

THOMAS P. DINAPOLI
COMPTROLLER OF THE STATE OF NEW YORK



INVITATION FOR BIDS
IFB #0001

**DISASTER RECOVERY SERVICES FOR THE PRINTING, SORTING, AND MAILING OF PAYROLL
CHECKS AND TAX FORMS**

ISSUED: JUNE 17, 2025

DIRECTOR OF FINANCE
OFFICE OF THE STATE COMPTROLLER
110 STATE STREET, STOP 13-2
ALBANY, NY 12236-0001

1.0 NOTICE TO BIDDERS

This Invitation for Bids ("IFB") is issued by the New York State ("State") Office of the State Comptroller ("OSC") to obtain competitive bids ("Bids") from qualified vendors (each, a "Bidder") to provide disaster recovery services for the printing, sorting, and mailing of checks and pre-printed forms, as more particularly described in Attachment D (Scope of Work) (the "Services"). OSC intends to award a contract to **one** Bidder, pursuant to provisions of Article XI of the New York State Finance Law.

When submitting a Bid, Bidders must:

1. Prepare and submit their Bid in accordance with Section 7.0 (Bid Content and Submission) and Section 7.2 (Submission of Bids).
2. Explain any deviations from the specifications or qualifications and, if necessary, attach a separate sheet to their Bid explaining in detail the need for such deviations.
3. Be willing to enter into a contract ("Agreement") substantially in accordance with the terms of Attachment F (Draft Contract) should the Bidder be selected for award.

OSC may amend or issue addenda to this IFB at any time before the Deadline for Submission of Bids stated in Section 2.0 (Calendar of Events). It is the Bidder's responsibility to become aware of any such amendments and/or addenda prior to submission of their Bid. All amendments and/or addenda will be posted to the OSC website at <https://www.osc.state.ny.us/procurement>. Only the OSC website will contain all amendments and/or addenda to the procurement documents, including OSC's Response to Written Questions. Bidders should review the OSC website prior to submission of their Bid to ensure that they have all information required to submit a complete and responsive bid.

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of this IFB does not indicate that OSC has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the Bid opening and will be based on OSC's evaluation of your Bid.

2.0 CALENDAR OF EVENTS

Issuance of IFB	June 17, 2025
Deadline for Submission of Written Questions	July 10, 2025 4:00 p.m. ET
Responses to Written Questions Posted (on or about)	July 17, 2025
Deadline for Submission of Bids (Bid Due Date)	July 23, 2025 4:00 p.m. ET

Sealed Bids will be received by the issuing officer for the Services specified herein under the terms and conditions of this IFB. **BIDS RECEIVED AFTER THE DEADLINE FOR SUBMISSION OF BIDS MAY BE REJECTED.**

OSC's acceptance of the Bid is not complete until the Agreement is approved by OSC's Bureau of Contracts. When acceptance is complete, the selected Bidder becomes the "Contractor." The terms Selected Bidder and Contractor are used interchangeably herein.

3.0 TERM OF THE AGREEMENT

The term of the Agreement resulting from this IFB will be for a period of five years.

4.0 MINIMUM QUALIFICATIONS TO BID

Bidders must meet all of the following minimum qualifications to be eligible to submit a Bid:

- A. Bidder must have five years of experience providing check printing services.
- B. Bidder must have five years of experience providing mail support services.
- C. Bidder must have five years of experience providing disaster recovery printing and mailing services.
- D. Bidder must have a US-based disaster recovery printing facility that is: (i) located at least 50 miles away from 365 Jordan Road, Troy, NY; (ii) but located within 400 miles from 365 Jordan Road, Troy, NY; and (iii) capable of completing the service volumes specified in Attachment D (Scope of Work).

Failure to meet these minimum requirements will result in a Bid being found non-responsive and eliminated from consideration.

5.0 SERVICES

See Attachment D (Scope of Work).

6.0 ADMINISTRATIVE INFORMATION

The following administrative information applies to this IFB. Failure to comply fully with this information may result in disqualification of your Bid.

6.1. Procurement Integrity/Restrictions on Communication

This IFB is subject to, and will be conducted in accordance with, the OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures attached to this IFB as Appendix D, which:

- (i) Require a Bidder to make contact only with the OSC Director of Finance or designee(s) (each the "Contracting Officer"), and
- (ii) Prohibit a vendor from exerting or attempting to exert any improper influence relating to its Bid. "Improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a Bid based on considerations other than the merits of the Bid, including but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law §§73 and 74.

All inquiries concerning this procurement must be addressed to the OSC Director of Finance or designee(s), via email (preferred) to RFP@osc.ny.gov or via hard copy mail to:

Director of Finance
Questions for IFB0001
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

During the "restricted period," as defined in this Section below, no Bidder-initiated contact with any OSC official will be permitted regarding this procurement, except as provided for herein. This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section 6.1 may be grounds for a determination that the Bidder is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules

against impermissible contacts during the restricted period may result in the violator being debarred from participating in an OSC procurement for a period of four years.

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a request for proposals, invitation for bids or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with OSC and ending with the final contract award by OSC or, where applicable, approval by the OSC Bureau of Contracts.

6.2. Questions and Clarifications

There will be an opportunity for submission of written questions and requests for clarification with regard to this IFB. All questions and requests for clarification of this IFB should cite the particular IFB section and paragraph number, where applicable, and must be submitted via email (preferred) or by hard copy mail to the Contracting Officer as indicated in Section 6.1 (Procurement Integrity/Restrictions on Communication), no later than the Deadline for Submission of Written Questions as specified in Section 2.0 (Calendar of Events). Questions received after the deadline may not be answered.

Requests for clarifications of contract language contained in Attachment F (Draft Contract) must be addressed at this time.

The comprehensive list of questions and responses will be posted to the OSC website and notice of such posting will be distributed by email to all vendors known to OSC who have received electronic access to this IFB on the date specified in Section 2.0. This list will not include the identities of the vendors submitting the questions; those vendors will remain anonymous to the extent allowed by law.

6.3. Right to Modify IFB

OSC reserves the right to modify any part of this IFB, including but not limited to, the date and time by which sealed Bids must be submitted and received by OSC, at any time prior to the Deadline for Submission of Bids. Modifications to this IFB will be made by issuance of amendments and/or addenda. Prior to the Deadline of Submission of Bids, any such modifications deemed necessary by OSC will be posted to the OSC website and subsequent email notification will be distributed to all potential Bidders known to OSC.

OSC reserves the right to cancel this IFB, in whole or in part, and to reject any and all Bids.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this IFB, the Bidder must immediately notify OSC (See Section 6.1) of such error in writing and request clarification or modification of the document. If, prior to the Deadline for Submission of Bids, a Bidder fails to notify OSC of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding. If awarded the contract, the Bidder shall not be entitled to additional compensation by reason of the error or its correction.

6.4. OSC's Reserved Rights

OSC reserves all rights with respect to Bids, including, but not limited to:

- A.** Cancel the procurement, reject any and all Bids received in response to this IFB, or choose to make no award.
- B.** Prior to opening of Bids, amend the IFB to correct errors or oversights, or to change any of the scheduled dates, or to supply additional information, as it becomes available. Modifications to the IFB will be made by issuance of amendments and/or addenda.
- C.** Prior to opening of Bids, direct Bidders to submit Bid modifications addressing IFB amendments or addenda.

- D. Waive any immaterial deviation or defect in a Bid. A waiver of immaterial deviation or defect shall in no way modify the IFB documents or excuse the Bidder from full compliance with the IFB requirements. However, OSC may waive any IFB requirements that are not material, or eliminate any mandatory, non-material requirements that cannot be complied with by all prospective Bidders.
- E. Reject any Bid that contains false or misleading statements, or that provides references that do not support an attribute, condition, or qualification claimed by the Bidder.
- F. Correct any arithmetical errors in any Bid, and, in the event that the fees or costs in two or more Bids are not comparable, to make appropriate adjustments to render the fees and costs comparable.
- G. Require a Bidder to clarify its Bid to assure a full understanding of the Bid and to request revisions to all Bids from vendors susceptible of award of the contract. Any request for clarification or revision is solely at the discretion of OSC.
- H. Use in the evaluation process any information obtained through interviews and OSC's investigation of a Bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the Bidder in response to OSC's request for clarifying information.
- I. Rescind a preliminary contract award and proceed to the next highest-scoring Bidder if a signed contract does not result from good faith negotiations with OSC within a reasonable period of time as determined by OSC.
- J. Proceed to the next highest-scoring Bidder in the event that the Bidder who had submitted the lowest cost Bid prior to contract award cannot satisfy the IFB requirements.

6.5. Freedom of Information Law

All Bids are subject to disclosure in accordance with the requirements of the New York State Freedom of Information Law ("FOIL"). Accordingly, when submitting their Bid, Bidders are encouraged to clearly and specifically indicate any portion of their Bid believed to be a trade secret or the disclosure of which would cause substantial injury to the Bidder's competitive position and submit a written statement of the necessity for protective treatment by OSC. Blanket assertions are insufficient. Upon receipt of a FOIL request for such records, OSC will grant or deny access in accordance with the law.

6.6. State Ethics Law Provision

By submitting a Bid, the person signing the Bid certifies, for and on behalf of the Bidder, that:

- A. The signing person has read and understands the provisions applicable to post-employment restrictions affecting former New York State officers and employees (available using the link¹ below):
 - i. Public Officers Law §73(8)(a)(i), (the two-year bar); and
 - ii. Public Officers Law §73(8)(a)(ii), (the lifetime bar);
- B. Submission of a Bid does not violate either provision;
- C. The signing person is familiar with the Bidder's employees and its agents;

¹ Click on this link: [Public Officers Law, Article 4](#). When the page opens, click on "Laws" in the menu bar at the top of the page, then "Laws of New York." On the next page, select "PBO Public Officers." When this page opens, select "Article 4 – (60 - 79) POWERS AND DUTIES OF PUBLIC OFFICERS" and choose Sections 73 (8-a)(i) and 73 (8-a)(ii).

- D. No violation shall occur by entering into a contract or in performance of the contractual services;
- E. This certification is material to the Agreement; and
- F. The signing person understands that OSC intends to rely on this certification.

The Bidder must fully disclose to OSC, within its Bid and on a continuing basis, any circumstances that could affect its ability to comply with the cited laws. Bidders must address any questions concerning these provisions to:

Commission on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207
Telephone: (518) 408-3976

6.7. Debriefings

Any Bidder not selected for award may, within 15 calendar days of release of OSC's written electronic notice that such Bid is unsuccessful, request a debriefing to discuss the reason(s) that the Bid submitted by the unsuccessful Bidder was not selected for award. A debriefing must be requested in writing and must be submitted to the Contracting Officer in accordance with Section 6.1.

A Bidder will be accorded fair and equal treatment with respect to its opportunity for debriefing. OSC will schedule the debriefing within a reasonable time after receipt by the Bureau of Finance of the Proposer's written request.

6.8. Protest

Any interested party may file a protest concerning the award of a contract pursuant to this IFB. The protest must be filed with OSC's Director of Finance at the above address within 10 business days from the date of the notice of the contract award, except that any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to an interested party prior to the date set in this IFB for the receipt of Bids) must be filed on or before the date set in this IFB for the receipt of Bids. OSC's Contract Award Protest Procedure may be accessed by using this link:

https://web.osc.state.ny.us/agencies/guide/MyWebHelp/Content/files/XI_17_att2.pdf

6.9. Background Investigations

The selected Bidder must conduct a background investigation on its staff who will have access to OSC's IT systems, access to OSC confidential information/data, or routine access to any OSC facility ("Covered Staff"). For purposes of this policy, "routine access" is defined as access to an OSC facility for five consecutive business days or 10 business days over the annual term of the engagement. This background investigation must be completed prior to any Covered Staff person's commencing Services and is applicable to any new/replacement Covered Staff. At a minimum, background investigations must include a review/evaluation of the following:

- identity verification, including Social Security Number search 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.

6.10. Staff Integrity

The selected Bidder must certify that staff provided to perform Services possess the necessary integrity and professional capacity to meet OSC's reasonable expectations. OSC has final approval of any staff furnished to provide Services and may refuse to approve any staff member(s) based on its review of the staff member's responsibility to perform the required Services. OSC reserves the right to bar anyone from access to OSC's premises and/or access to OSC's information.

Subsequent to the commencement of Services, whenever the selected Bidder becomes aware, or reasonably should have become aware, that any staff member(s) providing Services no longer possesses the necessary integrity or professional capacity, the selected Bidder must immediately discontinue the use of such staff and notify OSC.

6.11. Sales and Compensating Use Tax Certification (Tax Law, §5-a)

Tax Law §5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") 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 specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor 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 certify to the procuring state entity that they filed the certification with the DTF and that it is correct and complete.

The selected Bidder must file a properly completed Form ST-220-CA (with OSC as the Contracting Agency within 48 hours of notification of selection for award) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at DTF's website, available through this link: www.tax.ny.gov/pdf/publications/sales/pub223.pdf. Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

6.12. Workers' Compensation, Disability and Paid Family Leave Benefits Certifications

Sections 57 and 220 of the New York State Workers' Compensation Law ("WCL") provide that no State agency shall enter into a contract unless proof of workers' compensation, disability and paid family leave benefits insurance coverage is produced. Prior to entering into a contract with OSC, the selected Bidder must verify, on forms authorized by the New York State Workers' Compensation Board, the fact it is properly insured or is otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to workers' compensation, disability, or paid family leave benefits coverage should be directed to the New York State Workers' Compensation Board, Bureau of Compliance at (866) 298-7830. Failure to provide verification of any of these types of insurance coverage by the time the contract is ready to be executed will be grounds for disqualification of an otherwise successful Bid.

The selected Bidder must submit the following documentation within 48 hours of notification of selection for award:

A. Proof of Workers' Compensation Coverage

Upon notification of award, the selected Bidder must submit ONE of the following forms as Workers' Compensation documentation:

- i. Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- ii. Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- iii. Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation Coverage.

B. Proof of Disability and Paid Family Leave Benefits Coverage

Upon notification of award, the selected Bidder will be requested to submit ONE of the following forms as Disability documentation:

- i. Form DB-120.1 – Certificate of Insurance Coverage – Disability and Paid Family Leave Benefits Law; or
- ii. Form DB-120.2 – Certificate of Participation in Disability or Disability and Paid Family Leave Benefits Group Self-Insurance; or
- iii. Form DB-155 – Certificate of Self-Insurance Coverage – Disability and Paid Family Leave Benefits Law; or
- iv. Form CE-200 – Certificate of Attestation of Exemption from New York State Disability and Paid Family Leave Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed through this link: <http://www.wcb.ny.gov>.

List the Name and Address of the Entity Requesting Proof of Coverage on the Workers' Compensation, Disability and Paid Family Leave Benefits certifications as:

Office of the State Comptroller
ATTN: Bureau of Finance
110 State Street, Mail Stop 13-2
Albany, NY 12236

Only the forms listed above are acceptable; ACORD forms cannot be accepted.

6.13. Insurance

Prior to commencing the Services (and throughout the term of the Agreement), the selected Bidder must provide OSC with certificates of insurance demonstrating its compliance with the insurance requirements below. The policies must contain a provision that the policies cannot be canceled, materially changed, or not renewed without at least 30 days prior written notice to OSC (except for non-payment as required by law).

1. Commercial General Liability

- Each occurrence limit - \$5,000,000
- General Aggregate - \$10,000,000
- Ongoing and Products/Completed Operations – \$5,000,000
- Personal and Advertising Injury – \$1,000,000
- Medical Expense – \$5,000

2. Umbrella Coverage: \$10,000,000

3. Data Breach and Privacy/Cyber Liability

Data Beach and Privacy/Cyber Liability insurance (\$10,000,000) must include coverage for failure to protect confidential information and failure of the security of the selected Bidder's computer systems (or OSC's systems due to the actions of the selected Bidder) that result in unauthorized access to OSC systems or its data. The insurance must include coverage for notification costs and regulatory defense and penalties.

4. Crime Insurance: \$10,000,000

5. Additional Insureds/Loss Payee. OSC must be an additional insured as to Commercial General Liability, Umbrella, Data Breach and Privacy/Cyber Liability, and Crime insurance coverage.

7.0 **BID CONTENT AND SUBMISSION**

7.1. **Bid Preparation**

Bidders must submit the following documents in their Bid.

- A. Attachment A – Bidder's Certified Statements, completed and signed by an authorized signatory for the Bidder.
- B. Attachment B – Bid Page, completed and signed by an authorized signatory for the Bidder.
- C. Attachment C – Minimum Qualifications Response Form, completed in full.
- D. Attachment E – References, with two clients for whom the Bidder has provided disaster recovery printing and mailing services.
- E. Appendix E – Contractor's Certifications/Acknowledgements, completed and signed by an authorized signatory for the Bidder.
- F. Appendix F – Disclosure of Prior Non-Responsibility Determinations, completed and signed by an authorized signatory.
- G. Appendix B – Proposer's EEO Policy Statement. Submit a completed and signed Form AC 3239-A (Proposer's EEO Staffing Plan of Anticipated Workforce) attached to this IFB as part of Appendix B, which should document the workforce to be utilized on the contract entered into as a result of this procurement, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by OSC.
- H. Vendor Responsibility Questionnaire: Proposers and any subcontractors providing 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 at 866-370-4672 or 518-408-4672 and provide your firm's full legal name, tax ID, and contract information.

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.

- I. Bidders are encouraged to submit Freedom of Information Law – Bid Redactions with their Bid: While not required, a Bidder may submit its written statements of the necessity for the claimed exceptions at the time of submission of their Bid. See Section 56.8 (Freedom of Information Law).

7.2. Submission of Bids

- A. **Deadline.** Bids must be received by the date and time indicated for the Deadline for Submission of Bids as specified in Section 2.0. Bids received after the Deadline for Submission of Bids may be rejected.
- B. **Delivery Method.** Bids must be clearly labeled and submitted by U.S. Mail or by courier/delivery service (e.g., FedEx, UPS) in a sealed package to:

Attn: Director of Finance
Office of the State Comptroller (IFB0001)
110 State Street, Mail Stop 13-2
Albany, NY 12236-0001

IMPORTANT: OSC **strongly encourages** the use of package tracking so as to provide an independent and verifiable record regarding the timeliness of Bidder's submittal in the event of mail delivery issues.

Submission of Bids in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted. OSC will not accept hand delivery of Bids at 110 State Street.

C. Submission of Bid Components

Bidder must use one of the two submittal options identified below.

Note: Documents requiring signature should be signed with an ink pen (i.e., wet signature). OSC will accept scanned copies of wet signed documents. If scanned copies are submitted, Bidders should retain the original signed Bid documents in their records.

1. Option #1: USB Flash Drive (Preferred)

The Bidder may submit its Bid on a single USB flash drive. **SUBMISSION OF OTHER TYPES OF DATA STORAGE DEVICES WILL NOT BE ACCEPTED.**

An acceptable format for the files is unlocked Adobe PDF. OSC prefers that such files be searchable. The files must be representative copies of the original documents, **including signatures.**

Clearly mark the package and the USB flash drive with "IFB0001 [Bidder Name]."

It is the Bidder's responsibility to ensure that the USB flash drive is free from any and all malicious software and that the files are accessible and uncorrupted. The Bidder should scan the USB flash drive before submission to ensure there is no malicious software (i.e., malware) on the drive and that all files are accessible and uncorrupted. OSC will perform a security scan on the USB flash drive before accessing the stored files. If the security scan identifies malicious software, or the files are inaccessible or corrupted, OSC may reject the submission and disqualify the Bidder from further consideration.

Bidders may mitigate the risk associated with submitting via USB flash drive by providing one paper copy of the Bid along with its USB flash drive submission.

- If a Bidder submits a paper copy with its USB submission and OSC is unable to access the Bid files on the USB flash drive, OSC will request a replacement USB drive from the Bidder and use the paper copies to verify the Bidder did not make any revisions to its Bid past the Deadline for Submission of Bids.
- In the absence of a paper copy, if OSC is unable to access the Bid files on the USB flash drive, OSC will reject the submission and disqualify the Bidder as stated above.

2. Option #2: Paper

The Bidder may submit its Bid via paper (submit copies).

If the Bidder elects to submit a paper Bid, OSC requests that the Bidder also submit a USB flash drive with a scanned copy of the Bid.

Clearly mark the package and USB flash drive (if applicable) with "IFB0001 – [Bidder Name]."

- D. Withdrawal.** A Bidder may withdraw a Bid at any time before the Deadline for Submission of Bids by written notification to OSC (see Section 6.1). An authorized agent of the Bidder must sign the notice of withdrawal. The proposal may thereafter be resubmitted, but not after the Deadline for Submission of Bids specified in Section 2.0. Modification offered in any other manner, oral or written, will not be considered.

8.0 METHOD OF AWARD

Award will be made to the responsive and responsible Bidder meeting the Minimum Qualification as outlined in Section 4.0 of this IFB that proposes the **lowest total bid cost over the five-year period** (Grand Total) on Attachment B.

8.1. Tie Bids

In the event of tie Bids, the award will be given to the tied Bidder whose Bid was received by OSC first.

8.2. Awardee Site Visit and Proof of Concept Testing

OSC reserves the right to schedule a site visit with the tentative awardee to allow State staff to physically review the selected Bidder's production location and equipment.

Additionally, OSC reserves the right to require the selected Bidder to perform a proof-of-concept test to ensure that the selected Bidder can recover and complete OSC's print jobs, mailing, and sorting, as

described within Attachment D (Scope of Work). As part of proof-of-concept testing, the selected Bidder must:

- Provide a print and finishing specification grid that captures the specific details of OSC's print jobs. OSC may also provide its own specific project documentation if it is available. Conference calls will be scheduled in order to discuss project specifications and test objectives. A "Specification" call will be set up between the Contractor's technical team and OSC's technical team to ensure all of the test requirements are understood.
- Successfully complete, to the satisfaction of OSC, testing that minimally consists of data transmission, printing, and inserting of up to six different print jobs yielding up to 2,000 forms. Tests will not exceed a total of four hours of print and insert time.

At OSC's discretion, OSC staff members may be onsite at the selected Bidder's print facilities for the proof-of-concept testing. This may be part of the site visit described above, or separately, at OSC's discretion.

OSC may rescind tentative award and move to tentatively awarding the Bidder with the next lowest cost under the following circumstances:

- OSC is unable to contact a representative of the selected Bidder or if the selected Bidder is not able to provide the site visit and/or proof-of-concept test within a reasonable period of time, as determined by OSC.
- The site visit and/or proof-of-concept test reveal that the Bidder's response contained false information.
- The site visit and/or proof-of-concept test show that the selected Bidder is unable to meet the requirements stated in this IFB or Attachment F (Draft Contract).

Bidders may identify a cost for the proof-of-concept test in the "Proof of Concept Testing" section of Attachment B (Bid Page). The selected Bidder may invoice OSC this amount following successful testing and final approval of the resulting Agreement by OSC's Bureau of Contracts. OSC will not reimburse a Bidder for these costs if OSC elects not to conduct proof-of-concept testing, the tentative awardee fails the testing phase, or if a contract is not successfully executed by the parties and approved by OSC's Bureau of Contracts.

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ATTACHMENT A
BIDDER'S CERTIFIED STATEMENTS
(MANDATORY SUBMISSION: to be completed and included in the Bid)

IFB0001 – DISASTER RECOVERY SERVICES FOR THE PRINTING, SORTING, AND MAILING OF PAYROLL CHECKS AND TAX FORMS
1. Information with regard to the Bidder
A. Provide the Bidder's name, address, and telephone number.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
B. Provide the name, address, telephone number, and email address of the Bidder's Primary Contact with regard to this Bid.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
C. Provide the name, address, telephone number, and email address of the person authorized to bind the Bidder contractually, if different from (B).
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:

D. In accordance with paragraph 6 of the OSC Procurement Integrity Procedures included in this IFB as Appendix D, provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Bidder. This requirement applies not only to Bidder's employees involved in the submission of the Bid, but also to every individual or organization employed or designated by the Bidder to attempt to influence the procurement process. If there is none, state that. This information must be updated if, after the Deadline for Submission of Bids, the Bidder retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.

Name:

Address:

City, State, ZIP Code:

Telephone Number (including area code):

Email Address:

Place of Principal Employment:

Occupation:

This individual/organization has a financial interest in the procurement:

☐ Yes ☐ No

No such individual/organization is authorized to represent the Bidder:

☐ Yes ☐ No

2. Minimum Qualification to Bid (Section 4.0):

A. Bidder has five years of experience providing check printing services.

☐ Yes ☐ No*

B. Bidder has five years of experience providing mail support services.

☐ Yes ☐ No*

C. Bidder has five years of experience providing disaster recovery printing and mailing services.

☐ Yes ☐ No*

D. Bidder has a US-based disaster recovery printing facility that is: (i) located at least 50 miles away from 365 Jordan Road, Troy, NY; (ii) but located within 400 miles from 365 Jordan Road, Troy, NY; and (iii) capable of completing the service volumes specified in Attachment D (Scope of Work).

☐ Yes ☐ No*

3. Bidder's Acknowledgement of Bid Requirements:

[Note: alteration of any language contained in this section may render your Bid non-responsive.]

A. The Bid constitutes a firm and irrevocable offer for a period of 180 days from the date of submission to OSC.

☐ Yes ☐ No*

B. By submission of a Bid, the Bidder agrees not to make any claims for or have a right to any damages because of any misrepresentations or misunderstanding of the specifications or because of any lack of information.

☐ Yes ☐ No*

C. The Bidder agrees to fully comply with the OSC Executive Order on Procurement Integrity and the OSC Procurement Integrity Procedures attached to this IFB as Appendix D.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
D. The Bidder certifies that it can and will provide and make available, at a minimum, all Services as described in the IFB if selected for award.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
E. The Bidder certifies that staff provided to perform Services possess the necessary integrity and professional capacity to meet OSC's reasonable expectations. Subsequent to the commencement of Services, whenever the selected Bidder becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to OSC no longer possesses the necessary integrity or professional capacity, the Bidder agrees to immediately discontinue the use of such staff and notify OSC.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
F. The Bidder certifies that all information provided in connection with its bid is true and accurate.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
G. The Bidder has read, understands, and accepts all provisions of Appendix A – Standard Clauses for New York State Contracts. Appendix A contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between OSC and the Bidder. By submitting a response to the IFB, the Bidder agrees to comply with all the provisions of Appendix A.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
H. The Bidder is willing to enter into an agreement substantially in accord with the terms of Attachment F (Draft Contract), should the Bidder be selected for contract award.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
I. The Bidder agrees that OSC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Bidder prior to their performance of Services under the Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No*
J. The Bidder agrees that it shall be fully responsible for performance of work by its staff and by its subcontractor's staff. OSC reserves the right to request removal of any Bidder staff or subcontractor's staff if, in OSC's discretion, such staff is not performing in accordance with the Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No*

*** A "No" Response in Sections 2 or 3 of this attachment may result in disqualification.**

4. Information Required:

A. The Bidder is (check as applicable):

- ☐ A New York State Certified Minority-Owned Business Enterprise
- ☐ A New York State Certified Woman-Owned Business Enterprise
- ☐ A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified)
- ☐ A New York State Service-Disabled Veteran-Owned Business
- ☐ None of the above

B. Provide the name, title, address, telephone number, and email address of the person authorized to receive notices with regard to the contract entered into as a result of this procurement. See Section VI of the Draft Contract (Attachment F), NOTICES.

Name:

Title:

Address:
Telephone Number (including area code):
Email Address:
C. Bidder's Taxpayer Identification Number:
D. Bidder's NYS Vendor Identification Number as discussed in Section 7.1.H, if enrolled:
By my signature I affirm under penalty of perjury that I am duly authorized to legally bind the Bidder referenced above and I sign this Attachment A (Bidder's Certified Statements) as the legally binding act of the Bidder.
_____ Typed or Printed Name of Authorized Representative of the Bidder
_____ Title/Position of Authorized Representative of the Bidder
_____ Signature of Authorized Representative of the Bidder
_____ Date

ATTACHMENT B

BID PAGE

IFB #0001 Disaster Recovery Services for the Printing, Sorting, and Mailing of Payroll Checks and Tax Forms

Attachment B is provided as a separate Excel file on OSC's website: <https://www.osc.state.ny.us/procurement>

ATTACHMENT C
MINIMUM QUALIFICATIONS RESPONSE FORM

MQ1. Bidder must have five years of experience providing check printing services.

In the space below, describe how your firm meets this minimum qualification.

RESPONSE:

MQ2. Bidder must have five years of experience providing mail support services.

In the space below, describe how your firm meets this minimum qualification.

RESPONSE:

MQ3. Bidder must have five years of experience providing disaster recovery printing and mailing services.

In the space below, describe how your firm meets this minimum qualification.

RESPONSE:

MQ4. Bidder must have a US-based disaster recovery printing facility that is: (i) located at least 50 miles away from 365 Jordan Road, Troy, NY; (ii) but located within 400 miles from 365 Jordan Road, Troy, NY; and (iii) capable of completing the service volumes specified in Attachment D (Scope of Work).

In the space below, please provide your firm's disaster recovery printing location.

RESPONSE:

ATTACHMENT D

SCOPE OF WORK

Background

OSC uses two methods to print checks and preprinted forms. The first and most common method prints checks, duplex W-2 forms, and simplex 1099 and 1099R forms using Ricoh VC40000 printers via Advanced Function Printing (“AFP”) through IBM Mainframe JESSPOOL. The second method prints checks and 1099R tax forms directly from PDF. Forms are pressure sealed on Bell & Howell CAS-38 and PS800/Baum equipment. Forms are printed and mailed by OSC’s mail center using content (inputs) provided by OSC operations groups. To ensure that forms are printed and mailed in the event of a declared disaster, OSC requires a service provider that can replicate OSC’s mail center process.

OSC prints and mails approximately:

- 350,000 checks monthly;
- 340,000 duplex W-2 forms during the month of January;
- 544,000 simplex 1099R tax forms during the month of January; and
- 74,000 simplex 1099 various forms during the month of January.

Checks and forms are monochrome.

General Process

OSC will provide the Contractor with the inputs and resources listed below for printing, sorting, and mailing. The Contractor must produce outputs in accordance with OSC printing standards, detailed herein and as may be provided and updated by OSC to the Contractor from time to time.

Check Printing Standards

Input – OSC will provide the following:

- 28 lb. custom security check stock, supplied two-up on 18” x 48-50” rolls on 6” core, with pinless feeds.
- The secure transfer of print files to the Contractor using JES over IP via a VPN to secure traffic or File Transfer Protocol (“FTP”) with Pretty Good Privacy (“PGP”) encryption or other Secure Transfer options as approved by OSC.
- All necessary PAGEDEF/FORMDEF definition, layout, and related print resources (e.g., fonts, signature) so that up to 15 variations of checks can be produced.
- Check signature files in a mutually agreed upon digital format.
- Files with the data to print on the checks. These files will contain information on the sort order with postal indicia where applicable.
- An electronic file so that the Contractor can run the necessary reports at the end of every print job. Check breakdowns/catching reports must be printed for checks presorted and not presorted. These reports must be printed on plain paper.
- Registry reports in a mutually agreed upon digital format.

Output – the Contractor must provide the following:

- Each check must be sealed as an eccentric Z-fold document 8 1/2” x 11” in size (average 1 sheet per mail package).
- Each check must be pressure sealed using industry-standard pressure sealing machines, such as the CAS-38 and the Baum/PS-800, or equivalent.
- Printing and sealing must be done in the sort order indicated in the file provided by OSC.
- Prints must use Magnetic Ink Character Recognition (“MICR”) such that the document complies with applicable US banking standards, laws, rules, and regulations.
- Check print jobs must be completed within eight hours of the Contractor’s receiving OSC’s written authorization to initiate printing.
- Stock must be securely stored in a controlled facility (e.g., limited access) and with proper environmental humidity controls per industry standards while in the Contractor’s custody.
- Digital assets, such as check signature files, must be secured with OSC approved encryption when in transit and at rest. Access must be audited to ensure that only authorized staff have access to this information.

- The Contractor must have a method to ensure that each check can be traced during usage, including waste and damage.
- Non-issued checks must either be securely stored for return to OSC or be securely destroyed and documented as such.
- The Contractor must notify OSC of success or failure for all print jobs.
- The Contractor must notify OSC of any damaged checks that require reprinting.
- The Contractor must transmit daily reports of printed checks, including all serialized checks consumed, waste, and damage.

W-2 & 1099 Tax Forms Printing Standards

Input – OSC will provide the following:

- 91 lb. stock for W-2's and 1099's. Each are supplied two-up on 18" x 48-50" rolls on 6" core, with pin feeds.
- All necessary PAGEDEF/FORMDEF definition, layout, and related print resources.
- Files with the data to print on the tax forms. This file will contain information on the sort order with postal indicia where applicable.

Outputs – the Contractor must provide the following:

- Each tax form must be sealed as an eccentric Z-fold document 8 1/2" x 14" in size (average 1 sheet per mail package).
- Each form must be pressure sealed using industry-standard pressure sealing machines, such as the CAS-38 and the Baum/PS-800, or equivalent.
- Printing and sealing must be done in the sort order indicated in the file provided by OSC.
- Tax form jobs must be printed with sufficient time to post process and seal the job in its entirety to meet the predetermined first class USPS mail date. Due to volume, USPS delivery date is for a date 7-14 days in the future to allow for adequate post processing time before delivery/pickup to USPS. The Contractor must ship non-sorted pressure-sealed first class mail to Pitney Bowes Presort for processing.
- Stock must be securely stored in a controlled facility (e.g., limited access) and with proper environmental humidity controls per industry standards while in the Contractor's custody.
- Upon approval by OSC, the Contractor must securely destroy any damaged or otherwise non-usable tax forms that contain print from any job submitted by OSC.
- The Contractor must notify OSC of any damaged tax forms that require reprinting.

Postal Requirements

Input – OSC will provide the following:

- A data file (mail.dat) in pre-sort order for print jobs over 500 forms.
- A group of non-presort forms at the beginning or end of the pre-sort data file.
- A "distribution/catching" report for non-presort forms. This report will outline the sequence of checks and how they are to be mailed.
- Postage funds either by (i) authorizing the Contractor's use of OSC's USPS 360 account for all forms affixed with postal indicia, or (ii) via a Pitney Bowes reserve account for non-presort forms.

Outputs – the Contractor must provide the following:

- Pre-sort forms must be sent by USPS.
- The Contractor is responsible to arrange forms destined for USPS to enter the USPS system.
- Some non-presort forms will need to be affixed with postage and then sorted for delivery to the USPS.
- Some non-presort forms will need to be returned to OSC. Forms returned to OSC must be placed in a secure container only able to be opened by OSC and OSC-authorized parties. The frequency of returns and delivery procedure to OSC will be mutually agreed upon by the parties.
- The Contractor must use corresponding "Breakdown/catching" sorting reports to separate the print job for mail and sorting needs. Forms are printed from a single file and may contain a mixture of presort, forms needing postage affixed, bad address, and forms to be returned to OSC.
- Check print jobs contain a separate "Check Registry" report(s). The Contractor must deliver these reports to OSC with the checks that are NOT sent via USPS.
- The Contractor will pull checks or other documents identified by OSC for special handling and sort them for shipment via package delivery service, courier service, or other means as instructed by OSC.
- Mail will be processed at the Contractor's postal facilities to enter the USPS mail stream.

Notices and Reports

The Contractor must:

- Provide daily reports of printed check quantities of all serialized checks consumed, including waste and damage.
- Receive reports of check and/or tax form quantities and types sent for: USPS presort, USPS postage affixed, and checks or tax forms for delivery/pickup.
- Notify OSC of printer issues that impact output timeframes.
- Notify OSC of stock levels.
- Provide a minimum seven-day notice prior to depletion (OSC will provide minimum thresholds for checks and preprinted forms).
- Provide a printing summary (stock at beginning of run, how much used, and how much remaining) at the conclusion of each printing cycle.
- Provide notice to OSC within 12 hours should the Contractor's facility become unavailable, estimated resolution time, and notice to OSC when the facility is back online.

Security

The Contractor must:

- Be able to accept stock via loading dock and securely store four to six rolls of stock.
- Have facility controls in place, including but not limited to:
 - Limited access to all facilities to authorized individuals.
 - Regular camera surveillance.
 - Monitoring of all facilities' entrances at all times during work hours and entries must be locked at the close of business hours.
 - Documented procedures to track staff, visitors and deliveries.
- Ensure that:
 - OSC data, check stock and tax forms are protected at all times and not accessible by any individual other than Covered Staff. The Contractor must comply with OSC and NYS ITS policies and standards.
 - Physical data (e.g., computer tapes, diskettes, cartridges) are kept in a locked area, which is accessible only to Covered Staff.
 - Files are encrypted at rest and in transit with OSC approved encryption.
 - Mail files and/or electronic copies are purged, deleted, or scratched in accordance with OSC specifications. Default retention policies will be applied when no other timeframe is specified.
 - Production electronic and paper waste are securely disposed of.
 - Upon completion of testing or disaster declaration, any leftover forms, envelopes, or other materials are returned to OSC as directed.
- Have process control procedures in place for all phases of the production process.
- Notify OSC of any unusual aspects of items detected in production.
- Document all staff and equipment used on each job in order to identify the source and extent of any problems with materials produced. Each job must be traceable to the:
 - Shift during which the job was produced;
 - Equipment on which the job was produced; and
 - Staff who worked on any aspect of the job.

Declaring Disaster Emergency

OSC's responsibilities:

- OSC will provide the Contractor with a list of personnel authorized to declare a disaster on behalf of OSC.
- OSC will follow a disaster recovery process similar to the one detailed below.

Contractor responsibilities:

- Upon Agreement execution, the Contractor must review OSC's current procedures and prepare a business continuity plan for printing and mailing checks and tax forms, subject to OSC's approval.
- The Contractor must provide a communication method accessible 24 hours per day, seven days a week to be alerted in the event of an OSC disaster.

- The Contactor must have on-call disaster recovery staff available 24 hours per day, seven days a week to respond to OSC's notice of disaster.
- The Contractor must implement business continuity procedures within timeframes mutually agreed upon in the business continuity plan.
- The Contractor must provide OSC with electronic scanned copies, as requested, to review and approve prior to the distribution of checks or tax documents.
- The Contractor must allow OSC staff to be onsite at its facilities, as requested, during a disaster to monitor and assist in the quality control and reporting procedures.

Testing

- OSC, at its sole discretion, may request routine testing up to four times per year. Tests will ensure that recovery requirements are kept up-to-date with current volumes and equipment specifications. OSC will notify the Contractor of any changes to its print and finishing environment that may impact services.

Quality Assurance

The Contractor must:

- Review checks periodically to ensure quality of toner adhesion, placement, and overall appearance and quality meet or exceed OSC standards.
- Inspect pressure sealed documents as they are jogged off the sealer to ensure proper sealing. Poorly sealed documents must be sealed using secondary methods, such as non-heat applied glue "sticks/stix."
- Perform no less than three random MICR verifications for every 1,500 printed checks to ensure conformity with bank standards.

Disaster Recovery Process for Checks

Below is OSC's current disaster recovery process. The Contractor will be expected to follow a disaster recovery process similar to the one outlined below.

In the event of a disaster emergency that impacts OSC's printing operations, the following will occur:

1. OSC's First Deputy Comptroller, or the Co-Chairs of the Continuity Command Staff, declare a disaster.
 2. Division of the Chief Information Officer ("CIO") management determines if the disaster warrants the use of an alternate check printing facility. This decision is based on whether there is a clear understanding of the cause, the nature of the cause, the recovery time, and the timing relative to critical business cycles.
 3. Upon implementation of the OSC Disaster Recovery Plan, the following occurs for alternate check printing:
 - a. Within 12 hours of the disaster declaration, OSC notifies the Contractor of the need to print checks, along with specific recovery times, the types of checks and their associated reports, and timelines.
 - b. An OSC supplier will send production check stock to the Contractor. (The current supplier is RR Donnelley & Sons.)
 - c. The OSC Operations Manager and Disaster Recovery Coordinator will direct the Contractor concerning all check printing needs. If possible, OSC technical staff will be onsite to address issues.
 - d. The Contractor and OSC staff will keep a running list of all disaster recovery processing steps that occur, as well as any communication needs. This tracking is vital to ensure accuracy and the documentation of issues. Recovery results are reported by the Contractor to CIO management and staff.
 4. The Contractor and OSC staff will be on standby until the conclusion of the disaster, or as needed to prepare for continued efforts.
- Note: The Contractor will follow disaster recovery process for tax forms, unless otherwise directed by OSC.

ATTACHMENT E**REFERENCES**

Submit a total of TWO references for whom the Bidder has provided disaster recovery printing and mailing services (Section 5.0) using this form.

IFB0001 – Disaster Recovery Services for the Printing, Sorting, and Mailing of Payroll Checks and Tax Forms	
BIDDER:	
Provide the following information for each reference submitted. Fields will expand as you type.	
Reference Company #1:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Bidder provided services to this entity:	
Dates of Service:	
Brief description of the services provided:	
Reference Company #2:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Bidder provided services to this entity:	
Dates of Service:	
Brief description of the services provided:	

**ATTACHMENT F
DRAFT CONTRACT**

**STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER
AGREEMENT**

WITH

[Contractor Name]

NEW YORK STATE COMPTROLLER'S CONTRACT NUMBER C00XXXX

THIS AGREEMENT ("Agreement") is made effective as of the date of approval by the New York State Office of the State Comptroller's Bureau of Contracts after execution by all parties and is by and between the New York State ("State") Office of the State Comptroller, by the Department of Audit and Control ("OSC"), whose main office and principal place of business is 110 State Street, Albany, New York, 12236, and [Contractor Name] (the "Contractor") whose office is located at [Contractor Address].

W I T N E S S E I T H

WHEREAS, OSC issued Invitation for Bids number 0001 dated XXX ("IFB") and attached hereto as Exhibit A, soliciting bids from vendors operating in New York State to provide disaster recovery services for the printing, sorting, and mailing of checks and pre-printed forms to OSC ("Services"); and

WHEREAS, the Contractor, among others, responded to the IFB with a bid dated XXX ("Bid") and attached hereto as Exhibit B, indicating its willingness to perform the necessary Services; and

WHEREAS, the Contractor submitted the lowest cost responsive bid for the Services; the Contractor is a responsible vendor; and the Contractor is willing to provide the Services under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the terms set forth and the mutual covenants and obligations of the parties, the parties hereby agree as follows:

I. TERM

This Agreement shall be for a period of five years commencing on the date of contract approval by OSC's Bureau of Contracts.

II. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

This Agreement is inclusive of the following documents. Only documents expressly mentioned below are a part of this 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. Agreement** – this document, including:
 - Appendix C – OSC Policy Statement on Discrimination and Harassment, Including Sexual Harassment;
 - Appendix D – OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures;
- C. Exhibit A** –IFB0001, including the Questions and Answers and any addenda or amendments (if applicable); and
- D. Exhibit B** – the Bid, including any clarifications thereto, and attachments, including completed:

- Appendix B – Forms AC 3239-A, Contractor's EEO Staffing Plan of Anticipated Workforce and AC 3239-B, Contractor's/Subcontractor's EEO Workforce Utilization Report;
- Appendix E – Contractor's Certifications/Acknowledgements; and
- Appendix F – Disclosure of Prior Non-Responsibility Determinations.

III. **SERVICES**

- A. Engagement.** OSC hereby retains the Contractor to perform the Services, and the Contractor hereby agrees to perform the Services, which shall include all deliverables, work and/or work products as described in Exhibits A and B.
- B. Non-Exclusive.** Nothing contained herein prohibits OSC from contracting at any time with third parties or from performing any of the work itself or through other State entities for any Services that otherwise may be requested or required of the Contractor pursuant to this Agreement, and the Contractor shall not assert an exclusive right to perform such Services.

IV. **COMPENSATION AND INVOICES**

- A. Compensation.** OSC will compensate the Contractor in accordance with the Bid Page as set forth in Exhibit B, in the ordinary course of State business upon OSC's receipt of the Contractor's invoice. Approved invoices for payment will be processed in accordance with Article 11-A of the New York State Finance Law. Total compensation under this Agreement must not exceed \$XXXXXX.
- B. Invoice Requirements.** All invoices must include the following information:
 1. A detailed description of the Services provided;
 2. OSC's Agreement #C00XXXX, Contractor's taxpayer identification number, Contractor's New York State Vendor Identification Number; and
 3. the beginning and ending dates of the billing period included in the invoice, and the expiration date of this Agreement.
- C. Submittal.** All invoices are subject to OSC's acceptance of the Services for which billing is being made and are to be submitted via email (preferred) to contractinvoicess@osc.ny.gov or via hard copy mail to:

Office of the State Comptroller
Bureau of Finance
Contract Payment Unit
110 State Street, Stop 13-2
Albany, NY 12236-0001

With a copy via email (preferred) to cioprocmnt@osc.ny.gov or via hard copy mail to:

Office of the State Comptroller
ATTENTION: CIO Procurement
110 State Street, Stop 8-7a
Albany, New York 12236-0001

V. **EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING**

- A. Compliance.** The Contractor shall comply with applicable federal, state, and local requirements concerning equal employment opportunities for minorities and women, including but not limited to Executive Law § 312 and its implementing regulations.
- B. Required Submissions.** In addition to the requirements stated in Appendix A Clause 12 (Equal Employment Opportunities for Minorities and Women), and to ensure complete compliance with such requirements (and with Executive Law § 312 and the regulations adopted pursuant thereto), the Contractor agrees to submit to OSC its EEO Policy Statement, and Form AC 3239-A Proposer's EEO Staffing Plan of Anticipated Workforce. Further, the Contractor must submit on a semi-annual basis Form AC 3239-B

(Contractor's/Subcontractor's EEO Workforce Utilization Report) and must require each of its subcontractors, if any, to submit such Report on a quarterly basis during the term of this Agreement. The Contractor/subcontractor must submit two originals and two copies of Form AC 3239-B to OSC at the following address:

Attn: Director of Finance
New York State Office of the State Comptroller
Bureau of Finance
110 State Street, Stop 13-2
Albany, NY 12236

C. Deficiencies. These Reports are reviewed as part of OSC's general compliance monitoring. If discrepancies exist between the EEO Staffing Plan of Anticipated Workforce and the Contractor's/Subcontractor's EEO Workforce Utilization Reports, the Contractor/subcontractor may be subject to an in-depth EEO compliance review. If deficiencies are identified, OSC will make every effort to resolve the deficiencies identified and to bring the Contractor/subcontractor into compliance with such requirements. If OSC is unsuccessful in its efforts, and upon review, the OSC Deputy Comptroller for the Bureau of Finance determines that the Contractor/subcontractor is non-compliant, the Deputy Comptroller will submit a written complaint to the New York State Department of Economic Development's Division of Minority and Women's Business Development ("DMWBD") regarding the Contractor's/subcontractor's noncompliance and shall recommend to DMWBD that it review and attempt to resolve the noncompliance matter. The Deputy Comptroller will serve a copy of the complaint upon the Contractor/subcontractor by personal service or certified mail, return receipt requested.

D. Noncompliance Resolution. DMWBD shall attempt to resolve a noncompliance dispute. If a resolution of the noncompliance dispute is satisfactory to the parties, the parties shall so indicate by signing a document indicating that the matter has been resolved and stating the terms of the resolution. If a resolution is not possible, DMWBD shall take all appropriate actions under statute (Executive Law § 316) and regulation (5 NYCRR § 143.6).

VI. NOTICES

Any legal notice or other legal communication given pursuant to this Agreement shall be in writing and addressed to such party at the address set forth in this Agreement, and shall be effective:

- (i) When delivered personally to the party for whom intended; or
- (ii) Upon actual receipt by the intended party if such notice or other communication is sent by overnight mail service or United State Postal Service mail (certified mail, return receipt requested, or first-class postage prepaid).

The following are the names and contact information for the OSC and the Contractor. The parties must notify each other as soon as possible of any change.

OSC:

Title: Director of Finance
Address: Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

Contractor:

Name:
Title:
Address:

Telephone:

VII. STAFF

- A. Definition.** Contractor's "staff" includes employees, consultants, owners, officers, directors, subcontractors, subsidiaries, affiliates, partners, and agents of the Contractor.
- B. Staff Integrity and Professional Capacity.** The Contractor certifies that the staff provided to perform Services possess the necessary integrity and professional capacity to meet OSC's reasonable expectations. Subsequent to the commencement of Services, whenever the Contractor becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to OSC no longer possesses the necessary integrity or professional capacity, the Contractor shall immediately discontinue the use of such staff and notify OSC. OSC has final approval of any staff furnished to provide Services and may refuse to approve any staff member(s) based on its review of the staff member's responsibility to perform the required Services. OSC reserves the right to bar anyone from access to OSC's premises and/or access to OSC's information resources.
- C. FIRCA.** The Federal Immigration Reform and Control Act, as amended, (8 USC section 1324a et al.) obligates employers, such as the Contractor and its subcontractors, if any, to verify that their staff are legally entitled to work in the United States. The Contractor warrants to OSC that it has verified that its staff assigned to provide Services to OSC are eligible for employment in the United States. The Contractor is responsible for ensuring that its staff retain the authorization to legally work in the United States throughout the term of this Agreement. In order to confirm that its staff are legally entitled to work in the United States, OSC reserves the right to request documentation attesting to such for any of the Contractor's staff assigned work under this Agreement. In accordance with such law, OSC does not discriminate against individuals on the basis of national origin or citizenship.
- D. Responsibility.** The Contractor is fully responsible to OSC for the acts and omissions of the Contractor and its staff in connection with their performance hereunder and their adherence to all contract terms and conditions.

VIII. SUBCONTRACTORS

- A. Notification Obligation.** In the event that the Contractor uses subcontractors to perform any of the Services, the Contractor shall notify OSC of such, and require all proposed subcontractors to complete such Appendices included in this Agreement as are deemed necessary by OSC prior to any such proposed subcontractor's performance of Services. The Contractor acknowledges that this requirement is ongoing for the term of this Agreement, and the Contractor shall disclose to OSC its intention to enter into any subcontracts for the performance of any Services. Failure to disclose the identity of any and all subcontractors used by the Contractor together with a detailed description of their responsibilities may, at the sole discretion of OSC, result in a disqualification of the subcontractor or termination of this Agreement.
- B. Approval.** OSC has the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractors of the Contractor prior to their performance of Services.
- C. Removal.** OSC reserves the right to remove any of the subcontractor's staff if, in OSC's discretion, such staff is not performing in accordance with this Agreement or for any reasonable work-related cause. If the Contractor wishes to replace any subcontractor key staff, such replacement must have the equivalent or better skill levels and experience. The Contractor must provide OSC with a summary of the experience of the proposed replacement and an opportunity to interview that person, prior to OSC's approval or disapproval. Said approval will not be unreasonably withheld. OSC reserves the right to approve or disapprove any proposed changes in subcontractor's key staff.
- D. Responsibility.** The Contractor shall be fully responsible to OSC for the acts and omissions of its subcontractors and of persons either directly or indirectly engaged by them in connection with the performance of this Agreement.

IX. RELATIONSHIP OF PARTIES

- A. Independent Contractor.** The relationship of the Contractor and its staff to OSC shall be that of an independent contractor, and not that of an agent or employee of OSC. The Contractor, as an independent

contractor, shall not have the authority to contract for or bind OSC for any purpose whatsoever. The Contractor covenants and agrees that its staff will not hold themselves out as agents, officers, or employees of OSC, and that they will not make any claim, demand or application for any right or privilege applicable to any officer or employee of OSC, including but not limited to, Workers' Compensation coverage, Social Security coverage, or Retirement System benefits.

- B. Contractor Deliverables.** Any and all reports and other materials (preliminary, final, and otherwise), analyses and data (whether statistical or otherwise), transmitted to OSC by the Contractor ("deliverables") shall become the sole and exclusive property of OSC for such use as OSC deems appropriate.

X. REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Contractor hereby represents, warrants, and covenants that:

- A. Contractor Organization.** The Contractor is an entity duly organized, validly existing, and in good standing under the laws of the State of [STATE], and has authority to conduct business in the State of New York.
- B. Contractor Qualifications.** The Contractor meets the Minimum Qualifications to perform the Services as stated in IFB0001 attached hereto as Exhibit A.
- C. Standards.** The Services provided to OSC under this Agreement will be performed in a professional and workmanlike manner, in accordance with highest applicable industry standards. For the purposes of this Agreement, "highest applicable industry standards" is defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances. Contractor shall re-perform, at its own expense, any work not in compliance with this warranty brought to its attention within 90 days of the initial performance/re-performance of such work.
- D. Compliance with Applicable Law.** In performing the Services, the Contractor and its staff shall comply with all applicable international, federal, state, and local laws, rules, regulations, and governmental requirements now or hereafter in effect relating to the Services.
- E. No Conflicts of Interest.** The Contractor currently has no conflicts of interest with respect to Services and any other client engagements, contract or employment, and that the Contractor shall immediately advise OSC whenever it becomes aware of any situation that involves or appears to involve such a conflict of interest or potential conflict.

XI. CONFIDENTIALITY AND SECURITY

Contractor shall be responsible for: (i) its staff's access to and use of OSC data, digital assets, check stock, forms, tools, and programs (including any information its staff may upload to or download from such programs), (ii) ensuring its staff's compliance with all laws and regulations in providing the Services, and (iii) ensuring staff protect the security of OSC check stock, digital assets, and systems, including any account credentials provided to its staff, which security protections include timely informing OSC when a Contractor staff person's access should be removed.

- A. Confidential Information.** The Contractor shall treat as confidential any and all information disclosed by OSC to the Contractor or its staff verbally, electronically, visually, or in written or other tangible form which is either identified or should be reasonably understood to be confidential. Confidential Information includes, but is not limited to, personal information (any information concerning an individual which, because of name, number, symbol, mark or other identifier, can be used to identify that individual, e.g., home addresses, home telephone numbers, social security numbers, payroll information, account numbers); OSC information technology data and security procedures including those used by OSC to protect the security of its check stock and forms, topology, practices and policies, documentation; financial information; computer codes or other electronic or non-electronic information, the disclosure of which could jeopardize the security of OSC's computer systems; and any other material designated by OSC as being confidential.
- B. Use and Disclosure.** The Contractor shall preserve the confidentiality of any and all Confidential Information viewed, accessed, or developed in providing the Services, and shall:

- View, access, and use Confidential Information solely for the purpose of carrying out its obligations hereunder, and for no other purpose;
 - Use its best efforts to prevent disclosure of the Confidential Information to any person other than to its staff who have a justified business need to know and who are subject to the confidentiality provisions set forth herein; and
 - Treat as confidential all reports and other materials, preliminary, final and otherwise, prepared for or relating to the Services.
1. In the event of a receipt by the Contractor of a valid order or mandatory request for disclosure of Confidential Information from a judicial, administrative, or governmental agency having jurisdiction over it, the Contractor shall, unless prohibited by applicable law, promptly notify OSC thereof. The Contractor shall, to the extent practicable, meet with OSC for purposes of discussing such order or request prior to the submission of a response thereto, and shall, except to the extent prohibited as a matter of law, cooperate and assist OSC in responding to any such order or request.
 2. The Contractor acknowledges that any unauthorized use or disclosure of Confidential Information may cause irreparable damage to OSC. If an unauthorized use or disclosure occurs, the Contractor shall, at its expense, take such steps that are necessary to recover Confidential Information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If the Contractor fails to take such steps in a timely and adequate manner, OSC may take them at the expense of the Contractor.
- C. Retention and Disposal.** All Confidential Information shall remain the property of OSC. Within thirty days after the termination or expiration of this Agreement, the Contractor shall sanitize all Confidential Information, except where the Contractor is required to retain Confidential Information pursuant to applicable law. After the destruction of the Confidential Information, an officer or principal of the Contractor shall certify to OSC, in writing and under penalty of perjury, that such destruction has been completed in accordance with the Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-003 or successor policy. The Contractor shall establish a thorough procedure for the immediate destruction and disposal of all damaged or wasted check stock. For proof of destruction of damaged or wasted check stock, the Contractor must provide OSC with a certificate of destruction that includes destroyed check numbers, together with the date, time, and method of destruction. The Contractor shall provide a copy of such destruction procedures to OSC upon OSC's request and the Contractor's destruction procedure must include the herein stated certificate of destruction requirement.
- D. Compliance with Laws.** In performing the Services, the Contractor shall comply with: (i) all applicable international, federal, state, and local laws, rules, regulations, and governmental requirements now or hereafter in effect relating to the confidentiality or security of confidential information; and (ii) applicable industry standards concerning data protection, confidentiality and information security.
- E. Security.** The Contractor and its staff shall comply with all applicable OSC facility, confidentiality, and information security policies, standards, and procedures made known to the Contractor, including any training required, both present and future, by OSC in performing the Services.
1. The Contractor shall not connect any non-State computer, electronic storage device, or telecommunications equipment to OSC network; e.g., personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets are included in this prohibition.
 2. Where performance of Services involves use by the Contractor of State-owned or licensed, or OSC-owned or licensed, papers, files, computer disks or other electronic storage devices, data, or records at OSC or State facilities or offices, the Contractor shall not remove such records or any data therefrom without the prior written approval from an authorized representative of OSC.
 3. The Contractor shall not remove any OSC Confidential Information or other OSC data from OSC systems or equipment without the prior written approval from an authorized representative of OSC.
 4. The Contractor shall store check stock and printed checks in a secured area at all times. The Contractor shall ensure that the storage area where the check stock and printed checks is stored is adequately protected against damage or loss. The Contractor shall ensure that the check stock is not reproduced unlawfully or lost during production and storage.

5. The Contractor must at all times strictly comply with all security measures and requirements stated within Attachment D (Scope of Work).
6. OSC check stock must remain in the contiguous United States and District of Columbia ("CONUS") at all times. OSC information shall only be accessed, stored or acted upon from within the CONUS. All Services, including services that directly or indirectly access OSC information, shall only be performed from locations within CONUS.

F. Security Incident Notifications

1. To the extent not prohibited by applicable law, the Contractor shall promptly notify OSC in writing upon the occurrence of any Security Incident, as defined in this Section, in the most expedient time possible and without unreasonable delay, but in any event no later than within 48 hours of such occurrence.
2. "Security Incident" means any exploited vulnerability or unauthorized or unlawful access to OSC Confidential Information or to Contractor's systems, network, or equipment. A Security Incident includes any destruction, damage, loss, unauthorized use, unauthorized or unlawful disclosure of Confidential Information, any breach or compromise of the Contractor's computer data, applications, networks or devices (including the applications, networks, or devices of all subcontractors or third-party service providers that access, store, process, or otherwise interact with Confidential Information on behalf of the Contractor), and, in the absence of direct evidence of a Security Incident, any occurrence where it can be reasonably assumed under the circumstances that Confidential Information was exposed, accessed, or disclosed without OSC's prior written authorization.
3. All notices to OSC required under this Section must be made by contacting OSC's Information Security Office first by telephone at 518-474-9487 and then by email to: iso@osc.ny.gov. The notice must include, to the extent such information is available, a description of:
 - the scope of the Security Incident; identification of the vulnerability in the affected system; the amount of time that the vulnerability existed; an identification of potentially compromised Confidential Information; the last time that the attacker (if applicable) had access to the affected systems or Confidential Information; the identity of the unauthorized third party or unauthorized entity that may have accessed or obtained Confidential Information as a result of the Security Incident; and the identification of any misuse of any Confidential Information involved in the Security Incident; and
 - the efforts taken by the Contractor to contain and mitigate the impact of the Security Incident, including any retention of an outside law firm or cyber firm to assist in the effort, the involvement of law enforcement, and a reasonably detailed summary of the results of the investigation of the Security Incident. The Contractor shall promptly update OSC with additional information regarding the Security Incident discovered in the course of its investigation.
4. In the instance of a Security Incident involving Confidential Information, the Contractor shall not notify the New York State Attorney General's Office or any regulating or reporting agency of the Security Incident, or delay such notifications due to law enforcement investigations, without first notifying OSC of the Security Incident and receiving OSC's authorization to make or delay such notifications except as required to comply with the Contractor's legal obligations. OSC shall have final approval over the form, content, mode of transmission, and timing of any notice to be provided concerning a Security Incident involving OSC Confidential Information. OSC's approval of notices and/or public disclosures required by law or other regulations will not be unreasonably withheld or delayed.

XII. BACKGROUND INVESTIGATIONS

- A. **Investigation of Covered Staff.** OSC policy requires that background investigations be conducted on Contractor staff who will have access to OSC's IT systems, access to OSC confidential information, or routine access to any OSC facility ("Covered Staff"). For purposes of this policy, "routine access" is defined

as access to an OSC facility for five consecutive business days or 10 business days over the annual term of the engagement.

B. Background Investigation Certification. Accordingly, with the signing of this Agreement, the Contractor certifies that it (and its subcontractors, if any) has or will conduct a background investigation on Covered Staff prior to the Covered Staff's commencement of Services, including any new or replacement Covered Staff. Only Covered Staff who have passed the background investigation shall be assigned to provide Services. The Contractor (and subcontractors) must obtain, unless prohibited by applicable law, the consent of such Covered Staff to allow the OSC Inspector General ("IG") to audit the results of these background investigations, and (i) to review unredacted background investigation records, including supporting documentation, and (ii) to conduct its own background investigation. OSC reserves the right to prohibit any Covered Staff from providing Services if they do not provide such consent.

C. Requirements. At a minimum, background investigations must include a review/evaluation of the following:

- identity verification, including Social Security Number search 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.

During the term of this Agreement and in accordance with Appendix A (Section 10, Records), the Contractor must maintain records related to the background investigations performed.

XVI. INDEMNIFICATION AND LIABILITY

A. Contractor Liability and Indemnification. The Contractor shall be fully liable for any act or omission of the Contractor and its staff and shall fully indemnify, defend, and hold harmless OSC and the State, their officials, agents, and employees, without limitation, from suits, actions, damages, and costs of every name and description (including reasonable attorneys' fees and expenses) arising from any act or omission of the Contractor or its staff, including bodily or personal injury (including wrongful death); damage to real or tangible personal property (including electronic systems, software and databases); claims and damage resulting from any unauthorized disclosure or access to OSC confidential information; damage to intellectual property; and infringement or violation of a third party's patent, copyright, license, or other proprietary or intellectual property right; provided however that the Contractor shall not be obligated to indemnify OSC for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act of OSC.

B. Third Party Claims. For third party claims, OSC will give the Contractor:

- prompt written notice of any action, claim, suit, proceeding, or threat of such action;
- the opportunity to take over, settle, or defend any such action, claim, suit, or proceeding at the Contractor's sole expense; and
- reasonable assistance in the defense of any such action, claim, suit, or proceeding at the expense of Contractor.

Notwithstanding the foregoing, the State reserves the right to join such action, claim, suit or proceeding at its sole expense, if it determines there is an issue involving a significant public interest.

C. Liability Limitations

1. Neither the Contractor, OSC, nor the State shall be liable for any delay or failure in performance beyond its control resulting from acts of war, hostility or sabotage; act of nature; electrical, internet, or telecommunications outage that is not caused by the obligated party; or government restrictions, or other force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect

of such force majeure events upon performance of their respective duties under this Agreement. If such event continues for more than 90 days, either party may terminate all or any agreed upon portion of the Services immediately upon written notice. This paragraph does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures, or OSC's obligation to pay for Services provided by the Contractor which have been approved by OSC.

2. Notwithstanding the above, neither party shall be liable for any consequential, indirect, or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by OSC, the Contractor, or by others.

- D. Remedies.** OSC may, in addition to other legal remedies available to it, retain from amounts otherwise due Contractor such moneys as may be necessary to satisfy any claim for damages OSC may have against Contractor.

XVII. INSURANCE

During the term of this Agreement, the Contractor must maintain the minimum insurance coverage stated within this Section.

A. Commercial General Liability

The Contractor must maintain Commercial General Liability insurance coverage of at least:

- Each occurrence limit - \$5,000,000
- General Aggregate - \$10,000,000
- Ongoing and Products/Completed Operations – \$5,000,000
- Personal and Advertising Injury – \$1,000,000
- Medical Expense – \$5,000

- B. Umbrella Coverage.** The Contractor must maintain Umbrella insurance coverage of at least \$10,000,000.

- C. Data Breach and Privacy/Cyber Liability.** The Contractor must maintain Data Beach and Privacy/Cyber Liability insurance of at least \$10,000,000 per occurrence, including coverage for failure to protect confidential information, failure of the security of the Contractor's computer systems (and failure to protect the security of OSC's systems where caused by the Contractor), privacy notification costs; and regulatory defense and penalties.

- D. Crime Insurance.** The Contractor must maintain Crime insurance of at \$10,000,000.

- E. Additional Insureds/Loss Payee.** OSC must be an additional insured as to Commercial General Liability, Umbrella, Data Breach and Privacy/Cyber Liability, and Crime insurance coverage.

F. Proof of Insurance Coverage.

1. Workers' Compensation, Disability and Paid Family Leave Benefits

The Contractor must maintain Workers' Compensation, Disability and Paid Family Leave Benefits insurance coverage during the term of the Agreement in accordance with IFB 0001Section 6.13 and must provide proof of coverage to OSC in accordance with said section.

2. Commercial General Liability, Umbrella, Data Beach and Privacy/Cyber Liability and Crime Insurance

Prior to commencing the Services, the Contractor must provide OSC with certificates of insurance demonstrating its respective coverages and applicable limits for its Commercial General Liability, Umbrella, Data Breach and Privacy/Cyber Liability, and Crime insurance are in compliance with the requirements of this Agreement. During the term of this Agreement, the Contractor shall provide OSC with documentation of such insurance at any time upon OSC's request. The certificates of insurance

must contain specific detail so as to adequately advise OSC of the Contractor's compliance with these insurance requirements.

These insurance policies must contain a provision that the policies cannot be canceled, materially changed, or not renewed without at least 30 days prior written notice to OSC (except for non-payment as required by law). In the event of cancellation, material change, renewal or non-renewal of the insurance policies, the Contractor must immediately provide OSC with new certificates of insurance evidencing new, additional, or replacement insurance coverage to ensure continued compliance with the requirements of this Agreement.

By requiring insurance, OSC does not represent that the Contractor's coverage and limits will be adequate to respond to any loss or claim arising from or relating to the Services or to satisfy the Contractor's liability in relation thereto. The Contractor's availability of insurance coverage limits will not be deemed a limitation on the Contractor's liability to OSC under this Agreement.

XVIII. RESPONSIBILITY TERMS

- A. Contractor Representations.** The Contractor covenants and represents that it has, to the best of its knowledge, truthfully and thoroughly completed the Contractor's Vendor Responsibility Questionnaire ("Responsibility Questionnaire") provided to the Contractor by OSC prior to execution of this Agreement. The Contractor further covenants and represents that as of the date of execution of this Agreement, there are no material events, omissions, changes, or corrections to such document requiring an amendment to the Responsibility Questionnaire.
- B. Ongoing Reporting Obligation.** The Contractor shall provide to OSC updates to the Responsibility Questionnaire if any material event(s) occurs requiring an amendment or as new information related to such Responsibility Questionnaire becomes available. The Contractor shall, on an annual basis from the anniversary date of execution of this Agreement, re-certify such Responsibility Questionnaire, noting any changes, whether material or non-material, or submit a certification of "no change" to OSC.

Notwithstanding Subsection (B) hereinabove, OSC reserves the right, in its sole discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to OSC within a reasonable timeframe to be established at OSC's sole discretion.

- C. Determination of Non-Responsibility.** OSC reserves the right to make a final determination of the Contractor's non-responsibility ("Determination of Non-Responsibility") at any time during the term of this Agreement based on (i) any information provided in the Responsibility Questionnaire and/or in any updates, clarifications, or amendments thereof; or (ii) the Contractor's failure to disclose material information; or (iii) OSC's discovery of any other material information which pertains to the Contractor's responsibility. If OSC preliminarily determines the Contractor to be non-responsible, OSC shall provide written notice to the Contractor detailing the reason(s) for the preliminary determination and shall provide the Contractor with an opportunity to be heard before the determination is finalized.

Upon a Determination of Non-Responsibility of the Contractor, OSC reserves the right to terminate this Agreement for cause pursuant to Section XIX. (Termination).

XIX. TERMINATION

- A. OSC Termination or Suspension.** OSC may terminate or suspend this Agreement, or terminate or suspend the Services, with or without cause upon 15 days' prior written notice.

OSC reserves the right to terminate or suspend this Agreement, or to terminate or suspend the Services, immediately upon written notice to the Contractor, if OSC, in its sole discretion, deems the Contractor's performance unsatisfactory at any time during the term of this Agreement.

- B. Effect of Termination or Suspension.** In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to OSC, in its

sole discretion. In the event of suspension, the Contractor shall be entitled to compensation for non-suspended Services which are acceptable to OSC, in its sole discretion.

XX. TRANSITION

Upon expiration or termination of this Agreement, the Contractor shall immediately return to OSC all data, records, check stock, tax forms, and any other OSC property in the Contractor's possession relating to the Services. At OSC's request, the Contractor shall, at then current hourly rates, also make appropriate Contractor staff available to OSC during normal business hours to answer questions regarding such records and the Services which have been provided by the Contractor under this Agreement. The Contractor shall cooperate to the fullest extent with any successor contractor in order to accomplish a smooth and orderly transition, so that the Services are uninterrupted and are not adversely impacted.

XXI. MISCELLANEOUS PROVISIONS

- A. **Waiver**. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.
- B. **Severability**. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- C. **Public COMMUNICATION**. Neither the Contractor nor any of its staff, shall make any statement to the press or issue through any media of communication any statement bearing on the Services performed or data collected under this Agreement, without the prior written approval of OSC.
- D. **Survival**. The provisions of Sections X (Representations, Warranties, and Covenants), XI (Confidentiality and Security), XVI (Indemnification and Liability), XX (Transition), XXI (Miscellaneous Provisions), and Appendix A shall survive the expiration or termination of this Agreement.

XXII. ENTIRE AGREEMENT/APPROVALS

This Agreement and the appendices, exhibits, and attachments hereto constitute the entire Agreement between the parties and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement cannot be changed, modified, or altered in any manner except by an instrument in writing executed by the parties. This Agreement and any amendment hereof shall not be deemed executed, valid, or binding unless and until approved in writing by the New York State Attorney General and thereafter, approved in writing by the OSC Bureau of Contracts pursuant to § 112 of the State Finance Law, and filed in the Office of the State Comptroller.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

In addition to the acceptance of this Agreement, OSC and the Contractor signatures on this page also certify that originals of this signature page will be attached to all other originals of this Agreement.

CONTRACT NUMBER: C00XXXX

[CONTRACTOR]

OFFICE OF THE STATE COMPTROLLER

SIGNATURE

PRINTED NAME

TITLE

DATE

CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF _____ }

COUNTY OF _____ }

SIGNATURE

JEREMY R. DISARE

PRINTED NAME

DIRECTOR OF FINANCE

TITLE

DATE

SS.:

On the _____ day of _____ in the year 20_____, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, acknowledged to me that the person maintains an office at _____, is the _____ of _____, the corporation described in foregoing instrument; and, by authority of the Board of Directors of the corporation, is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and, pursuant to that authority, has executed the foregoing instrument in the name of and on behalf of the corporation as the act and deed of the corporation.

Notary Public
Registration No.

APPROVED AS TO FORM:
NYS ATTORNEY GENERAL

APPROVED:

THOMAS P. DINAPOLI, COMPTROLLER

BY:

DATE

BY:

DATE

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE 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, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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 \$25,000, 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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 and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-8467364
Email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

June 2023

APPENDIX B
NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
CONTRACTOR'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE

INSTRUCTIONS: Contractor must complete and submit this form as part of the Agreement.															
Contractor Name:								Federal Identification Number:							
Address:								Contract Number:							
City, State, Zip Code:								M/WBE Participation Goals Assigned: MBE <u>N/A</u> % WBE <u>N/A</u> %							
Does the Contractor have an existing EEO Policy? (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)								Is the Contractor ESD Certified: (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, provide ESD Certification Number and Expiration Date.)							
<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.								<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.							
Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Contractor during the performance of this State Contract.															
JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)														
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												Total Columns A – N
			White		Black or African- American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL:															
Prepared by (signature): _____															
Name of Preparer		Title of Preparer		Date		Telephone Number		Email Address							

NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
CONTRACTOR'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE

Location and Description of Work to be Performed (expand as necessary):

INSTRUCTIONS FOR COMPLETING CONTRACTOR'S EEO STAFFING PLAN OF ANTICIPATED WORKFORCE FORM

RACE AND ETHNIC IDENTIFICATION*

For the purpose of completing this form, OSC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.

Submission of this form constitutes the Contractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this State Contract and OSC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the term of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting this form, the Contractor agrees (i) to provide OSC access to all documentation, records, reports, facilities, etc. which OSC may deem necessary to determine Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.

*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eeo1survey/2007instructions.cfm.

**NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT**

PART A – INSTRUCTIONS: All Contractors/Subcontractors must complete and submit this form on a semi-annual basis in accordance with terms of Agreement.

Contractor/Subcontractor Name:	
Address:	Federal Identification Number:
City, State, Zip Code:	Contract Number:
Does the Contractor have an existing EEO Policy? (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach current copy of EEO Policy Statement.)	
Does the Contractor have an existing Affirmative Action Program? (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (if Yes, attach description of Affirmative Action Program)	Is the Contractor ESD Certified: (Check one): <input type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, provide ESD Certification Number and Expiration Date.) _____
<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>can</u> be separated out from the Contractor's/Subcontractor's total workforce.	<input type="checkbox"/> Check box if the information provided below reflects only the workforce to be utilized in the performance of this State Contract that <u>cannot</u> be separated out from the Contractor's/Subcontractor's total workforce.

Enter in the following Job Categories the total number of staff by race, sex, and ethnic status to be utilized by the Bidder during the performance of this State Contract.

JOB CATEGORIES (as defined in the Instructions attached)	RACE/ETHNICITY OF ANTICIPATED WORKFORCE (Report employees in only one category as defined in the Instructions attached.)														
	Hispanic or Latino		(NOT HISPANIC OR LATINO)												Total Columns A – N
			White		Black or African- American		Native Hawaiian or Other Pacific Islander		Asian		American Indian or Alaska Native		Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	
Executive/Senior Level Officials and Managers															
First/Mid-Level Officials and Managers															
Professionals															
Technicians															
Sales Workers															
Administrative Support Workers															
Craft Workers															
Operatives															
Laborers and Helpers															
Service Workers															
TOTAL:															

PART C – Prepared by (signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address

NEW YORK STATE OFFICE OF THE STATE COMPTROLLER
CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT

Description of Services or Supplies Provided (expand as necessary):

INSTRUCTIONS FOR COMPLETING CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT FORM

RACE AND ETHNIC IDENTIFICATION*

For the purpose of completing this form, OSC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.

CONTRACTOR'S/SUBCONTRACTOR'S EEO WORKFORCE UTILIZATION REPORT SUBMISSION REQUIREMENTS

Please submit completed Form AC 3239-B semi-annually, in accordance with the terms of the State Contract to:

New York State Office of the State Comptroller
Bureau of Financial Administration, Attn: M/WBE Specialist
110 State Street, Stop 13-2
Albany, NY 12236

Submission of this form constitutes the Contractor's/Subcontractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this State Contract and OSC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.

By submitting this form, the Contractor agrees (i) to provide OSC access to all documentation, records, reports, facilities, etc. which OSC may deem necessary to determine Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.

Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.

*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eeo1survey/2007instructions.cfm.

APPENDIX C

OSC POLICY STATEMENT ON DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT

DISCRIMINATION AND HARASSMENT

It is the policy of the Office of the State Comptroller ("OSC") to provide a workplace that is free of discrimination and harassment based on race, color, sex (including sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender), creed or religion, age, national origin, disability, marital status, military or veteran status, predisposing genetic characteristics, domestic violence victim status or any other classification protected by state or federal law, rule or regulation or executive order.

Discrimination is defined as the failure or refusal to hire, promote, or train an individual or treat that individual equally with respect to compensation, terms, conditions or privileges of employment because of that individual's membership in any one of the above classes. Harassment based upon a person's membership in any of the above classes is included within the definition of discrimination.

In keeping with its policies, OSC reaffirms that it will not tolerate such discrimination or harassment in its workplace and that it will take appropriate action to prevent and stop the occurrence of such conduct in its workplace. OSC employees and any third parties who interact with OSC employees in the workplace are expected to avoid any behavior or conduct that could be interpreted as discrimination/harassment based on membership in any of the above classes.

Examples of conduct that may constitute harassment based upon membership in one of the above classes include, but are not limited to:

- kidding or teasing related to membership in, or characteristic of one of the above classes, such as laughing at or mimicking someone's physical or mental impairment, foreign accent, etc.;
- using ethnic or racial slurs;
- conduct that denigrates or shows hostility toward an individual because of protected class status, and that has the purpose or effect of creating an intimidating, hostile or offensive environment; and
- telling jokes that belittle a member or members of one of the above classes.

SEXUAL HARASSMENT

Sexual harassment, a form of discrimination, is defined as unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- such conduct is made either explicitly or implicitly a term or condition of employment;
- submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment; or
- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment, even if the complaining individual is not the intended target of the sexual harassment.

Examples of sexual harassment include, but are not limited to, sexual innuendo; suggestive comments; sexually-oriented kidding, teasing or practical jokes; jokes about gender-specific traits; jokes about sexual orientation, or perceived masculinity or femininity of individuals; foul or obscene language or gestures; display of foul, obscene or sexually suggestive printed or visual material; physical conduct such as touching or patting; sexually-oriented email or phone mail messages; suggestive or obscene letters, notes, or invitations; inappropriate discussions of a person's physical appearance; or unwelcome gifts and attention.

A perpetrator of harassment can be a superior, subordinate, co-worker or anyone in the workplace, including an independent contractor, contract worker, vendor, client, customer or visitor.

Questions about what behavior constitutes discrimination or harassment, including sexual harassment, or requests for OSC Executive Orders and policies on such matters may be directed to the OSC Division of Diversity Management at (518) 473-1368.

APPENDIX D

OSC EXECUTIVE ORDER ON PROCUREMENT INTEGRITY

Whereas, it is the policy of the Office of the State Comptroller (OSC) and the New York State Common Retirement Fund (CRF) to procure goods and services in a fair, equitable and open manner and to protect the procurement process from improper influences; and

Whereas, procurement lobbying activities must be monitored and documented to assure the integrity of the procurement process;

Now, therefore, I, Thomas P. DiNapoli, Comptroller of the State of New York, in consideration of the foregoing, do hereby order as follows;

1. **Applicability.** This executive order applies to determinations by OSC or CRF to award a contract for the acquisition of any goods, services, or information technology. Decisions to invest or disinvest CRF assets in securities, properties, or other investment vehicles, and selections of investment advisors or managers whose services are integral to the administration of CRF investments, remain subject to the Comptroller's fiduciary responsibility to administer the CRF prudently to increase and preserve CRF assets on behalf of its beneficiaries. In addition, selection of counsel to represent the CRF in transactional, investment or litigation matters remain subject to the Comptroller's fiduciary responsibilities. Although such CRF investment decisions and selections are not subject to this executive order, they shall be made in a fair and equitable manner, in accordance with the Comptroller's fiduciary responsibilities.
2. **General Counsel.** The General Counsel shall have general responsibility for the prevention of improper influence relative to all procurement contracts awarded by OSC or CRF. The General Counsel shall form such committees or draw upon OSC staff as needed to fulfill this responsibility.
3. **Procedural Controls.** The General Counsel shall develop, in consultation with the executive staff of OSC, procedural controls in the form of written Procurement Integrity Procedures. Such procedures shall:
 - a. require that decisions made on the award of procurement contracts shall be made in accordance with Article 11 of the State Finance Law, free from any improper influence;
 - b. require that any OSC employee who has direct knowledge of any improper influence or attempted improper influence shall immediately make a record of the improper influence or attempted improper influence relating to a bid, proposal or a procurement contract and notify the General Counsel or appropriate Division of Legal Services staff designated by the General Counsel;
 - c. prohibit contact relating to a bid or proposal, during the procurement process, between all OSC personnel involved in the determination of the procurement contract award and any employee, agent, or consultant of a bidder or proposer competing for the contract, except for contacts authorized by the procedures established pursuant to this executive order;
 - d. establish procedures for appropriate contacts between OSC personnel involved in the determination of a procurement contract award and the employees, agents or consultants of a bidder or proposer for the purpose of clarifying a bid or proposal. Such authorized contacts shall only be for the purpose of providing information to OSC personnel to assist them in understanding and assessing the qualities, characteristics and anticipated performance of a product or service offered by a bidder or proposer, and shall occur only at such times and in such manner as have been authorized by the procedures established pursuant to this executive order;
 - e. provide for appropriate contacts between OSC personnel and the employees, agents or consultants of a proposer for the purpose of negotiating contract terms after the evaluation of bids or proposals and selection of a contractor have been completed;
 - f. establish a process for the review by the General Counsel of any allegations of improper influence or attempted improper influence, and for the imposition of sanctions if such improper activity has been found to exist.

4. Incorporation of Procedural Controls in Contract Documents. The Procurement Integrity Procedures required by this executive order shall be incorporated into all OSC and CRF procurement solicitations and contracts.
5. Periodic Review. The General Counsel shall periodically review the Procurement Integrity Procedures with OSC personnel in order to ascertain potential areas of exposure to improper influence and to adopt desirable revisions for more effective avoidance of improper influences.
6. Sanctions. Any OSC employee who violates the Procurement Integrity Procedures may be subject to disciplinary action. Any vendor who violates the Procurement Integrity Procedures may be found to be a non-responsible vendor, and on the basis of such finding, may be ineligible to receive a contract award.

_____/s/_____
Thomas P. DiNapoli
Comptroller, State of New York

Last Revised Date: March 14, 2007
Original Date: February 14, 2002

OSC PROCUREMENT INTEGRITY PROCEDURES

In order to ensure that procurements of goods or services² by the Office of the State Comptroller (OSC) or the Common Retirement Fund (CRF) are conducted in a fair, equitable and open manner, the procedures set forth below shall apply to the procurement process.

The General Counsel to the Comptroller shall have general responsibility for the prevention of improper influence relative to all procurement contracts awarded by OSC or CRF.

A copy of these Procurement Integrity Procedures will be given to every OSC employee, consultant, or other person assigned to any task related to an OSC or CRF procurement. A copy of these procedures will be incorporated into every Request for Information (RFI), Request for Proposals (RFP) or Invitation for Bids (IFB) issued by OSC or CRF.

Any OSC employee who violates these procedures may be subject to disciplinary action, such as a reprimand, suspension, demotion, or dismissal. Any vendor who violates these procedures may, after notice and an opportunity to be heard, be determined to be a non-responsible vendor, and on the basis of such a determination may be ineligible to receive a contract award.

Every reasonable effort will be made to assure compliance with these procedures, but a minor deviation from these procedures that does not impair the fairness and integrity of the procurement process will not require the invalidation of a contract award.

1. OSC employees must provide every interested vendor³ with an equal opportunity to compete. No information may be given to one vendor without being made available to all other interested vendors. Vendors should be asked to submit every substantive question⁴ concerning the procurement in writing not later than the date specified by OSC for such questions; and a copy of each question, together with OSC's written answer, should be supplied to all interested vendors and included in the procurement record.
2. Unless otherwise directed by the General Counsel to the Comptroller, OSC's Assistant Comptroller for Administration or a designee will serve as the coordinator for all procurement-related contacts between OSC personnel and vendor personnel. All telephone calls, correspondence, and meeting requests must be routed to: Assistant Comptroller for Administration, Office of the State Comptroller, 110 State Street – 13th Floor, Albany, NY 12236, telephone: (518) 474-7574, Fax: (518) 473-9377, Email: RFP@osc.state.ny.us. OSC's Assistant Comptroller for Administration, or a designee, will maintain a record of all such contacts.
3. A vendor may not exert or attempt to exert any improper influence⁵ relating to the vendor's bid or proposal. Any OSC employee who has direct knowledge of any improper influence or attempt to exert an improper influence concerning a procurement contract shall immediately make a record of the improper influence or attempted improper influence and notify the General Counsel to the Comptroller. The General Counsel to the Comptroller shall thereupon cause an investigation to be made and shall recommend such action, if any, as may be necessary.

² These procedures apply to determinations by OSC or CRF to award a contract for the acquisition of any goods, services, or information technology, except that they do not apply to (i) decisions to invest or disinvest CRF assets in securities, properties, or other investment vehicles, (ii) selections of investment advisors or managers whose services are integral to the administration of CRF investments, and (iii) selection of counsel to represent the CRF in transactional, investment or litigation matters. Such CRF investment decisions and selections remain subject to the Comptroller's fiduciary responsibilities, and are to be made in a fair and equitable manner in accordance with those responsibilities.

³ For the purposes of these procedures, the term "interested vendor" means a person or firm that has received or requested a Request for Information (RFI), an RFP, or an IFB issued by OSC or CRF.

⁴ For the purposes of these procedures, the term "substantive question" means an inquiry concerning a material requirement of the procurement process, such as a technical specification or a financial prerequisite. The term does not apply to ministerial matters, such as the time and place or manner of submitting a bid or proposal.

⁵ For the purposes of these procedures, the term "improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a bid or proposal based on considerations other than the merits of the proposal, including but not limited to, any conduct prohibited by the Ethics in Government Act, as set forth in Public Officers Law sections 73 and 74.

4. Unless otherwise directed by the General Counsel to the Comptroller, OSC's Assistant Comptroller for Administration or a designee will be responsible for approving and scheduling all contacts between OSC employees and vendor personnel concerning procurements.
5. Vendors are expected to obtain information relating to an OSC or CRF procurement only from an OSC employee or other person designated by OSC. Vendors who seek information from other sources are cautioned that they rely on such information at their own risk.
6. Every IFB and RFP shall require vendors to identify in their bids or proposals the persons authorized to represent the vendor by name, address, telephone number, place of principal employment and occupation. This requirement applies not only to vendor employees involved in the submission of the vendor's bid or proposal but also to every individual or organization employed or designated by the vendor to attempt to influence the procurement process⁶. If, after submission of a bid or proposal, a vendor retains an individual or organization to attempt to influence the procurement process, then the name, address, telephone number, place of principal employment and occupation of such individual or organization shall be disclosed in writing to OSC or CRF prior to any contact with OSC or CRF and such disclosure shall be included in the procurement record. IFBs and RFPs shall require that vendors indicate in their bids or proposals or subsequent disclosures whether each contact individual or organization has a financial interest in the procurement.
7. All contacts between OSC personnel and vendor personnel during which a procurement-related matter is discussed in any way must be by telephone, in writing, or in person at the place of business of OSC or the vendor or at a place designated by OSC. Written documentation of all such discussions must be filed by the Assistant Comptroller for Administration or designee in the procurement record.
8. During the procurement process no lunch, dinner, or other meal shall be accepted by a member of the OSC staff from an interested vendor, except that a presentation, interview or similar session occurring at the place of business of OSC or a vendor or at a place designated by OSC may include a refreshment break.
9. The evaluations of competing bids or proposals and the recommendations and deliberations of OSC evaluation or selection committees shall be based solely on the merits of the bids or proposals, free from any improper influence.
10. Prior to the public release by OSC or CRF of an Invitation for Bids (IFB) or Request for Proposals (RFP), no OSC employee may disclose the contents of any portion of an IFB or RFP to any person not employed by OSC or any other person not authorized by the Assistant Comptroller for Administration or designee unless such disclosure is specifically authorized by the Assistant Comptroller for Administration, who shall only authorize such disclosure if he or she determines that such disclosure will not impair the fairness and integrity of the procurement process.
11. The evaluation of competing bids or proposals shall be conducted strictly in accordance with the detailed evaluation and selection procedures documented in the procurement record prior to the initial receipt and opening of the bids or proposals. The Assistant Comptroller for Administration or a designee shall issue the detailed evaluation and selection procedures to the members of the evaluation and selection committees prior to the distribution of the bids or proposals to the committee members for evaluation.
12. During the evaluation and selection phases of the procurement process, no OSC employee may disclose any part of a bid or proposal to any other person, except that (i) a member of an evaluation or selection committee may discuss a proposal with another member of the same committee, and (ii) a member of an evaluation or selection committee may disclose a proposal or a portion of a proposal to a person assigned to assist in the evaluation or selection process, as described below.

⁶ For the purposes of these procedures, the term "attempt to influence the procurement process" means any attempt to influence any determination by OSC or CRF by a person other than an OSC employee with respect to (i) the solicitation, evaluation or award of a procurement contract; or (ii) the preparation of specifications or request for submissions of bids or proposals for a procurement contract.

13. With the approval of the Assistant Comptroller for Administration or designee, evaluation or selection committees may appoint OSC employees or other experts to provide supporting services or information to assist in the evaluation of proposals and the selection of a contractor.
14. At the discretion of the Assistant Comptroller for Administration or a designee, any person to whom a bid or a proposal or a portion of a bid or a proposal is disclosed may be required to comply with a written non-disclosure or confidentiality agreement setting forth the terms and conditions under which such person is entrusted with the bid or proposal or portion thereof.

October 11, 2011

APPENDIX E
CONTRACTOR'S CERTIFICATIONS/ACKNOWLEDGEMENTS

SIGNATURE AUTHORITY
The Contractor* and the person signing on behalf of the Contractor certify that such person is authorized to sign on behalf of the Contractor and has the express authority to contractually bind the Contractor.
ACKNOWLEDGEMENT OF RECEIPT OF OSC'S POLICY STATEMENT ON DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT
The Contractor and the person signing on behalf of the Contractor acknowledge receipt of the OSC Policy on Discrimination and Harassment, Including Sexual Harassment (Appendix C), and each agrees to abide by the terms of Appendix C.
CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW § 139(L) REGARDING SEXUAL HARASSMENT POLICY AND ANNUAL TRAINING
"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."
NON-COLLUSIVE BIDDING CERTIFICATION
<p>"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of [such persons] knowledge and belief:</p> <ol style="list-style-type: none">1. The prices in this bid 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 competitor;2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other competitor; and3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
CONTRACTOR'S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF OSC EXECUTIVE ORDER ON PROCUREMENT INTEGRITY
The Contractor and the person signing on behalf of the Contractor acknowledge receipt of the OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures (Appendix D). By submission of this bid, the Contractor and the person signing on behalf of the Contractor each affirms, under penalty of perjury, that they understand and will comply with the terms of Appendix D.

* All reference to "bidders" within this Appendix E includes proposers and Contractors. Reference to "bids" includes proposals and other responses to solicitations.

**THE SIGNATURE(S) BELOW INDICATES AGREEMENT WITH EACH OF THE ABOVE CERTIFICATIONS/
ACKNOWLEDGEMENTS**

<hr/> PROPOSER NAME	<hr/> JOINT PROPOSER NAME (IF ANY)
<hr/> SIGNATURE	<hr/> SIGNATURE
<hr/> PRINTED OR TYPED NAME	<hr/> PRINTED OR TYPED NAME
<hr/> TITLE	<hr/> TITLE
<hr/> DATE	<hr/> DATE

Add additional signature lines below for additional Joint Proposers, as necessary.

October 24, 2023

APPENDIX F

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

Have you been found by any governmental entity to be non-responsible within the past four years from the date of this bid due to:

1. Impermissible contacts or other violations of New York State Finance Law Section 139-j (e.g., conduct prohibited by the ethics provisions of the New York State Public Officers Law)?

☐ Yes

☐ No

2. Intentional provision of false or incomplete information to a governmental entity?

☐ Yes

☐ No

If your answer to either of the above is “Yes,” please attach a written explanation indicating the date of the non-responsibility finding, the entity that found you to be non-responsible, and the circumstances surrounding such finding (including any written finding of non-responsibility issued by such entity).

By my signature on this form, I certify that all information disclosed to the State is complete, true, and accurate with regard to prior non-responsibility findings within the past four years based on (i) impermissible Contacts or other violations of New York State Finance Law Section 139-j, or (ii) the intentional provision of false or incomplete information to a governmental entity.

Signature

Printed or Typed Name

Title

Procurement Number

Date

August 15, 2014