

THOMAS P. DINAPOLI
COMPTROLLER OF THE STATE OF NEW YORK



REQUEST FOR PROPOSALS

RFP #0001

ONLINE FINANCIAL LITERACY PROGRAM

ISSUED: FEBRUARY 28, 2025

AMENDED: APRIL 11, 2025

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1.0 CALENDAR OF EVENTS

<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	February 28, 2025
Deadline for Submission of Written Questions	March 21, 2025 4:00 p.m. ET
Responses to Written Questions Posted (on or about)	April 11, 2025
Deadline for Submission of Proposals	May 9, 2025 4:00 p.m. ET
Anticipated Start of Product Demonstrations and Interviews (if determined to be necessary)	August 25, 2025
Anticipated Notification of Award	October 3, 2025
Anticipated Approval of Contract	December 29, 2025
Anticipated Commencement of Work	December 29, 2025

2.0 EXECUTIVE OVERVIEW

2.1. Overview

Through this Request for Proposals (“RFP”), Thomas P. DiNapoli, Comptroller of the State of New York (the “Comptroller”), as Administrative Head of the New York State and Local Retirement System (“NYSLRS”) is seeking proposals from qualified vendors (“Proposers”) to provide online financial literacy courses targeted toward the 1.2 million members, retirees, and beneficiaries of NYSLRS. The selected Proposer will provide an online personal financial literacy program (the “Program”) that provides on demand financial training courses and assessments, and software support and maintenance. The Program will offer content for all knowledge levels and career stages, and interactive tools for learning and financial planning. The Program should be easily accessible by NYSLRS members (“members” includes public sector employees at the State and local level, retirees, and beneficiaries); and offer members the ability to enhance their knowledge of personal financial issues.

The RFP and subsequent contract will be administered by the New York State Office of the State Comptroller (“OSC”) on behalf of NYSLRS. References herein to OSC will be deemed to include NYSLRS, however, at times, for clarity, OSC and NYSLRS may be referenced separately.

2.2. Background

Comptroller DiNapoli has called the lack of personal financial literacy a “national epidemic leading to widespread financial insecurity” and has ordered the development of a comprehensive financial literacy program.

Studies from the Mission Square Research Institute report that many public sector employees face financial struggles. Key findings show nearly 1/3 of public sector employee households would find it difficult to come up with \$400 in the event of an emergency, 24% do not feel financially secure, 64% are worried about inflation, and 68% worry about personal financial issues while at work. Detailed information on the Mission Square Research Institute’s findings is available at:

<https://research.missionsq.org/resources/few-financial-literacy-programs-for-local-government-employees-despite-need>.

Financial literacy leads to financial wellness and builds the foundation for successfully managing money for one's lifetime. Without this knowledge, a person is at a distinct economic disadvantage. To this end, NYSLRS intends to procure a comprehensive online financial literacy program to help its members improve their financial knowledge and skills, allowing them to make well-informed personal financial decisions.

2.3. General Program Expectations

The overarching goal of the Program is to improve the financial knowledge of NYSLRS members so they can make better decisions affecting their current finances and future retirement. The Program will be provided virtually, at no cost to all users who enroll.

The Program should provide a varied range of financial literacy topics, including courses covering personal finance, budgeting, 529 college savings plans, ABLE (Achieving a Better Life Experience) plans, and credit and debt management. Additional topics may include first-time home buying, deferred compensation plans, defined benefit pensions, Social Security, Medicare, insurance (e.g., automobile, home, health, life), credit scoring, retirement planning, financing higher education, estate planning, banking, tax planning, fraud awareness, and consumer protection. Ideally, the Program would recommend potential course topics for users based on their knowledge, needs, and interests.

The Program must be capable of measuring a user's initial financial knowledge prior to completing any Program modules. OSC prefers the Program also be capable of measuring a user's financial knowledge after completing Program modules. Ideally, users should be able to complete each instructional module within a course topic in four to six minutes, but no longer than 20 minutes.

2.4. Important Information

This RFP outlines the terms and all applicable information required for submission of a proposal. Proposers should pay strict attention to the Deadline for Submission of Proposals in Section 1.0 (Calendar of Events) to prevent disqualification. Proposers should follow the format and instructions contained in this document. Appendix D (OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures) impacts the procurement and potential Proposers are encouraged to read and understand these procedures.

The Proposer is encouraged to review 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 RFP and will be incorporated, without change or amendment, into the contract entered into between NYSLRS and the selected Proposer. By submitting a response to the RFP, the Proposer agrees to comply with all the provisions of Appendix A if selected for contract award.

The Proposer is encouraged to review, and have Legal counsel review, Attachment G (Draft Contract) as the Proposer must be willing to enter into a contract substantially in accordance with the terms of Attachment G should the Proposer be selected for contract award.

2.5. Term of the Agreement

NYSLRS anticipates that the Agreement term will not exceed 63 months. The Agreement term will begin upon contract approval by the OSC Bureau of Contracts. NYSLRS intends that the subscription services continue for five years after implementation (meaning after the Program is placed into production, "Go-Live"). Therefore, the term of the Agreement ("Term") will include the implementation period (which NYSLRS anticipates will be completed within three months of the Agreement's commencement date) and the five-year subscription period. Should implementation exceed the planned three-month period, NYSLRS may, upon written notice to the Contractor, extend the Agreement Term to ensure OSC receives five full years of subscription services.

2.6. Single Source of Responsibility

NYSLRS envisions that each proposal will be submitted by a Prime Proposer (the “Prime”). The Prime will serve as the single source of responsibility for the delivery of all contract deliverables and services as described in Section 5.0 (“Services”). While the Services may be provided by the Prime, its subcontractors, and/or via a joint venture (e.g., a partnership or a consortium with other vendors), the Prime is responsible for the efforts of any subcontractors/partners/joint venturers (collectively, “Subcontractors”), including their compliance with contract provisions.

3.0 MINIMUM QUALIFICATIONS TO PROPOSE

Proposers must meet the following Minimum Qualifications in order to be eligible to submit a proposal:

3.1. The Proposer must:

- A.** have two years’ experience offering a secure, qualifying online financial literacy program.

Qualifying means that the program:

- 1. has an assessment tool to analyze and report a baseline of a user’s financial knowledge;
- 2. recommends potential course topics for users based on their knowledge, needs, and interests; and
- 3. is hosted by either the Proposer or a Subcontractor.

- B.** have three current clients who have each used the Proposer’s qualifying program for at least one year; at least one of which must be a public sector entity. The Proposer must provide contact information for each of the three clients on Attachment F (References).

3.2. The Program must:

- 1. be capable of being accessed by a minimum of 25,000 users annually, and
- 2. not include references, links, or other associations with commercial services or products.

- 3.3.** All features and functionality of the Program must be accessible (i) from personal computers (e.g., laptops, desktops) using the current versions of Microsoft Windows and Apple MacOS operating systems, and Firefox, Edge, Chrome, and Safari browsers, and (ii) from mobile devices (e.g., smart phones, tablets) using the current versions of the iOS and Android mobile operating systems, and Firefox, Chrome, and Safari mobile browsers.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

4.0 POST-AWARD SECURITY AND CONFIDENTIALITY VERIFICATION

The selected Proposer must minimize its collection of personal information to only that which is necessary to provide the Services. Personal information means any information concerning a natural person that, because of symbol, mark, or other identifier, can be used to identify that person. NYSLRS anticipates that the selected Proposer may ask participants to identify basic demographic and financial information (e.g., age range, the existence of household debt). The selected Proposer is prohibited from requesting or collecting users: (i) home address or telephone number; (ii) passport, bank account, credit card, drivers’ license, or Social security number; or (iii) information that is explicitly defined as a regulated category of data under any applicable data privacy or data protection laws.

In addition to such personal information, the selected Proposer will have access to confidential information, meaning any non-public information that is either identified or should be reasonably understood to be confidential ("Confidential Information"). Confidential Information includes sensitive or confidential information about a person that (i) could be used for purposes of identity theft, other fraud, or financial harm, or (ii) is of such a private nature that the disclosure of the information could cause embarrassment, injury to reputation, humiliation, or other harm to the person.

All personal information is Confidential Information.

It is NYSLRS's intention to limit the Confidential Information that users will be required to provide to the selected Proposer. The selected Proposer must ensure the confidentiality of Confidential Information, regardless of how such information is disclosed or supplied to, or developed by the selected Proposer, or whether such Confidential Information was conveyed verbally, electronically, visually, or in written or other tangible form.

Upon notification of conditional award (see Section 9.8), the conditionally awarded Proposer must demonstrate to NYSLRS that its security measures, processes, standards, and policies sufficiently align with the security standards set forth in this Section and as required by applicable law and regulation. In addition, the Proposer must demonstrate to NYSLRS that it has conducted appropriate due diligence on its Subcontractors, including any affiliate or third-party service provider, who will access (i.e., process, store, access, transmit, receive, or come into contact with) any of the Confidential Information to be provided to or collected as part of the Services (defined herein as "Processor").

The selected Proposer must ensure that its Processors comply with all of the confidentiality and security requirements that are applicable to the selected Proposer in their handling of Confidential Information.

The selected Proposer must:

- A. Compliance with Statutes, Rules, and Regulations.** Comply with all applicable statutes, rules, and regulations, including New York State General Business Law § 899-aa and § 899-bb.
- B. Security Framework.** Demonstrate that its systems comply with an industry- or government-accepted security framework (e.g., NIST, FedRamp, ISO 27000 series). The selected Proposer must provide evidence of its compliance via third-party assessment (e.g., SOC2 type 2) or certification, or other documentation satisfactory to NYSLRS, demonstrating that it has implemented sufficient physical, technical, administrative, and organizational safeguards to ensure that data is managed securely and is protected from attacks like malware, ransomware, and data theft, and demonstrating its compliance with applicable laws and regulations.

NYSLRS expects that selected Proposer will:

- 1. Conduct regular, at least weekly, vulnerability scanning of the Program website and associated systems. Remediate any vulnerabilities promptly or document why remediation is unnecessary or unsuitable. Remediation and patch management must be prioritized and addressed in accordance with the severity of the vulnerability.
 - 2. Employ an external vendor to conduct penetration testing on all systems that access Confidential Information and remediate penetration test findings promptly.
 - 3. Ensure that applications and infrastructure components used by the Proposer are regularly updated with the latest versions, patches, and security fixes, ensuring they function optimally and are protected against potential vulnerabilities.
- C. Data Access.** Only access, use, disclose, and retain Confidential Information for the sole purpose of providing the Services. The selected Proposer is prohibited from disclosing to third

parties any of the Confidential Information accessed in connection with the Services, except as required to provide the Services.

- D. Data Requests.** Notify NYSLRS of any request by a third party to access any Confidential Information in the selected Proposer's possession or control. The selected Proposer must also notify NYSLRS of any request by an individual to exercise that individual's rights under applicable data protection laws. No information should be provided by the Selected Proposer in response to such a request absent written approval from NYSLRS.
- E. Data Analytics.** Segregate Confidential Information from the data of other clients. The selected Proposer is prohibited from using, accessing, or performing analyses of any kind on Confidential Information or Program-related data, regardless of whether such data is anonymized or aggregated, except as necessary to perform the Services or as otherwise agreed to in writing by NYSLRS.
- F. Incident Response.** Implement, maintain, test, and update an incident response plan. The selected Proposer must describe its incident response procedures.

An "incident" is an event that compromises or is suspected to compromise the security, confidentiality, integrity, or availability of Confidential Information.

In its response, the selected Proposer must identify the period in which the Proposer will provide OSC with notice of an incident that has impacted Confidential Information or is reasonably expected to have impacted Confidential Information (e.g., immediately, four hours, 24 hours, 48 hours [this agreed-upon time period will be incorporated into the Agreement, see Section XV.E of the draft contract]), and how the selected Proposer plans to update OSC as incident analysis occurs. The selected Proposer must identify what assistance the Proposer will provide to OSC in responding to an incident, including any required notifications to affected individuals. The selected Proposer must describe to what extent the Proposer will bear the responsibility for costs related to the incident, including remedies to be offered to affected individuals.

- G. Data Retention and Destruction.** The selected Proposer must describe its practices, policies, and procedures regarding the destruction of Confidential Information, including:
1. whether the selected Proposer is subject to any legal or regulatory requirements or professional standards that might require retention of any of the Confidential Information after expiration or termination of the Agreement. If that information must be retained, identify the retention period and describe how the selected Proposer intends to ensure the confidentiality of the Confidential Information;
 2. the sanitization method the selected Proposer will apply to Confidential Information;
 3. whether an officer or principal of the selected Proposer will certify to NYSLRS in writing that such sanitization has been completed in accordance with the New York State Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-003 found at:

https://its.ny.gov/system/files/documents/2022/10/nys-s13-003_sanitization_secure_disposal_standard.pdf

If the selected Proposer will not provide such certification, specify the scope of any such certification of destruction that it will provide.

NYSLRS prefers that all systems and individuals with access to Confidential Information be physically located within the contiguous United States ("CONUS"), including any customer service representatives and support staff.

NYSLRS may decline to make a final award to any conditionally awarded Proposer that NYSLRS concludes is unable to demonstrate that its security measures, processes, standards, and policies (and those of its Processors) sufficiently align with the security standards set forth in this RFP and as required by applicable law or regulation. Upon such determination, NYSLRS may elect to grant the award to the next-highest scoring Proposer. NYSLRS may simultaneously engage in discussions with multiple Proposers regarding their security practices.

5.0 SERVICES

This Section describes the online financial literacy program and associated services (“Services”) that must be provided by the selected Proposer. Proposers must be able to provide all the Services throughout the Agreement Term.

NOTE: Proposers should address all requirements of this Section in their Technical proposal, recording their responses on Attachment D (Technical Response Form).

5.1. Program Requirements

A. Program Analytics/Reporting

1. The Program must have a tool that is capable of measuring and reporting improvements in users’ financial literacy over time. For example, the Program should be able to measure and report the following:
 - a. a baseline of a user’s financial knowledge;
 - b. the number of users enrolled in the Program;
 - c. the number and types of modules completed by all users (NYSLRS expects that users will complete at least two modules after the initial financial assessment);
 - d. users’ ability to articulate their financial goals;
 - e. users’ ability to set a budget;
 - f. the number of users reporting participation in either deferred compensation, ABLE, or 529 accounts;
 - g. the existence of household savings (and any increase over time);
 - h. the existence of emergency savings (and any increase over time);
 - i. decrease in personal debt, particularly credit card debt;
 - j. improvements in users’ understanding of estate planning, securing a mortgage, and insurance programs; and
 - k. the aggregate financial stress level of all users.
2. The Program must have a feature that allows NYSLRS to identify users’ interactions with the Program, which such information may be used to improve programming and/or funding decisions. For example, the Program should allow NYSLRS to identify:
 - a. the number of course registrations;
 - b. the most popular courses by views and by those completed;
 - c. return login rate;
 - d. page views per visit; and
 - e. average time per visit.

3. During the Term of the Agreement, the selected Proposer should provide NYSLRS with a quarterly report summarizing the Program activities, and quarterly and annual year-over-year user participation rates, including financial fitness score summaries.

B. Website

1. The Program website must:
 - a. be hosted by either the Proposer or a Subcontractor, and
 - b. comply with the New York State Accessibility of Information Communication Technology Policy, NYS-P08-005, available at:
https://its.ny.gov/system/files/documents/2024/10/nys-p08-005-accessibility-of-information-communication-technology_0.pdf
2. The Program website should:
 - a. have a minimum of 99% availability outside scheduled maintenance (i.e., “% uptime”),
 - b. require no additional plug-ins or add-ons,
 - c. provide user help files and on-screen tips, and
 - d. notify users of planned maintenance outages, including the duration of the planned outage.

C. Program Branding

The selected Proposer must incorporate, where appropriate, OSC and NYSLRS branding, including logos and color schemes, into Program materials, such as articles, videos, courses, marketing materials, and other specific messaging and calls to action offered by the Program. All Program materials must be pre-approved by OSC.

D. Enhancements and Third-Party Software

Any enhancements or updates made to the Program that are necessary to meet NYSLRS's requirements must become a supported feature of the Program and must be maintained by the selected Proposer at no additional cost to NYSLRS throughout the Term of the Agreement.

Any third-party software used in the Program to meet NYSLRS's requirements must become a supported component of the Program and be maintained by the third party at no additional cost to NYSLRS throughout the Term of the Agreement. If the third-party software becomes unavailable during the Agreement Term, the selected Proposer must substitute a comparable software option that maintains the same level of service at no additional cost to NYSLRS.

E. Preferred Program Features

NYSLRS prefers that the Program include the following features:

1. Personalized education plans based on initial financial knowledge assessment;
2. Interactive financial exercises;
3. Certificates generated upon course completion;

4. Monthly challenges to encourage user engagement and frequent visits to the Program; and
5. Educational content (e.g., exercises, articles, videos) tailored specifically to individual user needs and career stages.

5.2. Marketing and Outreach

A. NYSLRS Marketing Team

NYSLRS has an in-house marketing team comprised of editors, writers, graphic artists, and social media specialists (“NYSLRS Marketing Team”) that inform members of important information related to their membership in the pension system. The NYSLRS Marketing Team will be responsible for direct communication to NYSLRS members using a variety of marketing efforts, including:

1. OSC website messaging;
2. videos;
3. social media posts;
4. blog posts;
5. monthly member e-news;
6. monthly online newsletter;
7. member emails;
8. NYSLRS call center interactive voice response messages;
9. new employee communications;
10. weekly news articles by the Comptroller; and
11. rack card/flyers for tables at various events.

B. Marketing Lead

1. The selected Proposer must assign a marketing lead (“Marketing Lead”) to work with the NYSLRS Marketing Team. The Marketing Lead must be available to provide as-needed marketing consulting on an hourly basis to the NYSLRS Marketing Team.
2. The Marketing Lead will:
 - a. work with the NYSLRS Marketing Team to develop a Program marketing plan to engage and onboard NYSLRS members;
 - b. share knowledge, expertise, and guidance on best practices, and examples from prior marketing and engagement efforts, and offer comments on NYSLRS’ Program marketing materials;
 - c. consult with OSC as requested on ongoing marketing efforts; and
 - d. meet with OSC staff to review and discuss the Program’s results after the first year of Program implementation, and as requested by OSC thereafter. These discussions will focus on what, if any, improvements should be made to the marketing plan to attract additional users and encourage existing users to visit the site regularly.

5.3. Project Management Team

The selected Proposer must provide a Project Management Team to plan, launch, and implement the Program in collaboration with OSC's Project Manager and NYSLRS' Marketing Team.

- A. Project Coordinator.** The Team must include a Project Coordinator who will be responsible for managing the selected Proposer's implementation of the Program, including coordinating meetings, identifying and managing timelines, tasks, activities, and project phases, and regularly reporting to OSC's Project Manager as to project status.
- B. Primary Point of Contact.** The Team must include an individual (either the Project Coordinator or another staff member post implementation) to serve as the primary point of contact for the duration of the Agreement.
- C. Program Implementation.** The selected Proposer must perform all services necessary to successfully implement the Program, ensuring that it meets the requirements set forth herein. NYSLRS does not anticipate that any implementation services will occur onsite. Successful Program implementation will be accomplished when all configurations necessary to meet the requirements set forth in this RFP have been completed, the fully functioning Program has been made available to, been tested by, and been accepted by NYSLRS, and has been placed into production ("Go-Live").

5.4. Maintenance and Support

- A.** The selected Proposer must:
 - 1. provide technical support to OSC/NYSLRS website staff regarding the integration between OSC/NYSLRS websites and the Program platform;
 - 2. provide standard user technical support (e.g., troubleshooting log in issues, password resets); and
 - 3. resolve any third-party technical issues.
- B.** The selected Proposer should provide OSC with at least five business days' notice of any scheduled maintenance.
- C.** NYSLRS prefers:
 - 1. broad availability for standard technical support;
 - 2. access to a support phone number and online support portal to allow OSC staff to submit service requests;
 - 3. that technical issues be resolved within 48 hours of notice; and
 - 4. that users are able to use multiple avenues for communicating with technical support (e.g., email, phone support, chat).

5.5. User Guides

The selected Proposer must provide NYSLRS with a comprehensive Program manual/user guide before the Program website's Go-Live date to help NYSLRS navigate and use Programs features effectively. The selected Proposer must ensure its manuals/user guides are continuously updated and provided to NYSLRS prior to any upgrades or enhancements that will affect users. The manuals and user guides must be written in English. NYSLRS prefers a Spanish language version as well.

5.6. Post Implementation Services

The selected Proposer will provide post-implementation services on an as-needed basis as requested by OSC or NYSLRS staff. These post-implementation services may include periodic updates to the Program's landing page, such as adding a new welcome message, updating images, adding or replacing links, and changing the website's branding (e.g., logo, color scheme, fonts) to reflect OSC's and NYSLRS' current branding. The selected Proposer will be compensated on an hourly basis for these services in accordance with the titles and rates set forth in its cost proposal.

6.0 ADMINISTRATIVE INFORMATION

NOTE: Addenda to procurement documents may be issued or such documents may be amended. It is the Proposer's responsibility to become aware of any such addenda or amendments prior to submission of its proposal. All addenda and amendments will be posted to the OSC website at <https://www.osc.ny.gov/procurement>. The OSC website will include the Responses to Written Questions. Proposers should review the OSC website prior to submission of a proposal to ensure that they have all information required to submit a complete and responsive proposal.

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

6.1. Procurement Integrity/Restrictions on Communication

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

- A. requires a Proposer to make contact only with the OSC Director of Finance or designee; and
- B. prohibits a Proposer from exerting or attempting to exert any improper influence relating to its proposal. "Improper influence" means any attempt to achieve preferential, unequal, or favored consideration of a proposal based on considerations other than the merits of the proposal, including 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 as Contracting Officer, or designee, via email (preferred) to RFP@osc.ny.gov or via hard copy mail to:

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

During the "restricted period" as defined below, no Proposer-initiated contact with any OSC official shall be permitted regarding this procurement, except as provided 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 Proposer 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 Proposers intending to result in a procurement

contract with OSC and ending with the final contract award by OSC or, where applicable, final contract approval by the OSC Bureau of Contracts.

6.2. Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests 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 1.0. Questions received after the deadline may not be answered.

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

NOTE: It is the Proposer's responsibility to ensure that hard copy mail or email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in Section 1.0.

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 RFP on the date specified in Section 1.0. This listing 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 RFP

NYSLRS reserves the right to modify any part of this RFP, including the date and time by which proposals must be submitted and received by NYSLRS, at any time prior to the Deadline for Submission of Proposals listed in Section 1.0. Modifications to this RFP will be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by NYSLRS will be posted to the OSC website and subsequent email notification will be provided to all vendors known to OSC who have received electronic access to this RFP on the date specified in Section 1.0. NYSLRS also reserves the right to cancel this RFP, in whole or in part, and to reject any and all proposals.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer 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 Proposals, a Proposer fails to notify NYSLRS of a known error or an error that reasonably should have been known, the Proposer assumes the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation by reason of the error or its correction.

6.4. Equal Employment Opportunity ("EEO") Reporting

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 the Article and the regulations adopted pursuant thereto), the Proposer must submit to OSC with its proposal, Form AC 3239-A (Contractor's/Subcontractor's EEO Staffing Plan of Anticipated Workforce) and further, selected Proposer must submit on a semi-annual basis Form AC 3239-B (Contractor's/Subcontractor's EEO Workforce Utilization Report attached as Appendix B).

6.5. Service-Disabled Veteran-Owned Businesses

Article 3 of the Veteran's Service Law establishes a program to encourage State agencies to foster the use of Service-Disabled Veteran-Owned Businesses ("SDVOBs") on State contracts. NYSLRS expects proposers to make good faith efforts to solicit active participation by New York State-certified SDVOBs in the performance of the contract to be awarded as a result of this RFP. Such participation may be as partners, joint venturers, subcontractors, suppliers, protégés or other roles. SDVOBs can be readily identified on the directory of certified businesses at:

<https://online.ogs.ny.gov/SDVOB/search>

Proposers are reminded that they must continue to use small, minority- and women-owned businesses consistent with current New York State law.

6.6. 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 Proposer must file a properly completed Form ST-220-CA with OSC as the Contracting Agency and Form ST-220-TD with DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance'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

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

Sections 57 and 220 of the New York State Workers' Compensation Law ("WCL") provide that the State shall not enter into any contract unless proof of workers' compensation, and disability and paid family leave benefits insurance coverage is produced. Prior to entering into a contract with NYSLRS, the selected Proposer must verify for NYSLRS, 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 proposal.

The selected Proposer must submit the following documentation upon notification of selection for award:

A. Proof of Workers' Compensation Coverage:

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

1. 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
2. Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
3. 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 Proposer must submit **ONE** of the following forms as Disability documentation:

1. Form DB-120.1 – Certificate of Insurance Coverage – Disability and Paid Family Leave Benefits Law; or
2. Form DB-120.2 – Certificate of Participation in Disability or Disability and Paid Family Leave Benefits Group Self-Insurance; or
3. Form DB-155 – Certificate of Self-Insurance Coverage – Disability and Paid Family Leave Benefits Law; or
4. 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 Worker's Compensation, Disability and Paid Family Leave Benefits certifications as:

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

6.8. NYSLRS's Reserved Rights

NYSLRS reserves all rights with respect to this procurement, including, but not limited to:

- A.** Cancel the procurement, reject any and all proposals received in response to this RFP or choose to make no award.
- B.** Prior to opening proposals, amend the RFP 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 RFP will be made by issuance of amendments and/or addenda.
- C.** Prior to opening of proposals, direct Proposers to submit proposal modifications addressing RFP amendments or addenda.

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

6.9. Freedom of Information Law

All proposals are subject to disclosure in accordance with the requirements of the Freedom of Information Law ("FOIL"). Accordingly, upon submission of its proposal, the Proposer is encouraged to clearly and specifically indicate any portion of the proposal believed to be a trade secret or the disclosure of which would cause substantial injury to the Proposer'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.

6.10. State Ethics Law Provision

By submitting a proposal to this RFP, the person signing the proposal certifies, for and on behalf of the Proposer, that:

- A. The person signing has read and understands the provisions applicable to post-employment restrictions affecting former New York State officers and employees, available using the link¹ below:
 1. Public Officers Law §73(8)(a)(i), (the two-year bar); and
 2. Public Officers Law §73(8)(a)(ii), (the lifetime bar);

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).

- B. Submission of the proposal does not violate either provision;
- C. The person signing is familiar with the Proposer's employees, and its agents;
- D. No violation shall occur by entering into a contract or in performance of the contractual services;
- E. This certification is material to the proposal; and
- F. The person signing understands that OSC intends to rely on this certification.

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

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

6.11. State Finance Law Consultant Disclosure Provisions (Appendix G)

Pursuant to New York State Finance Law §163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract, to submit an annual employment report for each such contract, which must include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

The Contractor selected as a result of this procurement will be required to submit Form A prior to contract approval and Form B on an annual basis. OSC has provided the appropriate forms as Appendix G to this procurement.

6.12. Debriefings

Consistent with New York State Finance Law §163(9)(c), any Proposer not selected for an award may, within 15 calendar days of release of OSC's written or electronic notice that such proposal is unsuccessful, request a debriefing to discuss the reasons that the proposal submitted by the unsuccessful Proposer was not selected for an award.

A debriefing request must be in writing and must be submitted to the Contracting Officer in accordance with Section 6.1.

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

6.13. Protests

Any interested party may file a protest concerning the contract award 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 RFP for the receipt of proposals) must be filed on or before the date set in this RFP for the receipt of proposals. OSC's Contract Award Protest

Procedure may be accessed by using this link: <https://www.osc.ny.gov/files/state-agencies/pdf/xi-17-att-2.pdf>.

6.14. Background Investigations

The selected Proposer must conduct a background investigation on all of its staff who will (i) provide the Services, (ii) have access to OSC's IT systems, (iii) have access to Confidential Information, or (iv) have routine access to any OSC facility ("Covered Staff"). For purposes of this requirement, "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. The background investigation must be completed within the 12 months prior to the staff commencing Services. During the term of the engagement, the Contractor must conduct a background investigation on any new Covered Staff. The selected Proposer must flow down this requirement to any subcontractor with Covered Staff.

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

- identity verification, including Social Security Number search;
- 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);
- work experience/history for the past five years;
- pertinent skills, qualifications, and education/professional credentials; and
- references.

The Contractor (and its applicable Subcontractors) must obtain the consent of Covered Staff to allow the OSC Inspector General, upon request: (i) to review the background investigation records, including all supporting documentation, and (ii) to conduct its own background investigation. Only Covered Staff who have satisfactorily passed the background investigation, and provided such consent may be assigned to provide Services or permitted to access Confidential Information. The Contractor must maintain records related to the background investigations performed in accordance with Appendix A, Paragraph 10 (Records).

For the purposes of this RFP, the Proposer's "staff" includes the employees, owners, officers, directors, or agents of the Proposer and its Subcontractors.

6.15. Staff Integrity

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

Subsequent to the commencement of Services, whenever the Proposer becomes aware, or reasonably should have become aware, that any staff members providing Services to NYSLRS no longer possesses the necessary integrity or professional capacity, the Proposer must immediately discontinue the use of such staff and notify OSC.

7.0 PROPOSAL CONTENT

Proposers responding to this RFP must satisfy all requirements stated in this RFP. Proposers are required to submit complete Administrative, Technical, and Cost proposals. A proposal that is incomplete in any material respect will be rejected.

To expedite review of the proposals, Proposers are requested to submit proposals in separate Administrative, Technical, and Cost packages formatted with tabs as shown in Attachment B (Proposal Documents Checklist). No information beyond that specifically requested is required, and Proposers are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Additional information, if submitted, should be in a separate package. Proposals must contain sufficient information to assure NYSLRS of their accuracy.

Evaluations of the Administrative, Technical, and Cost proposals received in response to this RFP will be conducted separately. **Proposers are therefore cautioned not to include any Cost proposal information in the Administrative or Technical proposal documents.**

NYSLRS will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost proposals. Such costs should not be included in the proposal.

7.1. Administrative Proposal

The Administrative proposal should contain all requirements listed below, in the prescribed format. A proposal that is incomplete in any material respect or that fails to follow the prescribed format may be eliminated from consideration. Provide the forms in the same order in which they are requested. All responses to the RFP will be subject to verification for accuracy.

A. Equal Employment Opportunity (“EEO”) Reporting

1. Submit a copy of the Proposer’s EEO Policy Statement, as described in Clause 12 of Appendix A.
2. Submit a completed and signed Form AC 3239-A (Proposer’s EEO Staffing Plan of Anticipated Workforce, attached to this RFP as part of Appendix B), which should document the workforce that will be used to provide the Services, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by OSC. See Section 6.4.

B. Contractor’s Certifications/Acknowledgements

Submit a completed and signed Appendix E (Contractor’s Certifications/Acknowledgements).

Policies referenced in Appendix E can be found in Appendix C (OSC Policy Statement on Discrimination and Harassment, Including Sexual Harassment) and Appendix D (OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures).

C. Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed Appendix F (Disclosure of Prior Non-Responsibility Determinations).

D. Vendor Responsibility Questionnaire

Proposers and any subcontractors providing services in excess of \$100,000 must complete, certify, and file a NYS Vendor Responsibility Questionnaire. NYSLRS 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.ny.gov/files/vendors/2017-11/vendrep-checklist.pdf>. You will need:

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

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

E. Freedom of Information Law – Proposal Redactions

While not required, Proposers may clearly and specifically identify any portion of their proposal that the Proposer believes is entitled to an exception from disclosure pursuant to FOIL. See Section 6.9 (Freedom of Information Law).

- F. Service Level Agreement.** If the Proposer intends to request that any Service Level Agreement (“SLA”) apply to the services, the Proposer must attach the proposed terms to its Administrative Proposal (see Section 7.1, Administrative Proposal). Failure to attach the proposed SLA terms will preclude the Proposer from requesting that NYSLRS consider them at a later date.

NYSLRS will consider limited and reasonable technical terms in alignment with industry standards, and so long as such proposed terms do not reduce NYSLRS’s rights and protections, or increase NYSLRS’s obligations. However, NYSLRS has no obligation to accept any such proposed terms. NYSLRS rejects any and all SLA terms that conflict or materially reduce the level of performance, functionality, security, or availability of the services. Further, NYSLRS rejects any and all SLA terms that are Less Advantageous Terms. Less Advantageous Terms are any provisions that (i) diminish NYSLRS’s rights, benefits, or protections; (ii) alter the definitions, measurements, or methods of determining NYSLRS’s rights, benefits, or protections; (iii) impose additional costs, burdens, or obligations on NYSLRS (other than those required by the terms of the RFP or resulting Agreement); (iv) alter how those costs, burdens, or obligations are calculated resulting in any disadvantage to NYSLRS; (v) affect the wholly legal terms of the RFP or resulting Agreement, including Appendix A (meaning the contractual terms unrelated to the technical, functional, or operational aspects of the Program); or (vi) override or supersede the allocation of risk between the selected Proposer and NYSLRS.

7.2. Technical Proposal

The purpose of the Technical proposal is to demonstrate the qualifications, competence, and capacity of the Proposer and assigned staff to perform the Services. The Technical proposal should address all requirements listed below, in the prescribed format. A proposal that is incomplete in any material respect or that fails to follow the prescribed format may be eliminated from consideration. Provide the forms in the same order in which they are requested. All responses to the RFP will be subject to verification for accuracy.

Cost information must not be included in the Technical proposal documents.

A. Title Page

Submit a Title Page providing the RFP subject and number; the Proposer's name and address, the name, address, telephone number, and email address of the Proposer's contact person; and the date of the proposal.

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

Attachment B (Proposal Documents Checklist) identifies required documents. Each proposal should contain an index that cites the tab number in the proposal where the requested information can be found (use the tab numbers listed on Attachment B).

C. Proposer's Certified Statements – Attachment A

Submit Attachment A (Proposer's Certified Statements), which includes information regarding the Proposer. Attachment A must be signed by an individual authorized to bind the Proposer contractually. Indicate the title or position that the signer holds with the Proposer. NYSLRS reserves the right to reject a proposal that contains an incomplete or unsigned Attachment A. Failure to include Attachment A may result in your proposal being considered non-responsive.

D. Proof of Compliance with Minimum Qualifications

Submit Attachment C (Proof of Compliance with Minimum Qualifications) demonstrating how the Proposer satisfies each of the Minimum Qualifications stated in Section 3.0.

E. Technical Submission

Complete and submit Attachment D (Technical Response Form) as directed.

Attachment D has been provided as an MS Word document posted with this RFP on the OSC procurement website (see Section 6.0 Administrative Information).

F. References

Provide references using Attachment F (References) for the three current clients, including one public sector entity, used to satisfy Minimum Qualification 3.1.B (see Section 3.0 Minimum Qualifications).

7.3. Cost Proposal

Submit a completed Attachment E (Cost Proposal). The Cost Proposal must comply with the mandatory format and content requirements as detailed in this document and in Attachment E. Failure to comply with the mandatory format and content requirements may result in disqualification of your proposal.

Attachment E has been provided as an MS Excel file on the OSC procurement website (see Section 6.0 Administrative Information).

8.0 **PROPOSAL SUBMISSION**

Proposals must be received by the date and time indicated for the Deadline for Submission of Proposals as specified in Section 1.0. Proposals received after the Deadline for Submission of Proposals may be rejected.

Administrative, Technical, and Cost proposals must be clearly labeled and submitted by U.S. Mail or by courier/delivery service (e.g., FedEx, UPS) in separately sealed packages to:

Attn: Director of Finance
Office of the State Comptroller (RFP 0001)
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 Proposer's bid submittal if there are mail delivery issues.

OSC will not accept hand delivery of proposals at 110 State Street.

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

A Proposer may withdraw a proposal at any time before the Deadline for Submission of Proposals by written notification to OSC (see Section 6.1). An authorized agent of the Proposer must sign the notice of withdrawal. The proposal may thereafter be resubmitted, but not after the Deadline for Submission of Proposals specified in Section 1.0. Modification offered in any other manner, oral or written, will not be considered.

8.1. **Submission of Proposal Components**

Each Proposer must submit SEPARATE Administrative, Technical, and Cost proposals, via one of the 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, Proposers should retain the original proposal documents in their records.

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

The Proposer may submit each of the complete Administrative, Technical, and Cost proposals **as separate files** on a **single** USB flash drive. 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 envelope and the USB flash drive as "RFP 0001 [Proposer's name]."

It is the Proposer's responsibility to ensure that the USB drive is free from malicious software and that the files are accessible and uncorrupted. OSC will perform a scan on the USB drive before accessing the stored files. If the scan identifies malicious software, or the files are inaccessible or corrupted, OSC will reject the submission and disqualify the Proposer from further consideration.

Proposers may mitigate the risk associated with submitting via USB drive by providing one paper copy of each of the Administrative, Technical, and Cost proposals along with its USB drive submission.

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

NOTE: SUBMISSION OF OTHER TYPES OF DATA STORAGE DEVICES WILL NOT BE ACCEPTED.

B. Option #2: Paper

The Proposer may submit paper copies of the complete Administrative, Technical, and Cost proposals as follows:

Administrative Proposal	Submit TWO paper copies.
Technical Proposal	Submit FOUR paper copies.
Cost Proposal	Submit TWO paper copies.

Submit the proposals in separate sealed envelopes, all of which may be submitted within one proposal package.

If the Proposer elects to submit paper proposals, OSC requests that the Proposer also submit a USB drive with scanned copies of the proposals.

Clearly mark the outside envelope of the sealed proposal package, each proposal, and USB drive (if applicable) as "RFP 0001 [Proposer's name]."

9.0 EVALUATION PROCESS/CRITERIA

9.1. General Information

NYSLRS will evaluate each proposal based on the "Best Value" concept. This means that the proposal that best "optimizes quality, cost, and efficiency among responsive and responsible offerers" will be selected for award (State Finance Law, Article 11, §163[1][j]).

NYSLRS, at its discretion, will determine which proposal best satisfies its requirements. NYSLRS reserves all rights with respect to the award. All proposals deemed to be responsive to the RFP requirements will be evaluated and scored for technical qualities and cost. Proposals failing to meet RFP requirements may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation will remain confidential until both evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical proposal and compliance with other RFP requirements (other than the Cost proposal) will be weighted **70%** of a proposal's total score and the information contained in the Cost proposal will be weighted **30%** of a proposal's total score.

NYSLRS may ask a Proposer to clarify the contents of its proposal. Other than to provide such information, no Proposer will be allowed to alter its proposal or add information, except as provided in Section 6.8.H above, after the Deadline for Submission of Proposals.

9.2. Submission Review

NYSLRS will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 7.0 (Proposal Content) and Section 8.0 (Proposal Submission), and include the proper documentation as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or that have omitted material documents, in the opinion of NYSLRS, may be rejected.

9.3. Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. Proposals will undergo a preliminary review to verify Minimum Qualifications to Propose (Section 3.0). Proposals that meet the submission requirements and that include required documents will be evaluated by a Technical Evaluation Committee comprised of OSC and NYSLRS staff who independently score the proposal. Individual Committee member scores are then averaged to calculate the technical score for each responsive Proposer.

The technical evaluation is **70% (up to 70 points)** of the final score.

9.4. Cost Evaluation

The Cost Evaluation Committee will open and review Cost proposals for responsiveness to cost requirements. If a Cost proposal is non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

Each proposal that meets the submission requirements, passes the preliminary evaluation, and meets the cost proposal requirements will receive a cost score. Cost proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost proposal to the proposal offered at the lowest final cost, using this formula:

Cost points awarded = 30 potential points x (Lowest Cost Proposal / Cost of Proposal Being Evaluated).

The cost evaluation is **30% (up to 30 points)** of the final score.

9.5. Preliminary Composite Score

A preliminary composite score will be calculated by the OSC Finance Office by adding the preliminary Technical proposal points and the Cost proposal points. Finalists will be determined based on preliminary composite scores.

9.6. Finalists

The proposals with the three highest preliminary composite scores will be deemed finalists. Any proposal scoring within ten percent of the third highest preliminary composite scoring proposal will also be deemed a finalist. Finalists may be interviewed at the discretion of the Evaluation Committee. If the finalists do not include the proposal with the maximum cost score, the cost scores for the finalists will be re-calculated by awarding the maximum cost score to the finalist with the lowest combined cost. The remaining finalists will receive a proportionate score based on the relation of their cost proposal to the

proposal of the finalist with the lowest cost, using the formula in Section 9.4 (Cost Evaluation). The composite scores will be adjusted accordingly.

9.7. Product Demonstration and Interview

As part of the technical evaluation process, finalists will be required to conduct a product demonstration and participate in an interview, either in person at 110 State Street, in Albany, New York, or virtually, at the discretion of the Technical Evaluation Committee, which will be arranged by OSC. Interviews are anticipated to start the week of the date listed in Section 1.0. The product demonstration and interview will be an opportunity for the Proposer to demonstrate Program features and substantiate the characteristics and attributes claimed within the written response to the RFP and for NYSLRS to obtain clarification, if needed.

Finalists will be provided with demonstration guidelines and interview details prior to their scheduled product demonstration and interview date. Finalists who cannot be contacted via telephone or email to arrange the product demonstration and interview after three attempts by OSC may be disqualified. Finalists are encouraged to include key personnel in the interview.

After the product demonstration and interview, evaluators may adjust a Proposer's preliminary technical score to reflect evaluator's enhanced understanding of the Proposer's qualifications and product.

9.8. Reference Checks

The Proposer must submit references using Attachment F (References). At the discretion of the Evaluation Committee, references may be checked at any point during the process.

9.9. Final Composite Score

A final composite score will be calculated by the OSC Finance Office by adding the final Technical proposal points, reflecting any adjustments that may result from product demonstrations and interviews, and the Cost proposal points.

9.10. Award Recommendation

The Technical Evaluation Committee will submit a recommendation to the First Deputy Comptroller to award the Agreement to the finalist with the highest composite score whose experience and qualifications have been verified. If the recommendation is accepted, it will be forwarded to OSC's Finance Office for review. The award recommendation will only become final after approval by the Director of Finance.

A responsibility review and procurement integrity review will be completed before the award recommendation is final. The Director of Finance will notify the awarded Proposer and Proposers not awarded. The awarded Proposer will enter into a written agreement substantially in accord with the terms of Attachment G. The resultant contract will not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller's Bureau of Contracts.

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ATTACHMENT A

PROPOSER'S CERTIFIED STATEMENTS

(MANDATORY SUBMISSION: to be completed and included in the Technical proposal documents)

RFP 0001 – ONLINE FINANCIAL LITERACY PROGRAM
1. Information with regard to the Proposer
A. Provide the Proposer'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 Proposer's primary contact for this proposal.
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 Proposer contractually, if different from (B).
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:

<p>D. In accordance with the OSC Procurement Integrity Procedures (Appendix D), provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Proposer. This requirement applies not only to Proposer's employees involved in the submission of the proposal, but also to every individual or organization employed or designated by the Proposer 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 Proposals, the Proposer 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.</p>	
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:	<input type="checkbox"/> Yes <input type="checkbox"/> No
No such individual/organization is authorized to represent the Proposer:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Minimum Qualifications to Propose (Section 3.0):	
<p>A. The Proposer:</p> <p>I. Has two years' experience offering a secure, qualifying online financial literacy program. Qualifying means that the program:</p> <ul style="list-style-type: none"> a. has an assessment tool to analyze and report a baseline of a user's financial knowledge; b. recommends potential course topics for users based on their knowledge, needs, and interests; and c. is hosted by either the Proposer or a Subcontractor. <p>II. Has three current clients who have each used the Proposer's qualifying program for at least one year; at least one of which must be a public sector entity. The Proposer must provide contact information for each of the three clients on Attachment F (References).</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>B. The Program:</p> <ul style="list-style-type: none"> I. Is capable of being accessed by a minimum of 25,000 users annually, and II. Does not include references, links, or other associations with commercial services or products. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>C. All features and functionality of the Program are accessible (i) from personal computers (e.g., laptops, desktops) using the current versions of Microsoft Windows and Apple MacOS operating systems, and Firefox, Edge, Chrome, and Safari browsers, and (ii) from mobile devices (e.g., smart phones, tablets) using the current versions of the iOS and Android mobile operating systems, Firefox, Chrome, and Safari mobile browsers.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

3. Proposer's Acknowledgement of Proposal Requirements: [Note: alteration of any language contained in this section may render your proposal non-responsive.]	
A. The proposal, including the Technical, Administrative, and Cost proposals, constitutes a firm and irrevocable offer for a period of <u>180</u> days from the date of submission to OSC.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. By submission of a proposal, the Proposer 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.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. The Proposer agrees to fully comply with the OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures attached to this RFP as Appendix D.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. The Proposer certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.	<input type="checkbox"/> Yes <input type="checkbox"/> No
E. The Proposer certifies that staff provided to perform Services possesses the necessary integrity and professional capacity to meet NYSLRS's reasonable expectations. Subsequent to the commencement of Services, whenever the selected Proposer becomes aware, or reasonably should have become aware, that any staff members providing Services no longer possesses the necessary integrity or professional capacity, the Proposer agrees to immediately discontinue the use of such staff and notify OSC.	<input type="checkbox"/> Yes <input type="checkbox"/> No
F. The Proposer certifies that all information provided in connection with its proposal is true and accurate.	<input type="checkbox"/> Yes <input type="checkbox"/> No
G. The Proposer has read, understands, and accepts the 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 RFP and will be incorporated, without change or amendment, into the contract entered into between NYSLRS and the Proposer. By submitting a response to the RFP, the Proposer agrees to comply with all the provisions of Appendix A.	<input type="checkbox"/> Yes <input type="checkbox"/> No
H. The Proposer is willing to enter into an agreement substantially in accord with the terms of Attachment G (Draft Contract), should the Proposer be selected for contract award.	<input type="checkbox"/> Yes <input type="checkbox"/> No
I. The Proposer agrees that NYSLRS shall have the right to approve or disapprove, after appropriate review and/or interviews, any and all Subcontractors of the Proposer prior to their performance of Services under the Agreement.	<input type="checkbox"/> Yes <input type="checkbox"/> No
J. The Proposer agrees that it shall be fully responsible for performance of work by its staff and by its Subcontractor's staff. NYSLRS reserves the right to request removal of any Proposer staff or Subcontractor's staff if, in NYSLRS'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 will result in disqualification.	
4. Information Required:	
A. The Proposer is (check as applicable):	
<input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Woman-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified) <input type="checkbox"/> A New York State Service-Disabled Veteran-Owned Business <input type="checkbox"/> 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 VII. of the Draft Contract (Attachment G), NOTICES.	

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

ATTACHMENT B

PROPOSAL DOCUMENTS CHECKLIST

RFP 0001 – ONLINE FINANCIAL LITERACY PROGRAM			
ADMINISTRATIVE PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
1	§7.1.A	<u>Equal Employment Opportunity Reporting:</u>	
		Proposer's EEO Policy Statement	<input type="checkbox"/>
		Form AC3239-A – Proposer's EEO Staffing Plan of Anticipated Workforce	<input type="checkbox"/>
2	§7.1.B	Appendix E – Contractor's Certifications/Acknowledgements, completed and signed	<input type="checkbox"/>
3	§7.1.C	Appendix F – Disclosure of Prior Non-Responsibility Determinations, completed and signed	<input type="checkbox"/>
4	§7.1.D	Vendor Responsibility Questionnaire, certified within six months of the Proposal due date (<u>unless filed and certified online</u>)	<input type="checkbox"/>
		If Vendor Responsibility Questionnaire was completed and certified online, check here and do not attach a paper copy.	<input type="checkbox"/>
5	§7.1.E	Optional: Written statements of the necessity for protective treatment under Freedom of Information Law	<input type="checkbox"/>
6	§7.1.F	Proposer's Service Level Agreement (if applicable)	<input type="checkbox"/>
TECHNICAL PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
1	§7.2.A - B	Title Page and Table of Contents	<input type="checkbox"/>
2	§7.2.C	Attachment A – Proposer's Certified Statements, completed and signed	<input type="checkbox"/>
3	§7.2.D	Attachment C – Proof of Compliance with Minimum Qualifications, completed	<input type="checkbox"/>
4	§7.2.E	Attachment D – Technical Response Form, completed	<input type="checkbox"/>
5	§7.2.F	Attachment F – References, completed	<input type="checkbox"/>
COST PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
1	§7.3	Attachment E – Cost Proposal, completed	<input type="checkbox"/>
FOR ALL PROPOSALS			
TAB	RFP §	REQUIREMENT	INCLUDED
N/A	§8.1.A OPTION 1	Submit a single USB drive that has been scanned for malware and contains each of the complete Administrative, Technical, and Cost proposals <u>as separate files</u> (preferred)	<input type="checkbox"/>
		Optional: Submit one paper copy of each complete Administrative, Technical, and Cost proposals (recommended)	<input type="checkbox"/>
N/A	§8.1.B OPTION 2	TWO Copies of the Administrative proposal	<input type="checkbox"/>
		FOUR Copies of the Technical proposal	<input type="checkbox"/>
		TWO Copies of the Cost proposal	<input type="checkbox"/>
		Submit a single USB drive that has been scanned for malware and contains each of the complete Administrative, Technical, and Cost proposals <u>as separate files</u> (requested)	<input type="checkbox"/>

ATTACHMENT C

PROOF OF COMPLIANCE WITH MINIMUM QUALIFICATIONS

Complete the tables below demonstrating how your firm meets the following minimum qualifications (“MQ”) as of the date of deadline for submission of proposals. Fields will expand as you type. Add rows to tables as necessary.

Proposer:		
MQ #3.1.A: The proposer has two years’ experience offering a secure, qualifying online financial literacy program. Qualifying means that the program: <ol style="list-style-type: none"> 1. has an assessment tool to analyze and report a baseline of a user’s financial knowledge; 2. recommends potential course topics for users based on their knowledge, needs, and interests; and 3. is hosted by either the Proposer or a Subcontractor. 		
Client	Qualifying Program Provided?	Number of Years the Proposer has Provided the Program to Client
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	
	<input type="checkbox"/> Yes <input type="checkbox"/> No	

MQ #3.1.B: The Proposer has three current clients who have each used the Proposer’s qualifying program for at least one year; at least one of which must be a public sector entity. The Proposer has provided contact information for each of the three clients on Attachment F (References).
<input type="checkbox"/> Yes <input type="checkbox"/> No

MQ #3.2.I: The Program is capable of being accessed by a minimum of 25,000 users annually.
<input type="checkbox"/> Yes <input type="checkbox"/> No

MQ #3.2.II: The Program does not include references, links, or other associations with commercial services or products.

☐ Yes

☐ No

MQ #3.3: All features and functionality of the Program are accessible (i) from personal computers (e.g., laptops, desktops) using the current versions of Microsoft Windows and Apple MacOS operating systems, and Firefox, Edge, Chrome, and Safari browsers, and (ii) from mobile devices (e.g., smart phones, tablets) using the current versions of the iOS and Android mobile operating systems, and Firefox, Chrome, and Safari mobile browsers.

☐ Yes

☐ No

ATTACHMENT D

TECHNICAL RESPONSE FORM

Respond to the questions in the tables below using the blank fields provided. Fields will expand as you type.

Proposer Name:	
-----------------------	--

A. Organization

1. Provide a descriptive summary of the Proposer's business, including its history, number of staff, number of years in business, organizational structure for delivery of technical, educational content, and marketing services, and what percentage of the Proposer's business is focused on providing financial literacy services. Provide a summary of the Proposer's experience managing financial literacy programs, specifically to public sector entities.

2. Provide the number of years the Proposer has been in business providing online financial literacy programs.

B. Staff

1. Identify the individual to be assigned as the Project Coordinator and provide a professional narrative addressing the individual's experience and expertise coordinating the implementation of online financial literacy programs. Include the following information in the response: <ul style="list-style-type: none">a. The number of years of experience the proposed individual has with project implementations in general,b. The number of years of experience the proposed individual has serving as the project coordinator on prior implementations of online financial literacy programs,c. The number of online financial literacy program implementations the proposed individual has coordinated,d. Describe the private and public sector clients the proposed individual has assisted with online financial literacy program implementations, ande. Other relevant experience supporting claimed qualifications.

2. Provide a professional narrative for the proposed Marketing Lead, addressing the individual's experience and expertise in promoting online financial literacy programs. Include the following information in the response: <ul style="list-style-type: none">a. The number of years of experience the proposed individual has marketing financial literacy programs in general,b. The number of years of experience the proposed individual has assisting clients with marketing their online financial literacy programs,c. Describe the private and public sector clients the proposed individual has assisted with marketing their online financial literacy program,

- d. The number of public sector clients the proposed individual has assisted with marketing their financial literacy programs, and
- e. Other relevant experience supporting claimed qualifications.

Preference will be given to Proposers who are able to assign a Marketing Lead with experience providing these services to public sector entities.

C. Program

1. Confirm which of the following topics will be covered in the Program: personal finance, budgeting, 529 college savings plans, ABLE (Achieving a Better Life Experience) plans, and credit and debt management.

2. Confirm which of the following topics will be included in the Program: first time home buying, deferred compensation plans, defined benefit pensions, Social Security, Medicare, insurance (e.g., automobile, home, health, life), credit scoring, retirement planning, financing higher education, estate planning, banking, tax planning, fraud awareness, and consumer protection.

3. Provide a list of all other financial literacy-related topics offered by the Proposer.

4. Identify course format, and whether the courses will include video, audio, text, and question and answer options. Describe course interactive functionality. Provide the reading level at which the course material is written (e.g., eighth grade reading level).

5. Will the Program require additional plug-ins or add-ons for web browsers?

6. Describe how the Proposer will structure Program courses to facilitate user learning (e.g., pre-test that guides course selection, ability to save course progress), including how users select and navigate courses.

7. Will the Program offer help files and on-screen tips for users?

8. What is the average number of minutes it takes to complete a Program course?

9. Describe how the Program is designed to keep users engaged with the Program and encourages users to take additional courses.

10. Describe what additional reference materials (e.g., tip sheets, calculators, checklists), if any, will be available to users and how they will be accessed.

11. Do you provide Spanish language versions of Program manuals/user guides?

12. Provide a sample implementation plan and schedule through “Go Live” for the Program, detailing the implementation activities to be completed along with anticipated timeframes.

13. Describe a recent deployment by the Proposer of the Program with a public sector client. Describe the types of modifications that Proposer made to tailor the Program to the client's requirements. Describe any delays in deployment of the Program and how they were resolved. Describe how the Proposer managed the implementation of the project and engaged with various stakeholders. Indicate the number of participants who engaged with the Program after Go-Live and the subsequent growth thereafter. Describe the challenges and successes that were experienced during the implementation and what lessons were learned from it.

14. Indicate the number of public sector entities that the Proposer has assisted with marketing financial literacy programs to their target audience.

15. Confirm which, if any, of the following Preferred Program features will be provided. Note: the number of desirable features met will impact your score for this question.

- i. Personalized education plans based on initial financial knowledge assessment;
- ii. Interactive financial exercises;
- iii. Certificates generated upon course completion;
- iv. Monthly challenges to encourage user engagement and frequent visits to the Program;
- v. Educational content (e.g., exercises, articles, videos) tailored specifically to individual user needs and career stages.

--

16. Describe what attributes or features distinguish your Program from competitors' programs.

Note: This question is for informational purposes; the Proposer's answer will not be scored.

--

17. Does the Program provide users with the option to complete its courses in other languages (e.g., Spanish, French)? If so, identify the languages offered.

Note: This question is for informational purposes and the Proposer's answer will not be scored. NYSLRS is not seeking to have the Proposer modify its Program for an additional cost but rather identify whether the Program's courses are available in other languages as part of the standard solution offered. When completing the Cost proposal, Proposers should follow the format provided and not provide optional costs for translating courses into other languages.

--

D. Reporting

1. Can the Program measure a user's financial knowledge after completing Program modules?

--

2. Describe the aggregate and individual user data points reported by the Program's online analytics and reporting tool. Confirm which, if any, of the following data points will be provided and any others the Proposer might offer. Note: the number of data points listed will impact your score for this question.

- a. A baseline of a user's financial knowledge;
- b. The number of users enrolled in the Program;
- c. The number and types of modules completed by all users;
- d. Users' ability to articulate their financial goals;
- e. Users' ability to set a budget;
- f. The number of users reporting participation in either deferred compensation, ABLE, or 529 accounts;
- g. The existence of household savings (and any increase over time);
- h. The existence of emergency savings (and any increase over time);
- i. Decrease in personal debt, in particular on credit cards;
- j. Improvements in users' understanding of estate planning, securing a mortgage, and insurance programs; and
- k. The aggregate financial stress level of all users.

--

3. Describe the Program's ability to identify behaviors or trends to improve programming and/or funding decisions. Identify which, if any, of the following measured outcomes will be provided. Note: the number of measured outcomes will impact your score for this question.

- a. Number of course registrations,
- b. Most popular courses by number of views,
- c. Course participation,
- d. Course completion,
- e. Return login rate,
- f. Page views per visit,
- g. Average time per visit, and
- h. Course knowledge gain.

E. Maintenance and Support

1. Describe the technical support available to users and to NYSLRS, including what support is available, when and from where that support will be provided (CONUS, OCONUS), what modes of access are available (e.g., email, chat, phone) and whether a central point of contact is offered to NYSLRS to escalate technical issues. NYSLRS prefers that the selected Proposer offer user support during normal NYSLRS business hours (Monday through Friday between 8:00 am and 5:00 pm Eastern Time, excluding New York State holidays).

2. Describe the Proposer's process for receiving, responding to, and escalating NYSLRS reported problem or incident reports. Include the following in the response:

- a. The communication options available for reporting problems (e.g., email, portal, telephone),
- b. How long after an issue has been reported will notice be sent to the client acknowledging receipt (e.g., one hour, 12 hours),
- c. Whether and how reports are categorized based on the severity of the issue and triaged to the appropriate technical team to address,
- d. Whether the Proposer will provide an estimated time to resolve the issue,
- e. Whether the Proposer will provide updates on the issue if requested, and
- f. Whether and how clients are notified when an issue is resolved.

3. Provide the Program's % uptime. A higher % uptime will receive more technical points when scored.

4. Describe what service credits or other compensation will be provided to NYSLRS in the event the Program does not meet the stated % uptime.

5. Describe what scheduled maintenance will generally be performed on the Program annually, including when the scheduled maintenance will take place (e.g., after 8 pm on weekends), how often it will occur, and how long the Program will be offline in each instance and overall.

F. Data Security and Confidentiality

The following responses will not be scored but will help NYSLRS verify that the conditionally awarded Proposer's security measures, processes, standards, and policies (and those of its Processors) sufficiently align with the security standards required by OSC and as required by applicable law and regulation.

1. Identify Proposer's security framework.
- State whether, upon notice of conditional award, Proposer will provide NYSLRS with a third-party assessment and/or certification that its systems and applications are in compliance with the identified framework. If not, identify how Proposer will verify, to NYSLRS's satisfaction, its compliance with such standards and protections.
 - State whether the Proposer will provide vulnerability test results to NYSLRS upon request, to confirm the effectiveness of such security measures. If not, identify how Proposer will verify, to NYSLRS's satisfaction, the effectiveness of its security measures.
 - State whether the Proposer will provide to the OSC Chief Information Security Officer, if requested, the following documentation on the systems that will access Confidential Information: (i) penetration test report (which may be redacted to ensure confidentiality of the technical details of the flaws in the system under test) showing the testing methodology used for performing the testing, including the information-gathering steps; vulnerability scanning completed; system compromise; and escalation of privilege steps; (ii) a timeline for remediation of any issues identified in the report; and (iii) a timeline for other penetration-testing activity until the next bi-annual review. If not, identify how Proposer will verify, to NYSLRS's satisfaction, the security of its system from external actors.

2. List Proposer's anticipated Processors for these Services.
- Describe Proposer's due diligence process and documentation Proposer requires (or will require prior to providing any of the Services) from its Processors.
 - Identify how Proposer will ensure that the security requirements set forth in the RFP flow down to its Processors.

3. Describe the protections Proposer has or will put in place to safeguard Confidential Information. For example:
- Unique user log in and password;
 - Multi-factor authentication;

- c. Separation of job duties;
- d. Vendor and third-party service provider management protocols;
- e. Incident response procedures;
- f. Data encryption standards and application (at rest, in transit);
- g. Physical security features, including building access restrictions and workstation security controls such as locked USB ports or restricted internet access;
- h. Training for staff on security practices and expectations; and
- i. Routine compliance audits.

4. Identify whether the Proposer will inform NYSLRS as to whether the Proposer (or its Processors) has experienced a breach of the security of its systems in the last five years.

5. NYSLRS prefers that all systems and individuals that access Confidential Information be physically located within CONUS, including any customer service representatives and support staff.
- a. If all systems and individuals that will access Confidential Information will be within CONUS, so state.
 - b. If any systems and individuals that access Confidential Information will not be within CONUS, identify the systems and job duties or role of the individuals and state where they are located.

6. Describe what training Proposer provides to its employees and others who will access Confidential Information.

7. Identify whether the Proposer will provide NYSLRS with information regarding its cybersecurity insurance coverage. If not, identify how the Proposer might verify to NYSLRS that it has the financial resources to respond to a security incident.

ATTACHMENT E

COST PROPOSAL

Attachment E is provided as a separate MS Excel file on OSC's website: <https://www.osc.ny.gov/procurement>.

ATTACHMENT F

REFERENCES

Submit **THREE** references (Section 7.2.F) using this form. The references must support that the Proposer meets Minimum Qualification #3.1.B (see Section 3.0 Minimum Qualifications to Propose).

Expand fields as necessary.

RFP 0001 – ONLINE FINANCIAL LITERACY PROGRAM	
PROPOSER:	
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 Proposer provided services to this entity:	
Brief description of the services provided:	
Reference Company #2:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	
Reference Company #3:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	

ATTACHMENT G
DRAFT CONTRACT
NEW YORK STATE COMPTROLLER
AGREEMENT WITH

[CONTRACTOR NAME]

NEW YORK STATE COMPTROLLER'S CONTRACT NUMBER C000XXX

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 Comptroller, as Administrative Head of the New York State and Local Employees' Retirement System ("NYSLRS"), 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 T H

WHEREAS, the New York State Comptroller has directed the development of a comprehensive financial literacy program; and

WHEREAS, to meet this responsibility NYSLRS issued a Request for Proposals dated [] ("RFP") and attached hereto as Exhibit A soliciting proposals from qualified vendors to provide online financial literacy courses (the "Services") targeted toward NYSLRS members, retirees, and beneficiaries; and

WHEREAS, the Contractor, among others, responded to the RFP with a proposal dated [] ("Proposal") and attached hereto as Exhibit B indicating its willingness to perform the necessary Services; and

WHEREAS, based upon the evaluation of the various proposals submitted in response to the RFP, the Contractor's proposal offered the best value and that it would be in the best interests of NYSLRS to retain the Contractor to perform the Services in accordance with the terms and conditions of this Agreement.

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

I. TERM

This Agreement will be effective from the date of contract approval by the New York State Office of the State Comptroller's ("OSC") Bureau of Contracts and continue for 63 months. The 63-month term of the Agreement includes an implementation period that is complete when all configurations necessary to meet the requirements set forth in the RFP have been completed, the fully functioning Program has been made available to, been tested by, and been accepted by NYSLRS, and the Program has been placed into production ("Go Live") and a five-year subscription period (together, the Agreement "Term"). Should the implementation period exceed three months, NYSLRS may, upon written notice to the Contractor, extend the Term to ensure that NYSLRS receives the full five-year subscription period. Should compensation for the Services reach the "total compensation" amount stated in Section V (Compensation and Payment), NYSLRS will terminate the Agreement and notify the Contractor of such, regardless of whether the full five-year subscription period has been reached or not.

II. SERVICES

- A. Engagement of the Contractor.** NYSLRS hereby retains the Contractor to perform the Services, and the Contractor hereby agrees to perform the Services, which includes all deliverables, work products, and other requirements as described in Exhibit A.
- B. Not Exclusive.** Nothing contained herein prohibits NYSLRS 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.

III. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

This Agreement is inclusive of the following documents. Only documents expressly mentioned below are deemed 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;
 - Appendix G – OSC Consultant Disclosure Reporting Requirements.
- C. Exhibit A** – RFP # 0001, including the Questions and Answers and any addenda or amendments;
- D. Exhibit B** – the Proposal, as modified by any clarifications thereto:
 - Exhibit B1 – the Technical Proposal, including completed attachments:
 - Attachment A - Proposer's Certified Statements
 - Attachment C - Proof of Compliance with Minimum Qualifications
 - Attachment D - Technical Response Form, and
 - Attachment F - References
 - Exhibit B2 – the Cost Proposal, and
 - Exhibit B3 – the Administrative Proposal, including completed:
 - Appendix B –Form AC 3239-A Contractor's EEO Staffing Plan of Anticipated Workforce and Form AC 3239-B Contractor's/Subcontractor's EEO Workforce Utilization Report;
 - Appendix E – Contractor's Certifications/Acknowledgements; and
 - Appendix F – Proposer's Disclosure of Prior Non-Responsibility Determinations.
- E. Exhibit C** – [Contractor Service Level Agreement ("SLA"), if applicable, to the extent such terms do not conflict with any of the terms set forth in Appendix A, this Agreement, or Exhibit A, and in the event that the terms of the SLA contain any Less Advantageous Terms, such Less Advantageous Terms will not be valid and binding against NYSLRS. Less Advantage Terms mean terms that (i) conflict or materially reduce the level of performance, functionality, security, or availability of the Services; (ii) diminish NYSLRS's rights, benefits, or protections; (iii) alter the definitions, measurements, or methods of determining NYSLRS's rights, benefits, or protections; (iv) impose additional costs, burdens, or obligations on NYSLRS (other than those required by the RFP or this Agreement); (v) alter how those costs, burdens, or obligations are calculated resulting in any disadvantage to NYSLRS; or (vi) modifies, conflicts with, or changes the allocation of risk between the Contractor and NYSLRS.]

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Contractor hereby represents, warrants, covenants, and acknowledges that:

- A. 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. Authority.** The Contractor has full power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized by all requisite action on

the part of the Contractor and constitutes the valid, legal, and binding obligation of the Contractor, enforceable against it in accordance with its terms.

- C. Skill and Expertise.** The Contractor and its Staff (as defined herein) possess a high degree of skill and expertise with respect to the Services, and the Contractor maintains, and will maintain throughout the term of this Agreement, a professional Staff and facilities to perform the Services in a timely and professional manner.
- D. Highest Applicable Industry Standards.** The Contractor warrants that the Services will be performed in a professional and workmanlike manner, in accordance with highest applicable industry standards. For 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. The Contractor shall re-perform, at its own expense, any work not in compliance with this warranty. Such re-performance of Services will be completed within 90 days of notification to the Contractor of non-compliant work.

V. COMPENSATION AND PAYMENT

- A. Fees.** NYSLRS will compensate the Contractor pursuant to this Agreement in accordance with Exhibit B2 (Cost Proposal). Total compensation under this Agreement shall not exceed **\$XXX.XX**.
- B. Travel.** Travel expense reimbursement will be paid to the Contractor only where NYSLRS has authorized travel in advance. NYSLRS will limit such reimbursement to the following unless written authorization to exceed the specified limits, or to include other items of expense, is obtained in advance:
1. To the extent permissible under New York State Law, NYSLRS will pay Contractor's travel and meals while traveling out of town on business relating to the Services. Travel expense reimbursement will be paid in accordance with guidelines established by the Office of the State Comptroller (see OSC Travel Manual, available at <https://www.osc.ny.gov/files/state-agencies/travel/pdf/agencies-travel-manual-attachment.pdf>). For current per diem reimbursement rates only, visit the U.S. General Services Administration ("GSA") Domestic Per Diem Page (currently available at <https://www.gsa.gov/travel/plan-book/per-diem-rates>), as such rates may be amended from time to time. NYSLRS will reimburse air travel at coach rates.
 2. Reimbursement for pre-approved travel expenses will be made upon submission of appropriate invoices accompanied by copies of receipts for individual expenses.
- C. Invoices.**
1. The compensation for Services provided for pursuant to this Agreement will be payable by NYSLRS in the ordinary course of State business 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.
 2. All invoices must include the following information:
 - a. OSC's Agreement #C00[REDACTED], Contractor's taxpayer identification number, and Contractor's New York State Vendor Identification Number;
 - b. A description of the Services provided, along with the following for each cost component:
 - i. For the Implementation Fee: the fee amount and the Program's Go-Live date [or, if OSC authorizes incremental payment of the Implementation Fee based on payment milestones: a description of the completed and accepted deliverable(s) associated with the payment milestones, the amount payable,

the deliverable(s) completion date, and any other information required by OSC to approve and process payment],

- ii. For the Annual Subscription Fee: the fee amount and the subscription period covered, and
 - iii. For the Marketing Lead and Post-Implementation Services: the name of the individual providing the Services, the individual's title, the total number of hours or fraction thereof spent by such individual in the performance of the Services, the hourly rate, and the total amount billed for the Services;
 - c. Itemization and documentation of travel expenses sufficient to demonstrate conformance with applicable State reimbursement rates, as set forth in Section V.B); and
 - d. The total amount billed for Services (Section V.C. b.i, ii, and iii) and travel expenses for the invoice period; and
 - e. The beginning and ending dates of the billing period included in the invoice, and the expiration date of this Agreement.
3. All invoices are subject to NYSLRS's acceptance of the Services for which billing is being made. Invoices should be submitted via email (preferred) to contractinvoices@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 mtsmith@osc.ny.gov (cc: financialwellness@osc.ny.gov) or via hard copy mail to:

ATTENTION: Maria T. Smith
Office of the State Comptroller
Financial Literacy Program
59 Maiden Lane, 31st Floor
New York City, NY 10038-4502

VI. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") REPORTING

The Contractor agrees to 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. 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) Contractor agrees to submit to OSC its EEO Policy Statement, and Form AC 3239-A Proposer's EEO Staffing Plan of Anticipated Workforce. Further, Contractor shall submit on a semi-annual basis Form AC 3239-B (Contractor's/Subcontractor's EEO Workforce Utilization Report) and shall require each of its subcontractors, if any, to submit such Report on a quarterly basis during the term of the Agreement.

The Contractor/subcontractor shall 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

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 will 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.

DMWBD will 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 will take all appropriate actions under statute (Executive Law §316) and regulation (5 NYCRR §143.6).

VII. NOTICES

Any legal notice or other legal communication given pursuant to this Agreement must be in writing and addressed to such party at the address set forth in this Agreement, and will 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 OSC and the Contractor. The parties shall 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

Copy to:

Name: []
Title: []
Address: []
[]
[]
Telephone: []

Contractor:

Name: []
Title: []
Address: []
[]
[]
Telephone: []

VIII. COOPERATION

The Contractor and NYSLRS and their respective agents, employees, and officers agree to cooperate with each other to the fullest extent in connection with the Services. Pursuant to the terms and conditions of this Agreement and all appendices hereto, NYSLRS will supply and make available necessary information and personnel to assist the Contractor to perform the Services.

IX. STAFF

- A. Staff Definition.** For the purposes of this Agreement, the Contractor's "Staff" means the Contractor's owners, officers, directors, employees, subsidiaries, affiliates, partners, and agents of the Contractor. Staff also includes any subcontractor (including third-party services providers) and their employees providing Services hereunder or who have access to Confidential Information as defined herein.
- B. Key Staff.** The Contractor shall assign [NAME] as the Marketing Lead and shall assign [NAME] as the Project Coordinator (together, the "Key Staff"). If the Contractor must replace either of these Key Staff members during the Term of the Agreement, such replacement's skills and expertise must be equivalent to or exceed that of the Key Staff member being replaced, as determined by NYSLRS. In each such instance, the Contractor must provide NYSLRS with a summary of the experience of the proposed replacement and an opportunity to interview that person prior to allowing such individual to provide Services. NYSLRS may approve or disapprove any proposed changes in the Contractor's Key Staff. Said approval will not be unreasonably withheld.
- C. Removal.** NYSLRS reserves the right to remove any of the Contractor's Staff from the performance of Services hereunder, if, in NYSLRS's discretion, such Staff is not performing in accordance with this Agreement, or for any other reasonable work-related cause.
- D. FIRCA.** The Federal Immigration Reform and Control Act ("FIRCA"), as amended, (8 USC §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 NYSLRS that it has verified its Staff assigned to provide Services 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 the Agreement. In order to confirm that the Contractor's Staff are legally entitled to work in the United States, NYSLRS reserves the right to request documentation attesting to the legal entitlement to work in the United States for any of Contractor's Staff assigned work under the Agreement. In accordance with such law, NYSLRS does not discriminate against individuals on the basis of national origin or citizenship.
- E. Responsibility.** The Contractor is fully responsible to NYSLRS for the acts and omissions of Contractor and its Staff in connection with their performance hereunder and their adherence to all contract terms and conditions.

X. SUBCONTRACTORS

The Contractor may use subcontractors or other entities to perform any of the Services ("subcontractors"), provided that:

- A. Disclosure Requirements.** The Contractor must disclose all subcontractors to NYSLRS prior to the performance of any Services. NYSLRS has the right to approve or disapprove, after review and/or interviews, any and all subcontractors of the Contractor prior to their performance of Services. Such approval is in discretion of NYSLRS. 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 discretion of NYSLRS, result in a disqualification of the subcontractor or termination of this Agreement. The Contractor shall disclose to NYSLRS its intention to enter into any subcontracts for the performance of any Services.

- B. Contractor Responsibility.** The Contractor shall be fully responsible to NYSLRS for the acts and omissions of its subcontractors and of persons either directly or indirectly engaged by them in connection with the performance of the Services. Additionally, without limiting the foregoing:
1. The Contractor shall ensure that each subcontractor complies with the terms of this Agreement, and performs the Services as required, and that each subcontractor maintains all records with respect to the Services in the same manner as required of the Contractor.
 2. The Contractor shall require all proposed subcontractors to complete such Appendices included in this Agreement as are deemed necessary by NYSLRS prior to any such proposed subcontractor's performance of Services. The Contractor acknowledges that this requirement is ongoing for the Term of this Agreement.
 3. Contractor shall include in all subcontractor agreements binding provisions that are at least as restrictive as those found in this Agreement.
- C. Removal.** NYSLRS reserves the right to remove any of the subcontractor's staff from providing any of the Services if, in NYSLRS's discretion, such subcontractor's staff is not performing in accordance with this Agreement, or for any other reasonable work-related cause. NYSLRS reserves the right to approve or disapprove any proposed changes in subcontractor's staff who are assigned a key role on this engagement. NYSLRS in each instance will be provided with a summary of the experience of the proposed subcontractor's key staff member and an opportunity to interview that person, prior to giving its approval or disapproval.

XI. RELATIONSHIP OF PARTIES

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

XII. RIGHTS TO WORK PRODUCT

If the Contractor publishes a work related to any aspect of performance under this Agreement, or the results and accomplishments attained in such performance, NYSLRS shall have, in addition to any rights and remedies it may have under this Agreement, a perpetual, royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use the publication.

All work performed by Contractor and its personnel for NYSLRS under the Agreement is intended as work for hire. Such work is specially ordered and commissioned for use as contributions to a collective work, or is other such work as specified by §101(2) of the U.S. Copyright Act [17 U.S.C. 101(2)], and is intended to be a work for hire that is made for the use and ownership of the State of New York. Furthermore, NYSLRS and the Contractor agree that the State is the owner of all copyrights regarding such work. The Contractor warrants to the State that it, and all of its staff, who have been, or may be used in regard to the Agreement, forfeit all past or future claims of title or ownership to the work produced under the Agreement.

Any and all reports and other materials (preliminary, final and otherwise), analyses and data (whether statistical or otherwise), transmitted to NYSLRS by the Contractor will become the sole and exclusive property of NYSLRS for such use as NYSLRS deems appropriate, other than Contractor's work papers, which Contractor may retain.

XIII. CONFLICT RESOLUTION

- A.** If there are conflicts between the Contractor and NYSLRS that may affect any of the Services, the Contractor must submit to OSC's Project Manager a timely written explanation of the details of the conflict,

including such pertinent facts as may provide NYSLRS with a firm basis for understanding the nature of the conflict.

- B.** With respect to the conflicts detailed in Section XIII.A., the OSC Director of Finance shall have the sole right and authority to direct the involved parties on the appropriate course of action to be taken to resolve the conflict. Both parties reserve the right to pursue all available legal and equitable remedies.

XIV. CONFLICTS OF INTEREST

The Contractor hereby covenants and represents that it currently has no conflicts of interest with respect to Services and any other client engagements, contracts, or employment, and that the Contractor shall immediately advise NYSLRS whenever it becomes aware of any situation that involves or appears to involve such a conflict of interest or potential conflict.

XV. CONFIDENTIALITY AND SECURITY

- A. Confidential Information.** The Contractor shall treat as confidential all personal information concerning Program users that is provided to, collected by, or otherwise disclosed to the Contractor in the course of providing Services, either verbally, electronically, visually, or in written or other tangible form. Personal information means any information concerning a natural person which, because of symbol, mark, or other identifier, can be used to identify that person. In addition, the Contractor shall treat as confidential all NYSLRS, OSC, and user information that is either identified or should be reasonably understood to be confidential ("Confidential Information"), including users' financial and demographic information (e.g., the existence of household debt, user age ranges). All personal information is Confidential Information.

- B. Use and Retention of Confidential Information.** The Contractor shall:

1. use Confidential Information solely for the purpose of carrying out its obligations hereunder, and for no other purpose.
2. promptly, after the termination or expiration of the Agreement, 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 NYSLRS, 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.

- C. Disclosure of Confidential Information.**

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 NYSLRS and 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.

- 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; (ii) applicable industry standards concerning data protection, confidentiality and information security; (iii) security policies, procedures, statutes, regulations, and directives set forth in RFP 0001; and (iv) applicable OSC facility security policies and procedures provided to Contractor.

E. 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 or as mutually agreed between the parties]** of such occurrence.

“Security Incident” means any exploited vulnerability or unauthorized or unlawful access to Confidential Information. 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.

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:

- a) 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
 - b) 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.
2. In the instance of a Security Incident, 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 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. OSC’s approval of notices and/or public disclosures required by law or other regulations will not be unreasonably withheld or delayed. This prior approval applies to any determination to delay notifications due to law enforcement investigations.

Nothing contained herein reduces or alters the Contractor’s obligations under applicable law.

F. Security

1. The Contractor represents and warrants that it has developed, implemented, and will maintain comprehensive data security, disaster recovery, and business continuity programs (together, the “Security Programs”) reasonably designed to protect Confidential Information and conduct

its business in accordance with current industry standards and applicable law. The Contractor must monitor its Security Programs and audit its Security Programs at least annually. The Contractor shall adjust its Security Programs as necessary in accordance with the results of such audits and shall make its audit reports available to NYSLRS upon request.

2. The Contractor and its Staff shall comply with all applicable OSC facility and information security policies, standards, and procedures, including any training required, both present and future, in performing the Services. The Contractor shall not connect any non-OSC computer, electronic storage device, or telecommunications equipment (e.g., personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets) to any OSC system. 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 therefrom without the prior written approval from an authorized representative of OSC.

XVI. Background Investigations

- A. **Investigation of Covered Employees.** The Contractor shall conduct background investigations on its employees, and shall require that all subcontractors providing Services under this Agreement conduct background investigations on their employees, who are assigned to provide any Services OR who will have (i) access to OSC's IT systems, (ii) access to Confidential Information, or (iii) access to any OSC facility for five consecutive business days or 10 days over the annual term of the engagement ("Covered Employees").
- B. **Background Investigation Certification.** Accordingly, with the signing of this Agreement, the Contractor, certifies that it (and its subcontractors) has or will conduct a background investigation on Covered Employees prior to the Covered Employees' commencement of Services. The Contractor (and subcontractors) must obtain, unless prohibited by applicable law, the consent of such Covered Employees 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 Employees from providing Services if they do not provide such consent when requested by the IG. The Contractor shall undertake a background investigation of any new/replacement Covered Employees during the Term of the Agreement.

Only Covered Employees who have passed the background investigation shall be assigned to provide Services.

- C. **Background Investigation Requirements.** At a minimum, background investigations shall include a review/evaluation of the following:
 - identity verification, including Social Security Number or national identity number search, as applicable;
 - employment eligibility, including verification of U.S. citizenship or legal immigration status, where appropriate;
 - criminal history/court records (Federal, state, and local for the past five years), as permitted under applicable law;
 - work experience/history for the past five years;
 - pertinent skills, qualifications, and education/professional credential verification; and
 - references.

XVII. INDEMNIFICATION AND LIABILITY

- A. **Contractor Liability and Indemnification.** The Contractor shall be fully liable to and shall indemnify, defend, and hold harmless OSC and NYSLRS, their officials, agents, and employees, from charges, claims,

investigations, suits, or proceedings, damages, and costs (including reasonable attorneys' fees and expenses) without limitation, 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); 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 will not be obligated to indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligence of OSC or NYSLRS.

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

1. prompt written notice of any action, claim, suit, proceeding, or threat of such action;
2. the opportunity to take over, settle, or defend any such action, claim, suit, or proceeding at Contractor's expense; and
3. 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 expense, if it determines there is an issue involving a significant public interest.

C. Indemnification is in Addition to Rights. The indemnification obligation contained in this Section XVII (Indemnification and Liability): (i) is in addition to, and not in lieu of, any other right, power, or remedy that OSC, or the officers, agents, representatives, and staff of OSC, may have against the Contractor; and (ii) will not be construed to limit in any way the duties, responsibilities, and obligations of the Contractor set forth in this Agreement. OSC may, in addition to other legal remedies available to it, retain from amounts otherwise due to the Contractor such moneys as may be necessary to satisfy any claim for damages OSC may have against Contractor.

D. Limitations of Liability

1. **No Consequential, Indirect, or Special Damages.** Notwithstanding the above, the Contractor, OSC, and NYSLRS will not be liable for any consequential, indirect, or special damages of any kind which may result directly or indirectly from such performance, including loss of use or loss of profit.
2. **Force Majeure Events.** The Contractor, OSC and NYSLRS will not be liable for any delay or failure in performance beyond their 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.

XVIII. RESPONSIBILITY TERMS

- A. Contractor Covenants and 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 NYSLRS 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. Continued Obligation.** The Contractor shall provide to NYSLRS updates to the Responsibility Questionnaire if any material events 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 NYSLRS.

NYSLRS reserves the right, in its 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 NYSLRS within a reasonable timeframe to be established at NYSLRS's discretion.

- C. Determination of Non-Responsibility.** NYSLRS 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) NYSLRS's discovery of any other material information which pertains to the Contractor's responsibility.

If NYSLRS preliminarily determines the Contractor to be non-responsible, NYSLRS will provide written notice to the Contractor detailing the reasons for the preliminary determination, and will provide the Contractor with an opportunity to be heard before the determination is finalized.

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

XIX. TERMINATION AND SUSPENSION

- A. 30 Day Notice of Termination.** NYSLRS reserves the right to terminate or suspend this Agreement, or terminate or suspend the Services or a portion thereof, with or without cause, upon 30 days' prior written notice.
- B. Immediate Termination.** NYSLRS reserves the right to immediately terminate or suspend this Agreement or to immediately terminate or suspend the Services or a portion thereof upon written notice to the Contractor if NYSLRS deems the Contractor's performance unsatisfactory at any time during the term of this Agreement, in NYSLRS's discretion.
- C. Effect of Termination.** If this Agreement is terminated or suspended for any reason prior to its stated term, the compensation to be paid to the Contractor will be prorated to the effective date of such termination or suspension based on the Services satisfactorily delivered to such termination or suspension date.

XX. 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 NYSLRS.
- D. Ethics Compliance.** The Contractor and its Staff shall comply with the requirements of Public Officers Law §§73 and 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with those provisions may result in termination of the Agreement and/or other civil or criminal proceedings as required by law.

- E. **Survival**. The provisions of Sections IV (Representations, and Warranties, and Covenants), XV (Confidentiality and Security), XVII (Indemnification and Liability), and Appendix A shall survive the expiration or termination of this Agreement.
- F. **Counterparts**. This Agreement may be executed in counterparts, each of which when executed will be deemed an original, and all of which taken together will constitute one and the same agreement with the same effect as if such signatures were upon the same instrument.

XXI. 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. The Agreement shall not 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, the NYSLRS and 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: [REDACTED]

[CONTRACTOR]

**THE COMPTROLLER OF THE STATE OF NEW YORK, AS
ADMINISTRATION HEAD OF THE NEW YORK STATE AND LOCAL
RETIREMENT SYSTEM**

SIGNATURE

SIGNATURE

PRINTED NAME

JEREMY R. DISARE

PRINTED NAME

TITLE

DIRECTOR OF FINANCE

TITLE

DATE

DATE

CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF _____ }

COUNTY OF _____ }

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:

BY:

DATE

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

**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.

August 31, 2021

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 services¹ 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 vendor² 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 question³ 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 influence⁴ relating to the vendor's bid or proposal. Any OSC employee who has direct knowledge of any improper influence or

¹ 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.

² 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.

³ 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.

⁴ 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.

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.

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 process⁵. 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

⁵ 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.

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.
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
<p>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.</p>
ACKNOWLEDGEMENT OF RECEIPT OF OSC'S POLICY STATEMENT ON DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT
<p>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.</p>
CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW § 139(L) REGARDING SEXUAL HARASSMENT POLICY AND ANNUAL TRAINING
<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 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."</p>
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; and 3. 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
<p>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.</p>

* 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

PROPOSER NAME	JOINT PROPOSER NAME (IF ANY)
SIGNATURE	SIGNATURE
PRINTED OR TYPED NAME	PRINTED OR TYPED NAME
TITLE	TITLE
DATE	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

APPENDIX G

OSC CONSULTANT DISCLOSURE REPORTING REQUIREMENTS

CONTRACTOR INSTRUCTIONS

Background:

Pursuant to New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract. The report must include for each employment category within the contract: (i) the number of employees employed to provide services under the contract, (ii) the number of hours they work, and (iii) their total compensation under the contract. Consulting services are defined as analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

Contractors selected for award on the basis of a procurement issued by OSC (Request for Proposals, Request for Quotations, Mini-Bid, or Invitation for Bids) must complete **Form A, State Consultant Services – Contractor’s Planned Employment**, upon notification of award. The completed **Form A** must include information for all employees that will be providing services under the contract, whether employed by the contractor or by a subcontractor.

Contractors selected for award are also required to complete **Form B, State Consultant Services Contractor’s Annual Employment Report**, annually for each year of the contract term, on a State fiscal year basis. The first report is due May 15 for the period April 1 through March 31 of the most recently concluded State fiscal year or portion thereof.

Form A must be submitted to OSC as the contracting agency. Form B must be submitted to OSC (as the contracting agency), the Department of Civil Service, and the Consultant Reporting Section of the Bureau of Contracts at OSC, at the addresses provided in these instructions.

Instructions:

Form A: State Consultant Services – Contractor’s Planned Employment

Upon notification of contract award, complete Form A, attached to these instructions, to report the necessary planned employment information prospectively from the start date through the end of the contract term. This is a one-time reporting requirement.

Complete Form A for contracts for consulting services in accordance with the following:

- **Employment category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees anticipated to be providing services under the contract. (Note: The O*NET database is available through the US Department of Labor’s Employment and Training Administration website at <https://www.onetonline.org>.)
- **Number of employees:** the total number of employees in the employment category anticipated to provide services under the contract, including part-time employees and employees of subcontractors.
- **Number of hours to be worked:** the total number of hours anticipated be worked by the employees in the employment category.
- **Amount payable under the contract:** the total amount payable by the State to the Contractor under the contract, for work by the employees in the employment category, for services to be provided during the contract term.

Submit completed Form A to OSC within 48 hours of notification of selection for award at the address listed below.

Form B: State Consultant Services Contractor's Annual Employment Report

Use Form B, attached to these Instructions, to report annual employment information. This form captures historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). Submit Form B to OSC (as the contracting agency), the Department of Civil Service, and to the Consultant Reporting Section of the Bureau of Contracts at OSC at the addresses listed below.

Complete Form B for contracts for consulting services in accordance with the following:

- **Scope of Contract:** a general classification of the single category that best fits the predominate nature of the services provided under the contract.
- **Employment Category:** the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: The O*NET database is available through the US Department of Labor's Employment and Training Administration website at <https://www.onetonline.org>.)
- **Number of Employees:** the total number of employees in the employment category employed that provided services under the contract during the Report Period, including part-time employees and employees of subcontractors.
- **Number of hours worked:** the total number of hours worked during the Report Period by the employees in the employment category.
- **Amount Payable under the Contract:** the total amount paid or payable by the State to the Contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

Submit the completed Form B by May 15 for the period April 1 through March 31, and annually by May 15th thereafter for each State fiscal year (or portion thereof) the contract is in effect, as follows:

To OSC (as the contracting agency):

By mail: Bureau of Finance
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

By email: rfp@osc.state.ny.us

To the Bureau of Contracts:

By mail: Bureau of Contracts
NYS Office of the State Comptroller
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

By email: CDMOST@osc.ny.gov

To Department of Civil Service:

By mail: NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239
Attn: Executive Office

By email: SubmitformB@cs.ny.gov

FORM A

New York State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term

State Agency Name: Office of the State Comptroller	
State Agency Department ID: 3050000	Agency Business Unit: OSC01
Contractor Name:	Contract Number:
Contract Start Date: / /	Contract End Date: / /

Employment Category	Number of Employees	Number of hours to be worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

Page of

FORM B

New York State Consultant Services
Contractor's Annual Employment Report
 Report Period: April 1, to March 31,

Contracting State Agency Name: Office of the State Comptroller	
Contract Number:	Agency Business Unit: OSC01
Contract Term: / / to / /	Agency Department ID: 3050000
Contractor Name:	
Contractor Address:	
Description of Services Being Provided:	

Scope of Contract (Choose one that best fits):

<input type="checkbox"/> Analysis	<input type="checkbox"/> Evaluation	<input type="checkbox"/> Research	<input type="checkbox"/> Training
<input type="checkbox"/> Data Processing	<input type="checkbox"/> Computer Programming	<input type="checkbox"/> Other IT consulting	
<input type="checkbox"/> Engineering	<input type="checkbox"/> Architect Services	<input type="checkbox"/> Surveying	<input type="checkbox"/> Environmental Services
<input type="checkbox"/> Health Services	<input type="checkbox"/> Mental Health Services		
<input type="checkbox"/> Accounting	<input type="checkbox"/> Auditing	<input type="checkbox"/> Paralegal	<input type="checkbox"/> Legal
			<input type="checkbox"/> Other Consulting

Employment Category	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	\$ 0.00
Grand Total			

Name of person who prepared this report:

Title:

Phone #:

Preparer's Signature:

Date Prepared: / /

(Use additional pages, if necessary)

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