

**STATE OF NEW YORK**

**DEPARTMENT OF TAXATION AND FINANCE**

**Office of Budget & Management Analysis**

**Bureau of Fiscal Services**

**Building 9, Room 234**

**W.A. Harriman Campus**

**Albany, NY 12227**

**Patrick Ryan, Director**

**Budget & Accounting Services**

**Catherine Golden, Director**

**Procurement Services**

 **September 18, 2014**

**Amendment # 6**

**For Request for Proposals (RFP) 14-04 Real Property Tax Administration System Solution**

Dear Bidder,

## The State is issuing Amendment #6 to:

## Amend the Schedule of Events;

## Delete the Mandatory Insurance Requirement in Section VII. General Requirements;

* Amend Section VI. Administrative Requirements, B. Administrative Contract Conditions to include Worker’s Compensation and Disability Insurance;
* Amend Attachment E – Functional Requirements Response Form;
* Delete Attachment CC – Insurance Response Form;

## Amend the Functional Exhibits; and

## Amend Exhibit J. Preliminary Base Contract to further define the insurance requirements.

Corrected pages are attached to this document. All deletions are shown as green highlighted, strike-through text, all additions are made in bold brown text. **Please ensure your proposal conforms to these revisions.**

## Schedule of Events

|  |  |
| --- | --- |
| Issuance of RFP | May 7, 2014 |
| Issuance of ~~Draft~~ Preliminary Base Contract | On or about ~~May 14 June 27~~ August 4, 2014 |
| Deadline for filing Offerer Understanding of, and Compliance with, Procurement Lobbying Guidelines | ~~May 21, 2014~~ June 23, 2014 by 2:00 PM ET |
| Deadline for first Submission of Questions | ~~May 21, 2014~~ June 23, 2014 by 2:00 PM ET |
| Department Response to Bidder Questions | ~~May 30~~ June 30, 2014 |
| Deadline for Registering for the Pre-Bid Conference | ~~June 2~~ July 8, 2014 by 12:00 PM ET |
| Pre-Bid Conference Webinar | ~~June 2~~ July 8, 2014 2:00 PM ET |
| Deadline for second submission of Bidder Questions | ~~June 17~~ July 17, 2014 |
| Department response to second submission of Bidder Questions | ~~June 24~~ July 29, 2014 |
| Deadline for third submission of Questions | August 11, 2014 by 2 PM ET |
| Departments response to third submission of questions | August 19, 2014 |
| Deadline for Submission of Mandatory Notification of Intent to Bid and submission of Software Trial **or fully functional demonstration site** ~~with converted data~~ | ~~June 30~~ ~~August 4~~ August 26, 2014 |
| Proposals Due | ~~July 16~~ ~~August 18 September 9~~ **October 3**, 2014 by 2 PM ET |
| Bidder’s System Presentations – Proof of Concept | ~~August/September~~ **October** 2014 |
| Notification of Intent to Award | ~~August 28~~ ~~September 18 October 10~~ **November 10**, 2014 |
| Deadline for Contract Signature | ~~September 29~~ ~~October 17 November 10~~ **December 10**, 2014 |
| Anticipated System Go Live Date | ~~December 1, 2015~~ March 31, 2016 |

1.

## ~~Insurance Requirements (M)~~

~~Prior to the commencement of services, the Contractor shall file with the State of New York, Department of Taxation and Finance, Certificates of Insurance evidencing compliance with all requirements contained in this Contract. These policies must be written in accordance with the requirements of the paragraphs below. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least “A-” Class ”VII” in the most recently published Best’s Insurance Report.~~

~~The Department may, at its sole discretion, accept policies of insurance written by a non-authorized carrier(s) when Certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.~~

~~All insurance required by the Contract shall: i) be obtained at the sole cost and expense of the Contractor, ii) be maintained with insurance carriers licensed to do business in New York State, and acceptable to DTF, iii) be primary and non-contributing to any insurance or self-insurance maintained by DTF, iv) be endorsed to provide DTF the State with written notice at least thirty (30) days prior to the cancellation, non-renewal or material alteration of such policies, and v) name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers Compensation, Disability or Technology Errors and Omissions.~~

~~The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions above $100,000 are subject to approval by the State. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.~~

~~The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein. Should the Contractor engage a subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the State.~~

~~The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of the Contract and as further required by the Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.~~

~~As soon as reasonably practicable prior to the expiration date or renewal date, the Contractor shall supply DTF updated/replacement Certificates of Insurance, and amendatory endorsements.~~

~~The Contractor, throughout the term of the Contract, or as otherwise required by the Contract, shall obtain and maintain in full force and effect, the following insurances with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):~~

* 1. **~~Specific Coverage and Limits.~~** ~~The types of insurance and the minimum policy limits shall be as follows:~~
		1. **~~General Liability.~~** ~~Commercial General Liability Insurance (CGL) covering the liability of Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under the Contract. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages. The limits under such policy shall not be less than the following:~~
			+ ~~Each Occurrence Limit - $1,000,000~~
			+ ~~General Aggregate - $2,000,000~~
			+ ~~Products/Completed Operations - $1,000,000~~
			+ ~~Personal Advertising Injury - $1,000,000~~
			+ ~~Damage to Rented Premises - $50,000~~
			+ ~~Medical Expense - $5,000~~

~~Coverage shall include, but not be limited to, the following:~~

* + - * ~~Premises liability~~
			* ~~Independent contractors~~
			* ~~Blanket contractual liability, including tort liability of another assumed in a contract~~
			* ~~Defense and/or indemnification obligations~~
			* ~~Cross liability for additional insured’s~~
			* ~~Products/completed operations~~
		1. **~~Additional Insured.~~** ~~The Department State shall be named as additional insureds thereunder where applicable. Such liability must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form providing equivalent coverages.~~
		2. **~~Technology Errors and Omissions~~**~~. The Contractor shall procure and maintain Technology Errors and Omissions insurance in the amount of Two Million ($2,000,000.00) dollars for damages arising from computer-related services, including the following: Consulting consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, and the use of any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. If the Technology Errors and Omissions insurance is written on a claims-made basis, the Contractor shall also provide, at its sole expense, an Extended Discovery Clause providing coverage for up to three (3) years after the work is completed, in the event that the original coverage is cancelled or not renewed.~~
		3. **~~Workers Compensation.~~** ~~For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Workers Compensation Law.~~
		4. **~~Disability Benefits.~~** ~~For work to be performed in NYS, Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees of Contractor that are required to be covered by the NYS Disability Benefits Law. Any waiver of this requirement must be approved by the State Department and will only be granted in unique or unusual circumstances.~~
		5. **~~Business Automobile Liability.~~** ~~Business Automobile Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least One Million Dollars ($1,000,000.00) and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder. The limits may be provided through a combination of primary and umbrella/excess liability policies.~~
	1. **~~Waiver of Subrogation.~~** ~~Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty, excluding Cyber Liability, a waiver of the insurer’s right of subrogation against State Department, or, if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against State Department, or (ii) any other form of permission for the release of State Department.~~

**~~Response Requirement~~**

~~On~~ **~~Attachment CC, Insurance Response Form~~**~~, the Bidder must affirm understanding of the State’s Insurance Requirements.~~

1. **Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) 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. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should ~~DTF~~ State receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, ~~DTF~~ State 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 ~~DTF~~ State 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.

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

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24. **Encouraging use of New York State Business in Contract Performance**

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

**Response Requirements**

Each Bidder must complete and submit **Attachment 17, Encouraging Use of New York State Business in Contract Performance.**

1. **Workers’ Compensation and Disability Benefits Certifications**

**Sections 57 and 220 of the New York State Workers’ Compensation Law (WCL) provide that the State shall not enter into any contract unless proof of workers’ compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with the State, Successful Proposers will be required to verify for the State, on forms authorized by the New York State Workers’ Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers’ compensation or disability benefits coverage should be directed to the State of New York Workers’ Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Proposal.**

**The Successful Proposer must submit the following documentation within 48 hours of notification of selection for award:**

## Proof of Workers’ Compensation Coverage:

**Upon notification of award, the Successful Proposer will be requested to submit ONE of the following forms as Workers’ Compensation documentation:**

### Form C-105.2 – Certificate of Workers’ Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or

### Form SI-12 – Certificate of Workers’ Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers’ Compensation Group Self-Insurance); or

### Form CE-200 – Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage.

## Proof of Disability Benefits Coverage:

# Upon notification of award, the Successful Proposer will be requested to submit ONE of the following forms as Disability documentation:

### Form DB-120.1 – Certificate of Disability Benefits Insurance; or

### Form DB-155 – Certificate of Disability Benefits Self-Insurance; or

### Form CE-200 – Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage.

### Further information is available at the Workers’ Compensation Board’s website, which can be accessed through this link: <http://www.wcb.ny.gov>.

**Please note that although these forms are not required as part of the bid submissions, the State encourages Proposers to include them with their bid submissions to expedite contract execution if the Proposer is awarded the contract. Note also that only the forms listed above are acceptable; ACCORD forms cannot be accepted.**

| **Requirement No.** | **Requirement Status****M=Mandatory****D=Desirable** | **Requirement****Note: Failure to provide sufficient detail to the mandatory topics of this section will result in the bidder being deemed non-responsive and removed from further consideration.** |
| --- | --- | --- |
|  | **F** | **CO** | **CU** | **TP** | **SR** | **CR** | **N** |
| **3.** |  | Building Component Model Report – **~~See Exhibit 33 Sample Building Component Model Report~~** |  |  |  |  |  |  |  |
| 3.a | M | The system shall provide an ability to generate a report, based on a specified cost year and model number, model features used to cost a given building when no specific building components are recorded. A commercial building cost is made up of multiple components. Within each component code there are a vast number of associated component codes that define the specific characteristics that make up the “typical” building within that model classification. |  |  |  |  |  |  |  |
| **4.** |  | Market Valuation |  |  |  |  |  |  |  |
| 4.a. | M | Comparable Sales (Residential, Farm and Vacant) - **See Exhibit 34 Sample Comparable Sales Report** |  |  |  |  |  |  |  |
|  |  | * + - The system must provide a selection and adjustment of comparable sales in order to predict an estimate of market value for a chosen subject property. The system must be capable of processing residential, farm and vacant properties.
 |  |  |  |  |  |  |  |
|  |  | * + - The system must be equipped to allow:
			* + Customization of options, ranges and values for sales population, point values (continuous, binary and linearized), and comparable neighborhoods.
 |  |  |  |  |  |  |  |
|  |  | * + - * + Selection of sales by county, town, or village. Within municipality, a primary search by jurisdiction, neighborhood, property class, building style, school code or comparable neighborhoods.
 |  |  |  |  |  |  |  |
|  |  | * + - * + The option to run sales against sales, with the ability to exclude subject sales from the predicted value calculation.
 |  |  |  |  |  |  |  |
|  |  | * + - * + Selection of sales based on a pre-determined comparable regions file (e.g., comparable areas within the state, comparable towns within county, comparable neighborhoods within a municipality) such that only sales
 |  |  |  |  |  |  |  |

# Attachment CC – Insurance Response Form

~~Prior to the commencement of services to be provided by the Contractor hereunder, the Contractor shall file with The People of New York State, Department of Taxation and Finance, Certificates of Insurance evidencing compliance with all requirements contained in the contract. Such certificates shall be of form and substance acceptable to the Department.~~

~~Bidder Affirmation~~

~~The Bidder affirms understanding of, and agrees to comply with the Insurance Requirements in Section VII. General Requirements, F.:~~

~~Yes~~ ~~[ ]  No~~ ~~[ ]~~

~~Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

~~Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

~~Representative’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

~~Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

Product(s) and/or Solution reaches end of life or is otherwise discontinued, or if the Contractor or the State does not renew or extend the Contract, the State shall have an unlimited, perpetual, non-exclusive, royalty-free, and irrevocable right to use, execute, reproduce, display, perform, deploy, access, modify, maintain and/or merge the escrowed code and any other accompanying documentation.

**Article XXI. Insurance Requirements**

~~In addition to Contractor compliance with Section VII. (F) of RFP 14-04, Insurance Requirements throughout the Term of the Agreement, the Contractor shall cause all insurance to remain in full force and effect for 6 months beyond the expiration or Termination of the Contract. In addition, should the Contractor obtain Technology Errors and Omissions insurance written on a claims-made basis ( requiring a three year extended discovery clause), then the Contractor shall be required to keep the Technology Errors and Omissions insurance in place for that three year extended period. The State’s acceptance or approval of the Certificates of Insurance shall not diminish any of Contractor’s obligations, responsibilities or liabilities hereunder.~~

**Prior to the commencement of services, the Contractor shall file with the State of New York, Department of Taxation and Finance, Certificates of Insurance evidencing compliance with all requirements contained in this Contract. These policies must be written in accordance with the requirements of the paragraphs below. Each insurance carrier must be rated at least “A-” Class “VII” in the most recently published Best’s Insurance Report. If, during the term of the policy, a carrier’s rating falls below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the Department and rated at least “A-” Class ”VII” in the most recently published Best’s Insurance Report.**

**The Department may, at its sole discretion, accept policies of insurance written by a non-authorized carrier(s) when Certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit. Nothing herein shall be construed to require the Department to accept insurance placed with a non-authorized carrier under any circumstances. Acceptance and/or approval by the Department does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.**

**All insurance required by the Contract shall: i) be obtained at the sole cost and expense of the Contractor, ii) be maintained with insurance carriers licensed to do business in New York State, and acceptable to DTF, iii) be primary and non-contributing to any insurance or self-insurance maintained by DTF, iv) be endorsed to provide the State with written notice at least thirty (30) days prior to the cancellation, non-renewal or material alteration of such policies, and v) name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder. The additional insured requirement does not apply to Workers Compensation, Disability or Technology Errors and Omissions.**

**The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions above $100,000 are subject to approval by the State. The Contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.**

**Should the Contractor engage a subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to the State.**

**The Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Contract and to remain in full force and effect throughout the term of the Contract and as further required by the Contract. The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.**

**As soon as reasonably practicable prior to the expiration date or renewal date, the Contractor shall supply DTF updated/replacement Certificates of Insurance, and amendatory endorsements.**

**The Contractor, throughout the term of the Contract, or as otherwise required by the Contract, shall obtain and maintain in full force and effect, the following insurances with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):**

* 1. **Specific Coverage and Limits. The types of insurance and the minimum policy limits shall be as follows:**
		1. **General Liability. Commercial General Liability Insurance (CGL) covering the liability of Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under the Contract. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages. The limits under such policy shall not be less than the following:**
			+ **Each Occurrence Limit - $1,000,000**
			+ **General Aggregate - $2,000,000**
			+ **Products/Completed Operations - $1,000,000**
			+ **Personal Advertising Injury - $1,000,000**
			+ **Damage to Rented Premises - $50,000**
			+ **Medical Expense - $5,000**

**Coverage shall include, but not be limited to, the following:**

* + - * **Premises liability**
			* **Independent contractors**
			* **Blanket contractual liability, including tort liability of another assumed in a contract**
			* **Defense and/or indemnification obligations**
			* **Cross liability for additional insured’s**
			* **Products/completed operations**
		1. **Additional Insured. The State shall be named as additional insureds thereunder where applicable. Such liability must be written on the ISO occurrence form CG 20 10 11 85, or a substitute form providing equivalent coverages.**
		2. **Technology Errors and Omissions. The Contractor shall procure and maintain Technology Errors and Omissions insurance in the amount of Two Million ($2,000,000.00) dollars for damages arising from computer-related services, including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, and the use of any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. If the Technology Errors and Omissions insurance is written on a claims-made basis, the Contractor shall also provide, at its sole expense, an Extended Discovery Clause providing coverage for up to three (3) years after the work is completed, in the event that the original coverage is cancelled or not renewed.**
		3. **Business Automobile Liability. Business Automobile Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least One Million Dollars ($1,000,000.00) and shall name The People of the State of New York, its officers, agents, and employees as additional insureds thereunder. The limits may be provided through a combination of primary and umbrella/excess liability policies.**
	1. **Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty, , a waiver of the insurer’s right of subrogation against State, or, if such waiver is unobtainable, (i) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against State, or (ii) any other form of permission for the release of State.**

**The Contractor shall cause all insurance to remain in full force and effect throughout the Term of the Agreement and for 6 months beyond the expiration or Termination of the Contract. In addition, should the Contractor obtain Technology Errors and Omissions insurance written on a claims-made basis (requiring a three year extended discovery clause), then the Contractor shall be required to keep the Technology Errors and Omissions insurance in place for that three year extended period. The State’s acceptance or approval of the Certificates of Insurance shall not diminish any of Contractor’s obligations, responsibilities or liabilities hereunder.**

**Article XXII: General Terms and Conditions**

**Appendix A**

The Contractor has read and agrees to Appendix A (Standard Clauses for NYS Contracts), which is incorporated as part of the Agreement without revision.

**Tax Liabilities**

All outstanding Tax Liabilities, due to the State of New York from the Contractor, or Contractor’s partners, agents and subcontractors engaged in providing services under this Agreement, other than tax liabilities being contested by any such party, must be satisfied prior to the execution of this Agreement, or a payment schedule arranged for their prompt satisfaction.

**Payment Records**

The Contractor must maintain adequate records as prescribed by the State to substantiate all claims for payment and must make those records available in New York State for examination and copying.

**Governing Law**

The laws of the State of New York shall be the law that shall govern the interpretation or application of any of the terms or conditions of this Agreement.