WESTERN REGIONAL
OFF-TRACK BETTING
CORPORATION

Request for Qualifications and Proposal

Date Due: November 17, 2026

Consulting and Advocacy Services

Western Regional Off-Track Betting Corporation

8315 Park Road

Batavia, New York 14020

585-343-1423

The Western Regional Off-Track Betting Corporation, whose corporate offices are located at 8315 Park Road, Batavia, New York 14020, hereby invites the submission of qualifications and proposals for Consulting and Advocacy Services.

Specifications may be obtained from the office of Megan M. Glor, Director of Purchasing/Procurement Officer, upon request by calling (585) 343-1423 or via email at mglor@westernotb.com. Proposals are due Tuesday, November 17, 2026.

All proposals must be accompanied by the following documents: non-collusion certification, Finance Law Affirmation of Understanding (*see* State Finance Law §139-j) and Certification of Compliance (*see* State Finance Law §139-k [5]).

1. INSTRUCTIONS

1.1 Purpose

Western Regional Off-Track Betting Corporation (WROTB) is seeking Statements of Qualifications and Proposals (RFQ/P") from qualified firms to provide Consulting and Advocacy Services to assist WROTB with its legislative and regulatory interests in New York State. The intent of this RFP is to enter into a professional services contract with WROTB.

Prospective proposers must offer a proposal that will meet the scope of services, qualifications and general description of the needs identified within the document specifications.

1.2 RFQ/P Procurement Officer

The Procurement Officer identified below is the sole point of contact regarding this RFQ/P from the date of issuance until the selection of the successful Proposer.

Megan M. Glor
Director of Purchasing/Procurement Officer
Western Regional Off-Track Betting Corporation
8315 Park Road
Batavia, New York 14020
Email: mglor@westernotb.com
Phone: (585) 343-1423 ext. 6241

1.3 Presentation and Clarification of WROTB's Rights and Intentions

WROTB is not committed to award a contract or assignment to any responding Proposer, or to pay any costs incurred in the preparation of the proposal in response to this request, or to procure or contract for any services. WROTB reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this proposal if it is in the best interest of WROTB to do so.

The Western Regional Off-Track Betting Corporation will accept proposals for Consulting and Advocacy Services.

As such, you are being invited to submit your proposal to the attention of Megan M. Glor, Director of Purchasing/Procurement Officer via email at mglor@westernotb.com and is to be received no later than Tuesday, November 17, 2026, at 3:00 p.m. EST.

Proponent must not have been an Officer, member of the WROTB Board of Directors, or employee of WROTB within the last (5) five years.

Proposers shall read thoroughly and understand the specifications, conditions, and contract content contained herein.

This RFP shall become part of any agreement entered into by the successful proponent and WROTB.

The acceptance of a proposal and the award of a contract are subject to the approval of the WROTB Board of Directors.

1.4 Overview of the Organization

The Western Regional Off-Track Betting Corporation (WROTB) is one of four (4) Regional OTB Corporations established and financed by their respective municipal sponsors following the enactment of permissive legislation by New York State in 1973. WROTB is established as a public benefit corporation. Its geographical area consists of seventeen (17) counties, fifteen (15) of which participate as members of WROTB, and the two (2) cities of Rochester and Buffalo. The fifteen (15) member counties span Western, Central, and the Finger Lakes regions of New York. The statutory objective of WROTB is:

1. To prevent and curb illegal bookmaking while providing a reasonable revenue stream for the support of government.
2. To promote the well-being of the horse racing and breeding industries in New York State.
3. To facilitate the local economy by providing employment to its residents.

WROTB began its pari-mutuel wagering operations in May of 1974 with twenty-nine (29) branch facilities and a telephone betting operation opened by 1974's year end. Today, WROTB is a multi-faceted gaming enterprise which operates the following:

- Brick and mortar off-track betting facilities.
- One (1) "enhanced" branch facilities defined as having food concession services on-site.
- Twenty-three (23) EZ Bet locations.
- One internet wagering site referred to as "Batavia Bets."
- One telephone betting center referred to as "Dial-A- Bet" located at Batavia Downs Gaming.
- One inter-track wagering (ITW) facility located at Batavia Downs Gaming.
- Operation of a seventy-two (72) day live harness racing meet conducted at Batavia Downs Gaming.
- Operation of a video lottery gaming facility located at Batavia Downs Gaming with over nine hundred forty-six (946) gaming machines.
- Operation of food and beverage venues located at Batavia Downs Gaming.

Diversity, Equity, and Inclusion are very important to WROTB. Proponent/firm must demonstrate a similar commitment in its response to this RFQ/P.

2. SCOPE OF WORK NEW YORK STATE

Below is a preliminary outline of the required tasks and deliverables to be completed under this contract. Additional tasks may be required. The Proposer is encouraged to expand upon this outline and present additional detail delineating its proposed approach to the project.

Regulatory & Legislative Representation

The Consultant will identify proposed state legislation and regulations that could impact Western's operations. The Consultant shall work with WROTB to refine the detailed issues and requirements and to identify potential options and alternatives. Consultant will assist with the preparation of communication materials, including testimony, for the education of elected officials and staff which will lead to the accomplishment of WROTB goals and objectives.

Program Funding

The Consultant will develop and present to WROTB, action plans and undertake efforts to identify funding and infrastructure financing programs for specific capital improvement projects included in WROTB's budget. The Consultant will also work to identify and assist in the application of any other state grants or funding sources beneficial to WROTB daily ongoing operations.

Outreach

The Consultant will also be required to participate in our ongoing stake-holders outreach efforts to build effective support for WROTB initiatives. Consultant shall arrange meetings with key elected officials or administration staff and accompany, as needed, WROTB officials and staff at such meetings. The Consultant will work closely with the Governor's Office, the Speaker's Office, Senate President's Office, as well as key Committee Chairpersons and other leaders. The Consultant will place special emphasis on establishing and fostering open communications with members of the local delegation in both houses as needed.

State Agencies and Departments

The Consultant will monitor any changes in rules and regulations, non-legislative, from the appropriate State Agencies and Departments with any regulatory supervision of WROTB.

Other

The Consultant may be required to assist WROTB with other objectives as identified and as agreed upon.

2.1 Conflict of Interest

In the event Proposer becomes aware of any conflicts or potential conflicts between the interest of the WROTB and the interests of Proposer's clients, Proposer shall immediately notify the WROTB President & CEO or his designee, in writing, of such conflict. Written notice may be in the form of an email notification. In the event WROTB becomes aware of any conflicts or potential conflicts between the interests of WROTB and the interests of Proposer's clients, the WROTB President & CEO, or his designee, shall promptly notify the Proposer of such conflict. WROTB and Proposer shall attempt to resolve any such conflict in a manner mutually acceptable to WROTB and Proposer. If the conflict cannot be resolved to the satisfaction of WROTB, WROTB reserves the right to procure these services from other firms with an appropriate reduction to the Proposer's fee(s).

2.2 Progress Reporting

During the term of this agreement the Consultant shall provide WROTB with written monthly progress reporting, detailing efforts and outcomes. This report shall also provide a one-month "look ahead", listing anticipated tasks to be undertaken in the upcoming month. The report will contain specific details on efforts made to complete the tasks in this RFQ/P. Details shall include research and findings; contacts attempted and made with elected officials and staff. This monthly report will be due regardless of the legislative session on the first Friday of each month.

An Annual Report summarizing the efforts and outcomes is to be presented to WROTB for review in November of each year. The annual report will serve as the basis for review of the results generated by the Consultant on behalf of the WROTB before consideration of a contract extension.

3. SPECIFIC REQUIREMENTS

3.1 Submission of Proponent's Statement of Proposal

To be considered, proposers must submit a complete response to this RFQ/P request. Proposers not responding to all information requested in this or indicating exceptions to those items not responded to may have their proposal rejected.
Proposals shall be submitted to mglor@westernotb.com on or before Tuesday, November 17, 2026, at 3:00 p.m. EST.

Attention:
Western Regional Off-Track Betting Corporation
Megan Glor
Director of Purchasing/Procurement Officer
8315 Park Road
Batavia, New York 14020

All proposals must be accompanied by a non-collusion bidding certification, references page, Finance Law Affirmation of Understanding (*see* State Finance Law §139-j) and Certification of Compliance (*see* State Finance Law §139-k [5]) in order to be considered.

3.2 Clarification of Specifications

Questions that arise from the date of the RFQ/P being in advertisement to the date the award is made must be submitted in writing to the Procurement Officer listed on page 1 of this proposal package. Questions and answers will be provided via addendum to all potential respondents who have received the RFQ/P and must be acknowledged in the proposed response. No contact will be allowed between the respondent and any other employee of WROTB regarding this proposal during this restrictive period. Prohibited contact will be grounds for respondent disqualification. The deadline for the submittal of questions is November 3, 2026, at 4:30 p.m. EST.

3.3 Addenda to the RFP

In the event it becomes necessary to revise any part of the specifications, an addendum will be provided to all that receive the RFQ/P package. An acknowledgement of such addenda, if any, must be submitted with proposer's response.

3.4 Organization of Statement of Qualifications

This section outlines the information that must be included in your Qualifications Statement. Please respond with your information in the same order as the items in the section.

A. **Company Information:** Provide a brief history of your company including the number of years in business, identification of company ownership, and the number of employees. Describe a minimum of three engagements of similar scope that best demonstrate the company's (and sub-consultants as appropriate) qualifications to undertake all aspects of the work.

B. **Project Team:** Provide a description of the project team's organization and roles. List the specific project team members, including resumes. Please note WROTB places great importance on the individual team members. Those proposed should be available if selected. If in doubt, listing "alternatives" is acceptable.

C. **Management Approach to the Project.** Describe in detail your approach to management of the project, including how your corporate philosophy is translated into planning, implementation, coordination and control mechanisms.

D. **Value Added Services/Benefits:** Describe any value-added services your company will provide as part of this contract and any specific benefits to WROTB as a result of this partnership.

E. **References:** Provide a minimum of three clients for whom your company has provided similar services. Include the following information for each client:
    a. Name and address of the client;
    b. Name and telephone number of contact person;
    c. Summary of the services provided.

F. **Term of Agreement:** This agreement shall be for 1 year beginning after WROTB Board Approval with the opportunity for a mutually agreed upon second and third year.

3.5 Fee Proposal

Your Fee Proposal is to include a full description of your proposed method of compensation and the proposed charges. This should provide a clear delineation of what is included in each billable component of the proposal in a separate envelope.

3.6 Method of Evaluation and Selection

Evaluation Committee: Selected personnel from WROTBC will form the evaluation committee for this RFQ /P. It will be the responsibility of this committee to evaluate all properly prepared and submitted Statements of Qualifications and make a recommendation for award.

Evaluation and Selection Criteria: All properly prepared and submitted Statements of Qualifications shall be subject to evaluation deemed appropriate for the purpose of selecting the Proposer with whom a contract may be signed. Evaluation of the Statements of Qualifications will consider several factors, each of which has an impact on the relative success of the Proposer to provide the services as outlined in Section 2. Responses to this RFQ/P will be evaluated according to the following criteria:

- Office Team and its experience
- Past Documented Success
- Approach to managing and executing the Project References
- Key Partnerships Including Relationships with New York State and Federal Representatives

3.7 Oral Presentation

At the evaluation committee's option, Proposers who submit a Statement of Qualifications may also be required to make an oral presentation and interview with the evaluation committee. These presentations will provide an opportunity for the Proposer to clarify their proposal to ensure a thorough mutual understanding. At the same time, WROTB is under no obligation to offer any Proposer the opportunity to make such a presentation.

EVALUATION CRITERIA AND PROPOSAL SCORING

Each Proposal has a total possible score of 100 points with the points assigned as follows:

CRITERIA	WEIGHT
Demonstrated Competence	20 Pts
Firm's Qualifications and Experience	25 Pts
Experience in performance of comparable gaming industry engagements	25 Pts
Approach to Managing and Executing the Agreement	10 Pts
Key Partnerships Including Relationships with New York State and Federal Representatives	20 Pts
TOTAL	100 Pts

4. GENERAL INFORMATION

4.1 Sales Tax

The Western Regional Off-Track Betting Corporation is exempt from paying any State and Local sales tax. Vendors should not include any such taxes in their bids.

4.2 Investigations

WROTB reserves the right to conduct any investigations necessary to verify information submitted by the respondent and/or to determine the respondent's capability to fulfill the terms and conditions of the scope of services that is described herein. WROTB reserves the right to visit a prospective respondent's place of business to determine the existence of the company and the management capabilities required to administer this agreement. WROTB will not consider respondents that are in arrears with WROTB, in bankruptcy, or in the hands of a receiver at the time of responding or at any time of selection.

4.3 Reservation of Rights

WROTB reserves the right to refuse any and all responses, in part, or in their entirety, or select certain aspects from various respondents, or to waive any informality or defect in any response should it be deemed in the best interest of WROTB. WROTB is not committed, by virtue of this RFQ/P, to make an award of the proposal and may award to more than one Proposer. The proposals submitted become the property of WROTB.

4.4 Material Submitted

All rights, title and interest in the material submitted by the proposer shall vest in WROTB upon submission of the response to WROTB without any obligation or liability by WROTB to the respondent. WROTB has the right to use all ideas presented by a responder.

4.5 Procurement Policy

Pursuant to State Finance Law §139-j and §139-k, this Request for Proposal includes and imposes certain restrictions on communications between a WROTB and an Offerer/Proposer during the procurement process. An Offerer/Proposer is restricted from making contacts from the earliest notice of intent to solicit offers through the final award and approval of the Procurement Contract by WROTB. ("Restricted Period"), to other than WROTB's Procurement Officer unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section §139-j. WROTB's Procurement Officer, as of the date thereof, is identified on the first page of this Request for Proposal. WROTB employees are also required to obtain certain information when contacted during the Restricted Period and make a determination of the responsibility of the Offerer/Proposer pursuant to the two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer/Proposer is debarred from obtaining Procurement Contracts. Further information about these requirements may be obtained from the Procurement Officer. WROTB reserves the right to terminate this contract in the event it is found the certification filed by the Offerer/Proposer in accordance with State Finance Law §139-k (3) was intentionally false or intentionally incomplete. Upon such finding, WROTB may exercise its termination right by providing written notification to the Offerer/Proposer in accordance with the written notice terms of this contract. WROTB reserves the right to reject any and all proposals if deemed it to be in the best interest of the Corporation and to waive any informalities thereof.

Proponent cannot currently , nor within the last five (5) years , be suspended , debarred, or similarly declared ineligible from state or federal contracting. The proponent also certifies upon submission of this proposal that it is not currently under investigation by any state, local or federal agency or authority.

Certifications and Standard Clauses

These Standard Clauses apply to all contracts, invitations for bid, requests for proposal (RFP), and requests for qualifications (RFQ) issued by the **Western Regional Off-Track Betting Corporation (WROTB)**. Hereafter, the term *"WROTB"* shall be used to reference the Western Regional Off-Track Betting Corporation.

Independent Contractor

The contractor shall perform services as an independent contractor and not as an officer, employee, or agent of WROTB. Nothing contained in this contract shall be construed as creating a relationship of employer and employee between WROTB and the contractor or any of its personnel.

Termination for Convenience

WROTB reserves the right to terminate the contract for convenience and without cause, upon thirty (30) days' written notice to the consultant. In the event of such termination, the consultant shall be entitled to compensation for goods or services satisfactorily provided up to the effective date of termination but shall not be entitled to recover any additional damages or anticipated profits on work not performed.

Termination for Cause

WROTB reserves the right to terminate the contract immediately for cause if the proposer fails to perform its obligations, violates applicable laws or standards, or otherwise materially breaches the terms of engagement.

Compliance with Laws

The proposer shall comply with all applicable federal, state, and local laws, rules, and regulations, including those of the New York State Gaming Commission, in connection with the performance of the contract.

Confidentiality

The proposer shall treat as confidential all non-public information obtained during the course of the contract. Such information shall not be disclosed except as required by law, professional standards, or with the prior written consent of WROTB.

Records Retention and Work Product

WROTB reserves the right to require proposers to maintain and provide access to records related to the contract, in a scope and for a period of time appropriate to the nature of the engagement. Such records may include, but are not limited to, documents relating to performance, deliverables, billing, and any final reports or work product produced under the contract.

Assignment and Subcontracting

The proposer shall not assign, transfer, or subcontract any portion of the contract without the prior written consent of WROTB.

Indemnification

To the fullest extent permitted by law, the successful proposer shall defend, protect, indemnify, and hold harmless WROTB, its affiliates and their respective directors, officers, employees, representatives and agents from any and all claims, actions, proceedings, investigations, losses, liabilities, damages (including, without limitation damage to property), injury to persons (including, without limitation, death) penalties, fines, costs and expenses (including, without limitation, attorneys' fees and costs) relating in any way to (i)the proponent's bid, (ii)any act or omission of the proponent relating in any way to its performance under the contract, and or (iii) and default of breach by the proponent, whether threatened, actual or alleged.

Non-Discrimination

The proposer agrees that, in the performance of this contract, it will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, veteran status, or any other characteristic protected by applicable federal, state, or local law. The proposer shall take affirmative steps to ensure that applicants are employed, and that employees are treated during employment, without regard to these protected categories.

Insurance and Workers' Compensation

Insurance Requirements
The successful proposer shall maintain insurance with insurers authorized to do business in the State of New York and provide Certificates of Insurance evidencing the following minimum coverage:

Commercial General Liability
- *$1,000,000 Each Occurrence*
- *$2,000,000 General Aggregate*
-

Automobile Liability
- *$1,000,000 Combined Single Limit covering owned, hired, and non-owned automobiles, if applicable.*

Workers' Compensation and Disability Benefits
- *Statutory Workers' Compensation coverage as required by New York State.*
- *New York State Disability Benefits coverage.*
- *Employers' Liability: $1,000,000 each accident.*

Professional Liability (Errors & Omissions)
- *$1,000,000 per claim and aggregate.*

Umbrella/Excess Liability
- *$2,000,000 per occurrence and aggregate.*

Western Regional Off-Track Betting Corporation ("WROTB"), its officers, directors, and employees shall be included as ***Additional Insureds*** *on the Commercial General Liability and Automobile Liability policies where applicable.*

All liability insurance shall be ***primary and non-contributory*** *with respect to insurance maintained by WROTB.*

The proposer shall be responsible for all deductibles and self-insured retentions.

The proposer shall provide at least ***30 days' prior written notice*** *to WROTB of cancellation, non-renewal, or material reduction in coverage, except 10 days' notice for non-payment of premium, where permitted by the policy.*

These insurance requirements shall not limit the proposer's obligation to indemnify and hold harmless WROTB as required under the agreement.
WROTB reserves the right to modify or waive insurance requirements based upon the nature and scope of the services being provided.

Non-Collusive Bidding

By submission of a proposal, the proposer certifies under penalty of perjury that the prices in its proposal have been arrived at independently and without collusion, consultation, communication, or agreement with any other potential proponent or competitor for the purpose of restricting competition.

Governing Law

This contract shall be governed by, and construed in accordance with, the laws of the State of New York.

No Arbitration

Disputes involving this contract shall not be subject to mandatory arbitration. Any legal actions shall be brought in a court of competent jurisdiction in New York State.

Reciprocity and Sanctions Provisions

The proposer certifies that it is not on any federal or state debarment or sanctions list and will immediately notify WROTB if it becomes subject to such restrictions during the term of the contract.

Final Agreement

The proposer agrees and understands that this invitation for proposal and any addenda will be incorporated and become part of the final agreement.

FAILURE TO SUBMIT ANY OF THESE ITEMS WITH PROPOSAL IS MANDATORY CAUSE FOR REJECTION

Document Required	Proposer's Initials
Proposal	_____
Acknowledgement of receipt of addenda	_____
Non-Collusion Certification	_____
References	_____
Offerer's Certification of Compliance	_____
Offerer Disclosure of Prior Non-Responsibility	_____
Offerer's Affirmation of Understanding/Agreement	_____

THE UNDERSIGNED PROPOSER HEREWITH SUBMITS THE ABOVE REQUIRED DOCUMENTS.

PRINT OFFICIAL COMPANY NAME: _____

SIGNED BY: _____

PRINT NAME AND TITLE: _____

DATE: _____

THIS CHECKLIST IS REQUIRED TO BE INITIALED AND SIGNED WHERE INDICATED AND RETURNED WITH ALL DOCUMENTS

NON-COLLUSION CERTIFICATION

By submission of this proposal, the authorized representative signing on behalf of any proposer certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the representative's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any other competitor;

2. Unless otherwise required by law, the prices which have been bid have not knowingly been disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any other competitor; and

3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

4. Except for inquiries within the purview of the proposal process, each proposer and each signing on behalf of any proposer certifies it has not communicated with any officer, employee, agent, or consultant of WROTB regarding this proposal for the purpose of securing unto itself a favorable advantage.

In compliance with this request for proposal and subject to the conditions thereof, the undersigned offers and agrees, if this proposal is accepted within forty-five (45) days from the date of the opening, to furnish any and all items upon which prices are submitted.

AUTHORIZED REPRESENTATIVE	BUSINESS NAME
PRINT NAME	ADDRESS
TITLE	CITY, STATE & ZIP CODE
DATE	TELEPHONE #
EMPLOYER TAX ID OR SOCIAL SECURITY #	FAX NUMBER

YOU MUST SIGN AND RETURN THIS SHEET WITH YOUR PROPOSAL

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

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

Offerer Certification:

I certify that all information provided to the Western Regional Off-Track Betting Corporation with respect to State Finance Law §139-k is complete, true, and accurate.

By: _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Procurement Lobbying Termination

Western Regional Off-Track Betting Corporation reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, Western Regional Off-Track Betting Corporation may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Offerer Disclosure of Prior Non-Responsibility Determinations

See instructions on next page before completing this form.

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

_____

Address: _____

Name and Title of Person Submitting this Form: _____

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

(Please circle):

No Yes

If yes, please answer the next questions:

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

No Yes

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

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the findingof non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

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

No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract _____

Basis of Termination or Withholding: _____

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

By: _____ Date: _____

Signature

Instructions
Offerer Disclosure of Prior Non-Responsibility

Determinations Background:

New York State Finance Law §139-k (5) obligates a Government Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law 139-j. In accordance with State Finance Law 139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139·j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State finance Law§ 139-k. State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(5) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (3) and §139-k (5).

Instructions:

The Western Regional Off-Track Betting Corporation includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law
§139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order.

This document must accompany each Bid Form, Letter of Interest, or Proposal submittedby an offerer and will be required for any contract amendments over $15,000. This document must also accompany each Emergency Contract Bid Form.

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

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

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

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

By:_____ Date:_____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____