	0	0	0	0	3
75 - 79	0	0	0	0	0	0	0	0	0	0
80 and Over	0	0	0	0	0	0	0	0	0	0
Total	15	21	21	21	21	23	2	0	0	124

APPENDIX - II.

RECONCILIATION OF ACTUARIAL ACCRUED LIABILITY

a. 1/1/09 Actuarial Accrued Liability		$41,329,278
b. 2009 Normal Cost	$1,035,991	
c. Interest Rate	4.000%	
d. Interest on (a. + b.)	$1,694,611	
e. 2009 Benefit Payments	($806,720)	
f. Interest on e.	($15,977)	
g. 1/1/10 Expected Actuarial Accrued Liability (a. + b. + d. + e. + f.)		$43,237,183
h. 2010 Normal Cost	$1,061,891	
i. Interest Rate	4.000%	
j. Interest on (g. + h.)	$1,771,963	
k. 2010 Benefit Payments	($912,656)	
l. Interest on k.	($18,074)	
m. 1/1/11 Expected Actuarial Accrued Liability (g. + h. + j. + k. + l.)		$45,140,307
n. Change in Actuarial Accrued Liability due to		
i. Census changes	$2,151,872	
ii. Health care costs	($4,853,756)	
iii. Change in Actuarial Assumptions	$1,023,642	
iv. High Cost Plan Excise Tax	$1,145,429	
v. Total	($532,813)	
o. 1/1/11 Actuarial Accrued Liability (m. + n. iv.)		$44,607,494

APPENDIX - III.

DEVELOPMENT OF NORMAL COST AND AMORTIZATION PAYMENT

I. Development Normal Cost

A. 1/1/2011 Present Value of Future Benefits	$57,666,302
B. 1/1/2011 Actuarial Accrued Liability	$44,607,494
C. Present Value of Future Normal Costs (a. - b.)	$13,058,808
D. Present Value of Future Valuation Salaries	$229,226,700
E. Normal Cost Percentage (c. / d.)	5.70%
F. Current Valuation Salaries	$20,322,354
G. 2011 Normal Cost (e. x f.)	$1,158,374

II. Development Amortization Payments

A. Prior Bases

1. Amortization Base Balance as of 1/1/09	$41,329,278
2. 2009 Amortization Payment	$1,779,328
3. Interest	4.000%
4. Interest on (1) + (2)	$1,581,998
5. Amortization Base Balance as of 1/1/10	$41,131,949
6. 2010 Amortization Payment	$1,823,811
7. Interest	4.000%
8. Interest on (5) + (6)	$1,572,326
9. Amortization Base Balance as of 1/1/11	$40,880,463
10. Remaining Amortization Period	26.08
11. Valuation Interest rate	3.830%
12. Assumed payroll growth	2.500%
13. 2011 Adjusted Amortization Amount	$1,833,763

B. New Amortization Base

1. Experience (Gain)/Loss	($2,701,884)
2. Assumption Changes	$1,023,642
3. Plan Change (Health Care Reform High Plan Excise Tax)	$1,145,429
4. Funded Policy	$4,259,843
5. Total	$3,727,031
6. Remaining Amortization Period	30
7. Valuation Interest rate	3.830%
8. Assumed payroll growth	2.500%
9. Amortization Amount	$148,842

C. Combined Bases

1. Amortization Base Balance as of 1/1/11 (A.9. + B.5.)	$44,607,494
2. 2011 Preliminary Total Amortization Amount (A.13. + B.9.)	$1,982,606
3. 2011 Minimum Total Amortization Amount (30 year)	$1,781,441
4. 2011 Total Amortization Amount (greater of 2. and 3.)	$1,982,606

APPENDIX – IV

PROJECTED BENEFIT PAYMENTS

Year	Amount	Accumulated	Year	Amount	Accumulated	Year	Amount	Accumulated
2011	$ 912,032	$ 912,032	2041	$ 3,662,092	$ 76,645,450	2071	$ 1,161,806	$ 159,017,082
2012	$ 999,128	$ 1,911,160	2042	$ 3,752,980	$ 80,398,430	2072	$ 1,052,083	$ 160,069,165
2013	$ 1,108,455	$ 3,019,615	2043	$ 3,689,379	$ 84,087,809	2073	$ 947,224	$ 161,016,389
2014	$ 1,216,476	$ 4,236,091	2044	$ 3,725,146	$ 87,812,955	2074	$ 846,574	$ 161,862,963
2015	$ 1,310,157	$ 5,546,248	2045	$ 3,757,501	$ 91,570,456	2075	$ 750,240	$ 162,613,203
2016	$ 1,432,103	$ 6,978,351	2046	$ 3,697,315	$ 95,267,771	2076	$ 660,319	$ 163,273,522
2017	$ 1,582,029	$ 8,560,380	2047	$ 3,698,225	$ 98,965,996	2077	$ 577,146	$ 163,850,668
2018	$ 1,779,675	$ 10,340,055	2048	$ 3,664,147	$ 102,630,143	2078	$ 500,314	$ 164,350,982
2019	$ 1,893,679	$ 12,233,734	2049	$ 3,578,144	$ 106,208,287	2079	$ 429,280	$ 164,780,262
2020	$ 1,979,622	$ 14,213,356	2050	$ 3,499,863	$ 109,708,150	2080	$ 365,214	$ 165,145,476
2021	$ 2,130,829	$ 16,344,185	2051	$ 3,435,273	$ 113,143,423	2081	$ 308,144	$ 165,453,620
2022	$ 2,293,380	$ 18,637,565	2052	$ 3,321,982	$ 116,465,405	2082	$ 257,131	$ 165,710,751
2023	$ 2,360,130	$ 20,997,695	2053	$ 3,226,936	$ 119,692,341	2083	$ 211,845	$ 165,922,596
2024	$ 2,537,247	$ 23,534,942	2054	$ 3,146,400	$ 122,838,741	2084	$ 172,677	$ 166,095,273
2025	$ 2,628,296	$ 26,163,238	2055	$ 3,058,569	$ 125,897,310	2085	$ 138,955	$ 166,234,228
2026	$ 2,606,959	$ 28,770,197	2056	$ 2,957,437	$ 128,854,747	2086	$ 110,573	$ 166,344,801
2027	$ 2,669,577	$ 31,439,774	2057	$ 2,854,848	$ 131,709,595	2087	$ 85,998	$ 166,430,799
2028	$ 2,772,058	$ 34,211,832	2058	$ 2,746,611	$ 134,456,206	2088	$ 65,844	$ 166,496,643
2029	$ 2,838,157	$ 37,049,989	2059	$ 2,631,613	$ 137,087,819	2089	$ 49,973	$ 166,546,616
2030	$ 2,896,795	$ 39,946,784	2060	$ 2,512,137	$ 139,599,956	2090	$ 36,884	$ 166,583,500
2031	$ 2,920,065	$ 42,866,849	2061	$ 2,389,347	$ 141,989,303	2091	$ 26,677	$ 166,610,177
2032	$ 3,009,193	$ 45,876,042	2062	$ 2,262,333	$ 144,251,636	2092	$ 19,088	$ 166,629,265
2033	$ 3,190,334	$ 49,066,376	2063	$ 2,135,332	$ 146,386,968	2093	$ 13,042	$ 166,642,307
2034	$ 3,245,747	$ 52,312,123	2064	$ 2,009,002	$ 148,395,970	2094	$ 8,272	$ 166,650,579
2035	$ 3,254,544	$ 55,566,667	2065	$ 1,883,506	$ 150,279,476	2095	$ 5,026	$ 166,655,605
2036	$ 3,364,997	$ 58,931,664	2066	$ 1,759,085	$ 152,038,561	2096	$ 2,551	$ 166,658,156
2037	$ 3,441,114	$ 62,372,778	2067	$ 1,635,132	$ 153,673,693	2097	$ 851	$ 166,659,007
2038	$ 3,461,213	$ 65,833,991	2068	$ 1,513,324	$ 155,187,017	2098	$ 127	$ 166,659,134
2039	$ 3,545,856	$ 69,379,847	2069	$ 1,392,562	$ 156,579,579	2099	$ -	$ 166,659,134
2040	$ 3,603,511	$ 72,983,358	2070	$ 1,275,697	$ 157,855,276	2100	$ -	$ 166,659,134

APPENDIX – V
GLOSSARY

Actuarial Accrued Liability. The portion, as determined by a particular Actuarial Cost Method, of the present value of benefits which is not provided for by future Normal Costs.

Actuarial Cost Method. A procedure for determining the Actuarial Present Value of Total Projected Benefits and for developing an actuarially equivalent allocation of such value to time periods, usually in the form of a Normal Cost and an Actuarial Accrued Liability.

Actuarially Equivalent. Of equal Actuarial Present Value, determined as of a given date with each value based on the same set of Actuarial Assumptions.

Actuarial Present Value of Total Projected Benefits. The present value, as of the valuation date, of the cost of future benefits to be paid to employees, retirees, and covered dependents, discounted to reflect the expected effects of the time value (present value) of money and the probabilities of payment. It is the amount that would have to be invested on the valuation date so that the amount invested plus investment earnings will provide sufficient assets to pay total projected benefits when due.

Annual OPEB Cost. The accrual-basis measure of the periodic cost of an employer's participation in a defined benefit OPEB Plan.

Annual Required Contributions of the Employer (ARC). The employer's periodic required contributions to a defined benefit OPEB plan, calculated in accordance with the parameters defined in GAS 45.

Investment Return Assumption (Discount Rate). The rate used to adjust a series of future benefit payments to reflect the time value of money.

Healthcare Cost Trend Rate. The rate of change in per capita health claims costs over time as a result of factors such as medical inflation, utilization of healthcare services and technological developments.

Net OPEB Obligation. The cumulative difference since the effective date of GAS 45 between the annual OPEB cost and the employer's contributions to the plan.

Normal Cost. The portion of the Actuarial Present Value of plan benefits which is allocated to a valuation year by the Actuarial Cost Method.

OPEB. Postemployment benefits other than pension benefits.

Pay-As-You-Go. The amount of the benefits paid out to plan participants during the year.

Per Capita Claims Cost. The current average annual cost of providing postretirement health care benefits per individual.

Supplemental Cost. The amount of the Annual Required Contribution attributable to the amortization of the unfunded Actuarial Accrued Liability.

Appendix C

New York State Bridge Authority
Actuarial Consulting Services for Post Employment Benefits
BA-2013-OA-002-PS

SCHEDULE OF PROFESSIONAL FEES AND OUT-OF-POCKET EXPENSES
FOR THE YEAR 2013

FEE SCHEDULE 2013

Professional Fees

Title	Hours	Hourly Rate	Total

Other Titles:

		Subtotal	

Estimated Out-of-Pocket Expenses

Meals and Lodging			
Travel			
Other *			
*Please detail and Explain		**Subtotal**	

Grand Total and Maximum Fees

New York State Bridge Authority
Actuarial Consulting Services for Post Employment Benefits
BA-2013-OA-002-PS

SCHEDULE OF PROFESSIONAL FEES AND OUT-OF-POCKET EXPENSES
FOR THE YEAR 2015

FEE SCHEDULE 2015

Professional Fees

Title	Hours	Hourly Rate	Total

Other Titles:

		Subtotal	

Estimated Out-of-Pocket Expenses

Meals and Lodging			
Travel			
Other *			
*Please detail and Explain		Subtotal	

Grand Total and Maximum Fees _____

New York State Bridge Authority
Actuarial Consulting Services for Post Employment Benefits
BA-2013-OA-002-PS

SCHEDULE OF PROFESSIONAL FEES AND OUT-OF-POCKET EXPENSES
FOR THE YEAR 2017

FEE SCHEDULE 2017

Professional Fees

Title	Hours	Hourly Rate	Total

Other Titles:

		Subtotal	

Estimated Out-of-Pocket Expenses

Meals and Lodging			
Travel			
Other *			
*Please detail and Explain		**Subtotal**	

Grand Total and Maximum Fees

Appendix D

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A, the New York State Bridge Authority ("NYSBA") recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of NYSBA contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (the "Disparity Study"). The Disparity Study found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the NYSBA establish goals for maximum feasible participation of New York State Certified minority- and women-owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the NYSBA hereby establishes an overall goal of 20% for MWBE participation, 8% for Minority-Owned Business Enterprises ("MBE") participation and 12% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that the NYSBA may withhold payment pending receipt of the required MWBE documentation. The directory of New York State Certified MWBEs can be viewed at: http://www.esd.ny.gov/mwbe.html. For guidance on how the NYSBA will determine a Contractor's "good faith efforts," refer to 5 NYCRR § 142.8.

In accordance with Executive Law § 316-a and 5 NYCRR § 142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth above, such finding constitutes a breach of Contract and the NYSBA may withhold payment from the Contractor as liquidated damages.

By submitting a bid or proposal, a bidder on the Contract ("Bidder") agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Bidders are required to submit a MWBE Utilization Plan on MWBE Form # 100 with their bid or proposal. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to the NYSBA.

B. The NYSBA will review the submitted MWBE Utilization Plan and advise the Bidder of the NYSBA's acceptance or issue a notice of deficiency within 30 days of receipt.

C. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to the NYSBA, at PO Box 1010, Highland, New York 12528, phone number (845) 691-7245, facsimile (845) 691-3560, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the NYSBA to be inadequate, the NYSBA shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on MWBE Form # 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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

   a) If a Bidder fails to submit a MWBE Utilization Plan;

   b) If a Bidder fails to submit a written remedy to a notice of deficiency;

   c) If a Bidder fails to submit a request for waiver; or

   d) If the NYSBA determines that the Bidder has failed to document good faith efforts.

Contractors shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to the NYSBA, but must be made no later than prior to the submission of a request for final payment on the Contract.

Contractors are required to submit a Monthly MWBE Participation Performance Report on Form # 300 to the NYSBA, at PO Box 1010, Highland, New York 12528, phone number (845) 691-7245, facsimile (845) 691-3560, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A to the Contract, *Standard Clauses for all New York State Bridge Authority Contracts*, including Clause 4, *Equal Employment Opportunities for Minorities and Women*, and Clause 18, *Omnibus Procurement Act of 1992*.

Bidder further agrees, where applicable, to submit with the bid a staffing plan (EEO Form # 100) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the NYSBA a workforce utilization report identifying the workforce actually utilized on the Contract if known.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

DRAFT 5-1-13

Appendix E

NEW YORK STATE BRIDGE AUTHORITY

AGREEMENT FOR
PROFESSIONAL
SERVICES

WITH:

XXXXXXXXXXXX

ATTACHMENTS:

SCHEDULE "A":	STANDARD CLAUSES
SCHEDULE "B":	MWBE/UTILIZATION PLAN
EXHIBIT "A":	REQUEST FOR PROPOSAL
EXHIBIT "B":	CONSULTANT'S PROPOSAL
EXHIBIT "C":	INSURANCE
EXHIBIT "D":	CONTRACTOR/VENDOR FACILITY ACCESS POLICY

PROFESSIONAL SERVICES CONTRACT AGREEMENT

This AGREEMENT is made this ___ day of _____2013 by and between the New York State Bridge Authority (hereinafter referred to as "AUTHORITY"), whose office is at Mid-Hudson Bridge Plaza, Highland, New York, and _____ (hereinafter referred to as "CONSULTANT"), whose office is at _____.

WITNESSETH

WHEREAS, the AUTHORITY intends to undertake BA-2013-OA-002-PS (hereinafter the "PROJECT") with the CONSULTANT and the agreement for this PROJECT is designated as Actuarial Services for Post Employment Benefits (hereinafter "AGREEMENT"); and

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

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

ARTICLE 1. TERMS OF AGREEMENT. The engagement shall commence the date of this agreement and shall continue to and including the end of the initial term and any option Extension Term (as defined at Exhibit C herein), unless sooner terminated as hereinafter provided, or unless extended by agreement of the parties. This AGREMEENT may be extended in writing by mutual consent of the parties hereto upon the same terms and conditions for a period of time as agreed upon by the parties.

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

The CONSULTANT shall provide, to the satisfaction of the AUTHORITY, professional consulting services, as more fully described in the Request for Proposal issued by the Authority,

attached hereto as Exhibit "A," and the Contractor's Proposal, attached hereto as Exhibit "B" (the "work"). The CONSULTANT will provide these services until completion and final acceptance of the work by the AUTHORITY.

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

ARTICLE 3. DOCUMENTS FORMING THE AGREEMENT. This AGREEMENT constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this AGREEMENT will be valid provisions of this Contact. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

The AGREEMENT shall be deemed to include the AUTHORITY's REQUEST FOR PROPOSAL, EXHIBIT "A", the CONSULTANT'S PROPOSAL, EXHIBIT "B", INSURANCE, EXHIBIT "C", and the provisions required by law to be inserted into the AGREEMENT, whether or not actually inserted, as set forth in SCHEDULES "A" and "B" which are attached hereto and incorporated herein.

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

ARTICLE 4. PROVISION FOR PAYMENT. The AUTHORITY shall pay to the CONSULTANT, and the CONSULTANT agrees to accept as full compensation for its services under the Contract, payment in accordance with the CONSULTANT'S proposal attached hereto as Exhibit "B." Where applicable, the CONSULTANT shall present to the AUTHORITY an itemized list of expenses to be reimbursed with proof of expense acceptable to the AUITHORITY provided that no expense shall be reimbursed that has not been authorized in advance by the AUTHORITY. Payment for services under this contract shall not exceed _____ absent authorization by the Board.

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

CONSULTANT shall present an invoice to the AUTHORITY each month for services performed, travel time, and expenses. Payment shall be in full within thirty (30) days of the date of the invoice.

No payment shall be made for hours in excess of the agreed to assignment without prior written approval.

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

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

ARTICLE 5. PAYMENTS.

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

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

The acceptance by the CONSULTANT of payment shall operate as and shall be a release to the AUTHORITY from all claims and liability to the CONSULTANT, its representatives and

assigns, for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this AGREEMENT or for any part thereof except as otherwise provided in ARTICLE 7.

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

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

ARTICLE 7. EXTRA WORK. This AGREEMENT shall be continuously reviewed by the CONSULTANT. The CONSULTANT shall notify the AUTHORITY of the results of those reviews in writing.

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

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

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

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

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

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

ARTICLE 10. OWNERSHIP OF DOCUMENTS AND MATERIALS. All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this AGREEMENT, but specifically developed under this AGREEMENT shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the AUTHORITY and all such materials ("Work Product) will be the property of the AUTHORITY. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the AUTHORITY. Use of these materials, other than related to contract performance by the CONSULTANT, without the AUTHORITY'S prior written consent, is prohibited. The CONSULTANT shall provide the AUTHORITY full, immediate, and unrestricted access to the Work Product during the term of this AGREEMENT. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this AGREEMENT by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party.

ARTICLE 11. TERMINATION. The AUTHORITY shall have the absolute right to terminate this AGREEMENT, and such action shall in no event be deemed a breach of contract. If the AUTHORITY determines to act in accordance with this Article, such act does not constitute a breach of the AGREEMENT, or create any other cause of action by the CONSULTANT against the AUTHORITY. In the event the AUTHORITY terminates this AGREEMENT pursuant to this Article, neither party shall thereafter have any further rights against, or obligations or

liabilities to, the other by reason of this AGREEMENT, however, the CONSULTANT shall be entitled to receive compensation for services performed to the AUTHORITY'S satisfaction and in accordance with the terms of this AGREEMENT, which services were performed prior to termination.

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

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

ARTICLE 13. COVENANT AGAINST CONTINGENT FEES. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

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

If this provision of the law is violated, the AUTHORITY shall revoke and annul the AGREEMENT and the AUTHORITY shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the CONSULTANT shall assign, transfer, convey, sublet or otherwise dispose of the AGREEMENT, and such transferee shall

forfeit and lose all moneys therefore assigned under said AGREEMENT, except so much as may be required to pay his employees.

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

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

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

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

ARTICLE 18. AGREEMENT SUPERCEEDS PREVIOUS AGREEMENTS. This AGREEMENT, upon execution, shall supersede any previous agreement or authorizations between the AUTHORITY and the CONSULTANT.

ARTICLE 19. INDEMNIFICATION. The CONSULTANT agrees to indemnify the AUTHORITY, its officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this AGREEMENT. The AUTHORITY shall <u>not</u> provide such indemnification to the CONSULTANT.

ARTICLE 20. INSURANCE - LIABILITY FOR DAMAGES.

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

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

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

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

ii. Commercial general liability insurance to cover the liabilities of the CONSULTANT and any sub-contractor, agent or employee hired by the CONSULTANT in connection with the

work under this AGREEMENT for all damages arising out of the performance of this AGREEMENT and/or any Agreement with limits of not less than the following:

Bodily Injury Liability

Each person	-	$1,000,000
Aggregate	-	$2,000,000

Property Damage Liability

Each Occurrence	-	$1,000,000
Aggregate	-	$2,000,000

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

iv. Automobile Liability policies with the limits of not less than $1,000,000 for each person, or $1,000,000 for each accident, because of bodily injury, sickness or disease, including death at any time resulting therefrom, sustained by any person, caused by accident or arising out of the ownership, maintenance or use of owned, non-owned, or hired automobiles;

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

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

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

E. The CONSULTANT shall furnish to the AUTHORITY a copy of the certificate(s) of insurance and all endorsements demonstrating compliance with this Article prior to the commencement of this AGREEMENT. Such certificate(s) shall not be cancelled or materially

changed without thirty (30) days prior written notice to the AUTHORITY. Such certificate(s) of insurance shall list the AUTHORITY as a certificate holder. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this AGREEMENT is a material breach of contract entitling the AUTHORITY to immediately terminate this AGREEMENT.

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

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

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

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

If a party to this AGREEMENT is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may pursue legal action in a court of competent jurisdiction. Any litigation arising out of this Agreement shall be filed in the appropriate Court of jurisdiction in Ulster County, New York or the Northern District of New York. The AUTHORITY may withhold payments on disputed items pending resolution of the dispute.

ARTICLE 22. FORCE MAJEURE. In the event that either party is unable to perform any of its obligations under this AGREEMENT or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so

affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this AGREEMENT shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this AGREEMENT.

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

Notices to the AUTHORITY shall be sent to:

By Regular Mail:
Joseph Ruggiero, Executive Director
PO BOX 1010
Highland, New York 12528

By Overnight Mail:
Joseph Ruggiero, Executive Director
Mid-Hudson Bridge Plaza
Highland, New York 12528

With Copy to:
Carl G. Whitbeck, Jr., Esq.
Rapport Meyers LLP
436 Union Street
Hudson, New York 12534

Notices to the CONSULTANT shall be sent to:

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

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

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

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

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

NEW YORK STATE BRIDGE AUTHORITY:

By_____

JOSEPH RUGGIERO
Executive Director

Approved_____

XXXXXXXXX
XXXXXXXXX

CONSULTANT
(Affix corporate seal, if a corporation)

By_____

Consultant

President

Consultant's Federal ID No. _____

(Acknowledgment by Corporation)

STATE OF NEW YORK) SS:

COUNTY OF_____)

On this _____ day of _____, 20____ before me personally came

_____ to me know, who being sworn, did

depose and say that he resides in_____

_____

that he is the _____ of the _____

the corporation described herein and which executed the foregoing instrument,

and that he signed his name thereto by order of the Board of Directors of said

corporation.

_____

NOTARY PUBLIC

EXHIBIT "A"

REQUEST FOR PROPOSAL

EXHIBIT "B"

Consultant's Proposal

EXHIBIT "C"

Insurance

APPENDIX F

NEW YORK STATE BRIDGE AUTHORITY May 16, 2013
BA-2013-OA-002-PS Actuarial Consulting Services for Post Employment Benefits, Other than Pension

Received Questions and Responses

1. **QUESTION:**

   In the last actuarial valuation the medical claims assumption was developed by NY State, found in the following reports.

   a. *Development of Recommended Actuarial Assumptions for New York State/ SUNY GASB 45 (March 8, 2011);*

   b. *Annual Report to the Controller on Actuarial Assumptions (August, 2010).*

   Can NYSBA provide the successful vendor updated NY State Controller actuarial reports as they are available?? Or provide a contact at the NY State Controller's office who could provide the successful vendor with the reports?

   RESPONSE:

   A. The report "Development of Recommended Actuarial Assumptions for New York State/SUNY GASB (March 8, 2011) has been updated and the Authority has obtained the original 2006 version and the revision dated December 2012. The Authority will provide a contact in Civil Service to the awarded proposer, if requested, to obtain the most current version if needed.

   B. The "*Annual Report to the Controller on Actuarial Assumptions (August, 2010)*" report and updates can be obtained directly by the proposer from the website of the Office of the State Comptroller.

   http://www.osc.state.ny.us/retire/about_us/index.php

   In addition, the Comptrollers' office website provides a contact in the form of the: Public Employer Liaison Unit of the New York State Department of Civil Service at (518) 485-1771

2. **QUESTION:**

   Based on the eligibility requirement (p.11 of Appendix B), terminated employees hired before 4/1/1975 with 5 years of service or hired after 4/1/1975 with 10 years of service are also eligible for post employment benefits. Was terminated vested employee data provided to the actuary? And if not is the terminated vested data available?

   RESPONSE:
   Census data for all individuals vested was provided from Civil Service.

3. **QUESTION:**

   How long has the incumbent actuary been in place?

   RESPONSE:

   The contract that expired began in 2007

4. **QUESTION:**

   Why are these services out to bid? Are they due to the expiration of the current contract or for other reasons?

   RESPONSE:

   Expiration of the current contract, please refer to the RFP.

5. **QUESTION:**

   Are there any improvements that the Authority is seeking in its relationship with the actuarial consultant?

   RESPONSE:

   No, the Authority is not seeking improvements in the relationship.

6. **QUESTION:**

   What are the total actuarial fees paid to the current or previous consultant in the last two contract years?

   RESPONSE:

   In 2011 $8,000 was paid, in 2012 no payments were made.

7. **QUESTION:**

   Please provide the estimated hours expended by and the rate per hour for each actuarial category of personnel for the last two contract years.

   RESPONSE:

The original contracted estimate for 2011 charges from the 2007 proposal consisted of:

Supervising Actuary	**5hrs @ 390**	**$1,950**
Actuary	**8hrs @305**	**$2,440**
Actuarial Consultant	**8hrs @ 245**	**$1,960**
Staff Consultant/Admin.	**10hrs @ 215**	**$2,150**
Total		**$8,500**

Actual 2011 invoice was $8,000 and was below the original contracted amount as noted above in question 6.

No hours were contracted for during 2012.

8. **QUESTION:**

Is there an MWBE company currently working as a subcontractor on the existing contract? If yes, please provide the name of that company and the types of services provided.

RESPONSE:

No MWBE firms were indicated in the expired contract.

9. **QUESTION:**

Would we be disadvantaged if we identify and assign all 20% to one MBE firm instead of splitting participation between one MBE and another WBE?

RESPONSE:
The Authority's goal is maximum feasible MWBE utilization, see Appendix D of the RFP. The Authority considers MBE and WBE participation equally.

10. **QUESTION:**

It is our understanding that Governor Cuomo's MWBE Task Force is no longer entertaining waivers for state-funded contracts. Does this apply to the Authority and this procurement?

RESPONSE:
The Authority believes this understanding regarding waivers is not accurate. The goal of the Authority is maximum feasible MWBE utilization. See Appendix D of the RFP.

11. **QUESTION:**

If we assign all 20% to a MBE is the contractor required to fill out NYSBA EEO forms 100 and 200?

RESPONSE:

The Authority would requires EEO form 100 be completed for a professional services contract of a reasonably short term nature. Form 200 relates to multi-month projects.

12. **QUESTION:**

    If the answer to 12 is yes are MBE subcontractors required to fill out NYSBA EEO forms 100 and 200?

    RESPONSE:
    See response to question 11.

13. **QUESTION:**

    Will we be able to modify certain terms and conditions, such as the indemnification clause and waiver of jury trial, to obtain a mutually acceptable contract?

    RESPONSE:

    The Authority expects to enter into a contract with the selected proposer substantially in the form attached to the RFP as Appendix E. Submission of a proposal constitutes an acknowledgement that the proposer has thoroughly examined and become familiar with the work required under this RFP, that it is capable of performing quality work to achieve the objectives of the Authority, and that it will accept these terms and conditions unless exceptions are specified in the proposer's submission. The cover letter submitted with the proposal must state whether any exceptions are taken to the terms and conditions, and reference the section of the proposal where such exceptions are detailed.

14. **QUESTION:**

    What were the fees paid for the 2011 actuarial valuation and 2012 interim valuation?

    RESPONSE:

    See responses to questions 6 and 7 above.

15. **QUESTION:**

    Will the Authority favor proposals surpassing the 20% MWBE goal over others that do not address or submit the minimum 20% MWBE goal?

    RESPONSE:

    Please refer to appendix D in the RFP where it is stated the Authority:

    "recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of NYSBA contracts."

NYS Finance Law §139-j

New York State Bridge Authority
BA-2013-OA-002-PS Actuarial Consulting Services for Post Employement Benefits
Offerer's Affirmation of Understanding of and Agreement
pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

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

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

Instructions:

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

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

_____

_____

NYS Finance Law §139-k(5)

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

Background:

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

Instructions:

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

NYS Finance Law §139-k(5)

New York State Bridge Authority
BA-2013-OA-002-PS
Actuarial Consulting Services for Post Employment Benefits

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

Offerer Certification:

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

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name:

_____

Contractor Address:

_____

_____

_____

_____

NYS Finance Law §139-k(2)

Offerer Disclosure of Prior Non-Responsibility Determinations

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

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

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

NYS Finance Law §139-k(2)

New York State Bridge Authority
BA-2013-OA-002-PS Actuarial Consulting Services for Post-Employment Benefits
Offerer Disclosure of Prior Non-Responsibility Determinations

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

_____

Address: _____

_____

Name and Title of Person Submitting this Form: _____

_____

Contract Procurement Number: _____

Date:_____

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

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

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

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

_____

_____

_____

_____

_____

_____

(Add additional pages as necessary)

NYS Finance Law §139-k(2)

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

No Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

_____

_____

_____

_____

_____

_____

_____

(Add additional pages as necessary)

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

By:_____ Date:_____

Signature

Name:_____

Title: _____

FORM B
CONFLICT OF INTEREST AFFIDAVIT

STATE OF _____)

COUNTY OF _____) SS.:

_____, being duly sworn, deposes and says: He is an officer of _____, which is about to render services to the Authority as a contractor/consultant or in any other professional capacity (the "Firm") and agrees that the Firm has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or decree with the performance of its services to be rendered to the Authority.

That it is further agreed in the rendering of services to the Authority, no person having any such interest shall knowingly be employed by the undersigned or the Firm.

Respondent's Name: _____

Signature: _____
Authorized Official

Typed or Printed Name: _____

Title: _____

Date: _____

Sworn to before me this _____

day of _____, 2010.

_____
NOTARY PUBLIC

FORM C
Non-Collusive Proposer Certification

BY SUBMISSION OF THIS RFP, PROPOSER AND EACH PERSON SIGNING ON BEHALF OF PROPOSER CERTIFIES, AND IN THE CASE OF JOINT RFP, 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 RFP 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 RFP 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 RFP for the purpose of restricting competition.

A RFP SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE PROPOSER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE PROPOSER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day of _____, 2010 as the act and deed of said corporation of partnership.

IF PROPOSER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:
NAMES OF PARTNERS OR PRINCIPALS/ LEGAL RESIDENCE

_____	_____
Name	Legal Residence
_____	_____
Name	Legal Residence
_____	_____
Name	Legal Residence
_____	_____
Name	Legal Residence

IF PROPOSER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:
NAMES/ LEGAL RESIDENCE

_____ President	_____ Legal Residence
_____ Secretary	_____ Legal Residence
_____ Treasurer	_____ Legal Residence

Date: _____

Chief Executive Officer:

Name of Proposer: _____

_____
[Signature]

_____
[Typed or Printed Name]

Date: _____

Chief Financial Officer:

Name of Proposer: _____

_____
[Signature]

_____
[Typed or Printed Name]

Sworn to before me this _____

day of _____, 2010.

_____
NOTARY PUBLIC

FORM D

BUSINESS INFORMATION

This form must be submitted along with all other forms included in this RFP package. All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized.

1. Name of entity:

2. Permanent main office address:

3. Telephone number: Fax number:

4. Contact person regarding RFP:

5. Names of all officers and/or principals in the firm and their titles:

Name of Officer and/or Principals	Titles

6. If respondent is a closely held corporation, list stockholder's information below:

Name	Address	Office Held

7. Date organized (month, day, year):

8. If a corporation, where incorporated (city, state):

9. Number of years entity in business: Federal Tax I.D. No.:

10. Financial References: Give bank reference and names in which accounts are held.

Bank Reference	Bank Name	Bank Address

11. Has the entity or any of its Principals, Owners, Officers, Partners, Directors or Stockholders of the entity been the subject of a criminal investigation? Yes [ ] No [ ]

12. If the answer to the above question is "Yes", state the court in which the investigation is taking/took place, the approximate date the investigation commenced and, if applicable, concluded as well as the subject matter of the investigation and the identity of the person(s) or entity(ies) involved:

13. Has any indictment arisen out of the investigation? Yes [ ] No [ ]

14. If the answer to the above question is "Yes" , state the person(s) or entity(ies) indicated and the status of any such indictment:

15. Has an entity, (i.e.) corporation, partnership, etc., in which a Principal, Owner, Officer, Partner, Director, or Stockholder has an ownership interest ever been the subject of a criminal investigation? Yes [ ] No [ ]

16. If the answer to the above question is "Yes", state the court in which the investigation is taking/took place, the approximate date the investigation commenced and, if applicable, concluded as well as the subject matter of the investigation and the identity of the person(s) or entity(ies) involved:

17. Has any indictment arisen out of the investigation? Yes [ ] No [ ]

18. If the answer to the above question is "Yes" , state the person(s) or entity(ies) indicated and the status of any such indictment:

19. List names of any affiliated corporation of respondent, business affiliation with respondent and specify relationship:

Name of affiliated corporation	Business Affiliation	Specify Relationship

20. Identify all subcontractors proposed to be used to fulfill any part of the obligations anticipated by this proposal:

Name of subcontractor	Address	Type of work to be performed

21. Current licenses, permits and certifications are listed on **Form I** and **copies of same are attached to Form I.**

22. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Authority and/or his designee on behalf of the Authority in verification of the recitals comprising this Business Information Form.

_____
(Name of Entity)

By:_____
(Principal)

_____
(Title)

State of New York)
County of) ss.

_____ being duly sworn, deposes and says that he/she is _____ of _____ and that the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this
____day of _____, 2010

_____
Notary Public

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. Vendor is:
☐ PRIME CONTRACTOR ☐ SUB-CONTRACTOR

2. Vendor's Legal Business Name	3. Identification Numbers a) FEIN # _____ b) DUNS # _____
4. Doing Business As (D/B/A)(If applicable) & County Filed	5. Website Address (if applicable)
6. Address of Primary Place of Business/Executive Office	7. Phone No. ( ) - / 8. Fax No. ( ) -
9. Address of Primary Place of Business/Executive Office in *New York State* (If different from above)	10. Phone No. ( ) - / 11. Fax No. ( ) -
12. Primary Place of Business in New York State is: ☐ Owned ☐ Rented If rented, please provide landlord's name, address, and phone number below:	13. Authorized Contact for this Questionnaire Name _____ Title _____ Phone No. _____ Fax No. _____ E-mail Address _____

14. Vendor's Business Entity is (check appropriate box and provide requested information):

a) ☐ Business Corporation	Date of Incorporation	State of Incorporation*
b) ☐ Sole Proprietor	Date Established	
c) ☐ General Partnership	Date Established	
d) ☐ Not-for-Profit Corporation	Date of Incorporation	State of Incorporation* _____ Charities Registration No. _____
e) ☐ Limited Liability Company (LLC)	Date Established	
f) ☐ Limited Liability Partnership	Date Established	
g) ☐ Other - Specify:	Date Established	Jurisdiction Filed (if applicable)

* If not incorporated in New York State, please provide a copy of authorization to do business in New York or a current certificate of good standing from your state of incorporation.

15. Primary Business Activity (Please identify the primary business categories, products or services provided by your business.

16. Name of Workers' Compensation Insurance Carrier:

17. List below **ALL** of the Vendor's Principal Owners and the three officers who direct the daily operations of the Vendor (attach additional sheets if necessary):

a) Name	Title	b) Name	Title
c) Name	Title	d) Name	Title

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

FOR QUESTIONS 18 - 29, A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES", AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE NEW YORK STATE THRUWAY AUTHORITY/CANAL CORPORATION (NYSTA/CC) IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

18. Is the vendor certified in New York State as a (please check): ☐ Yes ☐ No

    ☐ Minority Business Enterprise (MBE)
    ☐ Women's Business Enterprise (WBE)
    ☐ Disadvantaged Business Enterprise (DBE)

    Please provide a copy of any of the above certifications that apply.

19. Does the vendor use, or has it used in the past ten (10) years, any other business name, FEIN, DUNS or D/B/A other than those listed in items 2-4 above? ☐ Yes ☐ No

    List all other business name(s), FEIN(s), DUNS(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.

20. Are there any individuals now serving in a managerial or consulting capacity to the vendor, including principal owners and officers, who now serve or in the past three (3) years have served as:

    a) a full or part-time employee at the NYSTA/CC or a New York State agency, or as a consultant, in an individual capacity, to the NYSTA/CC or a New York State agency? ☐ Yes ☐ No

    List each individual's name, business title or consulting capacity, New York State agency name (if applicable) and employment position with applicable service dates.

    b) If yes to item #20a, did this individual perform services related to the solicitation, negotiation, operation and/or administration of public contracts for the NYSTA/CC or a New York State agency? ☐ Yes ☐ No

    List each individual's name, business title or consulting capacity, New York State agency name (if applicable) and the consulting/advisory position with applicable service dates. List each contract name and assigned contract number.

21. Within the past five (5) years, has the vendor, any individuals serving in a managerial or consulting capacity, principal owners, officers, major stockholder(s) (10% or more of the voting shares for publicly traded companies, 25% or more of the shares for all other companies), affiliate[1] or any person involved in the bidding, contracting, or leasing process:

    a) i. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No

    ii. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

    iii. agreed to a voluntary exclusion from bidding/contracting;

    iv. had a bid rejected on a NYSTA/CC or a New York State agency contract for failure to comply with the MacBride Fair Employment Principles;

    v. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

    vi. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise denied, de-certified, revoked or forfeited;

    vii. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

    viii. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

    ix. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract?

    b) been investigated, indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

c) been issued a citation, notice, violation order, or are pending an administrative hearing, proceeding or determination for violations of: ☐ Yes ☐ No

i. federal, state or local health laws, rules or regulations, including but not limited to Occupational Safety & Health Administration (OSHA) or New York State labor law;

ii. state or federal environmental laws;

iii. unemployment insurance or workers' compensation coverage or claim requirements;

iv. Employee Retirement Income Security Act (ERISA);

v. federal, state or local human rights laws;

vi. civil rights laws;

vii. federal or state security laws;

viii. federal Immigration and Naturalization Services (INS) and Alienage laws;

ix. state for federal anti-trust laws; or

x. charity or consumer laws

d) been investigated by any federal, state or local government agency for a civil violation for any business related conduct ? ☐ Yes ☐ No

For yes answers to any of the above, detail the situation(s), the date(s), name(s), title(s) and address(es) of any individuals involved and, if applicable, and any corrective action(s) taken by the vendor.

22. In the past five (5) years, has the vendor or its affiliates[1] had any claims, judgments (satisfied or unsatisfied), injunctions, liens, fines or penalties secured by any governmental agency including, but not limited to, judgements based on taxes owed or fines or penalties assessed by any federal, state or local government agency? ☐ Yes ☐ No

Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open or unsatisfied, indicate the status of each item as "open" or "unsatisfied'.

23. Has the vendor (for profit and not-for-profit corporations) or its affiliates[1], in the past three (3) years, had any governmental audits that revealed material weaknesses in its system of internal controls, compliance with contractual agreements and/or laws and regulations or any material disallowances? ☐ Yes ☐ No

Indicate if this is applicable to the submitting vendor or affiliate. Detail the type of material weakness found or the situation(s) that gave rise to the disallowance, any corrective action taken by the vendor and the name of the auditing agency.

24. Is the vendor exempt from income taxes under the Internal Revenue Code? ☐ Yes ☐ No

Indicate the reason for the exemption and provide a copy of any supporting information.

25. During the past three (3) years, has the vendor failed to:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No

Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

b) file returns or pay New York State unemployment insurance? ☐ Yes ☐ No

Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

26. Have any bankruptcy proceedings been initiated by or against the vendor or its affiliates[1] within the past seven (7) years (whether or not closed) or is any bankruptcy proceeding pending by or against the vendor or its affiliates regardless of the date of filing? ☐ Yes ☐ No

Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

27. Is the vendor currently insolvent, or does the vendor currently have reason to believe that an involuntary bankruptcy proceeding may be brought against it? ☐ Yes ☐ No

Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the NYSTA/CC with an understanding of the vendor's situation.

28. Has the vendor been a contractor or subcontractor on any contract with any New York State agency and/or with the NYSTA/CC in the past five (5) years? ☐ Yes ☐ No

List the agency name, address, and contract effective dates. Also provide state contract identification number, if known.

STATE OF NEW YORK
VENDOR RESPONSIBILITY QUESTIONNAIRE

29. In the past five (5) years, has the vendor or any affiliates[1] : ☐ Yes ☐ No
    a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;
    b) received an overall unsatisfactory performance assessment from any government agency on any contract; or
    c) had any liens or claims over $25,000 filed against the firm which remain undischarged or were unsatisfied for more than 90 days?

    Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

[1] "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

State of: _____) ss:
County of: _____)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the New York State Thruway Authority/Canal Corporation (NYSTA/CC) in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the NYSTA/CC may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- has the financial resources necessary to fulfill the requirements of the proposed contract;
- has not altered the content of the questions in the questionnaire in any manner;
- has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- is knowledgeable about the submitting vendor's business and operations;
- understands that the NYSTA/CC will rely on the information supplied in this questionnaire when entering into a contract with the vendor; and
- is under a duty to notify the NYSTA/CC of any material changes to the vendor's responses herein prior to the NYSTA's/CC's execution of the contract.

Name of Business _____ Signature of Owner/Officer _____

Address _____ Printed Name of Signatory _____

City, State, Zip _____ Title _____

Sworn to before me this ____ day of _____ , 20___ ;

_____
Notary Public

_____
Signature

_____
Print Name

_____
Date

FORM E
CONFIDENTIALITY NOTICE

The data on page(s)

_____

_____

_____

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

Note:

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

Proposer _____

Signature of Authorized Official _____

Date _____

NEW YORK STATE BRIDGE AUTHORITY

EQUAL EMPLOYMENT OPPORTUNITY - PROPOSED STAFFING PLAN

Contractor' Name / Address:

Federal ID No.

Contract Number / Project Description:

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

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

MONTHLY WORK FORCE UTILIZATION REPORT

CONTRACTOR FIRM NAME: ADDRESS: Date:

FEDERAL ID / PAYEE ID No.:

CIRCLE ONE: PRIME CONTRACTOR / SUBCONTRACTOR

CONTRACT AMOUNT:

CONTRACT NO. : LOCATION of WORK:

CONTRACT START DATE: % COMPLETED:

**
P: PROFFESIONAL
O/C: OFFICE / CLERICAL
F: FOREMAN
J: JOURNEYMAN
A: APPRENTICE

JOB OR TRADE CATEGORY	**	TOTAL HOURS WORKED DURING REPORTING PERIOD												TOTAL NUMBER OF EMPLOYEES		TOTAL NUMBER OF MINORITY EMPLOYEES	
		TOTAL HOURS WORKED ALL EMPLOYEES		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN OR PACIFIC ISLANDERS		NATIVE AMERICAN OR ALASKAN NATIVE		MINORITY %	FEMALE %				
		M	F	M	F	M	F	M	F	M	F			M	F	M	F
FIELD OFFICE STAFF	P											0.00%	0.00%				
	O/C											0.00%	0.00%				
LABORERS	F											0.00%	0.00%				
	J											0.00%	0.00%				
	A											0.00%	0.00%				
EQUIPMENT OPERATORS	F											0.00%	0.00%				
	J											0.00%	0.00%				
	A											0.00%	0.00%				
SURVEYORS	F											0.00%	0.00%				
	J											0.00%	0.00%				
	A											0.00%	0.00%				
IRON WORKERS / LATHERS	F											0.00%	0.00%				
	J											0.00%	0.00%				
	A											0.00%	0.00%				
CARPENTERS / PILE DRIVERS / MILLWRIGHTS	F											0.00%	0.00%				
	J											0.00%	0.00%				
	A											0.00%	0.00%				
PAINTERS	F											0.00%	0.00%				
	J											0.00%	0.00%				
	A											0.00%	0.00%				
TEAMSTERS	S											0.00%	0.00%				
	C											0.00%	0.00%				
	A											0.00%	0.00%				
OTHERS Health & Safety Officer	S											0.00%	0.00%				
GRAND TOTAL:		0	0	0	0	0	0	0	0	0	0	0.00%	0.00%	0	0	0	0

COMPANY OFFICIAL'S NAME: TITLE: TELEPHONE No.:

COMPANY OFFICIAL'S SIGNATURE: DATE:

CONTRACTOR'S UTILIZATION FORM

New York State Bridge Authority

Contractor Name and Address	Project Number:	Contract Award Date:
	Project Description Location	Contract Award Amount:
		Est. Completion Date:
Contractor's FID #:		Check Appropriate Box:
Contract Name & Phone Number:	Goals: MBE _____% WBE _____%	_____ Supplier _____ Prime Contractor _____ Subcontractor
Date Submitted:		

Subcontractor / Supplier Name / Address / Federal ID#	Sub / Supplier	MBE / WBE	Description of Work	$ Value of Contract

	NUMBER	AMOUNT	% of TOTAL
Total Contract Bid Amount:		$	100 %
Total subcontractors for commodities and services assigned to MBEs:		$	%
Total subcontracts for commodities and services assigned to WBEs:		$	%
Subcontracts for commodities and services unassigned:		$	

Contractor's Statement: My firm proposes to use the MWBEs listed

Prepared by:	Print Name of Contractor:	Date:
(Signature of Contractor)		Reviewed By:

REQUEST FOR M/WBE WAIVER

MWBE Form 200 (3/12)

By submitting this form and the required information, the contractor certifies that every Good Faith Effort has been taken to promote M/WBE participation pursuant to the M/WBE participation requirements set forth under the contract.

Contract Overview

Contractor Name:

Telephone: _____

Address: _____

Federal ID No. _____ SFS Vendor ID: _____

City, State, Zip:

Solicitation/Contract No: _____

Type of Procurement: Competitive Bid ☐ Other ☐ Bid Response Due Date: _____ Est. or Actual Cost: _____

Waiver Request: Fill ALL boxes with an X or N/A and provide justification (attach additional pages if needed):

1. ☐ MBE Waiver- A waiver of the MBE Goal for this procurement is requested. ☐ Total ☐ Partial
2. ☐ WBE Waiver - A waiver of the WBE Goal for this procurement is requested. ☐ Total ☐ Partial
3. ☐ Waiver- Pending ESD Certification - Check here if subcontractors or suppliers of Contractor are not certified M/WBE but an application for certification has been filled with Empire State Development). Subcontractor/Supplier Name: _ _____Date of filling: _____Reference submission instruction on page 2, item 1.
4. ☐ Vendor does not subcontract construction/professional services.
5. ☐ Vendor subcontracts some of this type of work but at lower % than bids/solicitation describes.
6. ☐ Vendor has solicited NYS Certified M/WBE firms for purposes in complying with participation goals without success. Please see requirements: Reference submission instruction on page 2, items 2-10 _____
7. ☐ Other:_____

Povide a summary of your justification for requesting a waiver:

☐ By checking this box you verify that you went through the NYS ESD M/WBE Directory of Certified firms to view companies that you may be currently using or may use on this bid.

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 142, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR TERMINATION OF THE CONTRACT.

Submit Originals to: NYS Bridge Authority; Mid-Hudson Bridge Plaza; PO Box 1010, Highland, NY 12528

REQUEST FOR M/WBE WAIVER

MWBE Form 200 (3/12)

VENDOR CERTIFICATION: I hereby affirm that the information supplied in support of this waiver is true and correct and that this request is made in good faith:

Signature _____ Date _____

Print Name _____

Title _____

Company _____

Sworn to before me this _____day of _____20_____

Notary Public _____

Seal:

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

To be considered, the Request for Waiver form must be accompanied by supporting documentation for items 1-10, as listed below. If a Waiver Pending ESD Certification is requested, please see note below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

Supporting Documentation:

1 Provide any other information you deem relevant which may help us in evaluating your request for a waiver.

2. Provide the names of general circulation, trade association, and MWBE-oriented publications in which you solicited certified MWBEs for the purposes of complying with your participation goals.

3. Provide a list identifying the date(s) that all solicitations for certified MWBE participation were published in any of the above publications and the text of said solicitation(s).

4. Provide a list of all certified MWBEs appearing in the NYS Directory of Certified Firms that were solicited in writing for purposes of complying with the certified MWBE participation levels.

5. Provide copies of notices, dates of contact, letters and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation, if an identical solicitation was made to all certified MWBEs.

6. Provide copies of responses made by certified MWBEs to your solicitations.

7. Provide a description of any contract documents, plans or specifications made available to certified MWBEs for purposes of soliciting their bids, and the date and manner in which these documents were made available.

8. Provide documentation of any negotiations between the Contractor, and/or MWBE(s) undertaken for purposes of complying with the certified MWBE participations goals.

9. Provide the name, title, address, telephone number, and email address of the Contractor's representative authorized to discuss this waiver request.

10. Copy of notice of application receipt issued by Empire State Development (ESD).

NOTE: Unless a Total Waiver has been granted, Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the Authority, to determine MWBE compliance.

FOR NYSBA USE

Reviewed By: _____ Date: _____ Waiver Granted: ☐ Yes ☐ No

☐ Total Waiver ☐ Partial Waiver ☐ Conditional Waiver ☐ ESD Certification Waiver Date of Deficiency Issued:

Submit Originals to: NYS Bridge Authority; Mid-Hudson Bridge Plaza; PO Box 1010, Highland, NY 12528

M/WBE PARTICIPATION PERFORMANCE REPORT
New York State Bridge Authority

Date: _____

Period ending: _____

Contractor:

NYSBA Contract No.: _____
Project Description: _____

Contractor/Supplier Name/Address/Phone #	Check One	Check One	Written Agreement Exists	Description of Work	Participation Plan Goal Amount	%	Amount This Period	Amount Paid to Date	% Paid
	Contr [ ] Supp [ ]	MBE [ ] WBE [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	MBE [ ] WBE [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	MBE [ ] WBE [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	MBE [ ] WBE [ ]	Yes [ ] No [ ]						
	Contr [ ] Supp [ ]	MBE [ ] WBE [ ]	Yes [ ] No [ ]						
Is a M/WBE Participation Goal Plan in effect for this contract?		Yes [X]	No [ ]	MBE Totals	$0		$0.00	$0.00	
Goals: 10 % MBE 10 % WBE				WBE Totals	$0		$0.00	$0.00	

Total Contract Amount		
Total MBE Participation Plan Submitted	$0.00	10%
Total WBE Participation Plan Submitted	$0.00	10%

Comments:

NYSBA MWBE - Form 300 (3/12)