

**AGREEMENT C110906 BETWEEN
THE ASSEMBLY OF THE STATE OF NEW YORK AND TOSKI & CO. CPAS, PC**

THIS AGREEMENT made and entered into this _____ day of _____, 2013 between the Assembly of the State of New York, hereinafter referred to as "the Assembly" and Toski & Co. CPAs, PC located at 300 Essjay Road, Suite 115, Williamsville, NY 14221, hereinafter referred to as "the Contractor".

WITNESSETH:

WHEREAS, the Assembly has sought responses to a Request for Proposals (RFP) for the provision of Professional Auditing Services; and

WHEREAS, the Contractor submitted the least expensive, fully responsive proposal to said RFP and the Contractor is qualified by background and experience to provide these services; and

WHEREAS, the parties hereto believe it is to their mutual benefit to enter into this agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in accordance with the terms and conditions hereinafter stated, it is mutually agreed as follows:

A. Scope of Work

The Contractor will provide to the Assembly Professional Auditing Services, in accordance with the specifications outlined in the Assembly's RFP which is attached hereto as Exhibit "A" and the Contractor's Technical Proposal which is attached hereto as Exhibit "B". Such Exhibit "A" and Exhibit "B" shall be deemed to be a part of this contract as if fully set forth herein.

B. Term

The initial term of this agreement shall be for a period of three (3) years commencing on August 15, 2013 and ending on August 14, 2016. This agreement may be renewed at the sole option of the Assembly for a three (3) year period thereafter.

C. Payment

In consideration of the foregoing, the Assembly shall pay the Contractor compensation in the firm fixed amount of Forty-Seven Thousand, Nine Hundred and Forty Dollars (\$47,940.00) for services rendered. Such compensation is more fully set forth in the Audit Cost Proposal (Bid Form 1) of the Contractor's response to the Assembly's RFP. Said Contractor response, which is attached hereto as Exhibit "C", shall be deemed to be a part of this contract as if fully set forth herein. The Assembly reserves the right to withhold ten percent (\$4,794.00) of compensation payable under this agreement until it is in receipt of the final written report to be submitted by the Contractor.

D. Conflicting Terms

Should a conflict between the terms and conditions set forth in any part of this document be found, the following order of priority of documents shall govern:

1. Appendix A - Standard Clauses for all NYS Contracts
2. Assembly RFP (Contract Exhibit "A")
3. Contractor's RFP Response (Contract Exhibits "B" and "C")

IN WITNESS THEREOF, the parties have hereto set their hands and seals the date first written above.

Contract Number C110906

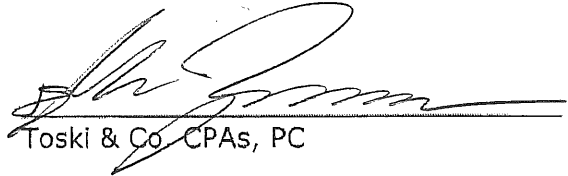


New York State Assembly

Elizabeth Thomas, Director of Procurement

Date

6/27/13



Toski & Co. CPAs, PC

Douglas E. Zimmerman, CPA, Managing Director

Print Name and Title

June 24, 2013

Date