

Justification for Contract between the New York State Assembly and Kasowitz Benson  
Torres Friedman LLP

The Assembly has asked the firm of Kasowitz Benson Torres Friedman LLP to serve as special counsel advising the Assembly in formulating or amending legislation or policies related to campaign finance, the electoral process, lobbying, conflicts of interest and ethics of public officers, intended to restore the public trust and increase accountability in state government. As special counsel, Kasowitz Benson Torres Friedman LLP will also advise the Assembly in matters related to the separation of powers and legislative privileges and immunities and provide counsel if litigation arises related to these issues. assist in managing compliance and responding to requests for information in connection with Executive inquiries.

Several law firms were considered by the Assembly. This firm was chosen due to their reputation and litigation expertise. The firm has agreed to offer the Assembly a reduced hourly rate of Two Hundred Eighty-Five Dollars (\$285.00). This is a reasonable market rate for the Albany area and comparable to recently approved contracts for outside counsel. The Assembly does not currently have any on-going contracts with this law firm.

**THE ASSEMBLY  
STATE OF NEW YORK**

THIS AGREEMENT made the \_\_\_\_\_ day of August, 2013 between

**Kasowitz Benson Torres Friedman LLP  
1633 Broadway  
New York New York 10019**

Hereinafter called the Contractor and The Assembly of the State of New York, hereinafter called the Assembly:

**WITNESSETH:**

It is hereby mutually agreed as follows:

- A. 1. The Assembly does hereby employ, engage and hire the Contractor, and the Contractor does hereby accept and agree to perform legal services in connection with Executive inquiries into the operation of the Assembly and related requests made to Assembly Members or staff for information or documents in connection with consideration or passage of legislation on an as needed basis for the period of August 15, 2013 to August 14, 2014.
2. In consideration of the foregoing, the Contractor shall receive as and for full payment for services rendered compensation at the rate of Two Hundred Eighty-Five Dollars (\$285.00) per hour for partners and associates and Ninety dollars (\$90.00) for paralegals and law clerks. Hourly charges shall include all legal research, analysis, memoranda, correspondence, telephone conversations with you or other persons, preparation for, and appearances at meetings, court appearances and any other tasks necessary to conduct legal representation of the Assembly. The hourly rate shall also include all disbursements and reasonable out-of-pocket expenses exclusive of travel.
3. The total to be paid to the Contractor for compensation for services shall not, during the term of this agreement, exceed the sum of Fifty Thousand Dollars (\$50,000). In addition, the Contractor shall be entitled to reasonable travel not to exceed Five Thousand Dollars (\$5,000.00). Travel and expenses shall be in conformity with the Office of the State Comptroller of the State of New York travel guidelines. Said compensation shall be payable monthly on the basis of itemized vouchers submitted for services previously rendered by the Contractor and approved by the Speaker of the New York State Assembly or his designated representative. The vouchers must itemize the days and hours for each person along with any travel expenses, if any.
4. The Contractor will maintain accurate records and accounts of services performed and moneys expended under this Agreement and shall furnish or make available any estimate, expenditures, or report, as requested by the State Comptroller, or as may be necessary for auditing purposes or to verify that expenditures were made only for the purpose authorized by this Agreement. Such records and accounts and all supportive documentation shall be kept for at least six (6) years subsequent to dates of final payment hereunder, or until a final

audit has been made by the Department of Audit and Control, whichever event shall occur sooner.

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5. The term of this Agreement shall be one year from August 15, 2013 to August 14, 2014 and may renewable for one year periods by written agreement between the Contractor and the Assembly, ~~and approved by the Offices of Attorney General and Comptroller of the State of New York.~~

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B. The Contractor shall not delegate any of the duties required to be performed under the terms of this Agreement.

C. The relationship of the Contractor to the Assembly shall be that of an independent contractor. In accordance with such status as an independent contractor, said Contractor covenants and agrees to act consistent with such status, to neither hold himself out as nor claim to be an officer or employee of the State of New York by reason hereof, and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State of New York, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

D. The retained attorney or law firm will represent the ~~State of New York~~ New York State Assembly in judicial litigation related to the services to be provided under this agreement only when such services are specifically requested by the Assembly and approved by the Attorney General. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services.

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E. Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.

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F. With respect to any contract or employment as an independent Contractor or employee of the State of New York, or any New York public corporation as defined in Section Sixty-six of the New York General Construction Law, or any agency or department of either, pursuant to the terms of any other present or future Agreement, express, implied, entered into with such entity, if any, the Contractor hereby covenants and represents that there is no conflict as to hours required to be worked or duties required to be performed pursuant to the terms of this Agreement and the aforesaid contract or employment.

G. Contractor affirms and agrees to comply with New York State Finance Law §139-j, 139-k, and 165-a and certifies that all information provided to the Assembly is complete, true, and accurate

H. During the term of this Agreement, the provisions of Appendix A attached hereto are made a part of this Agreement with the same force and effect as if fully set forth herein, and the parties agree to be bound by the terms thereof.

I. 1. The performance of work under the contract may be terminated for convenience, in whole or from time to time in part, by the Assembly whenever for any reason the Assembly shall determine that such termination is in its best interest. Termination of work hereunder shall

- termination becomes effective.
2. After receipt of the Notice of Termination, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of any outstanding commitments covering personal services extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice.
  3. The Contractor shall submit its termination claim to the Assembly promptly after receipt of a Notice of Termination, but in no event later than thirty days from the effective date thereof, unless one or more extensions in writing are granted by the Assembly upon written request of the Contractor within such thirty day period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the Assembly may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.
  4. The Contractor agrees to transfer title to the Assembly and deliver in the manner, at the time, and to the extent, if any, directed by the Assembly, such information and items which, if the contract had been completed, would have been required to be furnished to the Assembly.
- J. The Assembly may, at any time, by written notice, make changes in or additions to work or services within the general scope of this contract upon the approval of the Office of the Attorney General and the Office of the State Comptroller. If any such change or addition causes an increase or decrease in the cost of, or in the time required for, performance of this contract, an equitable adjustment shall be made in the price, or time of performance, or both, and the Contractor shall be notified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within thirty days from the date of receipt by the Contractor of the notification of change; provided, however, that the Assembly, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time. Nothing in this clause shall excuse the Contractor from proceeding with this contract as modified.
- K. This agreement shall be deemed executory only to the extent of money available to the Assembly for the performance of the terms hereof and no liability on account thereof shall be incurred by the Assembly or the State of New York beyond moneys available for the purpose thereof.
- L. Anything herein contained to the contrary notwithstanding, it is expressly understood and agreed that the Contractor shall not have the right to make any contracts or commitments for or on behalf of the Assembly or New York State.
- M. This Agreement and performance hereunder and all actions hereunder shall be construed in accordance with and under and pursuant to the laws of the State of New York and that in any action that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New York shall be applicable and govern to the exclusion of the law of any other forum, and any action against the State of New York or the Assembly arising out of this contract shall be commenced in a court of competent jurisdiction in the State of New York.

- N. All notices, demands, instructions, claims, approvals and disapprovals required to be given to either party hereto shall be deemed to have been given properly if sent by registered mail addressed to the party at the addresses hereinbefore set forth or to such other address as either party shall have notified the other in writing to be the proper mailing address.
- O. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing, ~~and executed by the parties hereto and approved by the Offices of the Attorney General and Comptroller of the State of New York~~ and no evidence of any waiver or modification shall be offered or received in evidence in any action between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.
- P. This written Agreement contains the sole and entire Agreement between the parties and shall supersede any and all other Agreements between the parties.
- Q. The parties hereto shall execute such other and further documents as may be required to effectuate the terms of this Agreement.
- R. The terms, clauses and provisions of this contract are intended to be severable, and the unconstitutionality, illegality or unconscionability of any term, clause or provision shall in no way effect the enforcement of any other term, clause or provision.
- S. This agreement shall not take effect until approved, in writing, hereon by the Offices of the Attorney General and State Comptroller of the State of New York.
- T. This agreement is governed by the laws of the State of New York.

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IN WITNESS WHEREOF, this instrument has been duly executed the day and year first above written.

CONTRACT NUMBER C111945

ASSEMBLY OF THE STATE OF NEW YORK

Kasowitz Benson Torres & Friedman LLP      Amy A Metcalfe  
Kasowitz Benson Torres Friedman LLP      New York State Assembly

Max E. Kasowitz - Partner      Amy A. Metcalfe Administrative Counsel  
Print Name and Title      Print Name and Title

8/19/13      [Signature]  
Date

8/20/13  
Date

APPROVED AS TO FORM:

Attorney General's Signature

Comptroller's Signature

APPROVED AS TO FORM  
NYS ATTORNEY GENERAL  
  
SEP 25 2013  
  
Dated Lorraine I. Remo  
LORRAINE I. REMO  
PRINCIPAL ATTORNEY


APPROVED  
DEPT. OF AUDIT & CONTROL  
  
OCT 10 2013  
  
Dated Charlotte E. Bruner  
FOR THE STATE COMPTROLLER

NOTE: Original copies of this signature page will only be attached to original copies of this contract.

ACKNOWLEDGEMENT OF FIRM OR PARTNERSHIP

STATE OF NEW YORK )ss.:  
COUNTY OF New York

On this 19<sup>th</sup> day of August, 2013, before me personally appeared Marc E. Kasowitz, to me known and known to me to be a member of the Firm of Kasowitz Benson Torres Friedman LLP is the person described and who executed the foregoing instrument in the Firm name of Kasowitz Benson Torres Friedman LLP and s/he duly acknowledged to me that s/he executed the same and for the act and deed of said Firm.

  
\_\_\_\_\_  
Notary Public #  
Qualified in  
Commission expires:

**JAMES J. STRICKER**  
**NOTARY PUBLIC, State of New York**  
**No. 31-4990487**  
**Qualified in New York County**  
**Commission Expires April 17, 2014**

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**



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## STANDARD CLAUSES FOR NYS 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 State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), 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 State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. 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 race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital 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, 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 \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and

any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give 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. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract

is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency 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 contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this 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 contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall

consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency 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 contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. 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.

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

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

**20. 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 on the availability of New York State subcontractors and suppliers is available from:

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

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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 State;

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

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

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

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

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

**22. 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).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

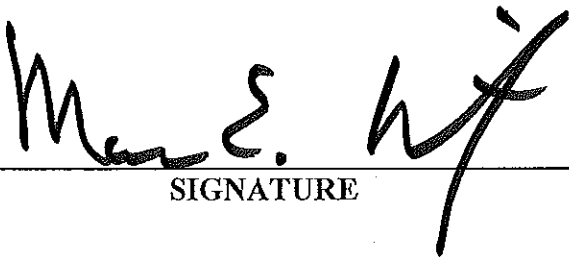
If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

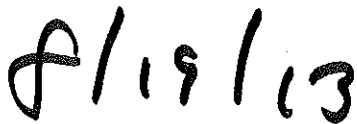
24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete,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

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 covered agency determines that such action is in the best interest of the State.



SIGNATURE



DATE

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b> Kasowitz, Benson, Torres &amp; Friedman LLP 1633 Broadway New York, NY 10019</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p><b>1b. Business Telephone Number of Insured</b> 212-506-1700</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b> 26-91387 7</p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 13-3720397</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b> The Assembly State of New York Albany 1 Enterprise Drive Albany, NY 12248</p>	<p><b>3a. Name of Insurance Carrier</b> Charter Oak Fire Ins. Co.</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> PVYCOUB-4C32800-7-12</p> <p><b>3c. Policy effective period</b> <u>10/30/12</u> to <u>10/30/13</u></p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b>  <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)  <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

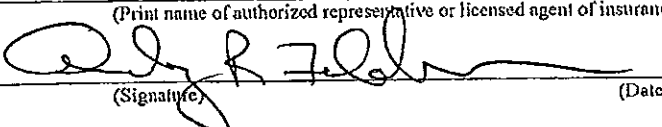
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the INFORMATION-PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note:** Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Andrew R. Feldman  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  8/20/13  
(Signature) (Date)

Title: Licensed Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 203-326-3613

*Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*

## Workers' Compensation Law

### Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



STATE OF NEW YORK - WORKERS' COMPENSATION BOARD  
ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

NOTICE OF COMPLIANCE  
TO EMPLOYEES

IMPORTANT INFORMATION FOR EMPLOYEES WHO ARE INJURED OR SUFFER AN OCCUPATIONAL DISEASE WHILE WORKING.

1. By posting this notice and information concerning your rights as an injured worker, your employer is in compliance with the Workers' Compensation Law.
2. If you do not notify your employer within 30 days of the date of your injury your claim may be disallowed, so do so immediately.
3. You are entitled to obtain any necessary medical treatment and should do so immediately.
4. You may choose any doctor, podiatrist, chiropractor or psychologist referred by a medical doctor that accepts NY State Workers' Compensation patients and is Board authorized. However, if your employer is involved in a certified preferred provider organization (PPO) you must first be treated by a provider chosen by your employer and your employer must give you a written statement of your rights concerning further medical care.
5. You should tell your doctor to file copies of medical reports concerning your claim with the Workers' Compensation Board and with your employer's insurance company, which is indicated at the bottom of this form.
6. You may be entitled to lost time benefits if your work-related injury keeps you from work for more than seven days, compels you to work at lower wages or results in permanent disability to any part of your body. You may be entitled to rehabilitation services if you need help returning to work.
7. You should not pay any medical providers directly. They should send their bills to your employer's insurance carrier. If there is a dispute, the provider must wait until the Board makes a decision before it attempts to collect payment from you. If you do not pursue your claim or the Board rules that your injury is not work-related, you may be responsible for the payment of the bills.
8. You are entitled to be represented by an attorney or licensed representative, but it is not required. If you do hire a representative do not pay him/her directly. Any fee will be set by the Board and will be deducted from your award.
9. If you have difficulty in obtaining a claim form or need help in filling it out, or if you have any other questions or problems about a job-related injury, contact any office of the Workers' Compensation Board.

WORKERS' COMPENSATION BOARD OFFICES

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157  
\*Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373  
Binghamton, 13901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604  
Buffalo, 14202 - 295 Main Street, Suite 400 - (866) 211-0645  
\*Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354  
\*Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630  
\*New York, 10027 - 215 W.125th St., Manhattan - (800)-877-1373  
\*Peekskill, 10566 - 41 North Division St. (866) 746-0552  
\*Queens, 11432 - 168-46 91st Ave., Jamaica (800) 877-1373  
Rochester, 14614 - 130 Main Street West - (866) 211-0644  
Syracuse, 13203 - 935 James St. - (866) 802-3730

\* DOWNSTATE MAILING ADDRESS

Claims-related mail for the Hauppauge, Hempstead, Peekskill and all NYC offices should be mailed to: PO Box 5205 Binghamton, NY 13902-5205

Statewide Fax: 877-533-0337

AVISO DE CUMPLIMIENTO  
A EMPLEADOS

INFORMACION IMPORTANTE PARA EMPLEADOS QUE SEAN LESIONADOS O SUFRAN UNA ENFERMEDAD OCUPACIONAL MIENTRAS TRABAJAN.

1. Su patrono está cumpliendo la Ley de Compensación Obrera cuando despliega este comunicado concerniente a sus derechos como trabajador lesionado.
2. Si usted no notifica a su patrono dentro del término de 30 días de haber sufrido su lesión su reclamación podría ser desestimada, por eso notifique inmediatamente.
3. Usted tiene derecho a recibir cualquier tratamiento médico necesario relacionado con su lesión y debe gestionarlo inmediatamente.
4. Para el tratamiento de cualquier lesión o enfermedad relacionada con el trabajo, usted puede escoger cualquier médico, podiatra, quiropráctico ó psicólogo (si es referido por un médico autorizado) que esté autorizado y acepte pacientes de la Junta de Compensación Obrera. Sin embargo, si su patrono está autorizado a participar en una organización certificada de proveedores preferidos (PPO), usted deberá obtener tratamiento inicial para cualquier lesión o enfermedad relacionada con el trabajo de la correspondiente entidad. Patronos que participen en cualquiera de estos programas establecidos por ley están obligados a proveer a sus empleados notificación escrita explicando sus derechos y obligaciones bajo el programa a que esté acogido.
5. Usted deberá requerir de su Médico que radique copias de los informes médicos de su caso en la Junta de Compensación Obrera y en la compañía de seguros de su patrono, que se indica al final de esta forma.
6. Usted tiene derecho a compensación si su lesión relacionada con el trabajo le impide trabajar por más de siete días, le obliga a trabajar a sueldo más bajo ó resulta en incapacidad permanente de cualquier parte de su cuerpo. Usted puede tener derecho a servicios de rehabilitación si necesita ayuda para regresar al trabajo.
7. No pague a ningún proveedor médico directamente por tratamiento de su lesión o enfermedad relacionada con el trabajo. Ellos deben enviar sus facturas al asegurador de su patrono. Si el caso es cuestionado, el proveedor deberá esperar hasta que la Junta decida el caso, antes de iniciar gestión de cobro alguna contra usted. Si usted no tramita su caso ó la Junta falla que su lesión o enfermedad no está relacionada con el trabajo, usted podría ser responsable del pago de las facturas.
8. No es obligatorio el estar representado en ninguno de los procedimientos de la Junta, pero es un derecho que usted tiene, el estar representado por abogado ó por representante licenciado si usted así lo desea. Si es representado, no pague al abogado ó al representante licenciado. Cuando la Junta decida su caso, los honorarios serán determinados por la Junta y descontados de sus beneficios.
9. Si tiene dificultad en conseguir un formulario de reclamación o necesita ayuda para llenarlo ó tiene dudas sobre cualquier situación relacionada con una lesión o enfermedad comuníquese con la oficina mas cercana de la Junta.

*Robert E. Beloten*

ROBERT E. BELOTEN, CHAIR/PRESIDENTE

Workers' Compensation benefits, when due, will be paid by (Los beneficios de Compensación Obrera, cuando debidos, seran pagados por):

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self-insurer

KASOWITZ, BENSON, TORRES &  
FRIEDMAN LLP  
THE TRAVELERS INSURANCE COMPANIES  
ONE TOWER SQUARE  
HARTFORD, CT 06183  
1-800-238-6225

For Insurance Carriers ONLY: Policy No 4C328007  
Policy in Force from 10-30-12 to 10-30-13

Name of employer (Nombre del patrono)

**THIS NOTICE MUST BE POSTED  
CONSPICUOUSLY IN AND ABOUT THE  
EMPLOYER'S PLACE OR PLACES OF  
BUSINESS.**

Failure by an employer to post this notice in and about the employer's place or places of business may result in a \$250 penalty for each violation.

**STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
NOTICE OF COMPLIANCE  
DISABILITY BENEFITS LAW  
TO EMPLOYEES**

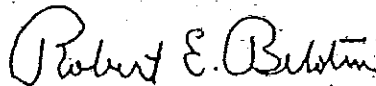
**ESTADO DE NUEVA YORK  
JUNTA DE COMPENSACION OBRERA  
AVISO DE CUMPLIMIENTO  
LEY DE BENEFICIOS POR INCAPACIDAD  
A LOS EMPLEADOS**

1. If you are unable to work because of an illness or injury not work-related, you may be entitled to receive weekly benefits from your employer, or his or her insurance company, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Use one of the following claim forms:  
-If, when your disability begins, you are employed or are unemployed for four weeks or less, use claim Form DB-450, which you may obtain from your employer, his or her insurance carrier, your health provider, the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)) or any office of the Board, and send it to your employer or the insurance carrier named below.  
-If, when your disability begins, you have been unemployed more than four weeks, use claim Form DB-300, which you may obtain from any Unemployment Insurance Office, your health provider, the Workers' Compensation Board's website ([www.wcb.state.ny.us](http://www.wcb.state.ny.us)) or any office of the Board. Send completed claim form to the Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the claim form, showing your period of disability.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. Other information about Disability Benefits may be obtained by writing or calling the nearest Workers' Compensation Board Office.

1. Si usted no puede trabajar debido a enfermedad o lesión no relacionada con el trabajo, podría tener derecho a recibir beneficios semanales de su patrón o de la compañía de seguros de él/ella o del Fondo Especial para Beneficios por Incapacidad.
2. Para reclamar beneficios usted debe presentar una forma de reclamación, dentro de 30 días a partir de la primera fecha de su incapacidad, pero en ningún caso más de 26 semanas de dicha fecha.
3. Use una de las siguientes formas de reclamación:  
-Si, cuando comience su incapacidad usted está empleado o ha estado desempleado por cuatro semanas o menos, use la forma de reclamación (Form DB-450), la cual puede obtener de su patrón o de la compañía de seguros de él/ella, o de su proveedor de cuidados de salud, o bien de cualquier oficina de la Junta de Compensación Obrera, y envíela a su patrón o a la compañía de seguros nombreda abajo.  
-Si cuando comience su incapacidad, usted ha estado desempleado más de cuatro semanas, use la forma de reclamación (Form DB-300), la cual puede obtener en cualquier Oficina de Seguro de Desempleo, de su proveedor de salud, o bien de cualquier oficina de la Junta de Compensación Obrera. Envíe la forma de reclamación, debidamente terminada, a Workers' Compensation Board, Disability Benefits Bureau, Albany, New York 12241. **IMPORTANTE:** Antes de presentar usted su reclamación, es necesario que su proveedor de salud complete la declaración del médico ("Health Care Provider's Statement") en la forma de reclamación, indicando el periodo de su incapacidad.
4. Usted tiene derecho a ser tratado por cualquier médico, quiropráctico, dentista, enfermera-partera, podiatra o psicólogo que usted elija. Pero, contrario a la compensación obrera, sus cuentas médicas no serán pagadas a menos que su patrón y/o Unión haga el pago de tales cuentas médicas bajo un Plan o Convenio de Beneficios por Incapacidad.
5. Si estuviera usted enfermo o lesionado durante el tiempo que esté recibiendo beneficios del Seguro de Desempleo, presente una reclamación para Beneficios por Incapacidad, siguiendo las instrucciones arriba descritas, tan pronto como sufra la lesión o la enfermedad.
6. Si usted está desempleado por mas de siete días, su patrón está obligado a enviarle la Declaración de Derechos de Beneficios por Incapacidad (Form DB-271S).
7. Otras informaciones relativas a Beneficios por Incapacidad pueden obtenerse escribiendo o llamando ala oficina más cercana de la Junta de Compensación Obrera.

**WORKERS' COMPENSATION BOARD OFFICES**

Albany, 12241 - 100 Broadway-Menands - (866) 750-5157  
 Binghamton, 13901 - State Office Bldg. - 44 Hawley St. - (866) 802-3604  
 Brooklyn, 11201 - 111 Livingston St. - Brooklyn - (800) 877-1373  
 Buffalo, 14203 - 295 Main Street, Suite 400 - (866) 211-0645  
 Hauppauge, 11788 - 220 Rabro Drive - Suite 100 - (866) 681-5354  
 Hempstead, 11550 - 175 Fulton Avenue - (866) 805-3630  
 New York, 10027 - 215 W.125th St. - Manhattan - (800) 877-1373  
 Peekskill, 10566 - 41 North Division St. - (866) 746-0552  
 Queens, 11432 - 168-46 91st Ave. - Jamaica - (800) 877-1373  
 Rochester, 14614 - 130 Main Street West - (866) 211-0644  
 Syracuse, 13203 - 935 James St. - (866) 802-3730



**ROBERT E. BELONT  
CHAIR/PRESIDENTE**

[www.wcb.state.ny.us](http://www.wcb.state.ny.us)

Employers must post DB-120s so that all classes of their employees know who will pay their Disability Benefits.  
 Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

The benefits provided are (Los beneficios provistos son)

Statutory  Under a Plan or Agreement

Class(es) of employees covered (Clase(s) de empleados amparados)

All Employees eligible under the New York State Disability Benefits Law

First Unum Life Insurance Company 666 Third Avenue, Suite 301 New York, NY 10017 (1-800-356-5817)	
Effective: From	07/01/2013 To 08/01/2014
(En Vigor Desde)	(Hasta)
Policy No.	458318
(Poliza No.)	

**THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.**

**LA JUNTA DE COMPENSACION OBRERA EMPLEA Y SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.**

Prescribed by Chair  
 Workers' Compensation Board  
 State of New York

**DB-120 (1-11)**

**KASOWITZ BENSON TORRES & FRIEDMAN LLP**

Name of employer (Nombre del Patron)

**THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.**

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

**PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier**

<p>1a. Legal Name and Address of Insured (Use street address only)</p> <p>Kasowitz Benson Torres &amp; Friedman LLP 1633 Broadway 22nd Floor New York, NY 10019</p>	<p>1b. Business Telephone Number of Insured 212 506 1700</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 26-913877</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 133720397</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>The Assembly State of New York One Enterprise Drive Albany, NY 12248</p> <p>Attn: Amy Metcalfe - Administrative Counsel</p>	<p>3a. Name of Insurance Carrier First Unum Life Insurance Company</p> <p>3b. Policy Number of entity listed in box "1a": 458318</p> <p>3c. Policy effective period: 8/20/2013 to 8/20/2014</p>

4. Policy covers:

- a.  All of the employer's employees eligible under the New York Disability Benefits Law
- b.  Only the following class or classes of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed 8/20/2013 By *Suzanne G. Brown*  
(Signature of insurance carrier's authorized representative of NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 207 575 7079 Title Registrar

**IMPORTANT:** If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.  
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

**PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)**

State Of New York  
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_  
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Title \_\_\_\_\_

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

## Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

### DISABILITY BENEFITS LAW

#### §220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

**PROCUREMENT LOBBYING VENDOR DISCLOSURE**

Compliance with New York State Finance Law §139-j and §139-k require disclosures of past findings of non-responsibility, affirmation of compliance with the law, and certification that all information provided is complete, true and accurate.

The NYS Assembly reserves the right to terminate this contract if it is found that the certification provided by the offerer/bidder in accordance with NYS Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the NYS Assembly may exercise its termination right by providing written notification to the contractor.

**Vendor Disclosure, Affirmation, and Certification:**

*List and fully explain any findings of non-responsibility within the past four(4) years by any governmental entity, including but not limited to (i) impermissible contacts or other violations of State Finance Law sections 139-j and 139-k and/or the (ii) intentional provision of false or incomplete information to a governmental entity.*

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*Bidders affirm and agree to comply with State Finance Law sections 139-j and 139-k and certify that all information provided to the Assembly is complete, true and accurate.*

*Marc E. Kantz*  
\_\_\_\_\_  
Signature

*Partner*  
\_\_\_\_\_  
Title

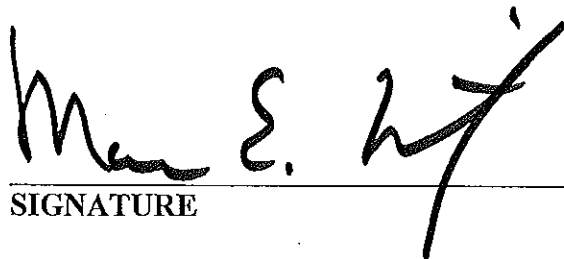
*8/19/13*  
\_\_\_\_\_  
Date

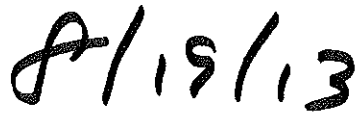
## IRAN DIVESTMENT ACT

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before the New York State Assembly may approve a request for Assignment of Contract.

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

The New York State Assembly reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension or assignment award of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

  
\_\_\_\_\_  
SIGNATURE

  
\_\_\_\_\_  
DATE

**OFFICE OF THE STATE COMPTROLLER  
BUREAU OF CONTRACTS  
GOVERNMENTAL ENTITY REPRESENTATION CONCERNING COMPLIANCE  
WITH STATE FINANCE LAW §§139-j AND 139-k**

**Agency Code:** 04020  
**Agency/Authority Name:** New York State Assembly  
**Contractor Name:** Kasowitz, Benson, Torres & Friedman LLP  
**Contract No. or P.O. No.:** C111945  
**Amendment No.:** \_\_\_\_\_  
**Batch No.:** \_\_\_\_\_

I am a duly authorized representative of the above governmental entity. To the best of my knowledge, information and belief, pursuant to the requirements of State Finance Law (SFL) §§139-j and 139-k, the governmental entity for this procurement has:

- Issued and complied with its policies and procedures with respect to permissible contacts and any determinations made for violations thereof and has included such policies and procedures as part of the solicitation/bid documents;
- Issued policies and procedures in connection with the recording of all “contacts” received during the “restricted period” as those terms are defined under SFL §§ 139-j and 139-k, and is not aware of any “contacts” that were not recorded as required and included in the procurement record submitted to OSC;
- Received from all offerers the required (i) disclosure regarding prior findings of non-responsibility for violations of SFL §§ 139-j or 139-k; (ii) written affirmation of understanding and agreement to comply with the governmental entity’s policies and procedures relating to permissible contacts;
- If any offerors have disclosed a prior finding of non-responsibility for violations of §§ 139-j or 139-k, I have noted them below:

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

- Received from the winning vendor a certification as to the completeness, truth and accuracy of all information provided to the governmental entity and included such documentation in the procurement record submitted to OSC;
- Included in the contract a provision authorizing termination if the certification referenced above is found to be intentionally false or intentionally incomplete;
- Reviewed the New York State Office of General Services published list of non-responsible and debarred vendors for violations of SFL §§139-j and 139-k and considered such information in its determination of responsibility of the proposed vendor;

- Except as otherwise indicated, found no knowing and willful violations of the requirements regarding permissible contacts or other provisions of SFL §§139-j or 139-k;
- If applicable, documented in the procurement record submitted to OSC (i) the basis for finding the proposed vendor in this procurement non-responsible for violations of SFL §§139-j or 139-k; (ii) the due process afforded such vendor; and (iii) that such finding was reported to OGS, as required;

Based upon the above information and representations, the governmental entity has determined, for purposes of SFL §§139-j and 139-k only that the proposed vendor for the above identified governmental procurement is:

Responsible

Non-responsible

*(This responsibility determination by the governmental entity must also be reported on the Vendor Responsibility Profile, if one is required for this transaction.)*

- If applicable, documented in the procurement record submitted to OSC the basis for awarding a contract to the proposed vendor notwithstanding the governmental entity's determination that the proposed vendor is non-responsible for violations of SFL §§ 139-j or 139-k.
- Documented in the procurement record submitted to OSC (i) the basis for finding any other offerer in this procurement non-responsible for violations of SFL §§139-j or 139-k; (ii) the due process afforded such offerer; and (iii) that such finding was reported to OGS, as required.

Name(s) and Federal Identification number(s) of such Offerer(s)

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

8/22/13  
 Date

Amy A. Metcalfe  
 Authorized Signatory

Name: Amy Metcalfe  
 (printed or typed)

Administrative Counsel  
 Title

Direct Telephone Number (including area code): 518-455-4197

E-mail Address: metcalfea@assembly.state.ny.us

Mailing Address: NYS Assembly, Administrative Counsel, One Enterprise Drive, Albany, NY 12248



**OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY PROFILE**

**Part I – Contract Information - Complete for all transactions.**

1. Business Unit ASM01	2. Department ID # 400020	3. Department Name NYS Assembly	
4. Contract/PO # C111945	5. Amendment Sequence # 0	6. Transaction Amount \$55,000.00	7. Total Contract Value \$55,000.00
8. Vendor Name Kasowitz, Benson, Torres & Friedman LLP		9. NYS Vendor ID # 49074	10. Taxpayer ID/EIN # 133720397
11. Contractor Type: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor			
12. Contract Description Outside Counsel			
13. State contracting entity contact for this transaction – Name, Phone, Email Amy Metcalfe, 518-455-4197, metcalfea@assembly.state.ny.us			
14. Were any issues disclosed by vendor and/or found by State contracting entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If "Yes," provide details using Attachment A, Item 1.)			
15. If this is a new contract or renewal, has the vendor's documentation of New York State Workers' Compensation and Disability Benefits coverage or exemption been verified as accurate, up-to-date, and included as part of the procurement package as outlined in GFO XI.18.G? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If "No," provide details using Attachment A, Item 2.)			

**Part II – Vendor Disclosure and State Contracting Entity Process – Complete for a new contract valued at \$100,000 or more, or an amendment that brings total approved amount to \$100,000 or more for the first time.**

16. Identify disclosures used in this review that were *provided by the vendor*. Check all that apply and attach all pertinent items. (Information found on the VendRep System should **NOT** be printed for OSC.)

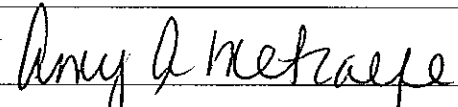
<input type="checkbox"/> Online VendRep Questionnaire Date Certified:	<input type="checkbox"/> Hard Copy Questionnaire (Must attach, if used) Date Certified:	
<input type="checkbox"/> Financial Statements	<input type="checkbox"/> Solicitation Document Responses	<input type="checkbox"/> Vendor Correspondence
<input type="checkbox"/> Other Vendor Disclosure - Describe:		

*All reviews must be thorough and comprehensive to mitigate any risks to public funds or services.*

17. Is a description of the State contracting entity's process included in Attachment A, Item 2?     Yes     No  
If "No," explain:

**Part III – State Contracting Entity Responsibility Determination**

The above named contracting entity has undertaken an affirmative review of the proposed contractor's responsibility and, based upon such review, has reasonable assurance that the proposed contractor is:  
 Responsible     Non-Responsible

Signature: 	Date: 8/22/13
Print Name: Amy Metcalfe	Title: Administrative Counsel

**OFFICE OF THE STATE COMPTROLLER - BUREAU OF CONTRACTS  
VENDOR RESPONSIBILITY PROFILE**

**Attachment A**

Business Unit # ASM01	Department ID # 400020
Contract/PO # C111945	Amendment Sequence # 0
Vendor Name Kasowitz, Benson, Torres & Friedman LLP	NYS Vendor ID #

**Item 1: Issue Detail**

For each issue disclosed by the vendor or found by the State contracting entity, describe the issue and its resolution.

*Note: In the "Resolution" field, include the State contracting entity's assessment of the issue, its relevance to the vendor's responsibility for this procurement (including any supporting reasons), and any corrective or mitigating actions taken by the State contracting entity or vendor in response to the issues (attach additional pages if necessary). If the State contracting entity believes the issue has no impact on this transaction, state the reason(s) justifying such statement.*

Issue Description	State Contracting Entity Resolution
1.	
2.	
3.	

**Item 2: State Contracting Entity Process**

Describe the steps *taken by the State contracting entity* to determine vendor responsibility including consideration of the vendor disclosures and the independent State contracting entity research, including but not limited to, internet sources, contracting entity records, and internal or external communication. If a Resource Checklist was used, it is acceptable to submit the completed list in lieu of describing the process.

*Note: Do not submit copies of website search results or information found on the VendRep System.*

The Assembly uses an affirmative review process to determine vendor responsibility. The process is based on OSC guidance per Procurement Bulletin G-221. Internet research included Department of State, Department of Labor (checked debarred list), Federal government's System for Awards Management, checked OGS List of Prohibited Entities, Better Business Bureau and Lexis Nexis.