

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 4000200

Contract No. C111945

Purchase Order No. _____

TO: NYS Assembly

- ☐ 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 \$ _____.

☐ _____

PAGE: 0001

NEW YORK STATE ASSEMBLY

PROGRAM: PRC130

CONTRACT AMENDMENT REQUEST (AC340)

AMENDMENT/

DATE RUN: 12/03/13

BATCH TRANSMITTAL DATE 2013-12-03

SUPPLEMENTAL

SFS DEPARTMENT ID	BATCH NUMBER	AUDIT TYPE	AP BUSINESS UNIT	NET AMOUNT
4000200	C0167 0	TBV	ASM01	300000.00

ORIGINATING AGENCY			CONTRACT NO.	VERSION #	
NEW YORK STATE ASSEMBLY			CHG	C111945	0001
SFS VENDOR ID		ADDITIONAL	CONTRACTOR TYPE	ADMIN AGENCY SFS DEPT ID	
1 100099074			X	04020 / 4000200	

PAYEE NAME

KASOWITZ BENSON TORRES & FRIED MAN LLP

PAYEE ADDRESS

1633 BROADWAY

CITY

NEW YORK

STATE

NY

ZIP CODE

10019

INT. ELIGIBLE	IRS CODE	STAT. TYPE	IND-STATEWIDE	INDICATOR-DEPARTMENT
Y				

CONTRACT AMOUNT (CHANGE)

300000.00

CONTRACT PERIOD

/ / TO / /

BID DATE

/ /

RENEWAL/AMENDMENT BEGIN

08/15/13

P.O. DATE

12/03/13

DESCRIPTION

ADD ADDITIONAL MONEY TO THE CONTRACT

DESCRIPTION

PROVISIONS

PREPARER'S SIGNATURE

PREPARER'S PHONE NO.

455-5006

AGENCY FINANCE OFFICER'S SIGNATURE

DATE

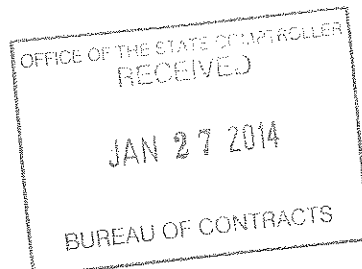
12/3/13

AUDIT STATUS	CATEGORY	METHOD OF AWARD	AUDIT CLASS	PROJECT CODE
			/	

BIDS SOLICITED	NUMBER REJECTED	DECLINED	NO REPLY	ROUTE CODE

DATE RECEIVED	AUDIT GROUP	DATE APPROVED	DATE REJECTED	AUDITOR'S INITIALS
/ /		/ /	/ /	

ACT	PO#	BATCH AMT	DEPT	FUND	PROGRAM	PO AMOUNT	FYR	ACCOUNT
	XXXXXX	300000.00	4000200	10050	81501	INTENDED		



IDL's 12/3/13 printed 12/04/13

Profile Code	Control Number	Doc Seq	Doc Number	Trans Code	Trans Seq No	Error Code	Status	Error/Message Description
4020	CO1670		0	CI11945	COH	1	S07	Success
								Transaction Created Successfully,1

PAGE: 0001

NEW YORK STATE ASSEMBLY

PROGRAM: PRC130

CONTRACT AMENDMENT REQUEST (AC340)

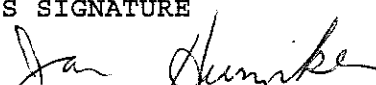

AMENDMENT/

DATE RUN: 12/03/13

BATCH TRANSMITTAL DATE 2013-12-03

SUPPLEMENTAL

SFS DEPARTMENT ID	BATCH NUMBER	AUDIT TYPE	AP BUSINESS UNIT	NET AMOUNT
4000200	C0167 0	TBV	ASM01	300000.00

ORIGINATING AGENCY NEW YORK STATE ASSEMBLY			CHG	CONTRACT NO. C111945	VERSION # 0001
SFS VENDOR ID 1 100099074	ADDITIONAL	CONTRACTOR TYPE X		ADMIN AGENCY SFS DEPT ID 04020 / 4000200	
PAYEE NAME KASOWITZ BENSON TORRES & FRIED MAN LLP					
PAYEE ADDRESS 1633 BROADWAY					
CITY NEW YORK			STATE NY	ZIP CODE 10019	
INT. ELIGIBLE Y	IRS CODE	STAT. TYPE	IND-STATEWIDE	INDICATOR-DEPARTMENT	
CONTRACT AMOUNT (CHANGE) 300000.00			CONTRACT PERIOD / / TO / /		
BID DATE / /		RENEWAL/AMENDMENT BEGIN 08/15/13		P.O. DATE 12/03/13	
DESCRIPTION ADD ADDITIONAL MONEY TO THE CONTRACT					
DESCRIPTION					
PROVISIONS					
PREPARER'S SIGNATURE 				PREPARER'S PHONE NO. 455-5006	
AGENCY FINANCE OFFICER'S SIGNATURE 				DATE 12/3/13	
AUDIT STATUS	CATEGORY	METHOD OF AWARD		AUDIT CLASS /	PROJECT CODE
BIDS SOLICITED	NUMBER REJECTED	DECLINED	NO REPLY	ROUTE CODE	
DATE RECEIVED / /	AUDIT GROUP	DATE APPROVED / /	DATE REJECTED / /	AUDITOR'S INITIALS KAA	
ACT PO# XXXXXX	BATCH AMT 300000.00	DEPT 4000200	FUND 10050	PROGRAM 81501	PO AMOUNT INTENDED

IDL's 12/3/13

printed 12/04/13

Profile Code	Control Number	Doc Seq	Doc Number	Trans Code	Trans Seq No	Error Code	Status	Error/Message Description
4020	C01670		0 C111945	COH		1 S07	Success	Transaction Created Successfully,1



AMY A. METCALFE
Administrative Counsel

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

1 Enterprise Circle
Albany, New York 12248
(518) 455-4197
FAX: (518) 455-4271

November 27, 2013

Marc E. Kasowitz, Esq.
Kasowitz Benson Torres Friedman LLP
1633 Broadway
New York, New York 10019

Re: Contract Number C111945

Dear Mr. Kasowitz:

This letter is to confirm our agreement to amend the Contract between your firm and the New York State Assembly (C111945). The amount for compensation for services in Section A (3) shall be increased from Fifty-Thousand Dollars (\$50,000) to Three Hundred Fifty-Thousand Dollars (\$350,000).

Please sign below to indicate your approval to this change.

Sincerely,

Amy Metcalfe
Administrative Counsel

Marc E. Kasowitz, Esq.

ACKNOWLEDGEMENT OF FIRM OR PARTNERSHIP

STATE OF NEW YORK
COUNTY OF NY

)ss.:

On this 2 day of December, 2013, before me personally appeared Marc E. Kasowitz, to me known and known to me to be a member of the Firm of Kasowitz Benson Torres Friedman LLP is the person described and who executed the foregoing instrument in the Firm name of Kasowitz Benson Torres Friedman LLP and s/he duly acknowledged to me that s/he executed the same and for the act and deed of said Firm.

Michael Tenenhaus

Notary Public #

Qualified in:

Commission expires:

MICHAEL VAIL TENENHAUS
Notary Public, State of New York
Qualified in New York County
Reg No. 02TE6289770
Commission Expires September 30, 2017

Contract C111945 – Amendment #1 between the New York State Assembly and
Kasowitz Benson Torres Friedman LLP

Approved as to form

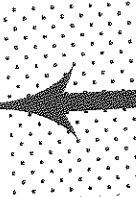
DATE:
Attorney General of the State of New York

By: _____

Approved for the Comptroller of the State of New York

DATE:
By: Charlotte Green 2/20/14

\$300,000
KAT /JZ



THOMAS P. DiNAPOLI
STATE COMPTROLLER



110 STATE STREET
ALBANY, NEW YORK 12236

STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER

February 20, 2014

Amy Metcalfe
New York State Assembly
One Enterprise Drive
Albany, NY 12248

Dear Ms. Metcalfe:

Re: Contract C111945
Kasowitz, Benson, Torres and Friedman

I am writing in regards to your request for an amendment to the legal services contract referenced above which was submitted to our Office for approval.

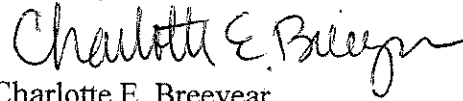
Our Office will proceed with approval of amendment one as currently written due to the need for the continuation of services. However, as the Attorney General (AG) has waived its contractual right to review amendments to Contract C111945, and has recused itself from any further review of the contract due to litigation pending in connection with the Moreland Act "Commission to Investigate Public Corruption," this contract must be amended to revise the various clauses that mention the AG to reflect the fact that their approval is no longer required. Any future amendments submitted to increase the contract cap must also revise the contractual language relative to the AG's need for approval.

In the absence of the AG's review, additional scrutiny is necessary for future work under this contract to control costs and manage litigation. Therefore, we also request that the Assembly include a bona fide estimate of the total contract amount in the procurement record accompanying any amendment. Our Office requests that the Assembly be extra vigilant with taxpayer dollars and take additional safeguards to manage the contract engagement prudently.

OSC uses the enclosed guidelines in contracts that we let or review for outside counsel. We encourage you to incorporate them into the next amendment, where applicable, and to scrutinize billings carefully to ensure that actual costs are accurate and reasonable.

We appreciate your attention in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Charlotte E. Breeyear". The signature is fluid and cursive, with a long horizontal stroke at the end.

Charlotte E. Breeyear
Director of Contracts

vmk
Enc.

Outside Counsel Contract Guidelines

I. Applicability

The following Guidelines contain contractual terms and conditions that should be utilized by State Agencies in contracts for legal representation by private law firms ("Outside Counsel").

II. Scope of Representation: Limitations

- A. The written agreement between the State Agency and the Outside Counsel ("the Agreement") defines the nature and the limits of the representation to be performed by Outside Counsel.
- B. Outside Counsel shall keep State Agency Counsel informed of the nature, scope and time frame for all assignments undertaken by Outside Counsel prior to the commencement of the assignment.
- C. Opinions prepared by Outside Counsel construing the statutes or Constitution of the State of New York do not constitute the opinion of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the following:

Solicitor General
Appeals and Opinions Bureau
Department of Law
State Capitol
Albany, New York 12224
- D. Outside Counsel shall not research or prepare legal analyses or other written work products with a projected value of Three Thousand Dollars (\$3,000.00) or greater without the prior written consent of the State Agency Counsel. For projects under Three Thousand Dollars (\$3,000.00), verbal consent of the State Agency Counsel will suffice, but in no instance shall projects be commenced without the knowledge of General Counsel.
- E. When a written work product is prepared, a final copy or, if no final copy is yet available, a current draft of such written work product, shall be provided to the State Agency Counsel prior to Outside Counsel's submission of any bill that includes work time expended on its preparation. In addition, a copy of such written work product shall be provided to the State Agency Counsel at or prior to the time it is shared with or transmitted to any State Agency officials or employees.
- F. The Agreement must have a "not to exceed" dollar limit, that can be amended only via a written amendment.

- G. If covered by Executive Law Section 63(1), the Agreement shall not be effective without the written approval of the Office of the Attorney General. If covered by State Finance Law Section 112, the Agreement shall not be effective without the written approval of the Office of the Attorney General and the Office of the State Comptroller Bureau of Contracts.

III. Staffing and Standards

- A. Outside Counsel acknowledges and agrees that it was selected because of its expertise in the subject area. Such expertise shall guide it in staff allocation, avoidance of staff duplication, and avoidance of costly research.
- B. Outside Counsel shall assign personnel who are qualified and experienced in an area of law/substantive matter. The Agreement shall identify by name and title the staff assigned to the State Agency work.
- C. Outside Counsel warrants that its services shall be performed in accordance with applicable professional standards and that Outside Counsel shall correct, at no charge to the State, services which fail to meet applicable professional standards and which result in obvious or patent errors in the progression of its work.
- D. Outside Counsel warrants that it has performed a conflicts check and has determined that it may, under applicable ethics rules, perform the anticipated services. It further warrants that it is not involved in any litigation or administrative proceeding(s) to which it is a party that would either: 1) materially impair its ability to perform the services outlined herein; or 2) materially and adversely affect its financial ability to perform the services outlined herein if decided in an adverse manner.
- E. Outside Counsel will give notice to the State Agency Counsel upon undertaking representation of any new client where the matter is not substantially related but the interests of that client are directly adverse to the State. Outside Counsel shall promptly notify the State Agency Counsel upon undertaking representation of any new client where the interests of that client are directly adverse to the State Agency or the State.
- F. Outside Counsel agrees that each of its associates, paralegals, interns or legal assistants assigned to the State Agency work shall make a clear contribution, although nothing in this section or elsewhere should be construed to require creation of written work product where the Outside Counsel, in its professional judgment, would not otherwise do so.
- G. No additional Outside Counsel staff will be added to a work assignment prior to consultation with the State Agency Counsel.

IV. Hourly Rates, Expenses and Third-Party Services

The State shall pay for Outside Counsel services at rates that are agreed to by the parties.

- A. All hourly rates will be binding for the term of the retention agreement.

- B. Hourly rates shall include all fixed overhead costs including but not limited to expenses for word processing, secretarial or clerical work, research costs (i.e. Lexis or Westlaw charges) or reference librarians.
- C. Travel time shall be compensated at a rate of one half of the hourly rate otherwise applicable.
- D. Any reimbursement for actual expenses incurred by Outside Counsel (i.e., disbursements) must be substantiated and documented.
 - 1. If over \$2,500, such actual expenses must be pre-approved by the State Agency Counsel.
 - 2. Outside Counsel will prudently direct the duplication of documents. Outside Counsel shall employ less expensive, commercial copy vendors when practicable. Outside Counsel shall be reimbursed for special expenditures for such copying at the cost it was invoiced, not to exceed ten cents per page. Outside Counsel is instructed to send only one set of documents to the State Agency Counsel, who will be responsible for making any additional copies.
 - 3. The State will pay for any documented next day mail service, courier or other delivery fees that are incurred by Outside Counsel, but only provided such transmission of documents is necessary.
 - 4. Outside Counsel may, without advance approval, incur reimbursable costs for required travel up to \$1,000.00 per person. Any travel that costs more than \$1,000.00 per person must be separately approved in advance by the State Agency Counsel. The State will reimburse for actual, necessary and reasonable travel expenses that have been incurred. Reasonable travel expenses shall be defined as coach class airfare, reasonable taxi charges and other ground transportation expenses, and hotel accommodations, in accordance with rates set forth for travel reimbursement by the Office of the State Comptroller, available at <http://www.osc.state.ny.us/agencies/travel/reimbrate.htm>. However, see discussion of "certain travel costs" which are not reimbursable, below.
- E. Outside Counsel must obtain permission from the State Agency Counsel prior to retaining any third-party professional services, including but not limited to expert witnesses.
- F. If Outside Counsel is retained on the same case to represent both the State Agency and, pursuant to Public Officers Law Section 17 (POL §17), State Agency employees, (i) the rates for both representations shall be identical, and (ii) the firm shall separate its billings and pro-rate its charges to reflect work performed on each representation, so as to avoid double-billing. POL §17 rates must be authorized by the Office of the State Comptroller's Division of Legal Services.

V. Invoices

- A. Outside Counsel shall submit a monthly invoice to the State Agency General Counsel.
- B. Invoices shall be itemized and explained individually with the fees and disbursements for each type of activity contained in the bill. Billing for multiple services not separately delineated, commonly referred to as "block billing," is not acceptable. Each entry must specify the discrete activity performed by the attorney/paralegal, the time spent, and the amount billed for each activity.
- C. Specifically, each such monthly invoice shall include:
 - 1. a caption containing the matter name;
 - 2. the name, job title and billing rate of each professional who worked on the matter during the past calendar month, as well as each individual's total hours and total fees;
 - 3. Identification of the professional on Outside Counsel's staff who performed the service, including but not limited to the date and the amount of time expended, calculated to the nearest tenth of an hour. The State will not accept bills that only provide per person daily totals of time. All references in bills to meetings, telephone calls, internal discussions etc. shall specifically identify the subject matter of the meeting, etc;
 - 4. Incidental Charges are to be listed separately from fees and each such charge shall be separately listed, e.g. long distance telephone charges and document copying charges and described with reasonable specificity.
 - 5. All billings must be calculated in units of one-tenth of an hour, except that travel time shall be billed at a rate of one half of the hourly rate otherwise applicable for such individual and separately delineated on the invoice.

VI. Billing Limitations: Non-Billable Matters

- A. Inappropriate Staff Allocation. Outside Counsel shall not bill at a partner's hourly rate when one of Outside Counsel's associates could have reasonably worked on and/or properly handled an issue. In all cases, work should be assigned to the least costly qualified person in the Firm available to handle the task. Whenever possible, associates and legal assistants shall be utilized to replace partners' time and reduce total billings. However, both parties also recognize that the utilization of a lawyer with expertise in a particular area of law may eliminate the necessity of extensive research.
- B. Duplicative Attendees. Outside Counsel should seek to limit, to the extent possible, the number of internal conferences and meetings among its staff that are billed to the State. Additionally, Outside Counsel shall obtain approval, in advance, from the State Agency Counsel where more than one staff member attends a particular outside meeting, court appearance or other such matter.

- C. Overtime. Outside Counsel shall not bill for overtime since it is expected that any work assigned will be conducted during normal business hours.
- D. Staff Changes. In the event Outside Counsel is forced to make a staff change of anyone assigned to a case or matter, Outside Counsel will not bill the State for any time expended by the new staff becoming acquainted with such area of law or matter.
- E. Fax and Mailing Charges. Outside Counsel is directed to use e-mail as the preferred mode of communication. Any attachments to e-mail documents should be formatted in Microsoft Word, Excel or Power Point. Outside Counsel shall not duplicate costs by mailing a document that has been emailed unless specifically requested by the State Agency Counsel. The State will pay actual telephone line charges for faxes sent. The State will not pay both phone line charges and a flat fee in connection with out-going faxes. The State will not pay for maintenance, paper or operator costs, because such items should be included in the Outside Counsel's cost of doing business.
- F. Telephone Charges. Outside Counsel agrees not to bill the State for any local telephone calls and further agrees it will bill the State for any long distance calls at no higher than the rate Outside Counsel has been billed.
- G. Performance of Research. Paralegal or attorney time spent performing legal research shall be minimized, in light of the Outside Counsel's pre-existing expertise. Time spent performing necessary research shall be billed at the same rates as Outside Counsel's hourly charges for professional services.
- H. Certain Travel Costs. The State will not pay charges incurred by Outside Counsel for, movies, personal telephone charges, entertainment or garment cleaning. Mileage will not be paid in excess of the amount allotted by the Internal Revenue Service for income tax purposes. In those situations where Outside Counsel is also attending meetings or working on a matter unrelated to its retainer by the State, it shall prorate all travel charges and apportion equitably the costs of such travel and other incidental charges among clients.
- I. Costs of Doing Business. Outside Counsel shall not bill the State any overhead costs of doing business, including apportioned rent or utility costs, charges for conference rooms, filing space, the use of library facilities and. Any time expended by Outside Counsel in preparing the billing, reviewing or discussing billing related issues with the State Agency or with the Office of the State Comptroller may not be billed to the State.
- J. Document Preparation and Filing. Outside Counsel shall not bill the State for:
 - (i) any form of document labeling; (ii) internally organizing, filing and warehousing of State Agency documents; (iii) consolidation of documents, i.e., binders; or (iv) word processing or other mechanical means of document preparation.

VII. Audit Procedures

The State Agency and the Office of the State Comptroller retain the right to audit legal bills related to this matter for a period of six years from the date of the last billing. The State Agency reserves the right to examine all underlying billing documentation, including but not limited to original receipts and time records.

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

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

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



AMY A. METCALFE
Administrative Counsel

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

1 Enterprise Drive
Albany, New York 12248
(518) 455-4197
FAX: (518) 455-4271

December 4, 2013

William Hughes
Chief Auditor of Contracts
and State Expenditures
NYS Department of Audit & Control
110 State Street, 11th Floor
Albany, NY 12236

Regarding: *Memorandum of Agreement*
Contract Number: *C111945*
Contractor: *Kasowitz Benson Torres Friedman LLP*
Terms and Amount: *8/15/13 – 8/14/14, \$355,000.00 (Total Amendment - \$300,000.00)*

Dear Mr. Hughes:

Enclosed please find an agreement entered into by the party named above and the New York State Assembly to amend Contract C111945..

When approved, would you kindly return to me at the New York State Assembly, One Enterprise Drive, Albany, NY 12248.

If there are any questions, please contact me at 455-4197.

Thank you in advance for your cooperation in this matter.

Sincerely,

Amy Metcalfe

Enclosures



AMY A. METCALFE
Administrative Counsel

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

1 Enterprise Drive
Albany, New York 12248
(518) 455-4197
FAX: (518) 455-4271

December 4, 2013

Lorraine Remo
NYS Department of Law
Contract Approval Unit
146 State Street, 1st Floor
Albany, NY 12223

RECEIVED
NYS OFFICE OF ATTORNEY GENERAL
DEC 05 2013
CONTRACT APPROVAL UNIT

Regarding: *Memorandum of Agreement*
Contract Number: *C111954* (JR) *C11945* (JR)
Contractor: *Kasowitz Benson Torres Friedman LLP*
Terms and Amount: *8/15/13 – 8/14/14, \$355,000.00 (Total Amendment - \$300,000.00)*

Dear Ms. Remo:

Enclosed please find an agreement entered into by the party named above and the New York State Assembly to amend Contract C111954.. f

Would you kindly approve as to form and transmit to the Office of the State Comptroller for their approval.

If there are any questions, please contact me at 455-4197.

Thank you in advance for your cooperation in this matter.

Sincerely,

Amy Metcalfe

Enclosures

ATTN: Charlotte Breeyear

Lorraine Remo

From: Meg Levine
Sent: Thursday, January 23, 2014 3:59 PM
To: 'NGroenwegen@osc.state.ny.us'
Cc: Lorraine Remo
Subject: Amendment to Contract C111945

Importance: High

Attachments: Letters C111945 Contract.PDF

Nancy, as we briefly discussed, the Office of the Attorney General waives its contractual right to review amendments to the Assembly's contract with Kasowitz Benson (C111945), and recuses itself from any further review of the Kasowitz Benson contract due to the litigation pending in connection with the Moreland Commission. I have advised Amy Metcalf of Counsel's Office to the Assembly Majority that we would be forwarding the attached amendment to the Office of the State Comptroller. Regards, Meg



Letters C111945
Contract.PDF (...)

PRC133
C111945

Print Date: 12/03/2013 #01
CARF: 9237

NEW YORK STATE ASSEMBLY
CONTRACT APPROVAL REQUEST FORM

Copy of Proposed Contract Must Be Attached

Requesting Office: COUNSEL TO THE MAJORITY

Unit Code: 308

Name, Office and Telephone number of Person Preparing Request:

SHARRI KINLEY, DIR PURCH/CONTRACTS EXT. 5630

1. Amendment to Contract No: C111945
Contractor Type: X MWBE: UP Bid-Date: _____
2. Contract Type: Services
3. General description of equipment or service to be provided:
ADD ADDITIONAL MONEY TO THE CONTRACT

- 4a. Name and Address of proposed vendor:
KASOWITZ BENSON TORRES & FRIEDMAN LLP
1633 BROADWAY

NEW YORK , NY 10019
- b. Name, Title and telephone no. of vendor representative:
MARC KASOWITZ
PARTNER
212-506-1800
- 5a. Effective date of CARF/contract: 08/15/2013
- b. Expiration date of contract: 08/14/2014
- c. NOTE: If effective date of contract is date of installation/approval:
Please indicate the effective period of the contract

Please indicate the estimated installation date: _____

PRC133
C111945

Print Date: 12/03/2013 #01
CARF: 9237

- 02 -

6. What is the justification for the equipment or services provided by this contract?

THE ASSEMBLY REQUIRES OUTSIDE COUNSEL.

7. For what reason was the vendor providing the equipment or service chosen?
(Include bids if solicited)

SEE ATTACHED.

8. Please provide below the calculations supporting the cost estimate.
Include installation, start-up costs and any anticipated price increases.

HOURLY RATE FOR SERVICES:

\$285.00 PER HOUR FOR PARTNERS AND ASSOCIATES

\$90.00 PER HOUR FOR PARALEGALS & LAW CLERKS

HOURLY CHARGES INCLUDE ALL LEGAL RESEARCH, ANALYSIS, MEMORANDA, CORRESPONDENCE, TELEPHONE CONVERSATIONS, PREPARATION FOR, AND APPEARANCES AT MEETINGS, COURT APPEARANCES AND ANY OTHER TASKS NECESSARY TO CONDUCT LEGAL REPRESENTATION OF THE ASSEMBLY. THE HOURLY RATE SHALL ALSO INCLUDE ALL DISBURSEMENTS AND REASONABLE OUT-OF-POCKET EXPENSES EXCLUSIVE OF TRAVEL. IN ADDITION THE CONTRACTOR IS ENTITLED TO REASONABLE TRAVEL EXPENSES NOT TO EXCEED \$5,000.00.

TO BE PAID MONTHLY ON THE BASIS OF ITEMIZED INVOICES.

ADD ADDITIONAL \$300,000.00 FOR SERVICES. NEW NOT TO EXCEED AMT. \$355,000.00

9. SUMMARY OF CONTRACT AMOUNTS BY FYR

FYR	ACCOUNT	AMOUNT	BUDGET DESCRIPTION
2013	55173	<u>300,000.00</u>	11 MISCELLANEOUS CONTRACTUAL SERVICES
Contract total \$		300,000.00	

PRC133
C111945

Print Date: 12/03/2013 #01
CARF: 9237

- 03 -

10. **COMMODITIES & INVENTORY ITEMS**
 CMDY DESCRIPTION
 N070 LEGAL SERVICES

PRC149
C111945

NEW YORK STATE ASSEMBLY
CARF FINANCIAL REPORT

PRINT DATE: 12/03/2013 #01
CARF: 09237

CMDY DESC: LEGAL SERVICES

FYR	CMDY CODE	ACCOUNT CODE	PUR UNIT	QTY	MEASURE CODE	DESC	UNIT PRICE	LINE AMT	RECV TYPE
2013	N070	55173	308	1.0000	W	JOB	300,000.0000	300,000.00	NR

								300,000.00	

CARF TOTAL:								300,000.00	

**Contractor Certification**(Pursuant to Section 5-a of the Tax Law, as amended,
effective April 26, 2006)**ST-220-TD**

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need help? below).

Contractor name Kasowitz Benson Torres & Friedman LLP			
Contractor's principal place of business 1633 Broadway	City New York	State NY	ZIP code 10019
Contractor's mailing address (if different than above)			
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)	
		Contractor's telephone number (212) 506-1710	
Covered agency or state agency	Contract number or description		Estimated contract value over the full term of contract (but not including renewals) \$ 350,000.00
Covered agency address			Covered agency telephone number

General information

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file a Form ST-220-CA, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and Individual, Corporation, Partnership, or LLC Acknowledgement on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227**

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at **www.tax.ny.gov**

- get information and manage your taxes online
- check for new online services and features

**Telephone assistance**

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, Marc E. Kasowitz, hereby affirm, under penalty of perjury, that I am Managing Partner
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 — Contractor registration status

- ☐ The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law, and is listed on Schedule A of this certification.
- ☒ The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 — Affiliate registration status

- ☒ The contractor does not have any affiliates.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 — Subcontractor registration status

- ☒ The contractor does not have any subcontractors.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- ☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____ 20____

M. E. Kasowitz
(sign before a notary public)

Managing Partner
(title)

Schedule A — Listing of each entity (contractor, affiliate, or subcontractor) exceeding \$300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the \$300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

[illegible]

Column A – Enter **C** in column A if the contractor; **A** if an affiliate of the contractor; or **S** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D -- ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF NY }

SS.:

COUNTY OF NY }

On the 2 day of December in the year 2013, before me personally appeared Marc E. Kasowitz, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☒ (If a partnership): he is a partner of Kasowitz Benson Torres & Fried..., the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Michael Tenenhaus
Notary Public

Registration No. 02TE6289770

MICHAEL VAIL TENENHAUS
Notary Public, State of New York
Qualified in New York County
Reg No. 02TE6289770
Commission Expires September 30, 2017

**Contractor Certification to Covered Agency**

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, Questions and Answers Concerning Tax Law Section 5-a (see Need Help? on back).

Contractor name Kasowitz Benson Torres & Friedman LLP				For covered agency use only Contract number or description
Contractor's principal place of business 1633 Broadway		City New York	State NY	
Contractor's mailing address (if different than above)				Estimated contract value over the full term of contract (but not including renewals) \$
Contractor's federal employer identification number (EIN)		Contractor's sales tax ID number (if different from contractor's EIN)		
Contractor's telephone number 212 506-1710		Covered agency name		
Covered agency address				Covered agency telephone number

I, Marc E. Kasowitz, hereby affirm, under penalty of perjury, that I am Managing Partner
 (name) (title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

☒ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
 (insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this 2 day of December, 2013

Marc E. Kasowitz
 (sign before a notary public)

Managing Partner
 (title)

Instructions**General information**

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned on or after April 26, 2006 (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF New York }

SS.:

COUNTY OF New York }

On the 2 day of December in the year 2013, before me personally appeared Marc E. Kasowitz, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that he resides at _____,

Town of _____,

County of _____,

State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

☐ (If an individual): he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☒ (If a partnership): he is a partner of Kasowitz Benson Torres & Fried..., the partnership described in said instrument; that, by the terms of said partnership, he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Michael Tenenhaus

Notary Public

MICHAEL VAIL TENENHAUS
Notary Public, State of New York
Qualified in New York County
Reg No. 02TE6289770
Commission Expires September 30, 2017

Registration No. 02TE6289770

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This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

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This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

Report ID: NYCA1711

State of New York
Statewide Financial System
VendRep Transmittal Form

Page No: 1
Run Date: 1/29/2014
Run Time: 11:32 AM

Part 1: Transmission by Primary Auditor to VendRep (VR)

Date Printed: 01/29/2014 Total # of Pages Sent to VR: _____ Return Folder To: _____
SetID/BU: SHARE Audit ID: ASM01-C111945-4000200 Audit Seq #: 1
Document Type: PA Audit Type: TBV OSC Received Date: 01/27/2014
Vendor Name: KASOWITZ BENSON TORRES & FRIEDMAN LLP Vendor ID: 1100099074 Payee ID Additional: _____
Amount: 300,000.00

Primary Auditor: kheffernan1 Primary Auditor Phone: 518/402-2626 Assigned RFP Team: _____

Recommendation to VRT: RR - Review Required

Agency Documents Transmitted: ☒ Agency Certification w/ profile ☒ Profile 2
pages # pages

Vendor Documents Transmitted: ☐ Questionnaire submitted through VR System
☒ Hardcopy Disclosure 10 ☐ Other _____
pages # pages

Comments: _____

Part 2: Completed by VendRep Workflow Coordinator

Date VR Documents Received: 1/29/14 VR Auditor Assigned To: mf
Date Assigned: 1/30/14 Date Due: _____
Level of Review: NA Initial: ctc

Part 3: Completed by VendRep Auditor Upon Completion of Audit

☒ Recommend for Approval Date to VR Approver: 2/6/14
____ Recommend for Approval with Reservations
____ Recommend for Non-Approval Initial: NA
____ Not Reviewed

Part 4: Completed by VendRep Approver

VendRep Auditor's Recommendation is: ☒ Accepted _____ Rejected Date To WFC: 2/6/14

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

Part I – Contract Information - Complete for all transactions.

1. Business Unit ASM01	2. Department ID # 4000200	3. Department Name NYS Assembly	
4. Contract/PO # C111945	5. Amendment Sequence # 1	6. Transaction Amount \$300,000.00	7. Total Contract Value \$355,000.00
8. Vendor Name Kasowitz Benson Torres Friedman LLP		9. NYS Vendor ID # 1100099074	10. Taxpayer ID/EIN #
11. Contractor Type: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor			
12. Contract Description Outside Counsel			
13. State contracting entity contact for this transaction – Name, Phone, Email Amy Metcalfe, 518-455-4197, metcalfea@assembly.state.ny.us			
14. Were any issues disclosed by vendor and/or found by State contracting entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If “Yes,” provide details using Attachment A, Item 1.)			
15. If this is a new contract or renewal, has the vendor's documentation of New York State Workers' Compensation and Disability Benefits coverage or exemption been verified as accurate, up-to-date, and included as part of the procurement package as outlined in <u>GFO XL18.G</u> ? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If “No,” provide details using Attachment A, Item 2.)			

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

16. Identify disclosures used in this review that were <i>provided by the vendor</i> . Check all that apply and attach all pertinent items. (<i>Information found on the VendRep System should NOT be printed for OSC.</i>)		
<input type="checkbox"/> Online VendRep Questionnaire Date Certified:	<input checked="" type="checkbox"/> Hard Copy Questionnaire (Must attach, if used) Date Certified:	
<input type="checkbox"/> Financial Statements	<input type="checkbox"/> Solicitation Document Responses	<input type="checkbox"/> Vendor Correspondence
<input type="checkbox"/> Other Vendor Disclosure - Describe:		

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

17. Is a description of the State contracting entity's process included in Attachment A, Item 2? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If “No,” explain:
--

Part III – State Contracting Entity Responsibility Determination

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

☒ Responsible ☐ Non-Responsible

Signature <i>Amy A Metcalfe</i>	Date: <i>12/3/13</i>
Print Name: Amy Metcalfe	Title: Administrative Counsel

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

Attachment A

Business Unit # ASM01	Department ID # 4000200
Contract/PO # C111945	Amendment Sequence # 1
Vendor Name Kasowitz Benson Torres Friedman LLP	NYS Vendor ID # 1100099074

Item 1: Issue Detail

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

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

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

Item 2: State Contracting Entity Process

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

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

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

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the OSC Help Desk at ciohelpdesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name*		EIN (Enter 9 digits without hyphen)	
Kasowitz Benson Torres, Friedman LLP			
Address of the Principal Place of Business (street, city, state, zip code)		New York State Vendor Identification Number	
1633 Broadway New York, NY 10019			
Email		Telephone	Fax
mkasowitz@kasowitz.com		212 506-1710 ext.	212 835-5010
Website			
www.kasowitz.com			
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).			
Type	Name	EIN	Status
1.0 Legal Business Entity Type – Check appropriate box and provide additional information:			
<input type="checkbox"/> Corporation (including PC)		Date of Incorporation	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization	
<input checked="" type="checkbox"/> Partnership (including LLP, LP or General)		Date of Registration or Establishment 1993	
<input type="checkbox"/> Sole Proprietor		How many years in business?	
<input type="checkbox"/> Other		Date Established	
If Other, explain:			
1.1 Was the Legal Business Entity formed or incorporated in New York State?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.			
<input type="checkbox"/> United States State _____			
<input type="checkbox"/> Other Country _____			
Explain, if not available:			
1.2 Is the Legal Business Entity publicly traded?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide CIK Code or Ticker Symbol			
1.3 Does the Legal Business Entity have a DUNS Number?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," Enter DUNS Number 807180815			

* All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

I. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? ☐ Yes ☐ No
☐ N/A
(Select "N/A," if Principal Place of Business is in New York State.)

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? ☐ Yes ☒ No

If "Yes," check all that apply:

- ☐ New York State certified Minority-Owned Business Enterprise (MBE)
☐ New York State certified Women-Owned Business Enterprise (WBE)
☐ New York State Small Business (SB)
☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

Name	Title	Percentage Ownership (Enter 0% if not applicable)
Marc Kasowitz	Managing Partner	N/A

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:

Note: Select only one.

☒ Legal Business Entity

Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)

☐ Organizational Unit within and operating under the authority of the Legal Business Entity

SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.

Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)

Telephone

ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?

☐ Yes ☐ No

If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity.

For each person, include name and title. Attach additional pages if necessary.

Name	Title

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

3.0 Sanctioned relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Other

For each "Yes" or "Other" explain:

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.1 Been subject to a denial or revocation of a government prequalification?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

For each "Yes," explain:

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

V. INTEGRITY – CONTRACT AWARD*Within the past five (5) years, has the reporting entity:*

- | | |
|---|---|
| 5.0 Been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any <u>government contract</u> including, but not limited to, a <u>non-responsibility finding</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution in connection with any <u>government contract</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 5.2 Entered into a formal monitoring agreement as a condition of a contract award from a <u>government entity</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

For each "Yes," explain:

VI. CERTIFICATIONS/LICENSES*Within the past five (5) years, has the reporting entity:*

- | | |
|---|---|
| 6.0 Had a revocation, <u>suspension</u> or <u>disbarment</u> of any business or professional permit and/or license? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or federal certification of <u>Disadvantaged Business Enterprise</u> status for other than a change of ownership? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

For each "Yes," explain:

VII. LEGAL PROCEEDINGS*Within the past five (5) years, has the reporting entity:*

- | | |
|--|---|
| 7.0 Been the subject of an <u>investigation</u> , whether open or closed, by any <u>government entity</u> for a civil or criminal violation? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.1 Been the subject of an indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious or willful</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any <u>government entity</u> involving a violation of federal, state or local environmental laws? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 7.5 Other than previously disclosed:
a) Been subject to fines or penalties imposed by <u>government entities</u> which in the aggregate total \$25,000 or more; or
b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any <u>government entity</u> ? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |

For each "Yes," explain:

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
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VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the <u>Reporting Entity</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the <u>Reporting Entity</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any <u>liens</u> or <u>judgments</u> (not including UCC filings) over \$25,000 been filed against the <u>Reporting Entity</u> which remain undischarged?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the <u>Reporting Entity</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any tax returns required by <u>federal</u> , state or local tax laws?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the <u>Reporting Entity</u> failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the <u>Reporting Entity</u> failed to file or pay any New York State unemployment insurance returns?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If "Yes," provide the years the <u>Reporting Entity</u> failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the <u>Reporting Entity</u> had any <u>government audit(s)</u> completed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a) If "Yes," did any audit of the <u>Reporting Entity</u> identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any <u>material disallowance</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the <u>government entity</u> involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

IX. ASSOCIATED ENTITIES

*This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.
(See definition of "associated entity" for additional information to complete this section.)*

9.0 Does the Reporting Entity have any Associated Entities?

☐ Yes ☒ No

Note: All questions in this section must be answered if the Reporting Entity is either:

- An Organizational Unit; or
- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).

If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.

9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:

☐ Yes ☐ No

- a) Any business-related activity; or
- b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?

If "Yes," provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over \$50,000?

☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 Within the past five (5) years, has any Associated Entity:

- a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?

☐ Yes ☐ No

- b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

- c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?

☐ Yes ☐ No

- d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of \$500,000?

☐ Yes ☐ No

- e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?

☐ Yes ☐ No

- f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?

☐ Yes ☐ No

- g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

☐ Yes ☒ No

If "Yes," indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name <i>MARC Kasowitz</i>	Telephone <i>212</i> <i>506-1710</i> ext.	Fax <i>212</i> <i>835-5010</i>
Title <i>Managing Partner</i>	Email <i>MKasowitz@Kasowitz.com</i>	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY**

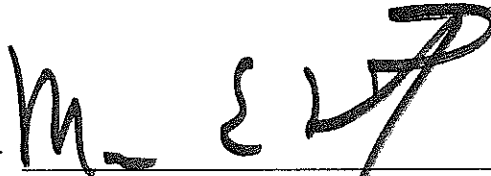
Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the Reporting Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Reporting Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Reporting Entity; and
- is under obligation to update the information provided herein to include any material changes to the Reporting Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer



Printed Name of Signatory

Marc Kasowitz

Title

Managing Partner

Reporting Entity Name

Kasowitz Benson Torres; Friedman LLP

Address

1633 Broadway

City, State, Zip

New York, NY 10019

Sworn to before me this

2

day of

December

20

13

;



Notary Public

MICHAEL VAIL TENENHAUS
Notary Public, State of New York
Qualified in New York County
Reg No. 02TE6289770
Commission Expires September 30, 2017

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) KASOWITZ, BENSON, TORRES & FRIEDMAN, LLP 1633 BROADWAY NEW YORK, NY 10019 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (212) 547-1310 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NEW YORK STATE ASSEMBLY NEW YORK STATE CAPITAL ALBANY, NY 12248	3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company 3b. Policy Number of entity listed in box "1a" PVYCOUB-4C32800-7-13 3c. Policy effective period 10/30/2013 to 10/30/2014 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

Approved by: Tina Simurdak

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Tina Simurdak
(Signature)

1-30-14
(Date)

Title: Senior Field Support Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-6579

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) KASOWITZ, BENSON, TORRES & FRIEDMAN, LLP 1633 BROADWAY NEW YORK, NY 10019 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured (212) 547-1 1c. NYS Un. Registrat. 1d. Federal Employer In. Insured or Social Secu. Employer PLEASE RETURN STAMP DATED CONFIRMATION IN THE ATTACHED ENVELOPE OR FAX TO (877) 255-3557 THANK YOU
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) NEW YORK STATE ASSEMBLY NEW YORK STATE CAPITAL ALBANY, NY 12248	3a. Name of Insurance Carrier The Charter Oak Fire Insurance Company 3b. Policy Number of entity listed in box "1a" PVYCOUB-4C32800-7-13 3c. Policy effective period 10/30/2013 to 10/30/2014 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.

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

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

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

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

Approved by: Tina Simurdak

(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:

Tina Simurdak
(Signature)

1-30-14
(Date)

Title: Senior Field Support Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 214-570-6579

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

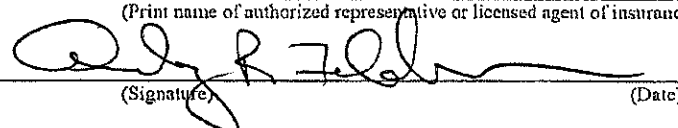
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the **INFORMATION PAGE** of the workers'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

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

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

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

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

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

Title: Licensed Agent

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

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

Workers' Compensation Law

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

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

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

4. Policy covers:

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

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

Date Signed 8/20/2013

By

Esther G. Brown
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 207 575 7079

Title Registrar

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

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

State Of New York
Workers' Compensation Board

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

Date Signed

By

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number

Title

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

Additional Instructions for Form DB-120.1

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

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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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

STATE OF NEW YORK - WORKERS' COMPENSATION BOARD

ESTADO DE NUEVA YORK - JUNTA DE COMPENSACION OBRERA

NOTICE OF COMPLIANCE TO EMPLOYEES

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

AVISO DE CUMPLIMIENTO A EMPLEADOS

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

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

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

WORKERS' COMPENSATION BOARD OFFICES

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

* DOWNSTATE MAILING ADDRESS

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

Statewide Fax: 877-533-0337

Robert E. Beloten

ROBERT E. BELOTEN, CHAIR/PRESIDENTE

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

Name, address and telephone number of licensed insurance carrier, authorized group self-insurer or main office of authorized self-insurer
 KASOWITZ, BENSON, TORRES &
 FRIEDMAN LLP
 THE TRAVELERS INSURANCE COMPANIES
 ONE TOWER SQUARE
 HARTFORD, CT 06183
 1-800-238-6225

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

Name of employer (Nombre del patrono)

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

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

C-105 (1-11)

Workers' Compensation Board
 Prescribed of by Chairman
 State New York

www.wcb.state.ny.us

W31P1N11

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

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

WORKERS' COMPENSATION BOARD OFFICES

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

Employers must post DB-120s so that all classes of their employees know who will pay their Disability Benefits.

Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, seran pagados por):

First Unum Life Insurance Company
666 Third Avenue, Suite 301
New York, NY 10017 (1-800-356-5817)

Effective: From 07/01/2013 To 08/01/2014
(En Vigor Desde) (Hasta)
Policy No. 458318
(Poliza No.)

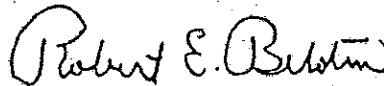
THE WORKERS' COMPENSATION BOARD EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

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

Prescribed by Chair
Workers' Compensation Board
State of New York

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

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



ROBERT E. BELOTEN
CHAIR/PRESIDENTE

www.wcb.state.ny.us

The benefits provided are (Los beneficios provistos son)

☒ Statutory ☐ Under a Plan or Agreement

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

All Employees eligible under the New York State Disability
Benefits Law

KASOWITZ BENSON TORRES & FRIEDMAN LLP

Name of employer (Nombre del Patron)

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

DB-120 (1-11)

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 4000200

Contract No. C11945

Purchase Order No. _____

TO: ASM

- ☒ 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 \$ _____.

☐ _____

23

PAGE: 0001
PROGRAM: PRC130
DATE RUN: 08/26/13

NEW YORK STATE ASSEMBLY
NEW CONTRACT REQUEST (AC340)
BATCH TRANSMITTAL DATE 2013-08-26

AMENDMENT/
SUPPLEMENTAL

SFS DEPARTMENT ID	BATCH NUMBER	AUDIT TYPE	AP BUSINESS UNIT	NET AMOUNT
4000200	C0033 0	TBV	ASM01	55000.00

ORIGINATING AGENCY	CONTRACT NO.	VERSION #
NEW YORK STATE ASSEMBLY	C111945	0000
SFS VENDOR ID	ADDITIONAL	CONTRACTOR TYPE
1 100099074		X
ADMIN AGENCY SFS DEPT ID		
04020 / 4000200		

PAYEE NAME
KASOWITZ BENSON TORRES & FRIED MAN LLP

PAYEE ADDRESS
1633 BROADWAY

CITY	STATE	ZIP CODE
NEW YORK	NY	10019

INT. ELIGIBLE	IRS CODE	STAT. TYPE	IND-STATEWIDE	INDICATOR-DEPARTMENT
Y				

CONTRACT AMOUNT	CONTRACT PERIOD
55000.00	08/15/13 TO 08/14/14

BID DATE	RENEWAL/AMENDMENT BEGIN	P.O. DATE
/ /	08/15/13	08/26/13

DESCRIPTION
OUTSIDE COUNSEL
DESCRIPTION

PROVISIONS

PREPARER'S SIGNATURE	PREPARER'S PHONE NO.
<i>Edward D. Johnson</i>	455-5006

AGENCY FINANCE OFFICER'S SIGNATURE	DATE
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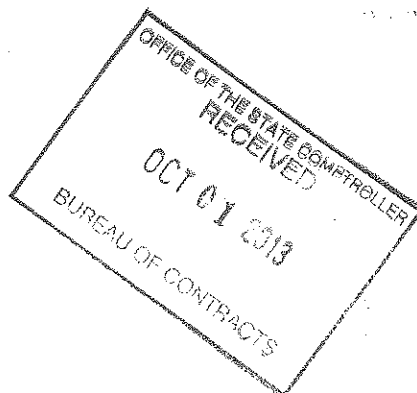
AUDIT STATUS	CATEGORY	METHOD OF AWARD	AUDIT CLASS	PROJECT CODE
	CA	G	/	

BIDS SOLICITED	NUMBER REJECTED	DECLINED	NO REPLY	ROUTE CODE
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DATE RECEIVED	AUDIT GROUP	DATE APPROVED	DATE REJECTED	AUDITOR'S INITIALS
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10/4/13		/ /	/ /	<i>[Signature]</i>
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ACT	PO#	BATCH AMT	DEPT	FUND	PROGRAM	PO AMOUNT	FYR	ACCOUNT
	XXXXXX	55000.00	4000200	10050	81501	INTENDED		



PAGE: 0001

PROGRAM: PRC130

DATE RUN: 08/26/13

NEW YORK STATE ASSEMBLY

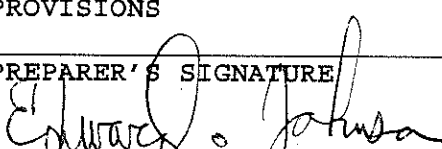


NEW CONTRACT

REQUEST (AC340)

BATCH TRANSMITTAL DATE 2013-08-26

AMENDMENT/
SUPPLEMENTAL

SFS DEPARTMENT ID	BATCH NUMBER	AUDIT TYPE	AP BUSINESS UNIT	NET AMOUNT
4000200	C0033 0	TBV	ASM01	55000.00

ORIGINATING AGENCY NEW YORK STATE ASSEMBLY			CONTRACT NO. C111945	VERSION # 0000
SFS VENDOR ID 1 100099074	ADDITIONAL	CONTRACTOR TYPE X	ADMIN AGENCY SFS DEPT ID 04020 / 4000200	
PAYEE NAME KASOWITZ BENSON TORRES & FRIED MAN LLP				
PAYEE ADDRESS 1633 BROADWAY				
CITY NEW YORK			STATE NY	ZIP CODE 10019
INT. ELIGIBLE Y	IRS CODE	STAT. TYPE	IND-STATEWIDE	INDICATOR-DEPARTMENT
CONTRACT AMOUNT 55000.00		CONTRACT PERIOD 08/15/13 TO 08/14/14		
BID DATE / /		RENEWAL/AMENDMENT BEGIN 08/15/13		P.O. DATE 08/26/13
DESCRIPTION OUTSIDE COUNSEL				
DESCRIPTION				
PROVISIONS				
PREPARER'S SIGNATURE 			PREPARER'S PHONE NO. 455-5006	
AGENCY FINANCE OFFICER'S SIGNATURE 			DATE 8/26/13	
AUDIT STATUS	CATEGORY CA	METHOD OF AWARD G	AUDIT CLASS 1	PROJECT CODE
BIDS SOLICITED	NUMBER REJECTED	DECLINED	NO REPLY	ROUTE CODE
DATE RECEIVED 10/4/13	AUDIT GROUP	DATE APPROVED / /	DATE REJECTED / /	AUDITOR'S INITIALS 
ACT PO# XXXXXX	BATCH AMT 55000.00	DEPT 4000200	FUND PROGRAM 10050 81501	PO AMOUNT INTENDED
FYR ACCOUNT				

PAGE: 0001

PROGRAM: PRC130

DATE RUN: 08/26/13

NEW YORK STATE ASSEMBLY




NEW CONTRACT

REQUEST (AC340)

BATCH TRANSMITTAL DATE 2013-08-26

AMENDMENT/
SUPPLEMENTAL

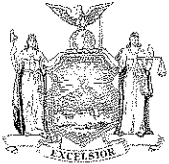
SFS DEPARTMENT ID 4000200		BATCH NUMBER C0033 0		AUDIT TYPE TBV	AP BUSINESS UNIT ASM01	NET AMOUNT 55000.00	
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ORIGINATING AGENCY NEW YORK STATE ASSEMBLY				ADD	CONTRACT NO. C111945	VERSION # 0000
SFS VENDOR ID 1 100099074		ADDITIONAL	CONTRACTOR TYPE X		ADMIN AGENCY SFS DEPT ID 04020 / 4000200	
PAYEE NAME KASOWITZ BENSON TORRES & FRIED MAN LLP						
PAYEE ADDRESS 1633 BROADWAY						
CITY NEW YORK				STATE NY	ZIP CODE 10019	
INT. ELIGIBLE Y	IRS CODE	STAT. TYPE	IND-STATEWIDE		INDICATOR-DEPARTMENT	
CONTRACT AMOUNT 55000.00			CONTRACT PERIOD 08/15/13 TO 08/14/14			
BID DATE / /			RENEWAL/AMENDMENT BEGIN 08/15/13			P.O. DATE 08/26/13
DESCRIPTION OUTSIDE COUNSEL						
DESCRIPTION						
PROVISIONS						
PREPARER'S SIGNATURE 					PREPARER'S PHONE NO. 455-5006	
AGENCY FINANCE OFFICER'S SIGNATURE 					DATE 8/26/13	
AUDIT STATUS	CATEGORY CA	METHOD OF AWARD G			AUDIT CLASS 1	PROJECT CODE
BIDS SOLICITED	NUMBER REJECTED	DECLINED	NO REPLY		ROUTE CODE	
DATE RECEIVED 10/4/13	AUDIT GROUP	DATE APPROVED / /	DATE REJECTED / /	AUDITOR'S INITIALS 		
ACT PO# XXXXXX	BATCH AMT 55000.00	DEPT 4000200	FUND 10050	PROGRAM 81501	PO AMOUNT INTENDED	FYR ACCOUNT

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

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

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



AMY A. METCALFE
Administrative Counsel

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

1 Enterprise Drive
Albany, New York 12248
(518) 455-4197
FAX: (518) 455-4271

September 3, 2013

William Hughes
Chief Auditor
Office of the State Comptroller
110 State Street, 11th Floor
Albany, NY 12236

Regarding: *Memorandum of Agreement*
Contract Number: *C111945*
Contractor: *Kasowitz, Benson, Torres & Friedman LLP*
Terms and Amount: *8/15/13 – 8/14/14, \$55,000.00*

Dear Mr. Hughes:

Enclosed please find an original contract and three signature pages for an agreement entered into by the party named above and the New York State Assembly.

When approved, would you kindly return the two executed signature pages to the New York State Assembly, Contracts Unit, One Enterprise Drive, Albany, NY 12248.

If there are any questions, please contact me at 455-4197.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in cursive script that reads 'Amy A. Metcalfe'.

Amy Metcalfe

Enclosures

PRC133
C111945

Print Date: 08/26/2013 #01
CARF: 9087

NEW YORK STATE ASSEMBLY
CONTRACT APPROVAL REQUEST FORM

Copy of Proposed Contract Must Be Attached

Requesting Office: COUNSEL TO THE MAJORITY

Unit Code: 308

Name, Office and Telephone number of Person Preparing Request:

SHARRI KINLEY, DIR PURCH/CONTRACTS EXT. 5630

1. New Contract: C111945
Contractor Type: X MWBE: UP Bid-Date: _____
2. Contract Type: Services
3. General description of equipment or service to be provided:
OUTSIDE COUNSEL

- 4a. Name and Address of proposed vendor:
KASOWITZ BENSON TORRES & FRIEDMAN LLP
1633 BROADWAY
NEW YORK , NY 10019
- b. Name, Title and telephone no. of vendor representative:
MARC KASOWITZ
PARTNER
212-506-1800
- 5a. Effective date of CARF/contract: 08/15/2013
- b. Expiration date of contract: 08/14/2014
- c. NOTE: If effective date of contract is date of installation/approval:
Please indicate the effective period of the contract

Please indicate the estimated installation date: _____

PRC133
C111945

Print Date: 08/26/2013 #01
CARF: 9087

- 02 -

6. What is the justification for the equipment or services provided by this contract?

THE ASSEMBLY REQUIRES OUTSIDE COUNSEL.

7. For what reason was the vendor providing the equipment or service chosen?
(Include bids if solicited)

SEE ATTACHED.

8. Please provide below the calculations supporting the cost estimate.
Include installation, start-up costs and any anticipated price increases.

HOURLY RATE FOR SERVICES:

\$285.00 PER HOUR FOR PARTNERS AND ASSOCIATES

\$90.00 PER HOUR FOR PARALEGALS & LAW CLERKS

HOURLY CHARGES INCLUDE ALL LEGAL RESEARCH, ANALYSIS, MEMORANDA, CORRESPONDENCE, TELEPHONE CONVERSATIONS, PREPARATION FOR, AND APPEARANCES AT MEETINGS, COURT APPEARANCES AND ANY OTHER TASKS NECESSARY TO CONDUCT LEGAL REPRESENTATION OF THE ASSEMBLY. THE HOURLY RATE SHALL ALSO INCLUDE ALL DISBURSEMENTS AND REASONABLE OUT-OF-POCKET EXPENSES EXCLUSIVE OF TRAVEL. IN ADDITION THE CONTRACTOR IS ENTITLED TO REASONABLE TRAVEL EXPENSES NOT TO EXCEED \$5,000.00.

TO BE PAID MONTHLY ON THE BASIS OF ITEMIZED INVOICES.

NOT TO EXCEED \$55,000.00

9. SUMMARY OF CONTRACT AMOUNTS BY FYR

FYR	OBJECT	AMOUNT	BUDGET DESCRIPTION
2013	55173	<u>55,000.00</u>	11 MISCELLANEOUS CONTRACTUAL SERVICES
Contract total \$		55,000.00	

PRC149
C111945

NEW YORK STATE ASSEMBLY
CARF FINANCIAL REPORT

PRINT DATE: 08/26/2013 #01
CARF: 09087

CMDY DESC: LEGAL SERVICES

FYR	CMDY CODE	OBJECT CODE	PUR UNIT	QTY	MEASURE CODE	DESC	UNIT PRICE	LINE AMT	RECV TYPE
2013	N070	55173	308	1.0000	W	JOB	55,000.0000	55,000.00	NR

								55,000.00	

CARF TOTAL:								55,000.00	



C111945 / Kasowitz Benson Torres & Friedman LLP
Maryann Yurkon to: metcalfea

10/04/2013 11:22 AM

Good Morning,

FYI - I have requested the PO on the SFS this morning, please provide the encumbrance within five business days. Note that after the encumbrance is made available, this will be moved on for supervisory review/approval, additional information may be needed, thank you.

Maryann Yurkon
RFP Unit/OSC
Phone # (518) 474-2584
FAX # (518) 474-8030
myurkon@osc.state.ny.us

**THE ASSEMBLY
STATE OF NEW YORK**

THIS AGREEMENT made the _____ day of August, 2013 between

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

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

WITNESSETH:

It is hereby mutually agreed as follows:

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

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

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

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- B. The Contractor shall not delegate any of the duties required to be performed under the terms of this Agreement.
- C. The relationship of the Contractor to the Assembly shall be that of an independent contractor. In accordance with such status as an independent contractor, said Contractor covenants and agrees to act consistent with such status, to neither hold himself out as nor claim to be an officer or employee of the State of New York by reason hereof, and not to, by reason hereof, make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State of New York, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.
- D. The retained attorney or law firm will represent the ~~State of New York~~ New York State Assembly in judicial litigation related to the services to be provided under this agreement only when such services are specifically requested by the Assembly and approved by the Attorney General. Such approval must be requested separately for each matter to be litigated and must be received prior to the commencement of services.
- E. Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, State Capitol, Albany, New York.
- F. With respect to any contract or employment as an independent Contractor or employee of the State of New York, or any New York public corporation as defined in Section Sixty-six of the New York General Construction Law, or any agency or department of either, pursuant to the terms of any other present or future Agreement, express, implied, entered into with such entity, if any, the Contractor hereby covenants and represents that there is no conflict as to hours required to be worked or duties required to be performed pursuant to the terms of this Agreement and the aforesaid contract or employment.
- G. Contractor affirms and agrees to comply with New York State Finance Law §139-j, 139-k, and 165-a and certifies that all information provided to the Assembly is complete, true, and accurate
- H. During the term of this Agreement, the provisions of Appendix A attached hereto are made a part of this Agreement with the same force and effect as if fully set forth herein, and the parties agree to be bound by the terms thereof.
- I. 1. The performance of work under the contract may be terminated for convenience, in whole or from time to time in part, by the Assembly whenever for any reason the Assembly shall determine that such termination is in its best interest. Termination of work hereunder shall

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

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

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

CONTRACT NUMBER C111945

ASSEMBLY OF THE STATE OF NEW YORK

Kasowitz Benson Torres Friedman LLP

Kasowitz Benson Torres Friedman LLP

Amy A. Metcalfe

New York State Assembly

Mark E. Kasowitz - Partner

Print Name and Title

Amy A. Metcalfe Administrative Counsel

Print Name and Title

8/19/13

Date

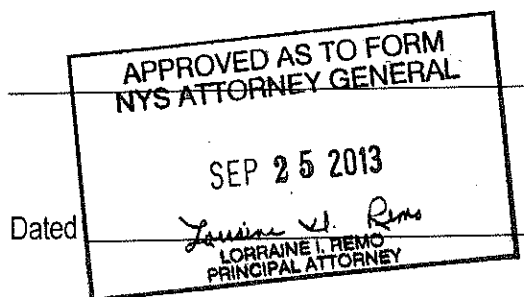
8/22/13

Date

APPROVED AS TO FORM:

Attorney General's Signature

Comptroller's Signature



Charlotte E. Breyer

Dated

10/10/13

\$55,000 (m)

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

ACKNOWLEDGEMENT OF FIRM OR PARTNERSHIP

STATE OF NEW YORK
COUNTY OF *New York*

)ss.:

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


Notary Public #

Qualified in:

Commission expires:

JAMES J. STRICKER
NOTARY PUBLIC, State of New York
No. 31-4990487
Qualified in New York County 14
Commission Expires April 17, 2014

PROCUREMENT LOBBYING VENDOR DISCLOSURE

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

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

Vendor Disclosure, Affirmation, and Certification:

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

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

Man E. Rostkowski
Signature

Partner

Title

8/19/13

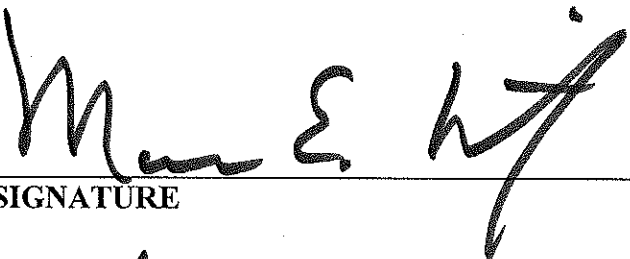
Date

IRAN DIVESTMENT ACT

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

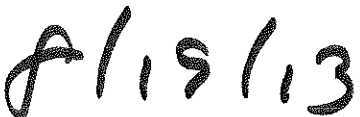
During the term of the Contract, should the New York State Assembly receive information that a person (as defined by State Finance Law §165-a) is in violation of the above-referenced certifications, the New York State Assembly will review such information and offer the person an opportunity to respond.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

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



A handwritten signature in black ink, appearing to read "M. E. H.", written over a horizontal line.

SIGNATURE



A handwritten date "8/19/13" in black ink, written over a horizontal line.

DATE

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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
<http://esd.ny.gov/MWBE/directorySearch.html>

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

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

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

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

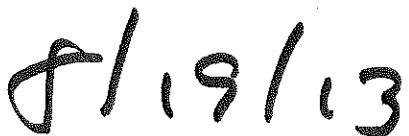
24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete,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

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

A handwritten signature in black ink, appearing to read "M. E. H.", written over a horizontal line.

SIGNATURE

A handwritten date in black ink, "8/19/13", written over a horizontal line.

DATE

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

Part I – Contract Information - Complete for all transactions.

1. Business Unit ASM01	2. Department ID # 400020	3. Department Name NYS Assembly	
4. Contract/PO # C111945	5. Amendment Sequence # 0	6. Transaction Amount \$55,000.00	7. Total Contract Value \$55,000.00
8. Vendor Name Kasowitz, Benson, Torres & Friedman LLP		9. NYS Vendor ID # 11000 99074	10. Taxpayer ID/EIN #
11. Contractor Type: <input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor			
12. Contract Description Outside Counsel			
13. State contracting entity contact for this transaction – Name, Phone, Email Amy Metcalfe, 518-455-4197, metcalfea@assembly.state.ny.us			
14. Were any issues disclosed by vendor and/or found by State contracting entity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If “Yes,” provide details using Attachment A, Item 1.)			
15. If this is a new contract or renewal, has the vendor’s documentation of New York State Workers’ Compensation and Disability Benefits coverage or exemption been verified as accurate, up-to-date, and included as part of the procurement package as outlined in GFO XI.18.G? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (If “No,” provide details using Attachment A, Item 2.)			

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

16. Identify disclosures used in this review that were <i>provided by the vendor</i> . Check all that apply and attach all pertinent items. (Information found on the VendRep System should <u>NOT</u> be printed for OSC.)		
<input type="checkbox"/> Online VendRep Questionnaire Date Certified:	<input type="checkbox"/> Hard Copy Questionnaire (Must attach, if used) Date Certified:	
<input type="checkbox"/> Financial Statements	<input type="checkbox"/> Solicitation Document Responses	<input type="checkbox"/> Vendor Correspondence
<input type="checkbox"/> Other Vendor Disclosure - Describe:		

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

17. Is a description of the State contracting entity’s process included in Attachment A, Item 2? <input type="checkbox"/> Yes <input type="checkbox"/> No If “No,” explain:
--

Part III – State Contracting Entity Responsibility Determination

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

☒ Responsible ☐ Non-Responsible

Signature <i>Amy A. Metcalfe</i>	Date: <i>8/28/13</i>
Print Name: Amy Metcalfe	Title: Administrative Counsel

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

Attachment A

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

Item 1: Issue Detail

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

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

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

Item 2: State Contracting Entity Process

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

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

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

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

4. Policy covers:

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

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

Date Signed 8/20/2013

By

Shirley G. Brown
(Signature of insurance carrier's authorized representative of NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 207 575 7079

Title Registrar

IMPORTANT: If box "4a" is checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

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

State Of New York
Workers' Compensation Board

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

Date Signed _____

By _____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____

Title _____

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

Additional Instructions for Form DB-120.1

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

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

DISABILITY BENEFITS LAW

§220. Subd. 8

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

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

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

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

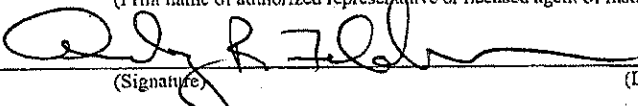
This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers'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

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

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

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

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

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

Title: Licensed Agent

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

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

Workers' Compensation Law

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

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

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

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

NOTICE OF COMPLIANCE
TO EMPLOYEES

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

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

WORKERS' COMPENSATION BOARD OFFICES

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

*DOWNSTATE MAILING ADDRESS

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

Statewide Fax: 877-533-0337

AVISO DE CUMPLIMIENTO
A EMPLEADOS

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

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

Robert E. Beloten

ROBERT E. BELOTEN, CHAIR/PRESIDENTE

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

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

KASOWITZ, BENSON, TORRES &
FRIEDMAN LLP
THE TRAVELERS INSURANCE COMPANIES
ONE TOWER SQUARE
HARTFORD, CT 06183
1-800-238-6225
For Insurance Carriers ONLY: Policy No 4C328007
Policy in Force from 10-30-12 to 10-30-13

Name of employer (Nombre del patrono)

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

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

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

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

WORKERS' COMPENSATION BOARD OFFICES

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

Employers must post DB-120s so that all classes of their employees know who will pay their Disability Benefits.

Disability Benefits, when due, will be paid by (Los Beneficios por Incapacidad, cuando debidos, serán pagados por):

First Unum Life Insurance Company
666 Third Avenue, Suite 301
New York, NY 10017 (1-800-356-5817)

Effective: From 07/01/2013 To 08/01/2014
(En Vigor Desde) (Hasta)
Policy No. 458318
(Poliza No.)

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

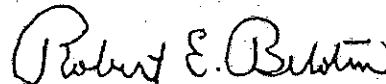
LA JUNTA DE COMPENSACION OBRERA EMPLEA Y
SIRVE A PERSONAS INCAPACITADAS SIN DISCRIMINAR.

Prescribed by Chair
Workers' Compensation Board
State of New York

DB-120 (1-11)

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

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



ROBERT E. BELOTEN
CHAIR/PRESIDENTE

www.wcb.state.ny.us

The benefits provided are (Los beneficios provistos son)

☒ Statutory

☐ Under a Plan or Agreement

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

All Employees eligible under the New York State Disability Benefits Law

KASOWITZ BENSON TORRES & FRIEDMAN LLP

Name of employer (Nombre del Patron)

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

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

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

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

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

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

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

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

☒ Responsible

☐ Non-responsible

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

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

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

8/22/13
Date

Amy A Metcalfe
Authorized Signatory

Name: Amy Metcalfe
(printed or typed)

Administrative Counsel
Title

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

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

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