

New York State Office of the State Comptroller
Bid Request – Cloud

Bid Request Title: DigiCert Renewal

Bid Number: 25P-06BR

**Office of the State Comptroller
110 State Street
Albany, NY 12236**

DESIGNATED CONTACTS	
Name	Email
Sarah Palmo-Manning	pifb@osc.ny.gov
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Susanne George Morehouse	
FORMAL NOTICE CONTACT	
Jeremy Disare Director of Financial Administration	pifb@osc.ny.gov

Calendar of Events

Event	Date	Time
Release Date	10/27/2025	N/A
Bid Due Date	11/18/2025	4:00PM EST

OSC will not compensate vendors for any cost incurred in preparing a response to this Bid Request or for any work performed prior to the issuance of the Purchase Order. Responses to the Bid Request (each, a "Bid") must be received by the Bid Due Date specified above. Late Bids will be rejected.

A. Overview

The New York State Office of the State Comptroller ("OSC") is seeking Bids from qualifying vendors (each, a "Bidder") for the annual renewal of DigiCert certificates, as described in Section B (Scope/Mandatory Requirements).

OSC will make one award to the Bidder offering the lowest price meeting the technical requirements specified in this Bid Request.

Upon execution of a Purchase Order, which will act as the agreement (the "Agreement"), the selected Bidder will become the "Contractor." The Agreement will incorporate all terms contained within this Bid Request (including all appendices and addendum). The Agreement will incorporate the terms of the parties' January 29, 2019 Certificate Services Agreement, attached as Exhibit C.

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B. Scope/Mandatory Requirements

1. SCOPE

The Contractor shall provide OSC with the following products (together, the “Solution”):

Manufacturer	Description	Term
DigiCert	Total Certificates Per Year - 690 Certificate Types: 400 - Basic OV FQDN SAN 3 - Basic OV Wildcard SAN 280 - Private SSL FQDN SAN 5 - Private SSL Wildcard SAN 1 - Private Root CA Creation and Maintenance 1 - DigiCert Premium Support, Certificate-based	12/14/2025 - 12/13/2026

2. DATA OWNERSHIP and ACCESS

a. Data Ownership

OSC will own all right, title, and interest in its data. “Data” means any information, formula, algorithms, or other content that OSC may provide to the Contractor pursuant to this Contract. Data, including, without limitation, OSC’s logos, documents, databases, reports, and contacts.

b. OSC Access to Data

OSC must always have access to its Data throughout the term of the Agreement and during any period of suspension of the Solution.

During the term of the Agreement and for 60 days after the termination or expiration of the Agreement, the Contractor shall provide OSC with the ability to import or export Data in piecemeal or in its entirety at the OSC’s discretion and at no charge. This includes the ability for OSC to import or export Data to/from other contractors. This can be carried out by providing application programmable interface or other such efficient electronic tools.

The Contractor shall not charge OSC for access to its Data.

c. Contractor Access to Data

The Contractor may not copy or transfer Data unless authorized by OSC. If OSC authorizes such copy or transfer, the Data must be copied or transferred in accordance with the provisions of this Section. The Contractor may not access any Data for any purpose other than providing the Solution to OSC. The Contractor shall not allow any third party or other users to access any Data for any purpose unless authorized by OSC. The Contractor is prohibited from Data mining, cross tabulating, monitoring OSC’s Data usage and/or access, or performing any other Data analytics other than those required within this Agreement. At no time may any Data or processes (e.g. workflow, applications), which either are owned or used by OSC be copied, disclosed, or retained by the Contractor or any party related to the Contractor, including its subcontractors and subprocessors. The Contractor may perform industry standard back-ups of Data. The Contractor must provide documentation of Data back-up must be provided to OSC upon OSC’s request. The Contractor must comply with all security requirements within the Agreement.

The Contractor shall not modify or act on any Data or configurations, except as necessary to provide the Solution or as requested by designated OSC users.

d. Request for Data by Third Parties

Unless prohibited by law, the Contractor shall notify OSC in writing within 24 hours of any request for Data (including the name of the requestor, nature of the Data requested and the timeframe of response) by a person or entity other than OSC. The Contractor shall secure written acknowledgement of such notification from OSC before responding to the request for Data. Unless compelled by law, the Contractor shall not release Data to any third party without OSC's prior written approval.

e. Transfer of Data

Except as required for reliability, performance, security, or availability of the Solution, the Contractor will not transfer Data unless directed to do so in writing by OSC.

At the end of the Agreement term, OSC may require the Contractor to facilitate the transfer of Data to a new contractor. This transfer must be carried out as specified by OSC. Transfers may include, but are not limited to, conversion of all Data into an industry standard format or providing application programmable interface.

f. Secure Data Disposal

When requested by OSC, the Contractor shall destroy Data in all of its forms, including all back-ups. Data shall be permanently deleted and shall not be recoverable, according to ITS Policy S13-003 Sanitization/Secure Disposal or successor and S14-003 Information Security Controls or successor. Certificates of destruction, in a form acceptable to OSC, shall be provided by the Contractor to OSC

3. DATA LOCATION

All Data must remain in the contiguous United States ("**CONUS**") at all times. Any Data stored, or acted upon, must be located solely in Data Centers in CONUS. Services required for providing the Solution, including services that directly or indirectly access Data may only be performed from locations within CONUS. All Data in transit must remain in CONUS and be encrypted in accordance with Section B.4 (Encryption).

All helpdesk, online, and support services that access any Data must be performed from within CONUS. At no time will any follow the sun support be allowed to access Data directly, or indirectly, from outside CONUS.

4. ENCRYPTION

The Contractor shall encrypt all Data at all times. At a minimum, encryption must be carried out in accordance with the most current NIST FIPS-140 standard. Key access must be restricted to OSC only, unless permitted otherwise with the express written permission of OSC.

All Data in transit must be encrypted with Transport Layer Security ("TLS") 1.2 or later.

5. SECURITY

The Contractor must maintain physical and electronic security sufficient to ensure that neither the Contractor nor any third party (other than cloud service providers designated by OSC) view, read, store, or act on any Data.

During the term of the resulting Agreement, the Contractor must remain compliant with the agreed-upon industry- or government-accepted security framework ISO 270001 and NIST SP800-53. Upon OSC's request, the Contractor must demonstrate compliance with such framework by submission to OSC of a third party assessment and certification.

OSC may require the Contractor to address security concerns identified by OSC to ensure Data confidentiality, integrity, and availability in both normal and contingency situations, and to provide additional information regarding existing security controls.

6. AUTHENTICATION

The Contractor must offer multi-factor authentication (“MFA”) for all administrative functions and the performance of sensitive functions, and must enforce MFA if enabled by OSC.

7. SELF ELECTRONIC PORTAL

Throughout the term of the Agreement, the Contractor shall maintain a self-service electronic portal through which designated OSC users can securely log in and manage the environments, web applications, and websites developed using the Solution.

C. OSC Terms

- All Bid submitted in response to this Bid Request constitute a firm and irrevocable offer for a period of 120 days from the date of Bid submission..
- OSC may modify this Bid Request or chose not to make a contract award when it is in the best interest of OSC.
- By submitting a Bid, the Bidder agrees to comply with all provisions of New York State Appendix A - Standard Clauses for New York State Contracts.
- OSC rejects all extraneous terms other than the terms of the Exhibit C - Digicert Services Agreement that conflict with or that have not been expressly accepted including (i) terms submitted by Bidders, (ii) terms incorporated by reference on Bidders’ quotes or other attachments, and (iii) manufacturer terms.

1. TERM OF AGREEMENT

The term of the Agreement resulting from this Bid Request will be 12/14/2025 – 12/13/2026.

2. DATA BREACH

The Contractor shall promptly notify OSC in writing upon the occurrence of any exploited vulnerability or unauthorized or unlawful access to OSC Data (a “Data Breach”). A Data Breach includes any occurrence where it can be reasonably assumed under the circumstances that OSC Data was exposed, accessed, or disclosed without OSC’s prior written authorization.

In the event of a Data Breach, the Contractor shall:

- a. Notify OSC as soon as possible, but in no event more than 24 hours following the discovery of a Data Breach or suspected breach involving OSC Data. For the duration of the Agreement the Contractor must maintain and follow documented processes for notification of OSC in the event of a Data Breach or potential breach. The tentative awardee must provide OSC with overviews or summaries of these processes not later than 10 days following notice of tentative award;
- b. Consult with and receive authorization from OSC as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required;
- c. Coordinate all communication regarding the Data Breach with OSC (including possible communications with third parties);
- d. Cooperate with the OSC and any contractor working on behalf of the OSC in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
- e. Take such corrective actions that the Contractor deems necessary to contain the Data Breach.

The Contractor shall provide written notice to OSC as to all such corrective actions taken by the Contractor to remedy the Data Breach. If the Contractor is unable to complete the corrective action within the required timeframe (i) OSC may contract with a third party to provide the required Solutions until corrective actions and the Solution resume in a manner acceptable to OSC, or until OSC has completed a new procurement for a replacement solution; and (ii) the Contractor will be responsible for the reasonable cost of the third-party solution and any corrective action during this period. Nothing herein shall in any way (a) impair the authority of the OSC to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification

Act ("ISBNA"), or (b) limit the Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

3. EXPIRATION OR TERMINATION OF THE SOLUTION

Upon expiration or termination of the resulting Agreement, OSC must have full access to all Data for a period of 60 calendar days. This period will be covered at no charge. This can be carried out by providing application programmable interface or other such efficient electronic tools. During this period, the Contractor shall not take any action to erase and/or withhold any Data, except as directed by OSC.

The resulting Agreement, including any subscription and maintenance, may be terminated by OSC where the Solution fails to meet any requirements set forth in this Bid Request, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor.

4. BACKGROUND INVESTIGATIONS

The Contractor must conduct background investigations on Contractor staff (defined herein to include employees, owners, officers, directors, or agents of the Contractor and its subcontractors) who will have access to OSC's IT systems, access to OSC confidential information/Data, or routine access to any OSC facility ("Covered Staff"). "Routine access" is defined as access to an OSC facility for five consecutive business days or 10 business days over any 12-month period during term of the Agreement.

Accordingly, with the submission a bid, the Contractor certifies that it has conducted a background investigation on any Covered Staff to whom the policy applies.

OSC's Inspector General may audit the results of the background investigations, unless prohibited by law, and the Contractor must obtain the consent of its Covered Staff to allow such audit, and where the Inspector General deems necessary, to conduct his own background investigation.

OSC requires that background investigations include a review/evaluation of the following:

- Identity verification, including Social Security Number or national identity number search, as applicable;
- Employment eligibility, including verification of U.S. citizenship or legal immigration status where appropriate;
- Criminal history/court records (Federal, state, and local for the past five years), as permitted under applicable law;
- Work experience/history for the past five years;
- Pertinent skills, qualifications, and education/professional credentials; and
- References.

5. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

The Agreement resulting from this Bid Request is inclusive of the following documents. Only documents expressly mentioned in this Section are part of the resulting Agreement. Conflicts between these documents will be resolved in the following order of precedence:

- a. Appendix A – Standard Clauses for New York State Contracts;
- b. This Bid Request, including:
 - i. Appendix B - M/WBE and Equal Employment Opportunities Requirements
 - ii. Appendix D - OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures;
 - iii. Appendix E – Contractor's Certifications/Acknowledgments; and
 - iv. Appendix F – Disclosure of Prior Non-Responsibility Determinations;
- c. Exhibit C – Certificate Services Agreement;
- d. Exhibit A – This Bid Request number 25P-06BR, including any Addenda or Amendments (if applicable); and
- e. Exhibit B – The successful Bidder's Bid, including any clarifications thereto.

D. Delivery Instructions

The Contractor shall send all necessary electronic licensing information to OSC via the following email address: asset_management@osc.ny.gov.

E. Financial Response Form Requirements

Attachment 1- Cloud Solution Financial Response Form must be used to submit pricing, or the bid submission will be deemed non-responsive and will be disqualified from consideration.

To complete Attachment 1, please follow the instructions as listed on the Attachment 1 – Cloud Solution Financial Response Form.

F. Instructions for Submitting a Bid

Bids must be submitted by email to pifb@osc.ny.gov and must be received by the Bid Due Date indicated in the Calendar of Events on the cover page of this Bid Request. Bids received after the Bid Due Date will be rejected.

Bids must include the following documents:

1. Signed and completed Contractor Information form located on page 8 of this Bid Request
2. Completed Attachment 1 – Cloud Solution Financial Response form
3. Completed Appendix B - M/WBE and Equal Employment Opportunities Requirements
4. Completed Appendix E – Contractor's Certifications/Acknowledgements
5. Completed Appendix F - Disclosure of Prior Non-Responsibility Determinations
6. Vendor Responsibility Questionnaire: Proposers and any subcontractors providing commodities or services in excess of \$100,000 must complete, certify, and file a NYS Vendor Responsibility Questionnaire. OSC recommends that vendors file the required Vendor Responsibility Questionnaire online via the NYS VendRep System: <https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>.

To enroll for the first time, follow the six-step process outlined on the NYS VendRep System Checklist: <https://www.osc.state.ny.us/files/vendors/2017-11/vendrep-checklist.pdf>. You will need:

- Vendor Name
- Legal Business Name
- NYS Vendor ID (this is different from a taxpayer ID). If you do not currently have a NYS Vendor ID, contact the OSC Help Desk by email at ITServiceDesk@osc.ny.gov

For assistance with the NYS VendRep System, or to request a paper copy of the NYS Vendor Responsibility Questionnaire, contact the OSC Help Desk at 866-370-4672 or 518-408-4672, or by email at ITServiceDesk@osc.ny.gov.

7. Optional Forms – Bidders are encouraged to submit the following forms with their bid:
 - ST-220 CA (see ST-220 CA, Contractor Certification to Covered Agency, Section E, 4, below),
 - Proof of Workers' Compensation (see Section E, 4, below), and
 - Proof of Disability Benefits Coverage (see Section E, 4, below)

OSC will not accept any Bids received after the Bid Due Date indicated on the cover page of this Bid Request. OSC will not consider such Bids for contract award.

G. Payment and Invoicing

OSC will compensate the Contractor in the ordinary course of OSC business with a one-time payment upon:

1. OSC's confirmation of the successful renewal of the Solution; and
2. OSC's receipt and approval of the Contractor's invoice in accordance with Article 11-A of the New York State Finance Law.

All invoices must include the following information:

1. OSC's Purchase Order number, Contractor's taxpayer identification number, and Contractor's New York State Vendor Identification Number; and
2. A detailed activity report outlining the description of the services provided.

All invoices are subject to OSC's acceptance of the Solution for which billing is being made and are to be submitted via email (preferred) to APFinance@osc.ny.gov or via hard copy mail to:

Accounts Payable
Bureau of Finance
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

H. Appendices

- Appendix A – Standard Clauses for all OSC Contracts
- Appendix B - M/WBE and Equal Employment Opportunities Requirements
- Appendix C – OSC Policy Statement on Discrimination/Harassment
- Appendix D – Executive Order on Procurement Integrity
- Appendix E – Proposer's Certifications/Acknowledgements **(must be completed, signed and returned with Bid response)**
- Appendix F – OSC Proposer Disclosure of Prior Non-Responsibility Determinations **(must be completed, signed and returned with Bid response)**

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Contractor Information

This Page is to be Completed by the Bidder Responding to the Bid Request	
Bidder's Certification/Acknowledgement of Bid Request Requirements	
[Note: alteration of any language contained in this section may render your bid non-responsive.]	
The Bidder certifies that its Bid constitutes a firm and irrevocable offer for a period of <u>120</u> days from the date of submission to OSC.	☐ Yes ☐ No*
The Bidder certifies that it can and will provide and make available, at a minimum, the Solution as described in the Bid Request if selected for award.	☐ Yes ☐ No*
The Bidder certifies that staff provided to perform services supporting the Solution possess the necessary integrity and professional capacity to meet OSC's reasonable expectations.	☐ Yes ☐ No*
The Bidder certifies that all information provided in connection with its Bid is true and accurate.	☐ Yes ☐ No*
The Bidder has included in its offering all the products listed in Section B.1 (Scope).	☐ Yes ☐ No*
* A "No" Response in the Bidder's Certification section above will result in disqualification.	
<i>The Bid Request Response must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Bid Request (including any addenda), and that all information provided is complete, true and accurate. Quotes received by Bid Request due date/time are binding and non-retractable for 120 days or as stipulated in the Bid Request.</i>	
Please complete, signing and submit this form with your Bid. By signing, you certify your express authority to sign on behalf of yourself, your company and other entity with full knowledge and acceptance of this Bid Request, including any Appendices or addenda.	
Contractor Name	
NYS Contract Number (if applicable)	
Contact	
Contact Phone Number	
Email Address	
Signature	
Date	