

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

APPROVED DOCUMENT TRANSMITTAL

Date _____

Dept ID 4010200

Contract No. C150637

Purchase Order No. _____

TO: NYS Senate

- ☐ Enclosed is an approved contract. Refer to this contract number and Department ID in all correspondence.
- ☒ Enclosed is an approved Amendment No./Change Order No. 2 (seg 1) in the amount of
\$ 850,000.
- ☐ Extension is approved to _____ Amount if applicable \$ _____.
- ☐ Enclosed is an approved purchase order. Refer to this purchase order number and Department ID in all correspondence.
- ☐ Enclosed is an approved purchase order change notice in the amount of \$ _____.

☐ _____

XAA

STATE
OF
NEW YORK**CONTRACT ENCUMBRANCE REQUEST**☐ Amendment/
Supplemental

Voucher Number: 79614E

SFS DEPARTMENT ID 4010200	BATCH NUMBER 79614E	AUDIT TYPE TBV	AP BUSINESS UNIT SEN01	NET AMOUNT \$0.00
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Originating Agency SENATE	Contract No. C150037	Sequence # 1
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SFS Vendor ID 1100104130	Additional	Contractor Type X	Administering Agency SFS Dept ID 4010200
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Payee Name (Limit to 30 spaces) KIRKLAND & ELLIS LLP	Payee Name (Limit to 30 spaces)
---	---------------------------------

Payee Address (Limit to 30 spaces) 300 N LASALLE ST	Payee Address (Limit to 30 spaces)
--	------------------------------------

City (Limit to 20 spaces) CHICAGO	(Limit to 2 spaces)	State IL	Zip Code 60654
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Interest Eligible (YN) Y	IRS Code	Stat. Type	Indicator- Statewide	Indicator- Department
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Contract Amount \$850,000.00	Contract Period (MM) (DD) (YY) 09/06/13 to 03/31/15
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Bid Date (MM) (DD) (YY) 09/05/13	Renewal/Amendment Beginning Date (MM)(DD) (YY)
-------------------------------------	--

Description (Limit to 50 spaces)

Description (Limit to 50 spaces)

Provisions (Limit to 63 spaces) INCREASING CONTRACT AMOUNT AND EXTENDING DATE
--

Preparer's Signature <i>Kevin M. Natoli</i>	Preparer's Phone No. 455-3151
--	----------------------------------

Agency Finance Officer's Signature <i>David A. Natoli</i>	Date 12/03/14
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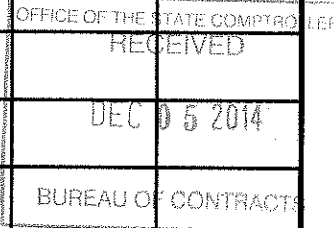
Audit Status	Category	Method of Award	Audit Class (MM) (YY)	Project Code
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Bids Solicited	Number Rejected	Declined	No Reply	Route Code
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Date Received	Audit Group	Date Approved	Date Rejected	Auditor's Initials <i>RA</i>
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Line	Act	Intended Encumbrance Amount	COST CENTER CODE				Account
			Dept.	Cost Center Unit	Var.	Yr.	
		850,000.00					

If you have any QUESTIONS
Please email them to:
Volk@nysenate.gov OR
Natoli@nysenate.gov


☐ Check if continuation
form is attached.

**New York State Senate Contract
C-150037
Amendment #2
November 20, 2014**

Contract C-150037 entered into September 12, 2013 between Kirkland & Ellis and the New York State Senate for outside legal counsel is amended as follows.

Section (A. 1.) is amended as follows:

- (A) 1. The Senate does hereby employ, engage and hire the Contractor, and the Contractor does hereby accept and agree to provide the services specified in this contract to the Senate during the period of September 6, 2013 to March 31, 2015.

Section (D. 4.) is amended as follows:

- (D) 4. The total value for legal services rendered pursuant to this Agreement, expert witness, investigator and consultant series, and incidental costs shall not exceed the sum of One Million Dollars (\$1,000,000.00). All vouchers submitted must itemize by person/title and the days and hours for which the Contractor is billing. All charges for expert witness-consultant services and incidental costs shall also be appropriately itemized.

Agency Certification

"In addition to the acceptance of this amendment, I also certify that original copies of this signature page will be attached to all other exact copies of this amendment."

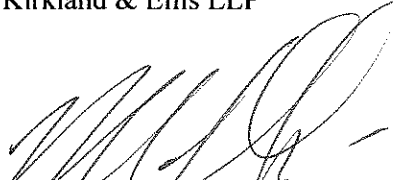
Procurement Lobbying Law Certification

"By signing this contract, the contractor certifies that all information provided to the Senate with respect to State Finance Law §139-k is complete, true and accurate.

IN WITNESS WHEREOF the parties hereto have executed this amendment as of the date first above written.


Contract Number: C-150037

Kirkland & Ellis LLP



Michael J. Garcia
Dated: 11-25-2014

New York State Senate




Francis W. Patience
Secretary of the Senate
Dated: 12/2/14

New York State Attorney General

Dated: _____

Office of the New York State Comptroller



Dated: 1/14/15

\$ 850,000
KIA

ACKNOWLEDGMENT OF PARTNERSHIP

STATE OF NEW YORK

COUNTY OF New York

SS:

On this 25th day of November 2014, before me personally came
Michael J. Garcia, (k)(1) [REDACTED]
(Name and Address)

to me known and known to me to be a member of the Partnership of,
KIRKLAND + ELLIS LLP
(Partnership Name)

and the person described in and who executed the foregoing instrument in the name and on behalf of said partnership and he/she duly acknowledged to me that he/she executed the same as and for the act and deed of said partnership and that he/she had the authority to do so.


Notary Public

BEVERLY A. WEBB
Notary Public, State of New York
No. 24-4867475
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 25, 2018

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
Bureau of Contracts, Floor 11-1
110 State Street
Albany, New York 12236

APPROVED DOCUMENT TRANSMITTAL

Date _____

Dept ID 4610200Contract No. C150037

Purchase Order No. _____

TO: Senate

- ☒ Enclosed is an approved contract. Refer to this contract number and Department ID in all correspondence.
- ☐ Enclosed is an approved Amendment No./Change Order No. _____ in the amount of \$ _____.
- ☐ Extension is approved to _____ Amount if applicable \$ _____.
- ☐ Enclosed is an approved purchase order. Refer to this purchase order number and Department ID in all correspondence.
- ☐ Enclosed is an approved purchase order change notice in the amount of \$ _____.

☐ _____

KAD

STATE
OF
NEW YORK**CONTRACT ENCUMBRANCE REQUEST**☐ Amendment/
Supplemental

Voucher Number: 77114E

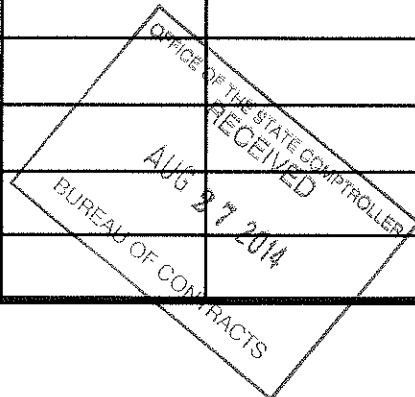
SFS DEPARTMENT ID 4010200	BATCH NUMBER 77114E	AUDIT TYPE TBV	AP BUSINESS UNIT SEN01	NET AMOUNT \$0.00
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Originating Agency SENATE			Contract No. C150037	Sequence # 0
SFS Vendor ID 1100104130	Additional	Contractor Type X	Administering Agency SFS Dept ID 4010200	
Payee Name (Limit to 30 spaces) KIRKLAND & ELLIS LLP		Payee Name (Limit to 30 spaces)		
Payee Address (Limit to 30 spaces) 300 N LASALLE ST		Payee Address (Limit to 30 spaces)		
City (Limit to 20 spaces) CHICAGO		(Limit to 2 spaces)	State IL	Zip Code 60654
Interest Eligible (Y/N)	IRS Code	Stat. Type	Indicator- Statewide	Indicator- Department
Contract Amount \$150,000.00		Contract Period (MM) (DD) (YY) (MM) (DD) (YY) 09/06/13 to 12/31/14		
Bid Date (MM) (DD) (YY) 09/05/13		Renewal/Amendment Beginning Date (MM)(DD) (YY)		
Description (Limit to 50 spaces) LEGAL SERVICES				
Description (Limit to 50 spaces)				
Provisions (Limit to 63 spaces)				

Preparer's Signature <i>Kevin P. Voll</i>			Preparer's Phone No. 455-3151	
Agency Finance Officer's Signature <i>David A. Natoli</i>			Date 08/27/14	
Audit Status	Category CA	Method of Award G	Audit Class (MM) (YY)	Project Code
Bids Solicited	Number Rejected	Declined	No Reply	Route Code

Date Received	Audit Group	Date Approved	Date Rejected	Auditor's Initials <i>KIA/02</i>
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Line	Act	Intended Encumbrance Amount	COST CENTER CODE				Account
			Dept.	Cost Center Unit	Var.	Yr.	
		150,000.00					

☐ Check if continuation
form is attached.

New York State Senate Contract
C-150037
Amendment #1
October 3, 2014

Contract C-150037 entered into September 12, 2013 between Kirkland & Ellis and the New York State Senate for outside legal counsel is amended as follows.

Section (O) is amended as follows:

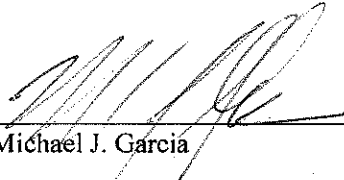
- (O) No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and executed by the parties hereto and approved by the Office of the State Comptroller and no evidence of any waiver or modification shall be offered or received 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.

IN WITNESS WHEREOF the parties hereto have executed this Amendment #1 as of the date first above written.

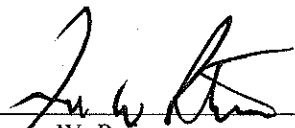
Contract Number: C-150037

Kirkland & Ellis LLP

New York State Senate



Michael J. Garcia
Dated: 10/20/2014

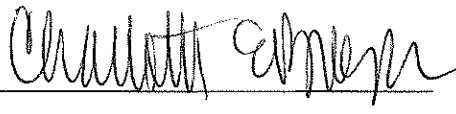


Francis W. Patience
Secretary of the Senate
Dated: 10/21/14

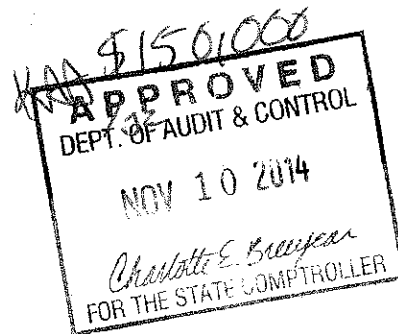
New York State Attorney General

Office of the New York State Comptroller

Dated: _____



Dated: _____



ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF NEW YORK
COUNTY OF

SS:

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

(Name and Address)

and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

STATE OF NEW YORK
COUNTY OF New York

SS:


On this 20th day of October, 2014, before me personally came Michael J. Garcia, (K)(1), to me known

(Name and Address)

and known to me to be a member of the Partnership of KIRKLAND & ELLIS LLP

(Partnership Name)

and the person described in and who executed the foregoing instrument in the name and on behalf of said partnership and he/she duly acknowledged to me that he/she executed the same as and for the act and deed of said partnership and that he/she had the authority to do so.


BEVERLY A. WEBB
Notary Public, State of New York
No. 24-4867475
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 25, 2018

ACKNOWLEDGMENT OF CORPORATION

STATE OF NEW YORK
COUNTY OF

SS:

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

(Name and Address)

to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____,

(Title)

(Name of Corporation)

_____, the corporation described in and which, executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public

New York State Senate Contract C-150037

THIS AGREEMENT made this 29th day of October, 2013 by and between THE NEW YORK STATE SENATE, Capitol, Albany, NY 12247 (hereinafter referred to as the "Senate") and Kirkland & Ellis LLP, 601 Lexington Avenue, New York NY 10022 (hereinafter referred to as the "Contractor").

WHEREAS, the Governor pursuant to Executive Order number 106 empanelled the Moreland Commission; and

WHEREAS, the Attorney General is specifically ordered by Executive Order 106 to advise and participant in the work of the Commission creating a conflict whereby the Attorney General may not represent the Senate; and

WHEREAS, counsel for the Senate will defend it as a separate body of the Legislative Branch and advise and guide the Senate, Senators and Committees in its ability to make legislative decisions as a matter of constitutional law and to further the ethical administration of government; and

WHEREAS, the Contractor has the skills and experience necessary to defend the Senate in court in this matter should the need arise; and

WHEREAS, the Contractor has expressed a desire to work with the Senate in such a capacity;

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

- (A) 1. The Senate does hereby employ, engage and hire the Contractor, and the Contractor does hereby accept and agree to provide the services specified in this contract to the Senate during the period of September 6, 2013 to December 31, 2014.
- (B) The performance of this contract shall be in accordance with the terms and conditions specified as follows:
 - (1). Represent the Senate as special counsel advising the Temporary President 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, advise the Senate on investigations or inquiries related to the stated issues, and provide counsel if litigation should arise as a result.
 - (2). Participate in meetings, conferences and negotiations with internal Senate staff and outside parties, draft legislation and supporting memoranda and produce additional written material,

such as advisory legal opinions, or white papers as necessary.

(3). All terms and conditions of this agreement will be personally handled by Michael J. Garcia for the contractor and he shall be responsible for such additional attorneys and staff whose assistance may be required.

(C) This contract shall also be governed by the provisions of "Appendix A: Standard Clauses for All New York State Contracts" dated January 2014, which is attached hereto. Any conflict of terms and conditions between such Appendix A and the terms and conditions of this Agreement, shall be governed by the Appendix, which are made a part hereof with the same force and effect as though set forth herein in full.

(D) (1). In consideration of the foregoing, the Contractor shall receive as and for full payment for services rendered, compensation at the hourly rates specified in Appendix B.

(2). The Contractor shall also be reimbursed for expenses incurred in the hiring of any expert witness, investigator or consultant in connection with services rendered pursuant to this Agreement. The Contractor must have prior authorization from the Senate for such expenditures.

(3). The Contractor shall also be reimbursed for reasonable and necessary incidental costs incurred in connection with services rendered pursuant to this Agreement.

(4). The total value for legal services rendered pursuant to this Agreement, expert witness, investigator and consultant services, and incidental costs shall not exceed the sum of One Hundred and Fifty Thousand Dollars (\$150,000). All vouchers submitted must itemize by person/title and the days and hours for which the Contractor is billing. All charges for expert witness-consultant services and incidental costs shall also be appropriately itemized.

(5). The contractor shall also be reimbursed for reasonable and necessary travel expenses incurred in connection with services rendered pursuant to this Agreement. Travel expenses shall be billed to the Senate by the Contractor and the Contractor shall be compensated only to the extent the Contractor performs services pursuant to this Agreement and time of travel without rendition of services shall not be reimbursed. Such travel expenses shall not exceed the guidelines established in the rule and regulations of the New York State Comptroller. For this purpose the Contractor's duty station shall be New York City.

(E) Payments shall be made upon the Contractor's monthly submission to the Senate of properly executed vouchers in such form and with such supporting documentation as may be required by the State Comptroller, who shall have the right to audit the services, costs and expenses as submitted.

(F) (1). 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 the date of final payment hereunder, or until a final audit has been made by the Department of Audit and Control, whichever event shall occur

sooner.

(2). The Contractor shall not delegate any of the duties required to be performed under the terms of this Agreement unless prior approval has been granted by the Senate for such delegation.

(3). The relationship of the Contractor to the Senate shall be that of an independent contractor. In accordance with such status as an independent contractor, said Contractor, on behalf of itself, its agents and employees, covenants and agrees to act consistent with such status; to neither hold itself 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, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement system membership credit.

(4). The Contractor shall be responsible for all personal injury and property damage due to negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the performance of its service under the contract. Nothing in the contract shall create or give to third parties any claim or right of action against the Contractor or the Senate beyond such as may legally exist irrespective of this Article or this Agreement.

(5). 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 State 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) (1). The performance of work under the contract may be terminated, in whole or from time to time in part, by the Senate, in its sole discretion, whenever for any reason the Senate shall determine that such termination is in its best interest. Termination of work hereunder shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

(2). The Secretary of the Senate also reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Secretary of the Senate may exercise his termination right by providing notification to the Contractor in accordance with the notification terms of this contract.

(3). After receipt of the Notice of Termination, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the Notice.

(4). The Contractor shall submit its termination claim to the Senate 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 Senate upon written request of the Contractor within the time allowed. Upon failure of the Contractor to submit its termination claim within the time allowed, the Senate may determine, on the basis of information available to it, the amount, if any, due to the Contractor by reason of termination and shall thereupon pay to the Contractor the amount so determined.

(5). If the termination is brought about as a result of unsatisfactory performance on the part of the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the Senate.

(6). The Contractor agrees to transfer title to the Senate and deliver in the manner, at the time, and to the extent, if any, directed by the Senate, such information and items which, if the contract had been completed, would have been required to be furnished to the Senate .

- (H) This agreement may not be assigned by the Contractor nor its right, title or interest herein assigned, transferred, conveyed, disposed of or sublet.
- (I) This agreement shall be deemed executory only to the extent of money available to the Senate for the performance of the terms hereof and no liability on account thereof shall be incurred by the Senate or the State of New York beyond moneys available for the purpose thereof.
- (J) 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 Senate or the State of New York.
- (K) 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.
- (L) The retained attorney or law firm will represent the Senate in judicial litigation related to the services to be provided under this Agreement only when such services are specifically requested by the Senate's counsel.
- (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 Senate arising out of this contract shall be commenced in the Court of Claims of the State of New York in the County of Albany.
- (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 Office of the Attorney General and the Office of the State Comptroller 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) Iran Divestment Act - By entering into a renewal or extension of 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 further 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 Senate may approve a request for Assignment of Contract.

During the term of the Contract, should the New York State Senate receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the New York State Senate 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 Senate 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 Senate reserves the right to reject any renewal, extension, or request for assignment for an entity that appears on the Prohibited Entities List hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the Prohibited Entities List thereafter.

Agency Certification

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

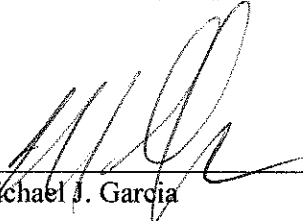
Procurement Lobbying Law Certification

"By signing this contract, the contractor certifies that all information provided to the Senate with respect to State Finance Law §139-k is complete, true and accurate."

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first above written.

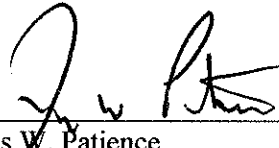
Contract Number: C-150037

Kirkland & Ellis LLP



Michael J. Garcia
Dated: 2-28-2014

New York State Senate



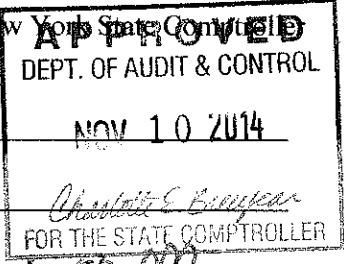
Francis W. Patience
Secretary of the Senate
Dated: 3/2/14

New York State Attorney General

Dated: _____

Office of the New York State Comptroller

Dated: _____


KAG \$150,000
1/22

ACKNOWLEDGMENT OF INDIVIDUAL

STATE OF NEW YORK
COUNTY OF

SS:

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

(Name and Address)

and known to me to be the person described in and who executed the foregoing instrument, and he/she duly acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

STATE OF NEW YORK
COUNTY OF New York

SS:

On this 28th day of FEBRUARY, 2014, before me personally came Michael J. Garcia (k)(1) _____, to me known

(Name and Address)

and known to me to be a member of the Partnership of _____

KIRKLAND + ELLIS LLP

(Partnership Name)

and the person described in and who executed the foregoing instrument in the name and on behalf of said partnership and he/she duly acknowledged to me that he/she executed the same as and for the act and deed of said partnership and that he/she had the authority to do so.

Notary Public

ACKNOWLEDGMENT OF CORPORATION

STATE OF NEW YORK
COUNTY OF

SS:

BEVERLY A. WEBB
Notary Public, State of New York
No. 24-4867475
Qualified in Kings County
Certificate filed in New York County
Commission Expires August 25, 2014

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

(Name and Address)

to me known, who, being by me duly sworn, did depose and say that he/she is the _____ of _____

(Title)

(Name of Corporation)

_____, the corporation described in and which, executed the above instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order.

Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

January 2014

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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 (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State 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

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

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

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.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency 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.

Appendix B

FEE SCHEDULE

The hourly rate shall be billed as follows:

Partners and Associate Attorneys	\$395.00
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Paralegals and Support Staff	A rate not to exceed \$190.00
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**OFFICE OF THE STATE COMPTROLLER
BUREAU OF CONTRACTS
GOVERNMENTAL ENTITY REPRESENTATION CONCERNING COMPLIANCE
WITH STATE FINANCE LAW §§139-j AND 139-k**

Agency Code: 04000

Agency/Authority Name: New York State Senate

Contractor Name: Kirkland & Ellis

Contract No. or P.O. No.: C-150037

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 offerers 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)

7/30/14
Date:


Authorized Signatory

Name: Harry L. Zieber Procurement Officer
(printed or typed) Title

Direct Telephone Number (including area code): (518)426-6515

E-mail Address: zieber@senate.state.ny.us

Mailing Address: Purchasing Office
Legislative Office Building
Suite 1530
Albany, NY 12247

**NEW YORK STATE SENATE
PURCHASING OFFICE**

**Offerer's Affirmation of Understanding of and Agreement pursuant to
State Finance Law §139-j (3) and §139-j (6) (b)
(See reverse side for Background and Instructions)**

**This form must be completed by any Offerer/Bidder which intends to
participate in the procurement process specified below and returned to the Senate
Purchasing Office at the following address upon receipt of the solicitation package.**

**NYS Senate Purchasing Office
Legislative Office Building
Albany, NY 12247
(Phone: 518-426-6515)**

Contract/Procurement Identifier: C-150037 Kirkland & Ellis

Offerer/Bidder Affirmation:

Offerer/Bidder affirms that it understands and agrees to comply with the
procedures of the New York State Senate relative to permissible Contacts as required by
State Finance Law §139-j (3) and §139-j (6) (b) and as described in the New York State
Senate's Guidelines for Implementing the Procurement Lobbying Law.

Signature: Thomas O. Kuhns / mmt Date: 7/9/14

Print Name: Thomas O. Kuhns

Title: General Counsel

Offerer/Bidder Name:
Michael Garcia

Offerer/Bidder Address:
601 Lexington Avenue

New York, NY 10022-4611

Background:

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

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

Instructions:

The Senate must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the Restricted Period for a covered procurement in accordance with State Finance Law §§139-j and 139-k. This form will be sent out with the initial written solicitation to all prospective bidders. **It must be completed by any bidder which intends to participate in the specified procurement process and returned to the Senate Purchasing Office at the address indicated on the form upon receipt of the solicitation package.**

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

Contract/Procurement Identifier: C-150037 Kirkland & Ellis

Offerer Certification:

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

Signature: Thomas O. Kuhns / mnt Date: 7/9/14

Print Name: Thomas O. Kuhns

Title: General Counsel

Offerer/Bidder Name: Michael Garcia

Offerer/Bidder Address: 601 Lexington Avenue

New York, NY 10022-4611

Background:

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

Instructions:

The New York State Senate must obtain the required certification from the Offerer/Bidder that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer/Bidder must agree to the certification and provide it to the New York State Senate. This form must be obtained prior to the signing of covered contracts, purchase orders or agreements, or as a form made a part of bids submitted pursuant to the release of a Request for Proposal or Invitation for Bids.