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COMPTROLLER OF THE STATE OF NEW YORK



REQUEST FOR PROPOSALS

RFP0003

**BANKING SERVICES FOR
THE NEW YORK STATE AND LOCAL EMPLOYEES'
RETIREMENT SYSTEM**

ISSUED: NOVEMBER 26, 2025

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1.0 CALENDAR OF EVENTS

<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals (RFP)	November 26, 2025
Deadline for Submission of Initial Written Questions	December 18, 2025 4:00 p.m. ET
Responses to Initial Written Questions Posted (Estimated)	January 20, 2026
Deadline for Submission of Final Written Questions	February 10, 2026 4:00 p.m. ET
Responses to Final Written Questions Posted (Estimated)	March 11, 2026
Deadline for Submission of Proposals	April 8, 2026 4:00 p.m. ET
Anticipated Start of Interviews (Estimated) (if necessary)	August 7, 2026
Anticipated Commencement of Services	May 13, 2027

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 Trustee of the Common Retirement Fund (the “CRF” or “Fund”) and Administrative Head of the New York State and Local Retirement System and the New York State and Local Police and Fire Retirement System (collectively, “NYSLRS/NYPRS”), (collectively, the Comptroller and NYSLRS/NYPRS are “NYSLRS” or the “System”), defined below, seeks proposals from qualified entities (“Proposers”) to provide banking services including deposits, disbursements (via check and electronic funds transfer, including ACH and Wires, incoming and outgoing, as applicable, see Section 2.5.A, and monitoring, reporting, and electronic cash management system services as described in Section 5.0, Table 5.1 (Banking Services and Responses). In addition, Proposers will provide Backup Check Printing Services as described in Table 5.2 (Backup Check Printing Services and Responses). Proposers may use a subcontractor for Backup Check Printing Services, but may not use a subcontractor for any other services requested in the RFP.

2.2. Interchangeable Designations

The terms “Proposer,” “Selected Proposer,” and “Contractor” may be referenced throughout this RFP. Generally, references to the “Proposer” are used in conjunction with the proposing organization and procurement process leading up to the final RFP selection and conditional award. Where the term “Selected Proposer” is used, it denotes the conditionally awarded Proposer, prior to contract execution. The term “Contractor” denotes the role assumed, post-contract execution, by the Selected Proposer.

2.3. The New York State and Local Retirement System

The Comptroller is responsible for the management of the System. The mission of the System is to protect the assets of the System and properly fund and administer retirement and death benefits earned by members during their public service. The Comptroller’s responsibilities include the calculation of actuarial liabilities and contributions, the adjudication and payment of benefits, and the collection and crediting of contributions to individual member and employer accounts.

2.4. The Division of Retirement Services and the Accounting Bureau

The Division of Retirement Services (the “Division”) is responsible for the operation of the System. The System administers benefit programs for nearly 700,000 actively employed members. The number of pensioners and beneficiaries of the System is over 500,000. There are approximately 3,000 employers that participate in the System.

Within the Division, NYSLRS’ Accounting Bureau (the “Bureau”) is responsible for preparing and maintaining accurate financial records and reports pertaining to the System. The Bureau maintains the general ledger control accounts and subsidiary accounts, processes transfers among these funds, and prepares journal vouchers and adjustment transactions. The Bureau applies all moneys received for the System and maintains the accounting records of System disbursements.

The Bureau also collects contributions from participating employers that are deposited into the Accounts and debits the Accounts for various payment types, including Pension Payrolls and vendor payments for services or goods received.

The Bureau is the primary point of contact for banking relationships.

2.5. Banking Services (“Services”) Overview

A. Banking Transactions

NYSLRS transactions consist of checks and Electronic Funds Transfers (“EFTs”). For purposes of this RFP, EFTs are defined to include (i) ACH transactions, including direct deposit, direct payment, and direct debit transactions, and (ii) wire transfers, both domestic and foreign.

B. Accounts Required

There are several bank accounts currently used by the System for its day-to-day banking needs, which would be required to be provided by the Contractor. They are as follows:

- **NYSLRS Checking Accounts**
 - North American Payroll (“NAP”) Checking
 - NYSLRS Pension Payroll
 - Employees Retirement System (“ERS”) Accounts Payable (“AP”) Checking
 - All other NYSLRS Payments for ERS
 - Police and Fire Retirement System (“PFRS”) AP Checking
 - All other NYSLRS Payments for PFRS
- **NYSLRS Electronic Funds Transfer (“EFT”) Accounts**
 - NAP EFT
 - NYSLRS Pension Payroll
 - ERS AP EFT
 - All other NYSLRS Payments for ERS
 - PFRS AP EFT
 - All other NYSLRS Payments for PFRS

- **NYSLRS Deposit Accounts**
 - NYSLRS Check Deposit Account
 - NYSLRS EFT Deposit Account

The table below identifies, for calendar year 2024, the total number and aggregated amounts for the transactions that are serviced through these accounts.

Transaction Type	Total Annual Transactions	Total Annual Aggregate Amount (1/1/2024 – 12/31/2024)
Checks (Disbursements)		
NYSLRS NAP Checking (Pension Payroll Checks)	344,361	\$994,205,338
NYSLRS ERS AP Checking (Vendor Checks)	8,665	\$90,456,751
NYSLRS PFRS AP Checking (Vendor Checks)	2,554	\$42,614,348
EFT (Disbursements)		
NYSLRS NAP EFT (Pension Payroll EFT) • ACH, including direct deposit and direct payment transactions • Electronic Bank Transfers • Wire transfers, both domestic and foreign (outgoing)	6,156,695	\$14,329,562,758
NYSLRS ERS AP EFT (Vendor EFT Payments) • ACH, including direct deposit and direct payment transactions • Electronic Bank Transfers • Wire transfers, both domestic and foreign (outgoing)	567	\$217,535,289
NYSLRS PFRS AP EFT (Vendor EFT Payments) • ACH, including direct deposit and direct payment transactions • Electronic Bank Transfers • Wire transfers, both domestic and foreign (outgoing)	284	\$15,078,517
Deposits (Receipts)		
NYSLRS Check Deposit Account	11,432	\$755,807,326
NYSLRS EFT Deposit Account • ACH, including direct deposit and direct payment transactions • Direct Debit	52,218	\$510,836,585

• Electronic Bank Transfers • Wire transfers, both domestic and foreign (incoming)		
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C. Backup Check Printing Services

NYSLRS may require Backup Check Printing services (“Backup Check Printing Services”) in accordance with service terms as mutually agreed upon by NYSLRS and the Selected Proposer (“Service Terms”), which could be used to satisfy NYSLRS’ payment needs. Backup Check Printing Services would be required to comply with NYSLRS’ processes associated with producing and preparing checks for distribution if then-current and reserve printing and mailing processes will not satisfy NYSLRS’ needs. Backup Check Printing Services could include payments to vendors, benefit recipients, retirees, or other lawful payments on a special circumstance and time-limited basis only, subject to the prior written authorization of NYSLRS. The provisioning of the Backup Check Printing Services by the Contractor may include hardware (such as printers that can print the MICR line), software, supplies (such as MICR ink and check stock), personnel (to create, process, print, insert, mail checks), postage, check stock secure storage, and other necessary equipment, supplies, software and/or personnel to provision such Services. The Contractor will provide Backup Check Printing Services to work in conjunction with and that will be supported by the Contractor’s full Account Reconciliation Program (“ARP”). The Proposer may subcontract with a third party to provide such Backup Check Printing Services. Backup Check Printing Services are further described in Table 5.2 of this RFP.

2.6. RFP Requirements

This RFP outlines the terms and conditions 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. To ensure compliance with these requirements and to prevent possible disqualification, Proposers should follow the format and instructions contained in this document.

Appendix C (OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures) impacts the entire procurement and Proposers are encouraged to read and understand these procedures before drafting their proposals.

The Proposer is required to review Appendix A (Standard Clauses for Contracts Entered Into by the Comptroller of the State of New York as Trustee of the New York State Common Retirement Fund). 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.

Proposers are encouraged to review Attachment G (Draft Contract), including all appendices, as each 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. Bracketed language included in Attachment G may, at the sole discretion of NYSLRS, be revised as otherwise mutually agreed between NYSLRS and the Proposer. NYSLRS may consider limited and reasonable modifications to the non-bracketed language in the Draft Contract in alignment with industry standards, so long as such proposed modifications do not reduce any of NYSLRS’ rights and protections or increase NYSLRS’ obligations. However, NYSLRS has no obligation to accept any such proposed modifications and reserves all rights to reject any proposed changes. NYSLRS prefers that Proposers submit such proposed modifications to the Draft Contract as an attachment to the Administrative Proposal (see Section 7.1.E, Administrative Proposal).

*At the time a Proposer submits its written administrative proposal, which shall also include proposed modifications to the Draft Contract, if any, each Proposer must also submit at that time any additional terms and conditions, deposit account agreements, service schedules, and any other standard bank-related or account-related documentation or materials (collectively, "Bank service schedules") that such Proposer will seek to incorporate into any awarded contract that results from this RFP or that such Proposer asserts will apply to any awarded contract, **in editable Microsoft Word format**, for NYSLRS' review and, subject to NYSLRS' modifications, mutual written agreement. In addition to Bank service schedules, Proposer must submit any Service Terms related to the Backup Check Printing Services in Section 2.5.C and Table 5.2, **in editable Microsoft Word format**, for NYSLRS' review and subject to NYSLRS' modifications, mutual written agreement. Proposers are advised that no proposed Bank service schedules or Service Terms will be incorporated and/or applied to any awarded contract where such are not reduceable to printable, written format and are not agreed to by NYSLRS in the final Contract. No hyperlinks or online terms and conditions of any sort will be permitted to be incorporated into a final contract. Any proposed banking services schedules and/or Service Terms submitted with the Proposal must be submitted as an attachment to the Administrative Proposal (see Section 7.1.E).*

2.7. Term

The term of the contract to be entered into as a result of this RFP (the "Contract") will be for a period of up to 10 years from the date of contract execution. Subject to the provisions of the Contract, the term is comprised of (i) a seven year period for the performance of the Services (the "Performance Period"), which incorporates a period of up to one year to complete an orderly transition of services to a successor bank (the "Transition Period"), and (ii) a subsequent period of up to three years, starting from either the expiration or, if earlier, the termination of the Contract, during which the Contractor will complete (a) the processing, payment, and/or handling of checks issued or resolution of other transactions made relative to any NYSLRS accounts during the Performance Period and in satisfaction of NYSLRS' continuing obligations, and/or (b) any legally mandated escheatment or other measures needed to satisfy applicable legal requirements of the New York State Retirement and Social Security Law ("RSSL") or Surrogate's Court Procedure Act and corresponding regulations ("Closeout Period") (collectively, the Performance Period and the Closeout Period are the "Term").

The duration of the Closeout Period will be subject to NYSLRS' discretion. Compensation to the Contractor during the Closeout Period will be at the rates and on the same terms that are set forth in the Contract.

2.8. Staff

For the purposes of this RFP, Proposer's staff means Proposer's employees and its subcontractors' employees providing Services. "Staff" includes staff, and also owners, officers, directors, employees, subsidiaries, affiliates, partners, and agents of the Proposer; and Proposers' contractors (including third-party service providers and subcontractors) and their staff providing any of the Services or that are permitted by the Proposer to process, store, access, transmit, receive, or come into contact with (collectively, "access") NYSLRS' confidential information.

2.9. 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 (described below in Section 5.0). While Services may be provided by the Prime, its subcontractors, and/or via a joint venture (a partnership or a consortium with other vendors), the Prime is responsible for the efforts of any subcontractors/partners/joint venturers (collectively, "Subcontractor(s)"), including their compliance with contract provisions.

2.10. Enhancements and Modifications

Due to the rapid pace of change and innovation in banking services, it can reasonably be anticipated that during the term of the Contract, that the Services described may require enhancement or modification. Therefore, any proposal submitted must include a commitment to work with NYSLRS to implement enhancements or modifications offered by the Contractor or requested by NYSLRS.

Contractor-initiated enhancements or modifications: The Contractor may suggest enhancements or modifications that will improve the Services, including enhancements and modifications that improve productivity and/or mitigate suspicious or fraudulent activity. If NYSLRS agrees to such proposed changes, the Contractor will work with NYSLRS cooperatively to effectuate such changes. If, however, due to a failure of change in technology in connection with any proposed change, NYSLRS shall have the right to use any prior technology until such time as the change in technology can be implemented to the satisfaction of both parties.

NYSLRS-initiated enhancements or modifications: NYSLRS may request that the Contractor provide certain enhancements or modifications. Except to the extent that any NYSLRS-initiated request will impact the Contractor's proprietary operations or systems, NYSLRS is under no obligation to request such enhancements or modifications from the Contractor, and reserves its rights to: 1) develop and/or implement enhancements or modifications internally at NYSLRS; and/or 2) obtain a third-party to perform such work. The Contractor agrees to work with NYSLRS and any other party to assist in the development and/or implementation of enhancements or modifications and shall timely develop and implement an enhancement or modification as directed by NYSLRS.

Enhancements or modifications that pertain to the scope of this RFP or the resulting Contract, but had neither (i) been included in the Deliverables identified in this RFP, nor (ii) been included in the proposal will be incorporated by amendment to the Contract, as will enhancements or modifications outside the scope of the RFP or resulting Contract.

Fees for the development and implementation of enhancements or modifications shall be negotiated by NYSLRS and the Contractor as soon as feasible prior to commencement of work by the Contractor. Prior to amending the Contract, NYSLRS will conduct a review of Contractor's proposed number of hours for the task, the titles of staff performing such tasks, and the rates or fees for such tasks. The Contractor shall use its best efforts to promptly develop a requested enhancement or modification. The Contractor shall not implement a NYSLRS-directed enhancement or modification into "live" production until the enhancement or modification has been accepted by NYSLRS and, if the amendment exceeds \$50,000, approved by NYSLRS' Executive Deputy Comptroller.

3.0 MINIMUM QUALIFICATIONS TO PROPOSE

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

Proposers must:

- 3.1** The Proposer must be a state or federally chartered bank authorized to do business in New York State and must have at least one branch or office with a physical location in New York State. The Proposer must maintain such status and physical location throughout the term of the Contract.
- 3.2** The Proposer must have a financial strength rating of at least "B" for the quarter ending as published in the most current report of the Kroll Bond Rating Agency. **Proposers are not required to subscribe to the Kroll service and a Kroll rating is not contingent upon any such subscription. The Proposer is not required to respond to this Minimum Qualification; this rating will be independently verified by NYSLRS.**

- 3.3** The Proposer that will provide EFT services (for purposes of this RFP, EFTs are defined to include (i) ACH transactions, including direct deposit, direct payment, and direct debit transactions, and (ii) wire transfers, both domestic and foreign) must be a member of Nacha and, upon request, provide supporting documentation of membership. The Proposer must remain a member and agree to conform to all Nacha Operating Rules ("Nacha Rules") throughout the term of the Contract.
- 3.4** Proposer must be able to act as both an Originating Depository Financial Institution ("ODFI") and a Receiving Depository Financial Institution ("RDFI") – able to both initiate and receive ACH entries.
- 3.5** Proposer must have a minimum of three years' experience providing deposit and disbursement services within the past five years.

In each of the three qualifying years, the Proposer must have: (i) at least one contract under which the Proposer processed controlled disbursements of at least six million outgoing ACHs per year, and (ii) at least one contract under which the Proposer processed at least four hundred thousand paper checks per year. Requirements (i) and (ii) may be satisfied by the same contract or separate contracts.

See Section 7.2.F (References) for documentation requirements substantiating that the Proposer meets this Minimum Qualification.

- 3.6** At NYSLRS' directive, the Proposer must agree to pledge securities or to obtain a surety bond by companies with the highest ratings issued by nationally recognized statistical rating organizations to secure NYSLRS' interest in any depository account and any "pass-through" accounts to the extent requested and deemed appropriate by NYSLRS, which may be aligned with the collateral requirements as set forth in State Finance Law Sections 105/106. NYSLRS shall establish and periodically review and adjust, as necessary, the amounts held as collateral. Collateral will be held at the New York State fiscal agent unless otherwise agreed to by NYSLRS, in consultation with the Comptroller. NYSLRS reserves the right to periodically verify the amount of collateral held.

4.0 POST-AWARD SECURITY AND CONFIDENTIALITY VERIFICATION

The Selected Proposer must protect the confidentiality of NYSLRS information provided to or collected by the Selected Proposer in providing all services contemplated by this RFP. Systems and applications that access, input, store, process, output, and/or transmit confidential information must protect the confidentiality, integrity, and availability of such information, and Selected Proposer's facilities and infrastructure must be physically and logically secure in accordance with industry-standard security standards and compliant with applicable laws and regulations.

Upon notification of award (see Section 10.0), but prior to contract execution, the Selected Proposer will be required to demonstrate to NYSLRS that its security measures, processes, standards, and policies (collectively, "security practices") as identified and set forth in the written responses submitted with its proposal, including but not limited to its responses in Table 5.3 to this RFP, sufficiently align with security standards as set forth below and as required by applicable law or regulation.

The post-award security verification process does not relieve the Selected Proposer from providing information about its security practices as requested in Table 5.3, below, as part of Proposer's Response. If requested by the Selected Proposer, NYSLRS will enter into a NYSLRS-approved non-disclosure agreement for the purpose of such discussions and disclosure of documents.

Should the Selected Proposer be unable to produce sufficient proof of operational security controls prior to contract execution, this may be grounds for withdrawing the conditional award. NYSLRS expressly reserves its rights to decline to make a final award to any Selected Proposer that NYSLRS concludes, in its discretion, is unable to demonstrate that its security practices do not sufficiently align with security standards as set forth herein. NYSLRS' determination will be based on Proposer's written responses regarding the

requirements in this RFP and any corresponding documentation and verbal representations by persons with knowledge on behalf of Contractor that is shared with NYSLRS as contemplated herein.

NYSLRS expressly reserves its right to decline to make a final award to any Selected Proposer that NYSLRS concludes is unable to demonstrate that its security practices sufficiently align with security standards set forth in this RFP and as required by applicable law or regulation. Upon such determination, NYSLRS may elect to grant a conditional award to the next-highest scoring Proposer. NYSLRS may simultaneously engage in discussions with multiple Proposers regarding their security practices.

5.0 REQUIRED SERVICES, BACKUP CHECK PRINTING, AND SECURITY RESPONSES

This Section describes the banking services that are required to be provided by the Selected Proposer. The Selected Proposer must be able to provide all of the Services throughout the Contract term. The Selected Proposer will be responsible for providing any and all services detailed in its response to this RFP. If options are provided to NYSLRS, NYSLRS will select the option(s) that best serves its needs, at NYSLRS' discretion, and, may choose an option that was proposed at any time during the term of the Contract.

5.1. Banking Services and Responses

The Proposer should use this format to respond. NYSLRS has provided Table 5.1 (Banking Services and Responses) as a separate document in MS Word for preparation of proposals.

For those Requirements in Table 5.1 that specify “No response required,” Proposers should note that any response provided will be disregarded as extraneous, will be given no consideration, will not be evaluated, and will have no impact on the Services to be provided. Only Proposer’s responses to those items that are identified as “Scored Response” will be considered for scoring for the purposes of NYSLRS’ evaluation and any contract award.

Proposers are requested to keep responses as concise and relevant as possible.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
1.	GENERAL
1.1	The Proposer must provide banking services for accounts designated by NYSLRS; such services will include deposit, disbursement, cash management, monitoring, reporting, conversion, and transition services as needed, and other related services.
NO RESPONSE REQUIRED FOR REQUIREMENT 1.1	
2.	ACCOUNT STRUCTURE
2.1	The Proposer must establish bank accounts when required by NYSLRS for disbursements and the deposit of remittances. At implementation, NYSLRS will require three checking accounts, three EFT accounts, and two deposit accounts.
NO RESPONSE REQUIRED FOR REQUIREMENT 2.1	

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
2.2	NYSLRS prefers that checks display a New York State American Bankers Association (“ABA”) Routing Transit Number (“RTN”). SCORED RESPONSE: State whether the Proposer will display a New York State ABA RTN on checks issued for NYSLRS.
RESPONSE:	
2.3	NYSLRS prefers the ability to update signature cards without the need for existing signatories to re-sign. SCORED RESPONSE: Describe under what circumstance, if any, an existing signatory would have to re-sign signature cards to add or remove a signatory.
RESPONSE:	
3.	DISBURSEMENTS – CHECKS
3.1	The Proposer must, at minimum, allow the following types of disbursement modalities: • Checks • EFTs
NO RESPONSE REQUIRED FOR REQUIREMENT 3.1	
3.2	NYSLRS will send separate and multiple check issuance files for each account daily. Files received by the cutoff time must be processed on the day the file is received (regardless of check date) to ensure that next-day presentments are not unmatched. The Proposer will follow file layouts as agreed to during implementation. SCORED RESPONSE: What is the standard cutoff time by which the check issuance files must be received to ensure next day presentments are not unmatched?
RESPONSE:	
3.3.a	Proposer must provide NYSLRS, via a secure file transfer protocol (“SFTP”), on a daily basis and for each account, with (i) files of presented checks containing all checks presented for payment, and (ii) files of paid checks containing all checks that have been presented, matched, and approved for payment. NYSLRS prefers file delivery no later than 6:00 a.m. ET Monday through Friday, except for national holidays, and to be notified by Proposer of delivery. The Proposer will follow file layouts as agreed to during implementation.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	SCORED RESPONSE: a. Describe timing of file delivery.
RESPONSE:	
3.3.b	SCORED RESPONSE: b. Can NYSLRS' current format be used? (Y/N)
RESPONSE:	☐ YES ☐ NO
3.4	On-demand checking accounts must be funded for presented checks. Proposer must notify NYSLRS daily of total amount and item count of presented checks by 10:00 a.m. ET Monday through Friday, except for national holidays. NYSLRS will not be responsible for any fees incurred as a result of an inaccurate total amount calculated by the Proposer. SCORED RESPONSE: What is the earliest time the Proposer can provide the total amount and item count of presented checks?
RESPONSE:	
3.5.a	Proposer must provide the option of Positive Pay fraud protection that is able to be set up by account and reviewed/decisioned through an encrypted secure online system ("Proposer's Portal"). Options (e.g., payee verification, pay or no pay default, same-day, or next day) must be able to be designated by account. NYSLRS prefers the Positive Pay protection match most, if not all, of the following check fields: • payee name, • check number, • account number, • issue date, and • dollar amount. If new fraud protection services are made available by the Proposer to NYSLRS during the Contract term, NYSLRS prefers the option to designate such fraud protection services by account. The Proposer must electronically notify NYSLRS of Positive Pay exception items for each account. NYSLRS prefers such notifications to occur via email by 10:00 a.m. ET on the business day following presentment. NYSLRS prefers to be notified Monday through Friday, except for national holidays, regardless of the existence of exceptions (i.e., including if there are none), and when exceptions have not been decisioned and the decision deadline is approaching; these notifications should be provided to NYSLRS via email. SCORED RESPONSE:

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	a. List the check fields that will be matched by Positive Pay (i.e., payee name, check number, account number, issue date, dollar amount).
RESPONSE:	
3.5.b	SCORED RESPONSE: b. Describe how (e.g., via email, Proposer's Portal) and by what time NYSLRS will be notified of Positive Pay exception items.
RESPONSE:	
3.5.c	SCORED RESPONSE: c. Will NYSLRS be notified: (a) regardless of the existence of exceptions (i.e., including if there are none); and (b) when the Proposer's decision deadline is approaching, and exceptions have not yet been decisioned by NYSLRS?
RESPONSE:	
3.6.a	NYSLRS prefers that the Proposer limit Positive Pay exception items to items that cannot be reconciled by the Proposer even after manual intervention. NYSLRS prefers that items that can be addressed by Proposer's manual intervention and review of: (i) the image, (ii) previously paid or stopped information, or (iii) the issuance, not be presented as Positive Pay exception items to NYSLRS. SCORED RESPONSE: a. Will the Proposer limit Positive Pay exception items to those items that cannot be reconciled by the Proposer even after manual intervention? (Y/N)
RESPONSE:	
3.6.b	SCORED RESPONSE: b. Which of the following items will be manually reviewed by the Proposer prior to presenting an item as a Positive Pay exception to NYSLRS: (i) the image, and/or (ii) previously paid or stopped information, and/or (iii) the issuance?
RESPONSE:	
3.7	NYSLRS prefers the Proposer automatically deny, and not send to NYSLRS for decisioning through Positive Pay, transactions that are clearly fraudulent or fake (e.g., handwritten checks, checks which reflect an issuer other than NYSLRS, check numbers with the incorrect number of digits). SCORED RESPONSE: Will the Proposer automatically deny, and not send to NYSLRS for decisioning through Positive Pay, transactions that are clearly fraudulent or fake? (Y/N)
RESPONSE:	☐ YES ☐ NO

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
3.8	Images provided to NYSLRS for decisioning through the Positive Pay functionality should be clear and legible. In the event an image is illegible, NYSLRS may request the Proposer obtain a clearer image from the bank of first deposit. The Proposer should enable NYSLRS to pay or deny an originally illegible check once a clearer image is received, reviewed, and decisioned by NYSLRS, even where NYSLRS' decision to pay or deny would occur past the normal Positive Pay cutoff. SCORED RESPONSE: Will the Proposer allow NYSLRS to pay or deny an originally illegible check after a clearer image is received, reviewed, and decisioned by NYSLRS after the normal Positive Pay cutoff? (Y/N)
RESPONSE:	☐ YES ☐ NO
3.9	The Proposer must provide NYSLRS with the ability to set up fraud protections by account, both for checks and electronic disbursements. NYSLRS prefers that the following fraud protection options be included: • Transaction and daily payment limits, • Individual permissions that let specific users access only data and tools needed to complete their duties, • Dual control permissions requiring a second signer for any payment, • ACH debit block, and • Post no checks. SCORED RESPONSE: Identify and describe fraud protection options the Proposer will provide NYSLRS, in addition to Positive Pay, by account.
RESPONSE:	
3.10	The Proposer must cash "on-us" pension checks for NYSLRS' pensioners and beneficiaries, whether or not the pensioners or beneficiaries have an account with the Proposer, at no charge to the pensioner or beneficiary.
NO RESPONSE REQUIRED FOR REQUIREMENT 3.10	
3.11	If a NYSLRS payee with an account in good standing with the Proposer deposits a NYSLRS check into that account, the Proposer must not place the deposit on hold.
NO RESPONSE REQUIRED FOR REQUIREMENT 3.11	
3.12	The Proposer must provide NYSLRS with the ability to reclaim a payment that was cashed or deposited after the date of the payee's death.
NO RESPONSE REQUIRED FOR REQUIREMENT 3.12	

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
3.13	The Proposer must accept and process a payment reclaim request without a copy of the endorsed check (if applicable) or a copy of the decedent's death certificate. NYSLRS automatically generates a reclaim request letter and does not have the ability to attach supporting documents. NYSLRS will not initiate a payment claim request without confirmation of the decedent's date of death.
NO RESPONSE REQUIRED FOR REQUIREMENT 3.13	
3.14.a	The Proposer must provide NYSLRS with the ability to void, cancel, stop, and delete (collectively, "Stops") single or multiple items from the outstanding check issuance file both by online entry and file transmission. NYSLRS prefers Stops to be active by 10:00 a.m. ET the next business day. All Stops must stay in place until authorization to remove the Stop is received from NYSLRS. In rare instances NYSLRS may need to remove a Stop and prefers to do so via the Proposer's Portal. The Proposer must be able to provide an online means for NYSLRS to obtain reports and inquire on all Stops by account. NYSLRS prefers that reports be available in either Excel or .csv formats. When NYSLRS submits Stops via the Proposer's Portal, NYSLRS prefers to have the ability to check the success or failure of the requested Stops via a report in the Proposer's Portal. SCORED RESPONSE: a. Will Stops be active by 10:00 a.m. ET the next business day? (Y/N)
RESPONSE:	☐ YES ☐ NO
3.14.b	SCORED RESPONSE: b. Can Stops be removed via the Proposer's Portal? (Y/N)
RESPONSE:	☐ YES ☐ NO
3.14.c	SCORED RESPONSE: c. Describe what format reports are available in (e.g., Excel, .csv).
RESPONSE:	

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
3.14.d	SCORED RESPONSE: d. Will the Proposer provide a report in the Proposer's Portal allowing NYSLRS to check the success or failure of the requested Stops? (Y/N)
RESPONSE:	☐ YES ☐ NO
3.15.a	Proposer must provide NYSLRS a daily Stop Acknowledgement file for each account, via SFTP. The Stop Acknowledgment file must show all checks that have been acknowledged by Proposer to be stopped. NYSLRS prefers the Stop Acknowledgement file be available in either Excel or .csv formats. NYSLRS prefers the Stop Acknowledgement file be delivered daily by 10:00 a.m. ET Monday through Friday, except for national holidays, and wants to be notified by Proposer of delivery. The Proposer will follow file layouts as agreed to during implementation. SCORED RESPONSE: a. Will the Stop Acknowledgement file provided to NYSLRS be available in either Excel or .csv formats? (Y/N) Identify the file format.
RESPONSE:	☐ YES ☐ NO Identify format:
3.15.b	SCORED RESPONSE: b. Will the Proposer provide the Stop Acknowledgement file by 10:00 a.m. ET each day, Monday through Friday, except for national holidays? (Y/N)
RESPONSE:	☐ YES ☐ NO
3.16	The Proposer must investigate and determine the validity of a forgery affidavit submitted by NYSLRS. When a forgery claim is validated, the Proposer must: • Credit to NYSLRS' account after receipt of the money from the bank of first deposit. • Notify NYSLRS of the credit and to which forgery claim the credit relates. ○ NYSLRS prefers this information to be made available via Proposer's Portal. ○ Notification should reference each check(s) associated with a credit. When a forgery claim is denied, the Proposer must provide NYSLRS with information about the denial. • NYSLRS prefers this information to be made available via Proposer's Portal.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	The Proposer must fully reimburse NYSLRS for the amount paid if the Proposer, for any reason, cannot provide a photocopy/image of a paid check to support a forgery claim and NYSLRS files the forgery claim on behalf of a claimant. SCORED RESPONSE: When a forgery claim is denied, will the Proposer provide NYSLRS with information about the denial via the Proposer's Portal? (Y/N)
RESPONSE:	☐ YES ☐ NO
3.17	Proposer must pursue payment of a forged check with the Federal Deposit Insurance Corporation ("FDIC") or Resolution Trust Corporation ("RTC") if the cashing bank has become insolvent.
NO RESPONSE REQUIRED FOR REQUIREMENT 3.17	
3.18.a	Proposer must promptly notify and reimburse NYSLRS when the Proposer has received credit from a bank of first deposit for a payment that was misapplied. NYSLRS prefers to be notified through electronic means (Proposer's Portal, email) and prefers to be reimbursed within one business day after Proposer has received credit from a bank of first deposit. SCORED RESPONSE: a. How will the Proposer notify NYSLRS when the Proposer has received credit from a bank of first deposit for a payment that was misapplied (e.g., email, phone, Proposer's Portal, mail)?
RESPONSE:	
3.18.b	SCORED RESPONSE: b. How many days after the Proposer has received credit from a bank of first deposit for a payment that was misapplied will NYSLRS be reimbursed?
RESPONSE:	
3.19	Proposer must provide online access to legible, high-quality images of all checks (front and back), post endorsement. NYSLRS must be able to search by check number for both paid and unpaid checks, and NYSLRS prefers to have the ability to search the images by: • name, • check amount, • issuance date, • paid date, and • date ranges.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	SCORED RESPONSE: What fields, in addition to check number, can be searched (e.g., name, check amount, issuance date, paid date, and date ranges)?
RESPONSE:	
4.	DISBURSEMENTS – ACH
4.1	The Proposer must be able to accept an outgoing ACH Issuance file, transmitted via SFTP, in an acceptable format designated by NYSLRS and authorized by Nacha. The Proposer must process the outgoing ACH Issuance file completely and accurately, reflecting the data transmitted in the file to the Proposer from NYSLRS. The Proposer must be able to assist in the translation of data items to meet the requirements of the authorized Nacha format. The Proposer must ensure outgoing ACH issuance files received from NYSLRS by the daily cutoff time are processed the next business day. The Proposer will follow file layouts as agreed to during implementation.
NO RESPONSE REQUIRED FOR REQUIREMENT 4.1	
4.2	The Proposer must hold and warehouse the ACH file until the pay date. Once authorization is received from NYSLRS, the payments must be released to the Nacha system.
NO RESPONSE REQUIRED FOR REQUIREMENT 4.2	
4.3	ACHs must be transmitted so that funds are available for withdrawal by the customers at the opening of business on the dates specified on the ACH file. SCORED RESPONSE: If the payment date is the following business day, what is the latest time a file can be released by NYSLRS so that payments are available for withdrawal by customers?
RESPONSE:	
4.4.a	Proposer must provide NYSLRS, via SFTP, on a daily basis and for each account, with an ACH Acknowledgement file. NYSLRS prefers the ACH Acknowledgement file be available in either Excel or .csv formats. NYSLRS prefers ACH Acknowledgement file delivery by 10:00 a.m. ET Monday through Friday, except for national holidays, and to be notified by Proposer of delivery. The Proposer will follow file layouts as agreed to during implementation. SCORED RESPONSE: a. Will the Proposer provide the ACH Acknowledgement file to NYSLRS in Excel or .csv format? (Y/N) Identify the format.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
RESPONSE:	☐ YES ☐ NO Identify format:
4.4.b	SCORED RESPONSE: b. Will the Proposer provide the ACH Acknowledgement file by 10:00 a.m. ET each day, Monday through Friday, except for national holidays? (Y/N)
RESPONSE:	☐ YES ☐ NO
4.5	The Proposer must provide to NYSLRS ACH credit rejection files that contain all data elements in the original file, including the reject reason (based on the most recent publication of the Nacha Rules). This file must comply with the Notification of Change ("NOC") and Rejection file standards as set forth in the Nacha Rules. SCORED RESPONSE: How many hours after notification is received from the rejecting bank will Proposer transmit the ACH credit rejection file to NYSLRS?
RESPONSE:	
4.6.a	Proposer must provide NYSLRS, via SFTP, Monday through Friday, except for national holidays, and for each account, with an ACH Exception file of rejected transactions. This includes any monetary or non-monetary debit or credit origination submitted pursuant to Nacha Operating Rules. NYSLRS prefers the ACH Exception file be available in either Excel or .csv formats. NYSLRS prefers file delivery by 10:00 a.m. ET Monday through Friday, except for national holidays, and to be notified by Proposer of delivery. The Proposer will follow file layouts as agreed to during implementation. SCORED RESPONSE: a. Will the Proposer provide the ACH Exception file to NYSLRS in Excel or .csv format? (Y/N) Identify the format.
RESPONSE:	☐ YES ☐ NO Identify format:
4.6.b	SCORED RESPONSE: b. Will the Proposer provide the ACH Exception file by 10:00 a.m. ET Monday through Friday, except for national holidays? (Y/N)
RESPONSE:	☐ YES ☐ NO
4.7	The Proposer must allow authorized NYSLRS staff to submit ACH deletes through a portal or by electronic file submission, up to two business days prior to the ACH date.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	NYSLRS prefers that it have the ability to submit ACH deletes both through a portal and by electronic file submission. NYSLRS generally requests ACH deletes once daily, however; it may occasionally make additional requests on the same day. SCORED RESPONSE: Will NYSLRS be able to submit ACH deletes to Proposer electronically through a portal, electronic file, or both?
RESPONSE:	
4.8	The Proposer must allow authorized NYSLRS staff to submit ACH reversals through a portal or by electronic file submission one day prior to the check date and up to five days after the check date. NYSLRS prefers that it have the ability to submit ACH reversals both through a portal and by electronic file submission. The Proposer will follow file layouts as agreed to during implementation. SCORED RESPONSE: Will NYSLRS be able to submit ACH reversals to Proposer electronically through a portal, electronic file, or both?
RESPONSE:	
4.9	The Proposer must work with NYSLRS to provide a means by which NYSLRS can be, and remain, compliant with all Nacha Rules and Guidelines.
NO RESPONSE REQUIRED FOR REQUIREMENT 4.9	
4.10	The Proposer must post ACH credit rejections to the issuing account. NYSLRS prefers this to be done within one business day of receipt of the returned items.
NO RESPONSE REQUIRED FOR REQUIREMENT 4.10	
5.	DISBURSEMENT – WIRES
5.1	The Proposer must provide a Portal (Proposer's Portal") for the initiation and release of Wire transfers. Payments will be manually entered. The Proposer must accommodate online separation of duties for the initiation and release of the wire transfers manually created by one NYSLRS employee user and approved by another NYSLRS employee user. For emergency backup, the Proposer must support initiation and release of wires through authorized NYSLRS employee users verified NYSLRS-issued or approved phones as an alternative method.
NO RESPONSE REQUIRED FOR REQUIREMENT 5.1	

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
6.	REPORTING FOR DISBURSEMENTS
6.1	The Proposer must provide information in an electronic format (Excel or .csv format preferred) identifying credits or debits received for ACH deletes, reversals, and returns submitted the previous day. The information should be sortable with detail for ACH deletes, reversals, and returns and summary totals. SCORED RESPONSE: Will the Proposer provide information identifying credits or debits received for ACH deletes, reversals, and returns submitted the previous day in Excel or .csv format? (Y/N) Identify the format.
RESPONSE:	☐ YES ☐ NO Identify format:
6.2	The Proposer must provide NYSLRS with daily and monthly electronic Account Reconciliation Process ("ARP") reports. ARP reports must also be available on an on-demand basis. NYSLRS prefers ARP reports to be available in electronic format (Excel or .csv format preferred). Report specifications will be determined during implementation. SCORED RESPONSE: Will the ARP reports be available in Excel or .csv format? (Y/N) Identify the format.
RESPONSE:	☐ YES ☐ NO Identify format:
7.	RECEIPTS
7.1	The Proposer must accept deposits, including but not limited to: i. Checks – foreign and domestic, payable in U.S. or foreign funds ii. EFT Note: Any additional fees for processing the above will not be transferred to NYSLRS or to the payer.
NO RESPONSE REQUIRED FOR REQUIREMENT 7.1	
7.2.a	Domestic check deposits are currently credited to NYSLRS' bank accounts and available for withdrawal within one business day of deposit. NYSLRS prefers "on us" domestic checks be fully credited to NYSLRS' accounts and available for withdrawal on the same day of deposit.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	NYSLRS prefers domestic checks from other banks to be fully credited to NYSLRS' accounts and available for withdrawal within one business day of deposit. NYSLRS prefers foreign checks to be fully credited to NYSLRS' accounts and available for withdrawal within 10 business days of deposit. SCORED RESPONSE: a. Will domestic "on us" checks be fully credited to NYSLRS' account and available for withdrawal on the same day of deposit? (Y/N)
RESPONSE:	☐ YES ☐ NO
7.2.b	SCORED RESPONSE: b. How many business days after deposit will a domestic check from other banks be fully credited to NYSLRS' account and available for withdrawal?
RESPONSE:	
7.2.c	PROPOSER'S RESPONSE: c. How many banking days after deposit will a foreign check be fully credited to NYSLRS' account and available for withdrawal?
RESPONSE:	
7.3	Upon notification by NYSLRS, the Proposer must reverse any unauthorized credits. NYSLRS prefers this reversal to occur within three business days of notification. SCORED RESPONSE: How many business days after notification will a reversal of unauthorized credits occur?
RESPONSE:	
8.	PHYSICAL DEPOSITS
8.1	The Proposer must accept and process physical deposits of cash, checks, and other tangible financial instruments Monday through Friday, except for national holidays. These deposits may include, but are not limited to, cash, U.S. checks, money orders, cashier's checks and foreign checks. Acceptable deposit methods must not include NYSLRS employees being required to leave their building or incur any additional costs to NYSLRS. Note: Currently, the majority of physical deposits are U.S. checks drawn on U.S. funds and are retrieved for deposit by courier from a single location in Albany, NY.
NO RESPONSE REQUIRED FOR REQUIREMENT 8.1	
8.2	The Proposer must provide all supplies and/or transportation necessary for physical deposits at no additional cost to NYSLRS.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
NO RESPONSE REQUIRED FOR REQUIREMENT 8.2	
8.3	The Proposer must provide confirmation of physical deposits received and online summary and detail reports, which must include, but are not limited to: • Deposit Date • Bank account number • Item count • Amount • Deposit Discrepancies
NO RESPONSE REQUIRED FOR REQUIREMENT 8.3	
9.	REMOTE DEPOSITS
9.1.a	NYSLRS does not currently deposit checks remotely, however, it may implement such functionality during the term of the Contract. Upon NYSLRS request, the Proposer must provide remote check deposit functionality to NYSLRS for same-day deposit with confirmation of remote deposit. Upon such request, the Proposer will furnish to NYSLRS, at no cost, up to three remote deposit scanners to be housed in a single location in one of NYSLRS' offices. NYSLRS prefers the ability to distinguish which scanner or user created each deposit, as well as the ability to have a user create a deposit and a different user approve the deposit. PROPOSER'S RESPONSE: a. Describe how remote check deposit functionality will be provided to NYSLRS, including the following: • the daily cutoff time for same-day deposit, • when NYSLRS will receive confirmation of the remote deposit, • any remote check deposit limitations, • the hardware and installation requirements (including software, license, equipment, operating specifications) to use the remote deposit scanners provided by the Proposer.
RESPONSE:	
9.1.b	SCORED RESPONSE: b. Will NYSLRS be able to identify which scanner or user created each deposit? (Y/N)
RESPONSE:	☐ YES ☐ NO

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
9.1.c	SCORED RESPONSE: c. Will NYSLRS be able to have a user create a deposit and a different user approve the deposit? (Y/N)
RESPONSE:	☐ YES ☐ NO
9.2	The Proposer must provide NYSLRS with the ability to cancel transactions prior to transmission of the remote deposit.
NO RESPONSE REQUIRED FOR REQUIREMENT 9.2	
9.3	The Proposer must provide online summary and detail deposit reporting by bank account, including but not limited to: • Deposit Date • Deposit amount • User ID • Bank account number • Unique Identification Number per transaction within a deposit • Check information – ABA, Account, check number, dollar amount • Deposit Status • Transaction counts Additionally, the online reporting must include an export feature to Excel or .csv by specific deposit date or date range.
NO RESPONSE REQUIRED FOR REQUIREMENT 9.3	
9.4.a	NYSLRS prefers the ability to identify the user making a remote deposit through an online bank report/statement, as well as the option for the user to enter information with each remote deposit to be displayed on the online bank reports/statements. SCORED RESPONSE: a. Can NYSLRS identify the user making a remote deposit through an online bank report/statement? (Y/N)
RESPONSE:	☐ YES ☐ NO
9.4.b	SCORED RESPONSE: b. Can a user enter information with each remote deposit to be displayed on the online bank reports/statements? (Y/N)
RESPONSE:	☐ YES ☐ NO

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
10.	DISHONORMENTS
10.1	The Proposer must re-present a remittance that has been dishonored for insufficient funds, following the initial notice of dishonorment. No entries should appear on the bank statement after initial dishonorment. If a dishonorment occurs after a second attempt to present the remittance, the Proposer must not attempt to re-present the remittance again but must notify NYSLRS. After the second dishonorment, images (front and back) of the dishonored check must be made available electronically on the same business day the chargeback occurs on NYSLRS' account. Returned checks must be charged against the account originally credited. Note: NYSLRS prefers that the re-presentation of remittances for insufficient funds does not occur on the same business day as initial presentment. For any other reason of dishonorment, the Proposer must inform NYSLRS of the returned item upon initial dishonorment and make the image (front and back) available electronically, including the return reason. SCORED RESPONSE: Provide the timeframe for the re-presentation of remittances dishonored due to insufficient funds (e.g., same business day, next business day).
RESPONSE:	
10.2	The Proposer must provide NYSLRS with information related to each dishonorment via the Proposer's Portal. Such information must include check number, check amount, return reason, maker name, and date of original deposit. NYSLRS prefers such information also include the deposit ID of the original deposit and check image. SCORED RESPONSE: Does dishonorment information available via the Proposer's Portal include the deposit ID of the original deposit and/or the check image? (Y/N) If the response is No, what information is available?
RESPONSE:	☐ YES ☐ NO Identify available information:
11.	DIRECT DEBITS
11.1	Proposer must provide NYSLRS with the ability to direct debit receipts due to NYSLRS from a payee's bank account to NYSLRS' account(s).
NO RESPONSE REQUIRED FOR REQUIREMENT 11.1	
11.2	NYSLRS will submit to Proposer a debit request file daily. Currently, NYSLRS uploads the debit request file as a PPD file via its current bank's portal.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
NO RESPONSE REQUIRED FOR REQUIREMENT 11.2	
11.3	Proposer must electronically notify NYSLRS of any failed direct debits by 10:00 a.m. ET the next business day through email or via the Proposer's Portal.
NO RESPONSE REQUIRED FOR REQUIREMENT 11.3	
11.4	NYSLRS would prefer to be notified of a failed direct debit by 10:00 a.m. ET the next business day through both email AND via the Proposer's Portal. SCORED RESPONSE: Will the Proposer electronically notify NYSLRS of any failed direct debits by 10:00 a.m. ET the next business day via email, Proposer's Portal, or both?
RESPONSE:	
12.	ONLINE ACCESS/ENCRYPTED SECURE ONLINE PORTAL
12.1	Proposer must provide access to a Portal ("Proposer's Portal") for both reporting and transaction processing purposes. This must include current-day and previous-day detailed reporting for items such as transactions and balances.
NO RESPONSE REQUIRED FOR REQUIREMENT 12.1	
12.2	The Proposer's Portal must use multi-factor authentication ("MFA") to authenticate users accessing Proposer's system. SCORED RESPONSE: What method(s) of MFA will the Proposer offer to authenticate users accessing Proposer's system (e.g., PIN, password, fingerprint, face recognition, or authentication app)?
RESPONSE:	
12.3	Proposer must allow designated NYSLRS security administrators to assign access to Proposer's Portal to other NYSLRS employees via an online system. Assigned access should go through at least one level of electronic approval at NYSLRS prior to being granted and should not require bank staff intervention to be granted.
NO RESPONSE REQUIRED FOR REQUIREMENT 12.3	
12.4	Access to all NYSLRS transaction data must be available online for at least three years from the paid date. NYSLRS prefers transaction data be made available online for more than three years from the paid date, if available. Additional years of data availability will be scored in the technical evaluation. SCORED RESPONSE: For how many years from the paid date will the Proposer retain and make available online transaction data?

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
RESPONSE:	
12.5	NYSLRS prefers 99.99% uptime for the Proposer's Portal. NYSLRS prefers the Proposer's Portal to be available 7:00 a.m. to 6:00 p.m. ET, Monday through Friday, except for national holidays. SCORED RESPONSE: Provide the annual uptime percentage for the Proposer's Portal.
RESPONSE:	
12.6	The Proposer must work with NYSLRS to provide online access to reports and/or online reporting tools via the Proposer's Portal at no additional cost to NYSLRS. NYSLRS prefers online reporting tools that allow users to create and modify reports using existing data. SCORED RESPONSE: Will the Proposer's online reporting tools allow NYSLRS to create and modify reports using existing data? (Y/N)
RESPONSE:	☐ YES ☐ NO
12.7.a	The Proposer must provide Debit and Credit Memo Advices for bank adjustments such as encoding errors and returned items with explanations for the adjustments. Additionally, the date and amount of the debit/credit must match the bank statement. NYSLRS prefers electronic delivery (e.g., email, Proposer's Portal) of Debit and Credit Memo Advices. NYSLRS prefers an image of the check also to be included in the Advice. The following information must be provided on Advices: • Account Number • Debit/Credit amount • Check Number being adjusted • Issue amount of check • Amount charged for check • Amount of adjustment SCORED RESPONSE: a. Describe how Debit and Credit Memo Advices will be delivered (e.g., mail, email, Proposer's Portal).
RESPONSE:	
12.7.b	SCORED RESPONSE: b. Is an image of the check included in the Advice? (Y/N)

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
RESPONSE:	☐ YES ☐ NO
12.8	The Proposer must retain and provide NYSLRS with electronic access to check images for a minimum of seven years. NYSLRS prefers that retained check images are searchable by check number, check date, account number, payee name, and other commonly searched fields on checks. SCORED RESPONSE: Identify which of the following fields will be searchable on retained check images: • check number, • check date, • account number, and/or • payee name.
RESPONSE:	
13.	TRAINING
13.1.a	Proposer must provide introductory and advanced training both initially and on an ongoing basis throughout the term of the Contract to ensure that NYSLRS personnel thoroughly understand all report information and can identify the codes indicated on all reports. Training may be delivered via any combination of live or pre-recorded classes, video or interactive tutorials, user guides, or other training materials (e.g., slide deck, checklists). NYSLRS prefers the initial introductory training to be conducted live or via videoconference by the Proposer. NYSLRS also prefers that an online user guide be available for the Proposer's Portal. Access to and functionality of all systems, including the online Proposer's Portal, should be explained and demonstrated to NYSLRS staff during the implementation and testing phases. NYSLRS will identify appropriate staff to receive training. SCORED RESPONSE: a. Will the Proposer conduct the initial introductory training live or via videoconference? (Y/N)
RESPONSE:	☐ YES ☐ NO
13.1.b	SCORED RESPONSE: b. Will the Proposer provide an online user guide for the Proposer's Portal? (Y/N)
RESPONSE:	☐ YES ☐ NO
14.	IMPLEMENTATION
14.1	The Proposer must conduct and/or participate in any testing, including as required by NYSLRS, during implementation and the term of the Contract, to successfully deliver

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	and perform the Services. The Proposer will work within agreed-upon timeframes during any testing.
NO RESPONSE REQUIRED FOR REQUIREMENT 14.1	
14.2	The Proposer must provide all implementation services necessary to transition NYSLRS banking services and related accounts to the Proposer.
NO RESPONSE REQUIRED FOR REQUIREMENT 14.2	
14.3	Upon contract award, the Selected Proposer must work with NYSLRS to develop an implementation plan that will support the required development and customization activities applicable to NYSLRS processes as well as needed business process reengineering for NYSLRS.
NO RESPONSE REQUIRED FOR REQUIREMENT 14.3	
14.4	The implementation and testing schedule must highlight all critical RFP elements including, but not limited to, the opening of accounts, establishing account administrators, providing account tokens (if required), establishing NYSLRS access to all required modules of the Proposer's Portal, check MICR testing, file transfer testing, NYSLRS approval of bank reports and bank statements, and the training of necessary NYSLRS staff.
NO RESPONSE REQUIRED FOR REQUIREMENT 14.4	
14.5.a	Proposer must provide notification of changes and provide training to NYSLRS staff in support of changes such as new platform deployment, systems upgrades, or substantial software changes, that will or may impact the delivery and/or NYSLRS' access to or receipt of the Services, or as reasonably requested by NYSLRS (collectively, but without limitation, "changes"). NYSLRS prefers to receive notifications of changes more than 60 days in advance. SCORED RESPONSE: a. How many days in advance will NYSLRS generally be notified of changes?
RESPONSE:	
14.5.b	SCORED RESPONSE: b. Describe training that would be made available by Proposer in support of changes (e.g., WebEx presentations, onsite training, video tutorial, interactive tutorials, user guides, other training materials). Specify (i) how many business days in advance of a change implementation will the Proposer provide training for technical changes with significant impact to NYSLRS business processes, (ii) whether the Proposer offers onsite training, and (iii) whether the Proposer will provide detailed training documents through the Proposer's Portal.
RESPONSE:	

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
14.5.c	SCORED RESPONSE: c. Describe how the Proposer will mitigate any adverse impact to NYSLRS during planned major upgrades or modifications, including test periods and system documentation.
RESPONSE:	
15.	CUSTOMER SERVICE
15.1.a	The Proposer must provide customer service and technical support Monday through Friday, except for national holidays. NYSLRS prefers customer service and technical support to be available at least from 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, except for national holidays. SCORED RESPONSE: a. Outline the customer service and technical support options available (e.g., help desk (staffed with human representative), online chat, automated system).
RESPONSE:	
15.1.b	SCORED RESPONSE: b. Will the Proposer provide customer service and technical support from 8:00 a.m. to 5:00 p.m. ET, Monday through Friday, except for national holidays? (Y/N)
RESPONSE:	☐ YES ☐ NO
15.1.c	SCORED RESPONSE: c. Will the Proposer provide customer service and technical support before 8:00 a.m. and/or after 5:00 p.m. ET, Monday through Friday, except for national holidays? (Y/N) If yes, please provide the hours that customer service and technical support will be available.
RESPONSE:	☐ YES ☐ NO Hours of availability:
15.1.d	SCORED RESPONSE: d. Describe Proposer's process for responding to, and escalating customer service requests.
RESPONSE:	
15.2	The Proposer must provide a primary point of contact ("Relationship Manager") who will be responsible for oversight of banking services, resolution of issues, and management of the contractual relationship.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	SCORED RESPONSE: Provide a professional biography in narrative format for the proposed Relationship Manager, detailing relevant experience. The narrative should identify Relationship Manager's education, years of experience in the banking industry, the number of clients the Relationship Manager has served who received deposit, disbursement, and cash management services, and the Relationship Manager's years of experience managing client relationships for large-scale clients. Such narrative should include a description of the Relationship Manager's experience and annual volumes, transaction type(s) and totals, and number of years deposit, disbursement, and cash management services were provided for at least two large-scale clients. For the purposes of this response, a large-scale client has at least six million outgoing ACHs per year and four hundred thousand paper checks per year.
RESPONSE:	ATTACH AS SEPARATE DOCUMENT. ATTACHED ☐
15.3	The Proposer must provide a team to support the Relationship Manager that is knowledgeable of industry's best practices regarding banking services for governmental entities, and that is available to meet periodically as requested or as necessary to address specific issues/concerns. The Proposer will make other subject matter experts available as needed. If awarded, the support team must familiarize themselves with statutes applicable to these Services. SCORED RESPONSE: Provide professional biographies in narrative format for the support team, detailing relevant experience. The narrative should identify support staff's education, years of experience in the banking industry, and the number of clients served by the support staff who received deposit, disbursement, and cash management services.
RESPONSE:	ATTACH AS SEPARATE DOCUMENT. ATTACHED ☐
15.4	The Proposer must provide banking industry regulation (e.g., Nacha, FDIC) updates to support NYSLRS' compliance with regulatory changes in relation to the Services. NYSLRS prefers to receive updates via email or the Proposer's Portal. SCORED RESPONSE: How will Proposer provide regulatory updates in relation to the Services to NYSLRS (e.g., via mail, email, the Proposer's Portal)?
RESPONSE:	
16.	ENHANCEMENTS AND MODIFICATIONS
16.1.a	As discussed in Section 2.10, due to the rapid pace of change and innovation in banking services, it can reasonably be anticipated that during the term of any contract awarded as a result of this RFP, that the Services described may require enhancement or modification. Therefore, any proposal submitted must include a commitment to work with NYSLRS to implement enhancements or modifications offered by the Proposer or requested by NYSLRS.

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	SCORED RESPONSE: a. Does the Proposer commit to working with NYSLRS to implement enhancements or modifications offered by the Proposer or requested by NYSLRS? (Y/N)
RESPONSE:	☐ YES ☐ NO
16.1.b	SCORED RESPONSE: b. Does the Proposer agree to work with NYSLRS and any other party on NYSLRS' behalf to assist in the development and/or implementation of enhancements or modifications? (Y/N)
RESPONSE:	☐ YES ☐ NO
16.1.c	SCORED RESPONSE: c. Does the Proposer agree that it will timely develop and implement an enhancement or modification if directed to do so by NYSLRS, subject to mutual agreement as to effort and cost? (Y/N)
RESPONSE:	☐ YES ☐ NO
17.	INSURANCE
17.1.a	i. Upon notification of conditional award, the Proposer may be required to provide NYSLRS certificates of insurance showing Proposer's respective coverages and applicable limits (including applicable deductibles and self-insured retention amounts) or relevant portions of certain policies, subject to Proposer's reasonable redactions. If the Proposer is self-insured for any portion of its insurance program, a letter indicating the coverage and limits of such self-insurance, signed by the Proposer's authorized representative with direct knowledge of and responsibility for that insurance/risk management program, may be required. ii. The Proposer must be insured by the FDIC during the term of the Contract, including any renewal, extension, transition, and closeout period. The Proposer should be insured, throughout the Contract term, against financial losses resulting from the Proposer's employees' actions. The Proposer should have insurance coverages and limits that are commensurate with the nature of the Services to be provided; however, the existence of such coverage is not and will not be a cap on Proposer's liability or indemnification obligations, if any, under the final contract, if Proposer is selected for award. PROPOSER RESPONSE:

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	a. Provide a summary of the Proposer's current insurance coverage, under any policy or endorsement, including limits and effective dates for each of the following: • general liability, • umbrella liability, • data security/cyber liability coverage, including coverage for: (i) failure to protect confidential information, (ii) failure of the security of the Proposer's computer systems, and (iii) losses attributable to ransomware, cyber extortion, Distributed Denial of Service ("DDoS"), or other cyber-attacks, and specify whether each of such coverages in items (i) – (iii) are without geographic or territorial limitation, or if so limited, the geographic or territorial limitations thereon. Identify also whether such coverages are subject to exclusions for acts of war, cyber terrorism and/or foreign state-sponsored hacking, acts by foreign sovereigns or governments, or other like-kind events, or whether Proposer's coverage will respond in such instances, • directors and officers/errors and omissions (Banker's Professional Liability), • financial institution bond (Banker's Blanket Bond Coverage plus Computer Crime (covering Employee Dishonesty)), and • any other insurance required by law.
RESPONSE:	
17.1.b	PROPOSER RESPONSE: b. Specify if the Proposer is self-insured for any of these coverages.
RESPONSE:	
17.1.c	PROPOSER RESPONSE: c. Specify whether such coverages provide first-party and/or third-party coverage and whether NYSLRS may be included as an additional insured for any of these coverages.
RESPONSE:	
18.0	END OF CONTRACT TRANSITION PLAN
18.1	Upon notification of NYSLRS' intent to terminate the Contract or any portion thereof, or at least one year prior to the end date of the Contract, the Proposer must work with NYSLRS to develop and implement a detailed transition plan to transition the Services to a successor bank/contractor. NYSLRS will prescribe the disengagement process to be followed during the transition phase of the Services. Except to the extent required by law or regulation, this will include, but not be limited to: • return of paper records, including, but not limited to, work papers, photocopies, computer printouts, and transcripts, or destruction of such by shredding or disintegrating to the extent practicable;

TABLE 5.1	
REQ. #	BANKING SERVICES AND RESPONSES:
	• timing of the inactivation of all NYSLRS' accounts on the Proposer's system; • transfer of all NYSLRS data from the Proposer's system to NYSLRS, or successor; • to the extent practicable, removal of NYSLRS data from the Proposer's system. Storage devices such as hard disk drives, thumb drives, and other magnetic media such as tapes, diskettes, or CDs/DVDs must be physically destroyed or securely overwritten to prevent unauthorized disclosure of NYSLRS data. Data destruction pursuant to this requirement must be in compliance with the Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-0031, or to the extent consistent with any regulatory retention requirements that apply to the Proposer.
NO RESPONSE REQUIRED FOR REQUIREMENT 18.1	
END OF TABLE 5.1	

5.2. Backup Check Printing Services

The Proposer should use this format to respond. NYSLRS has provided Table 5.2 (Backup Check Printing Services and Responses) as a separate document in MS Word for preparation of proposals.

For those Requirements in Table 5.2 that specify “No response required,” Proposers should note that any response provided will be disregarded as extraneous, will be given no consideration, will not be evaluated, and will have no impact on the Services to be provided. Only Proposer’s responses to those items that are identified as “Scored Response” will be considered for scoring for the purposes of NYSLRS’ evaluation and any contract award.

Proposers are requested to keep responses as concise and relevant as possible.

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
19.	GENERAL
19.1.	The Proposer will provide NYSLRS with Backup Check Printing Services in accordance with the services as described in this Table 5.2. Backup Check Printing Services provided may be subcontracted by the Proposer. Backup Check Printing Services are defined as checks printed and mailed the

¹ https://its.ny.gov/system/files/documents/2022/10/nys-s13-003_sanitization_secure_disposal_standard.pdf

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
	following business day via USPS First Class Mail, following the USPS schedule, including government holidays, etc. Checks are printed and mailed by the Proposer and/or its subcontractor. SCORED RESPONSE: Can the Proposer and/or its subcontractor, if applicable, print and mail checks via Backup Check Printing Services Monday through Friday? (Y/N)
RESPONSE:	☐ YES ☐ NO
19.2.	NYSLRS must have Payee Positive Pay.
NO RESPONSE REQUIRED FOR REQUIREMENT 19.2	
19.3.	When NYSLRS determines that Backup Check Printing Services are required, an authorized representative of NYSLRS will send a check issuance file (the "Print Order") in the specified file format as agreed to during implementation. NYSLRS prefers that this Print Order be sent by direct transmission via SFTP. All Print Orders will be for payment of NYSLRS' own payment obligations and not for any third-party obligations unless explicitly approved by the Proposer and/or its subcontractor, if applicable. Print Order information will include payee names and addresses. NYSLRS will not include any other personally identifiable information or any protected health information in its Print Orders. The Proposer and/or its subcontractor, if applicable, may reject any Print Order that does not materially comply with the mutually agreed upon terms. SCORED RESPONSE: Can Print Orders be sent by direct transmission though SFTP? If the response is No, describe how Print Orders can be provided to the Proposer and/or its subcontractor, if applicable.
RESPONSE:	☐ YES ☐ NO If the response is No, describe how Print Orders can be provided.
19.4.	Checks will be produced in U.S. Dollars only from NYSLRS' accounts. NYSLRS may require that checks be mailed internationally; this requires the Delivery Disposition code on the check record on the Print Order so that the check can be sorted for proper handling and to receive appropriate postage. SCORED RESPONSE: Can checks be mailed internationally?
RESPONSE:	☐ YES ☐ NO
20.	BACKUP CHECK PRINTING PROCESS
20.1	NYSLRS requires that backup checks be printed and mailed on the next business day, and to meet such next-day printing and mailing deadline, NYSLRS can provide

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
	the Print Order to the Selected Proposer and/or its subcontractor, if applicable, by 9:00 p.m. ET on the immediately preceding business day. For Print Orders that are required to be mailed on a Monday, NYSLRS will provide the Print Order by 9:00 p.m. ET on the preceding Friday. SCORED RESPONSE: Can Proposer and/or its subcontractor, if applicable, agree to the 9:00 p.m. ET cutoff time for NYSLRS to provide the Print Order in order to meet the next business day's printing and mailing deadline? (Y/N)
RESPONSE:	☐ YES ☐ NO
20.2	For each Print Order accepted by the Proposer and/or its subcontractor, if applicable, the Proposer and/or its subcontractor, if applicable, will: a. cause a check to be created; b. cause a copy of the signature image provided by NYSLRS to be placed on the check; c. print the State's logo information on the check d. mail or send the check by courier (collectively, the "Issuance").
NO RESPONSE REQUIRED FOR REQUIREMENT 20.2	
20.3	Only one file (the "Print Order") will be provided to the Proposer for Backup Check Printing Services. When the Print Order is received, the data will be simultaneously loaded to the ARP system for the required Payee Positive Pay service and the Full Reconciliation service. If a subcontractor is used for Backup Check Printing Services, the Proposer will send the file to the subcontractor. SCORED RESPONSE: Will the Proposer send the file to the subcontractor, if applicable, and simultaneously load the file into the Proposer's internal ARP system for both reconciliation services and Payee Positive Pay? (Y/N)
RESPONSE:	☐ YES ☐ NO
20.4	The Proposer and/or its subcontractor, if applicable, will provide an acknowledgement email confirmation with the count and amount totals of emergency backup checks printed and mailed. SCORED RESPONSE: Will Proposer and/or its subcontractor, if applicable, provide an acknowledgement email confirmation with the count and amount totals of emergency backup checks printed and mailed? (Y/N)
RESPONSE:	☐ YES ☐ NO

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
21.	NOTICE OF REJECTION
21.1.a	The Proposer and/or its subcontractor, if applicable, will notify NYSLRS by 6:00 a.m. ET on the next business day if a Print Order is rejected by the Proposer and/or its subcontractor, if applicable, and will advise NYSLRS as to the reason. A notice of rejection of a Print Order would require immediate attention and should be provided through multiple communication methods (e.g., Proposer's Portal, telephone, email, or a rejection file sent via SFTP) as soon as possible, which shall not be longer than the next business day following the rejection determination. NYSLRS prefers that Proposer and/or its subcontractor, if applicable, attempt to print and mail the corrected Print Order on the same day. NYSLRS prefers such notification to be made via SFTP. SCORED RESPONSE: a. Describe timing of notification of rejection (e.g., same business day or next business day following rejection).
RESPONSE:	
21.1.b	SCORED RESPONSE: b. Will Proposer and/or its subcontractor, if applicable, provide notification of rejection via SFTP? (Y/N)
RESPONSE:	☐ YES ☐ NO
21.2	SCORED RESPONSE: The Proposer and/or its subcontractor, if applicable, agrees to produce checks, insert checks into envelopes, apply postage, and mail checks as required by the Print Order. (Y/N)
RESPONSE:	☐ YES ☐ NO
21.3.a	When checks are presented, the Proposer will compare the presented information against the original data that was received to produce the checks. Exceptions will be presented daily via SFTP through Positive Pay reports for NYSLRS to decision. NYSLRS prefers file delivery no later than 6:00 a.m. ET Monday through Friday, except for national holidays, and to be notified by Proposer of delivery. SCORED RESPONSE: a. Will the Proposer compare the presented information against the original data that was received to produce the checks? (Y/N)
RESPONSE:	☐ YES ☐ NO

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
21.3.b	SCORED RESPONSE: b. Will the Proposer deliver the exceptions file by 6:00 a.m. ET Monday through Friday, except for national holidays? (Y/N)
RESPONSE:	☐ YES ☐ NO
21.3.c	SCORED RESPONSE: c. Will the Proposer present exceptions via SFTP? (Y/N)
RESPONSE:	☐ YES ☐ NO
22.	CHECK PRINTING AND MAILING DETAILS
22.1	The Proposer and/or its subcontractor, if applicable, will follow USPS guidelines to evaluate the accuracy of payee addresses and validate or make corrections where needed to ensure checks reach designated payees accurately and on time. SCORED RESPONSE: Will the Proposer and/or its subcontractor, if applicable, use USPS guidelines to ensure checks reach designated payees accurately and on time? (Y/N) If the response is No, describe the guidelines/processes that would be used by the Proposer and/or its subcontractor, if applicable, to ensure checks reach designated payees accurately and on-time?
RESPONSE:	☐ YES ☐ NO If the response is No, describe guidelines/processes to ensure checks reach designated payees accurately and on-time.
22.2	The Proposer and/or its subcontractor, if applicable, agrees to provide NYSLRS with the option to mail checks via overnight delivery service for an additional fee. The Proposer and/or its subcontractor, if applicable, understands and agrees that checks cannot be overnighted to a PO Box. If a check is addressed to a PO Box and designated for overnight delivery, the Proposer and/or its subcontractor, if applicable, understands and agrees that the package will be mailed via USPS Priority mail for delivery within one to three business days, depending on the location and USPS operations that may impact such delivery. SCORED RESPONSE: a. Will the Proposer and/or its subcontractor, if applicable, mail checks via overnight delivery service for an additional fee? (Y/N) If the response is No, describe how the Proposer and/or its subcontractor, if applicable, will ensure overnight checks are delivered.

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
RESPONSE:	☐ YES ☐ NO If the response is No, describe how overnight checks will be delivered.
22.3	SCORED RESPONSE: b. If a check is addressed to a PO Box and designated for overnight delivery, will the Proposer and/or its subcontractor, if applicable, mail the check via USPS Priority mail for delivery within one to three business days, depending on the location and USPS operations that may impact such delivery? (Y/N) If the response is No, describe how the Proposer and/or its subcontractor, if applicable, will ensure such checks are delivered timely.
RESPONSE:	☐ YES ☐ NO If the response is No, describe how checks will be delivered timely.
22.4	Proposer and/or its subcontractor, if applicable, understands and agrees that timely communication is key upon discovering the need to delete a Print Order. Proposer and/or its subcontractor, if applicable, agrees that NYSLRS will be able to contact the Proposer and/or its subcontractor, if applicable, up until 11:00 p.m. ET on the business day immediately preceding the scheduled business day for printing if NYSLRS elects to delete the Print Order prior to printing. SCORED RESPONSE: Will the Proposer and/or its subcontractor, if applicable, agree that NYSLRS will be able to contact the Proposer and/or its subcontractor, if applicable, up until 11:00 p.m. ET on the business day immediately preceding the scheduled business day for printing if NYSLRS elects to delete the Print Order prior to printing? (Y/N)
RESPONSE:	☐ YES ☐ NO
23.	CHECK APPEARANCE AND SECURITY REQUIREMENTS
23.1	Proposer and/or its subcontractor, if applicable, understands and agrees that all NYSLRS checks will have a standard look and incorporate the latest printing standards for maximum positive pay matching. SCORED RESPONSE: Does the Proposer and/or its subcontractor, if applicable, agree that all NYSLRS checks will have a standard look and incorporate the latest printing standards for maximum positive pay matching? (Y/N)
RESPONSE:	☐ YES ☐ NO
23.2	Proposer and/or its subcontractor, if applicable, agrees that NYSLRS will designate its own check numbers as part of the Print Order provided for Backup Check Printing Services. SCORED RESPONSE:

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
	Will the Proposer and/or its subcontractor, if applicable, agree that NYSLRS will designate its own check numbers as part of the Print Order provided for Backup Check Printing Services? (Y/N)
RESPONSE:	☐ YES ☐ NO
23.3	NYSLRS will provide a secure copy of the signature image to be placed on any checks that NYSLRS authorizes to be printed by Proposer and/or its subcontractor, if applicable. Signatures will be collected by the Proposer and/or its subcontractor, if applicable, during the account set-up via a secure email or other secure process in effect as of the date hereof or otherwise mutually acceptable to the parties. Proposer and/or its subcontractor, if applicable, agrees that the signatures will be stored by the Proposer and/or its subcontractor, if applicable, in an encrypted and restricted system accessible only by credentialed individuals and under a documented and secure process or otherwise mutually acceptable to the parties. SCORED RESPONSE: Will the Proposer and/or its subcontractor, if applicable, agree that a secure copy of the signature image will be stored in an encrypted and restricted system accessible only by credentialed individuals and under a documented and secure process or otherwise mutually acceptable to the parties? (Y/N)
RESPONSE:	☐ YES ☐ NO
23.4	Proposer and/or its subcontractor, if applicable, must print checks on 25# 8 ½ x 11" white toner bond paper stock with the following features: • Warning Banner – A warning banner lists the security features embedded in the check product. Each feature listed below that is used will appear in the Warning Banner so that a bank teller or recipient can more easily determine the validity of the instrument. • Void Pantograph – This feature allows the word "VOID" to pop out when the original check document is photocopied on most copiers. • Micro printing – This feature appears to the naked eye as a straight line (or box outline) but is actually made up of small, printed words, such as "[words to be mutually agreed upon]." When photocopied, the printed word generally disappears. • Sequential Numbering on Back – Proposer and/or the subcontractor, if applicable will ensure that checks are sequentially numbered (different than check numbers) on the back in a color other than black. • Back of check will contain a checkbox with the statement "Check here for mobile deposit." • Artificial Watermark – An artificial watermark is printed in white (not easily copied or scanned) and is viewable when the document is held at certain angles. • Toner Grip – The check paper is treated to make laser toner adhere more solidly to the paper. Attempts to alter laser images generally end in readily

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
	viewable paper tear. Thermochromic Ink – Certain images are printed in heat-sensitive inks which, when pressed between fingers, fade away. Copied or scanned documents would not transfer this property.
24.	PROCESS VERIFICATION
24.1.A.	A. <u>Same Day</u> Upon receipt of NYSLRS' Print Order, the Proposer and/or its subcontractor, if applicable, will provide an acknowledgment via SFTP or the Proposer's Portal within one hour of receipt of the Print Order. This acknowledgement will include the last four digits of NYSLRS' account number, the total number of checks, and the total amount. SCORED RESPONSE: Will the Proposer and/or its subcontractor, if applicable, provide an acknowledgment via SFTP or the Proposer's Portal within one hour of receipt of the Print Order that will include the last four digits of NYSLRS' account number, the total number of checks, and the total amount? (Y/N)
RESPONSE:	☐ YES ☐ NO
24.1.B.1	B. <u>Next Business Day</u> 1. Check printing details are available at 8:30 a.m. ET time on the Proposer's Portal. SCORED RESPONSE: Will check printing details be available at 8:30 a.m. ET time on the Proposer's Portal? (Y/N)
RESPONSE:	☐ YES ☐ NO
24.1.B.2	2. The Backup Check Printing Audit Report will list the status of all checks sent for printing, and a status associated with each check: - PRINTED: Check Printed and Mailed as requested - NOT PRINTED: Check did NOT print due to: - missing payee line 1, - address line 1, - zip code, or - invalid PDF orientation. SCORED RESPONSE: Will the Backup Check Printing Audit Report list the status of all checks sent for printing, and a status associated with each check? (Y/N) What fields will be included in the NOT PRINTED status?

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
RESPONSE:	☐ YES ☐ NO What fields will be included in the NOT PRINTED status?
24.1.C	C. <u>Two Business Days:</u> Any Special Handling details are available at 8:30 a.m. ET time on the second business day via the Proposer's Portal. SCORED RESPONSE: Will Special Handling details be available by 8:30 a.m. ET on the second business day via the Proposer's Portal? (Y/N)
RESPONSE:	☐ YES ☐ NO
25.	SYSTEM/BATCH REQUIREMENTS
25.1	NYSLRS will have the option to pass payee information to the Proposer and/or its subcontractor, if applicable, via an encrypted direct file transmission (the Print Order) or via SFTP. If the Proposer provides payee or other Confidential information to a subcontractor, or vice versa, the Proposer and/or its subcontractor, if applicable, will ensure secure, encrypted, and direct file transfer that satisfies the requirements specified in this RFP or the final contract between the Proposer and NYSLRS. SCORED RESPONSE: Will the Proposer ensure that if the Proposer provides payee or other Confidential information to a subcontractor, or vice versa, the Proposer and/or its subcontractor, if applicable, will ensure secure, encrypted, and direct file transfer that satisfies the requirements specified in this RFP or the final contract between the Proposer and NYSLRS? (Y/N)
RESPONSE:	☐ YES ☐ NO
25.2	As part of the implementation, NYSLRS and the Proposer shall agree upon the secure method for file transmission (from the list in Table 5.3, Section 28, Requirements 28.1 – 28.2, below). Each party shall be responsible for its own costs in establishing and/or maintaining the agreed-upon transmission method.
NO RESPONSE REQUIRED FOR REQUIREMENT 25.2	
25.3	Backup Check Printing Services will be subject to the Electronic File Transfer/File Encryption requirements in Table 5.3, Section 28, Requirements 28.1 – 28.2, below.
NO RESPONSE REQUIRED FOR REQUIREMENT 25.3	
25.4	The Proposer and its subcontractor (if applicable) must conduct and/or participate in any testing, including as required by NYSLRS, both during implementation and the term of the Agreement, to deliver and perform the Backup Check Printing Services. Such testing must ensure that there is no corruption in data and signatures. The Proposer and its subcontractor (if applicable) will work within agreed-upon timeframes

TABLE 5.2	
REQ. #	BACKUP CHECK PRINTING SERVICES AND RESPONSES
	during any testing. Testing is further required to ensure that the encryption and version of software used by the Proposer and its subcontractor (if applicable) is compatible with NYSLRS' software. This connection will need to meet all New York State and industry standard security measures. The Proposer and its subcontractor (if applicable) must provide file transfer access to its server for the purpose of sending and retrieving Print Orders.
NO RESPONSE REQUIRED FOR REQUIREMENT 25.4	
26.	IMPLEMENTATION
26.1	The Proposer and/or its subcontractor, if applicable, will agree to cooperate with NYSLRS during implementation of the Services to ensure mutually agreeable file transfer protocols and encryption necessary in connection with the Backup Check Printing Services. SCORED RESPONSE: The Proposer and/or its subcontractor, if applicable, agrees to cooperate with NYSLRS during implementation of the Services to ensure mutually agreeable file transfer protocols and encryption necessary in connection with the Services. (Y/N)
RESPONSE:	☐ YES ☐ NO
26.2	The Proposer and/or its subcontractor, if applicable, will agree to cooperate with NYSLRS during implementation of the Services to ensure the Services provide NYSLRS with necessary reporting and confirmations with respect to the Backup Check Printing Services. SCORED RESPONSE: Will the Proposer and/or its subcontractor, if applicable, agree to cooperate with NYSLRS during implementation of the Services to ensure the Services provide NYSLRS with necessary reporting and confirmations with respect to the Backup Check Printing Services?
RESPONSE:	☐ YES ☐ NO
END OF TABLE 5.2	

5.3. Security and Responses

Note to All Proposers: *The post-award security verification process as described in Section 4.0 (Post-Award Security and Confidentiality Verification) does not relieve the Proposer from providing information about its security practices as requested in Table 5.3, below, as part of Proposer's Response.*

For those Requirements in Table 5.3 that specify "No response required," Proposers should note that any response provided will be disregarded as extraneous, will be given no consideration, will

not be evaluated, and will have no impact on the Services to be provided. Only Proposer's responses to those items that are identified as "Scored Response" will be considered for scoring for the purposes of NYSLRS' evaluation and any contract award.

Responses to all requirements (both scored and not scored) will form the foundation for NYSLRS' verification of a Selected Proposer's security measures, processes, standards, and policies, as noted in Section 4.0, above.

The Proposer should use this format to respond. NYSLRS has provided Table 5.3 (Security and Responses) as a separate document in MS Word for preparation of proposals.

Proposers are requested to keep responses as concise and relevant as possible.

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
27.	SECURITY
27.1	As discussed in Section 4.0 (Post-Award Security and Confidentiality Verification) upon conditional award, but prior to contract execution, the Selected Proposer must permit the examination of documentation requested by NYSLRS and its representatives, which may include OSC technical staff, that substantiates Proposer's operational controls that focus on one or more control domains, including security measures, processes, standards, and policies (collectively, "security practices"). Such documentation should cover the design and effectiveness of the security practices as they relate to the Services provided to NYSLRS, and may also be used by NYSLRS to determine whether the Proposer's security practices sufficiently align with the security standards set forth herein. This documentation is to be made available for inspection at a mutually agreed-upon location in the State of New York. NYSLRS will, if requested by Proposer, execute a NYSLRS-approved non-disclosure agreement ("NDA") to examine such documentation and engage in related discussions.
NO RESPONSE REQUIRED FOR REQUIREMENT 27.1.a	
27.1.a-c	NYSLRS has a strong preference for all of Proposer's data storage, access, and processing locations (each a "Facility" and, collectively, "Facilities") to be located within the contiguous United States ("CONUS"). SCORED RESPONSE: a. Indicate whether any of Proposer's Facilities to be used for these Services are located outside the CONUS. State with particularity the specific Services, if any, that will be provided outside of the CONUS. If all Facilities and individuals that will access or will have access to NYSLRS confidential information in connection with the provisioning of the Services will be within the CONUS, please provide a written statement confirming same. b. If any of Contractor's Facilities, or portions thereof, or individuals (whether Contractor's Staff or third parties) that will access or will have access to NYSLRS confidential information will be outside the CONUS, provide a written statement explaining what Facilities, or portions thereof, or individuals, will access, store, process or will have access to NYSLRS confidential information outside the CONUS and identify with particularity: (i.) what countries any such Facilities and/or individuals are located,

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
	(ii.) the specific information they will access or to which they will have access and for what purpose in connection with the Services, and (iii.) what measures Contractor has in place with respect to such Facilities and individuals to protect NYSLRS confidential information, including: 1) protocols for access control and identity management, including physical security features, workstation security, data controls, 2) business continuity and disaster recovery planning and resources, 3) vendor and third-party service provider management protocols, 4) incident response procedures, and 5) a description of Contractor's relevant policies and its overall risk mitigation analysis and plans in place to ameliorate the risks. c. State whether each respective Facility located outside the CONUS that will be used for any portion of the Services provided to NYSLRS is owned by the Proposer or a third-party.
RESPONSE:	
27.1.d-e	SCORED RESPONSE: d. Will any customer service and/or technical support services be provided by personnel located outside the CONUS? If yes, what services and where? e. Provide a description of safeguards in place to protect confidential System data for services performed outside of the CONUS.
RESPONSE:	
27.1.f	SCORED RESPONSE: f. Explain whether access outside of the CONUS could be limited (e.g., by changing the hours that support services are available, such as declining to use a "follow-the-sun" model).
RESPONSE:	

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
28.	ELECTRONIC FILE TRANSFER / FILE ENCRYPTION
28.1	The Proposer must support secure electronic data file exchange over the internet, to and from NYSLRS and/or a NYSLRS designee using secure protocols at least equivalent to the protocols listed below. The Proposer must provide file transfer access to its server for the purpose of sending and retrieving files. The development of a schedule of file transfers to be retrieved is required so that NYSLRS' and/or a NYSLRS designee's retrieval of files can be automated. Data must be encrypted by the Contractor at all times. At a minimum, encryption must be carried out at the most current NYS Encryption Standard (NYS-S14-007) nys-s14-007-encryption.pdf (or successor policy with key access restricted to OSC only, unless with the express written permission of OSC). All Data in transit must be handled in accordance with ITS Policy NYS-S14-007 (or successor) or the National Institute of Standards and Technology (NIST) Federal Information Processing Standard (FIPS)-140-2 or Transport Layer Security (TLS) 1.2 or 1.3 (or successor).
NO RESPONSE REQUIRED FOR REQUIREMENT 28.1	
29.	CONFIDENTIALITY/NETWORK SECURITY
29.1	The Proposer must restrict and monitor access to confidential NYSLRS data. The Proposer must use generally accepted security principles and practices to minimize the risks of unauthorized access to or disclosure of Confidential Information associated with physical and logical access of its systems. This will include adherence to Sections II.C.8 (Physical Security) and II.C.2 (Technology Design) of the "Information Security Booklet", and the requirements of the "Architecture, Infrastructure, and Operations Booklet", as applicable, which booklets are a part of the Federal Financial Institutions Examination Council ("FFIEC") IT Examination Handbook (IT Handbook) (See https://ithandbook.ffiec.gov/, and https://ithandbook.ffiec.gov/it-booklets/information-security/ and https://ithandbook.ffiec.gov/it-booklets/architecture-infrastructure-and-operations/).
NO RESPONSE REQUIRED FOR REQUIREMENT 29.1	
29.2	The Proposer must adhere to generally accepted security principles and practices in developing its security information technology standards, which shall include, at a minimum, generally accepted system security principles to ensure that Proposer's system and applications used by Proposer and/or NYSLRS in connection with the Services are secure from vulnerabilities and defects. Satisfaction of the foregoing requires Proposer to follow a recognized security framework, which may include the following (or other comparable standards): • International Organization for Standardization (ISO/IEC) 27001:2022 Information Security Management Systems ("ISMS") ◦ https://www.iso.org/isoiec-27001-information-security.html • FedRAMP

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
	- National Institute of Standards and Technology https://www.nist.gov - FFIEC IT Examination Handbook – Information Security Booklet (See https://ithandbook.ffiec.gov/it-booklets/information-security/) and Architecture, Infrastructure, and Operations Booklet (https://ithandbook.ffiec.gov/it-booklets/architecture-infrastructure-and-operations/), PROPOSER'S RESPONSE: State whether, upon notice of conditional award, the Selected Proposer will provide NYSLRS with a third-party assessment and/or certification that its systems and applications are in compliance with one or more of the above-listed security frameworks. If not, identify how Proposer will verify, to NYSLRS' satisfaction, its compliance with such standards and protections.
RESPONSE:	
29.3	The Proposer's network security must include intrusion detection and regular (at least annual) vulnerability assessments in compliance with the mitigation and vulnerability sections of the Information Security Booklet of the FFIEC IT Examination Handbook (See https://ithandbook.ffiec.gov/it-booklets/information-security/). The Proposer may be required to certify that such assessments have been completed and deficiencies, if any, addressed.
NO RESPONSE REQUIRED FOR REQUIREMENT 29.3	
29.4	PROPOSER'S RESPONSE: State whether, if selected for award, the Selected Proposer will provide the OSC Chief Information Security Officer ("ISO"), acting on behalf of NYSLRS, with the following documentation for review, if requested: (i) A summary of the results of the 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 the Selected Proposer cannot provide the above, identify how Proposer will verify, to the ISO's satisfaction, the security of its systems from external actors.
RESPONSE:	
29.5.a	PROPOSER'S RESPONSE: a. Describe Proposer's due diligence process and documentation Proposer requires (or will require prior to providing any of the Services) from its subcontractors who will access NYSLRS confidential information.

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
RESPONSE:	
29.5.b	PROPOSER'S RESPONSE: b. Identify how Proposer will ensure that the security requirements set forth in the RFP flow down to its relevant subcontractors (i.e., backup check printing subcontractors or others proposed by Proposer).
RESPONSE:	
30.	INCIDENT RESPONSE
30.1.a	Notwithstanding the provisions and corresponding obligations of New York State privacy-related statutes, the State prefers that the Proposer provide notice within 24 hours to OSC in the event of an exploited vulnerability or breach that has impacted or is reasonably foreseeable to impact any OSC accounts or OSC confidential information. Additional information regarding OSC's preferred security-related notifications and response measures are specified in Attachment G (Draft Contract). PROPOSER'S RESPONSE: a. Explain the extent to which the Proposer will, if commercially possible, meet the above-stated preference. If the Proposer will not meet the above-stated preference, describe the Proposer's ability to provide more immediate notice (e.g., 48 hours, 72 hours) to OSC than what is required under NYS privacy-related statutes.
RESPONSE:	
30.1.b	PROPOSER'S RESPONSE: b. Describe Proposer's plans to update NYSLRS as incident analysis occurs, identify what assistance the Proposer will provide to NYSLRS in responding to a security incident (e.g., an exploited vulnerability or breach), including providing any required notifications. Describe to what extent the Proposer will bear the responsibility for costs related to the security incident and any required notifications.
RESPONSE:	
30.1.c	c. The Proposer must, in the event of an exploited vulnerability or breach, notify NYSLRS in accordance with Sections 208 and 899-aa of the NY State General Business Law, and commencing March 21, 2020, shall also comply with General Business Law Section 899-bb, as applicable (collectively, "NYS Privacy-Related Statutes").
NO RESPONSE REQUIRED FOR REQUIREMENT 30.1.c	

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
31.	INFORMATION RETENTION
31.1	PROPOSER'S RESPONSE: Describe Proposer's information retention practices, policies and procedures, as will be applied to NYSLRS' confidential information. Identify whether the Selected Proposer or relevant subcontractors are subject to any legal or regulatory requirements or professional standards that might require them to retain any NYSLRS confidential information after expiration or termination of the Agreement. If such retention is required, identify how long such information must be retained and how the Selected Proposer intends to ensure the confidentiality of such information during the retention period.
RESPONSE:	
32.	EMPLOYEES AND TRAINING
32.1	PROPOSER'S RESPONSE: Describe what training Proposer provides to its employees and others who will access any of NYSLRS' confidential information.
RESPONSE:	
33.	SECURITY REPORTS
33.1	PROPOSER'S RESPONSE: State whether the Proposer will, upon request, provide NYSLRS with all annual independent service auditors' report(s) (e.g., SOC reports, SSAE reports, or superseded statements, as applicable) on financial and operational controls relevant to the Services, as well as such reports for any of the Proposer's subcontractors. Such reports may include one or more control domains (e.g., custody, accounting, confidentiality, processing integrity, privacy).
RESPONSE:	
33.2	PROPOSER'S RESPONSE: State whether the Proposer is currently required to comply with the security standards outlined in the New York State Department of Financial Services ("DFS") Regulations (https://www.dfs.ny.gov/system/files/documents/2023/03/23NYCRR500_0.pdf), including amendments thereto, or similar standards. If not, state whether Proposer will comply with the DFS Regulations as if the Proposer is subject to such regulations in totality, or, alternatively, identify the specific DFS regulations within Part 500 which the Proposer does or is willing to comply as if they were subject to them.

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
	If the Proposer is subject to other security standards of other regulatory bodies, identify such standards and the jurisdictional agency or regulatory body that issues and/or reviews compliance with such security standards.
RESPONSE:	
34.	DISASTER RECOVERY
34.1.a	Upon notification of award, but prior to contract execution, the Selected Proposer will provide to NYSLRS a summary or overview of its business continuity, disaster recovery, and continuity of operations plan ("Disaster Recovery Plan" or "DRP") as it pertains to the Services, including how it will minimize any disruption to the Services if implemented. The DRP may be made available for inspection at a mutually agreed-upon location in the State of New York. The summary or overview should address the continuation of Services in the event of a short-term business interruption and/or long-term loss of performance capability. Should the Selected Proposer be unable to provide the summary or overview of the DRP prior to contract execution, this may be grounds for withdrawing the conditional award.
NO RESPONSE REQUIRED FOR REQUIREMENT 34.1.a	
34.2	The Proposer must maintain a disaster recovery plan designed to ensure service disruptions are minimized with no negative impact on Services.
NO RESPONSE REQUIRED FOR REQUIREMENT 34.2	
34.3	The Proposer must be able to demonstrate within the summary or overview requested in Requirement 34.1.a that NYSLRS operations will be minimally affected and NYSLRS records recovered intact.
NO RESPONSE REQUIRED FOR REQUIREMENT 34.3	
34.4	Proposer should successfully have tested its DRP within 12 months prior to submission of its proposal and will, at least annually, test its DRP and certify such to NYSLRS. SCORED RESPONSE: Confirm whether Proposer has successfully tested its DRP within 12 months prior to submission of its proposal and confirm that if selected for award, Proposer will, going forward, at least annually test its DRP and certify such to NYSLRS.
RESPONSE:	
34.5	PROPOSER'S RESPONSE: State whether the Proposer is able and willing to configure the Selected Proposer's systems to comply with NYSLRS' multi-level transaction authorization and approval rules.

TABLE 5.3	
REQ. #	SECURITY AND RESPONSES
	Note: Stating that the Proposer is not able and willing to configure its systems to comply with NYSLRS' multi-level transaction authorization and approval rules may result in disqualification.
RESPONSE:	
END OF TABLE 5.3	

6.0 ADMINISTRATIVE INFORMATION

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

6.1. Amendments or Addenda to the RFP

Procurement documents may, from time to time, be amended or addenda issued by NYSLRS. All amendments and/or addenda to procurement documents will be posted to the OSC website at <http://www.osc.state.ny.us/procurement/> and subsequent email notification will be provided to all potential Proposers known to NYSLRS to have received access to this RFP. 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.

6.2. Restrictions on Communication

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

Director of Finance
Questions for RFP0003
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 or NYSLRS official will 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 may be grounds for a determination that the Proposer is non-responsible and therefore ineligible for this contract award. "Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of an RFP, Invitation for Bids, or solicitation of proposals, or any other method for soliciting a response from Proposers intending to result in a contract with NYSLRS and ending with the final contract award by NYSLRS or termination of the procurement.

6.3. Questions

There will be two opportunities for submission of written questions and requests for clarification regarding this RFP. All questions and requests for clarification should be sent in MS Word format using Attachment C (Question Submission Form) and be submitted via email (preferred) or by hard copy mail to the Contracting Officer identified in Section 6.2 (Restrictions on Communication), no later than the Deadline for Submission of Written Questions as specified in Section 1.0.

Proposers are encouraged to review the requirements of the RFP and Attachment G (Draft Contract) and notify NYSLRS of requirements that would prohibit the Proposer from submitting a proposal.

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 Deadlines for Submission of Initial and Final Written Questions specified in Section 1.0. Questions received after the final deadline may not be answered.

The comprehensive list of questions and responses will be posted to the OSC website on the date specified in Section 1.0 and notice of such posting will be distributed by email to all vendors known to NYSLRS who have received electronic access to this RFP. This list will not include the identities of the vendors submitting the questions; those vendors will remain anonymous to the extent allowed by law.

Note: *The Question and Answer period is not the appropriate forum for proposing revisions to the Draft Contract. Proposed revisions to the Draft Contract, if any, should be submitted by Proposers with their administrative proposals in an editable MS Word format document with redlined (tracked) changes in accordance with Section 7.1.E.*

6.4. NYSLRS' Pre-deadline Right to Modify RFP

NYSLRS reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by NYSLRS listed in Section 1.0. Modifications to this RFP will be made by issuance of amendments or addenda (see Section 6.1). NYSLRS also reserves the right to cancel this RFP, in whole or in part, and to reject any or all proposals.

If the Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer must immediately notify the Contracting Officer (see Section 6.2 Restrictions on Communication) 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 the Contracting Officer of a known error or an error that reasonably should have been known, the Proposer shall assume the risk of proposing. If awarded a contract, the Proposer will not be entitled to additional compensation by reason of the error or its correction.

6.5. Equal Employment Opportunity ("EEO")

The Comptroller, as Trustee of the Fund and Administrative Head of NYSLRS, recognizes the value to NYSLRS of affording minority group members and women the opportunity to participate in the performance of contracts of NYSLRS. Toward this end, the Comptroller encourages Proposers to undertake or continue existing programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Upon request of the Comptroller, Proposers must report the result of such programs to NYSLRS.

6.6. State Ethics Law Provision

Officers and employees of OSC and NYSLRS are subject to the ethics requirements and restrictions of Public Officers Law and other laws that apply to State employees, including the requirements of Public Officers Law §§73² and 4³, and other State codes, rules, and regulations establishing ethical standards for the conduct of State officers and employees.

² <https://www.nysenate.gov/legislation/laws/PBO/73>

³ <https://www.nysenate.gov/legislation/laws/PBO/74>

By submitting a proposal, the Proposer certifies that:

- A.** The Proposer, its officers, directors, employees, subsidiaries, affiliates, partners, subcontractors, and agents have read and understand the above Public Officers Law provisions, including without limitation: (i) restrictions on acceptance or solicitation of gifts and hospitality by a State employee, (ii) the two-year bar on a State employee from appearing before the State employee's former agency after leaving State service, and (iii) the life-time bar on a State employee from rendering services on any matters with respect to which the State employee was directly concerned during State service and in which the State employee personally participated, or which was under the State employee's active consideration during State service.
- B.** If the proposal is selected for award, the Selected Proposer, its officers, directors, employees, subsidiaries, affiliates, partners, subcontractors, and agents who will be assigned to perform Services must not: (i) offer or make any gift or hospitality to a State employee, (ii) hire any former State employee to appear before OSC, the System, or the New York State Common Retirement Fund ("CRF" or "the Fund") to perform services on this engagement in violation of the two-year bar or the lifetime bar, or (iii) assign any current Proposer employee, officer, director, subsidiary, affiliate, partner, or agent to appear before OSC, the System, or the Fund to perform services on this engagement in violation of the two-year bar or the lifetime bar.

This certification is material to the proposal and NYSLRS intends to rely on it. The Proposer must promptly report to NYSLRS any non-compliance with the above requirements to:

Office of the State Comptroller
110 State Street – 14th Floor
Albany, New York 12236
Attn: Special Counsel for Ethics

and

Office of the State Comptroller
110 State Street – 14th Floor
Albany, New York 12236
Attn: CRF Compliance Officer

Proposers may address any questions concerning these provisions to:

Special Counsel for Ethics
New York State Office of the State Comptroller
110 State Street – 14th Floor
Albany, New York 12236
(518) 408-3855

6.7. Background Investigations

A. Background Investigations by Contractor

OSC policy requires that background investigations be conducted by the Selected Proposer on its employees and by the Selected Proposer's affiliates and subcontractors on their employees, who will have access to OSC's IT systems, access to NYSLRS' confidential information, or access to any OSC facility for five consecutive business days or 10 business days over the annual term of the engagement ("Covered Employees").

Accordingly, each Proposer, by submitting a proposal, certifies that it has conducted or will conduct a background investigation on any Covered Employees prior to the commencement of Services. The Selected Proposer must obtain, upon NYSLRS' request and unless prohibited by applicable law, the consent of such Covered Employees to allow the Office of the State Comptroller Inspector General to audit the results of these background investigations, and (i) to review unredacted background investigation records, including all supporting documentation, and (ii) to conduct its own background investigation. The Selected Proposer must undertake a background investigation of any new/replacement Covered Employees during the term of the engagement. During the term of the engagement, the Selected Proposer must maintain records related to the background investigations performed and in accordance with Appendix A (Section 5, Records).

Only Covered Employees who have passed the background investigation, and provided such consent, shall be assigned to provide Services to NYSLRS or given access to NYSLRS confidential information or assets.

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

- identity verification, including Social Security Number or relevant national identity number search, as applicable;
- employment eligibility, including verification of applicable 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; and
- references.

The Contractor hereby agrees to incorporate into any subcontracts permitted by this Agreement, and require any subcontractor thereunder to incorporate into each of its subcontracts, the same obligations imposed herein upon Contractor with regard to the above background investigation obligations, and expressly accrue those obligations directly to the benefit of NYSLRS.

B. Background Investigations by NYSLRS

At NYSLRS' discretion, a background investigation will be conducted on NYSLRS' behalf by the Director of Compliance for the Common Retirement Fund on the Selected Proposer, and on its key principals, its key personnel to be assigned to provide the Services, and its Chief Compliance Officer (or person serving in similar capacity) ("Covered Persons" as identified in Appendix F – CRF Vendor Responsibility and Conflict of Interest Disclosure Form). At the discretion of NYSLRS, background investigations may also be conducted on subcontractors and their principals and key personnel. Such background investigation may, at the discretion of NYSLRS, be conducted prior to the Selected Proposer's execution of an agreement with its subcontractor(s). NYSLRS may conduct subsequent background investigations on the Selected Proposer and Covered Persons or its subcontractors where NYSLRS deems there has been a material change in circumstances or where an additional background investigation may be prudent.

Upon receipt of NYSLRS' notice of its intent to conduct such background investigation, the Selected Proposer and Covered Persons and/or subcontractor(s) must provide to NYSLRS, or its third-party vendor, written consent of all individuals subject to NYSLRS' background investigation. Failure to obtain such consent may be grounds for rescinding preliminary award, or termination of the Services and the Agreement resulting from this RFP.

6.8. Compliance with Laws and Regulations Applicable to NYSLRS

The Selected Proposer must comply with applicable legal restrictions, and statutory and regulatory requirements, and policy guidelines of NYSLRS, and ensure that no services are provided in conflict with such applicable legal restrictions, laws, regulations, and NYSLRS policies.

6.9. Prohibited Benefits Relating to the Procurement

The Proposer represents and warrants that neither the Proposer nor its Staff has received or paid, or entered into an agreement to receive or pay, any compensation, fees, or any other benefit from or to any third-party, including any subcontractor, to influence the outcome of this procurement.

6.10. Debrief

Any Proposer not selected for award may, within 15 calendar days of release of OSC's written or electronic notice that the Proposer has not been selected for award, request a debriefing to discuss the reasons(s) that the proposal submitted was not selected for an award. A debriefing request must be in writing and be submitted to the Contracting Officer (see Section 6.2) or the Contracting Officer's designee(s), via email (preferred) to RFP@osc.ny.gov or via hard copy mail to:

Director of Finance
Debriefing Request: RFP0003
Office of the State Comptroller
110 State Street, Stop 13-2
Albany, NY 12236-0001

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.

6.11. NYSLRS' Reserved Rights

NYSLRS reserves all rights including, but not limited to the right to:

- A.** Cancel the procurement, reject any or all proposals received in response to this RFP, award more than one contract, or award no contract.
- B.** Prior to the deadline for submission of 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 the deadline of submission of proposals, direct Proposers to submit proposal modifications addressing RFP amendments or addenda.
- D.** Waive any non-material deviation or defect in a proposal. A waiver of a non-material deviation or defect will 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 or to request revisions to all proposals from Proposers susceptible of award of the contract. Any request for clarification or revision is solely at the discretion of NYSLRS. No Proposer will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals.
- I. 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.
- J. 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.

6.12. Freedom of Information Law

Proposals, or portions thereof, may be subject to disclosure in accordance with the requirements of the Freedom of Information Law, Public Officers Law §84 et. Seq ("FOIL"). Accordingly, upon submission of its proposal, Proposer is encouraged to clearly and specifically indicate any portion of its proposal it believes is exempt from disclosure, including any portion that constitutes, among other things, a trade secret, or the disclosure of which would cause substantial injury to the Proposer's competitive position. Blanket assertions are insufficient. Prior to releasing any documents so marked, NYSLRS will notify Proposer to afford Proposer an opportunity to seek a protective order or other remedy to protect such documents from disclosure.

7.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Proposer. Proposers responding to this RFP should satisfy all requirements stated in this RFP. Proposers should submit complete Administrative, Technical, and Cost Proposals. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Proposers are requested to submit proposals as directed in Section 8.0 (Proposal Submission). 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 information in the Technical or Administrative Proposal documents.**

7.1. **Administrative Proposal**

The Administrative Proposal should contain all requirements listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format and in the same order in which such information is requested. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy.

Do not include cost information in the Administrative Proposal.

A. Contractor's Certifications/Acknowledgements

Submit a completed and signed Appendix E (Contractor's Certifications/Acknowledgements), which includes, among other things, the Proposer's acknowledgement of (i) receipt of the OSC Executive Policy Statement on Discrimination and Harassment, Including Sexual Harassment (Appendix B), and (ii) the Non-Collusive Bidding Certification.

B. CRF Vendor Responsibility and Conflict of Interest Disclosure Form

Submit a completed and signed Appendix F (CRF Vendor Responsibility and Conflict of Interest Disclosure Form).

C. Proposer's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed Appendix G (Proposer's Disclosure of Prior Non-Responsibility Determinations).

D. Freedom of Information Law – Proposal Redactions

Where applicable, Proposers are encouraged to clearly and specifically identify any portion of their proposal that a Proposer believes is entitled to an exception from disclosure pursuant to FOIL. See Section 6.12 (Freedom of Information Law).

E. Proposed Modifications to the Draft Contract (if any)

At the time it submits its Proposal, the Proposer should submit its proposed modifications to the Draft Contract (Attachment G), if any, **in editable MS Word format** document with redlined (tracked) changes. Identify the section of the Draft Contract that Proposer proposes to modify, and explain why the change is in the best interest of NYSLRS. As noted above, NYSLRS has no obligation to accept any such proposed modifications and reserves all rights to reject any proposed changes. NYSLRS will not consider modifications that are not in the best interest of NYSLRS.

F. Bank Service Schedules

With its Administrative Proposal, Proposer must submit any additional terms and conditions, deposit account agreements, service schedules, and any other standard bank-related or account-related documentation or materials (collectively, "Bank service schedules") that such Proposer will seek to incorporate into any awarded contract that results from this RFP or that such Proposer asserts will apply to any awarded contract, **in editable Microsoft Word format**, for NYSLRS' review and, subject to NYSLRS' modifications, mutual written agreement. In addition to Bank service schedules, Proposer must submit any Service Terms related to the Backup Check Printing Services in Section 2.5.C and Table 5.2, **in editable Microsoft Word format**, for NYSLRS' review and subject

to NYSLRS' modifications, mutual written agreement. Proposers are advised that no proposed Bank service schedules or Service Terms will be incorporated and/or applied to any awarded contract where such are not reduceable and reduced to printed, written format and are not agreed to by NYSLRS in the final Contract. **No hyperlinks or online terms and conditions of any sort will be permitted to be incorporated into a final contract.** Any proposed Bank services schedules and/or Service Terms submitted with the Proposal must be submitted as an attachment to the Administrative Proposal.

7.2. Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Proposer and its Staff to undertake the relevant responsibilities set forth herein while complying with applicable laws, regulations, fiduciary standards, and the requirements of the RFP.

The following outlines the information to be provided. Information should be provided in the order listed below, and in the prescribed format. Responses that do not conform to these instructions may be eliminated from consideration. In addition, a Technical Proposal that is incomplete, inaccurate, or otherwise non-responsive in any material respect may be eliminated from consideration.

All responses to the RFP will be subject to verification for accuracy.

Do not include cost information in the Technical Proposal.

A. Title Page

Submit a Title Page providing the RFP subject and number, the Proposer's name, 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.

Proposers should review the list of requirements provided in Attachment B (Proposal Documents Submitted). Each proposal should contain an index that cites each tab/section number in the proposal where the requested information can be found using the tab/section numbers found in Attachment B (Proposal Documents Submitted) for the corresponding RFP section.

C. Proposer's Certified Statements

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 and should 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 or no Attachment A.

D. Listing of Proposed Subcontractors

If Subcontractors are used, the Proposer must list all Subcontractors to be used on Attachment D, including the Subcontractor's EIN, a brief description of the services to be performed by the Subcontractor, and the processing location for where Subcontractor's services will be performed.

E. Technical Response

Submit responses as directed in Section 5.0 (Required Services). Tables 5.1, 5.2, and 5.3 have been provided as MS Word documents and are posted with this RFP on the OSC procurement website (see Section 6.1).

F. References

Submit at least three, but no more than five references for the Proposer using Attachment F (References). At least one of the references submitted must substantiate that the Proposer meets Minimum Qualification to Propose 3.5, as detailed in Section 3.0.

Failure to provide at least one reference that substantiates that the Proposer meets Minimum Qualification 3.5 will result in a proposal being found non-responsive and eliminated from consideration.

7.3. Cost Proposal – Attachments E1 and E2

Submit completed and signed Attachments E1 (Cost Proposal – Banking Services) and E2 (Cost Proposal – Backup Check Printing Services). A Proposer's failure to provide a complete pricing response will result in the Proposer's proposal being deemed non-responsive. **Proposers must provide all pricing information requested on Attachments E1 and E2. Modification or change to Attachments E1 and E2 may result in disqualification.**

All Service lines on Attachments E1 and E2 must be inclusive of all costs associated with the Services. The fully loaded transaction fees on Attachments E1 and E2 must include all costs related to Services required, including, but not limited to staffing, facilities, equipment, systems maintenance, management, program support activities, training, conversion, transition, and any indirect costs. However, if NYSLRS initiates enhancements or modifications that result in efficiencies, such as a reduction in the volume of transactions and/or operational changes that will reduce need for certain aspects of the services, the Proposer's Transaction Fees will be reduced by amendment to the contract.

Unit costs proposed must be inclusive of all costs associated with the Services. There must be no additions, deletions, or omissions of Service lines from the Cost Proposal; if the Proposer proposes a zero-value fee for any Service line, that service line should be marked as zero and not left blank. Blank service lines will be evaluated as zero value fees and incorporated into the Contract as such. No add-on costs are allowed. The Proposer must ensure that no additional costs will be assessed directly against the bank accounts associated with these Services. Any pricing information that does not conform to the presentation allowed on the Cost Proposal cannot be evaluated, will be disregarded as extraneous, and cannot be charged to NYSLRS after the award of a contract.

No fees or other charges that are not expressly set forth in Exhibit B2 may be assessed against any Account or charged to NYSLRS. Any other fees or charges, including but not limited to Federal Deposit Insurance Corporation ("FDIC") insurance fees, in relation to any Account, shall be borne by the Contractor.

The fees shall not be increased during the first three years of the Contract term. Thereafter, the fees may be increased for each subsequent annual period of said term upon the anniversary of the Contract with no less than 60 days' written notice to NYSLRS. Such increase shall be limited to the lesser of the Consumer Price Index for All Urban Consumers ("CPI-U"), U.S. City Average, All Items, as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding 12-month period or 5% over the prior year's fees, whichever is lower. Any increase granted shall be effective on the Contract anniversary date and calculated using the index number published four months preceding the anniversary date of the Contract. If at any time the above index is discontinued or becomes unavailable, NYSLRS reserves the right to implement a comparable index.

A. Method of Compensation

NYSLRS, after consultation with and with the approval of the Office of the State Comptroller (“OSC”) reserves the right to determine the method to be used to compensate the Contractor for Services. This determination will be made on an account-by-account basis.

The method may include Direct Fee, Compensating Balances, or a combination of both. The method of compensation shall be that which is expected to provide the lowest cost of Services to NYSLRS. NYSLRS will not change the method of compensation at a frequency greater than once annually, except in extraordinary circumstances, as determined by NYSLRS, in consultation with OSC. NYSLRS shall provide the Contractor with advance notice of such a change. If an alternate payment method is deemed necessary by NYSLRS, payment procedures shall be established by authorized representatives of the Contractor and NYSLRS in accordance with the Cost Proposal, depending on the method of compensation.

Depending on the method of compensation chosen by NYSLRS, the following procedures will be used to determine the payment for Services:

i. Payment by Direct Fee

If NYSLRS elects to pay by Direct Fee, it may choose to offset the fee payment with Earnings Credits (as hereinafter defined) or request Earnings Credits reimbursement from the Contractor. If, for any month, the Earnings Credits exceed the monthly bank charges, the Contractor shall carry forward the excess to the following month and, where applicable, the following month in any new year and, at the election of NYSLRS, such excess shall be applied against the cost of Services for any other Compensating Balance relationship the Contractor has with NYSLRS or the State. If Earnings Credits remain as of the end date (whether by termination or expiration) of the contract, such Earnings Credits shall be applied, at NYSLRS’ election following consultation with OSC and without limitation, to any other banking services (including services covered under a separate agreement) provided by the Contractor to NYSLRS or the State. Earnings Credits are to be calculated using the following formula:

$$\text{Earnings Credits} = (\text{average available account balance}) \times (\text{ECR}) \times \text{Time}$$

Where:

ECR = Earnings Credit Rate, the determination of which is described below

Time = number days in period / 365

The Earnings Credit Rate (“ECR”) is the monthly average investment rate on the thirteen-week Treasury Bill, as determined at the weekly auction and published on the US Treasury website, or the Contractor’s standard rate, whichever is greater. The ECR shall be determined by OSC and confirmed with the Contractor monthly. NYSLRS will not use any other method of calculation for the ECR.

Payment for Services by Direct Fee must be billed by the Contractor to NYSLRS and will be paid in accordance with the payment procedures set forth in this Agreement. When payment is by Direct Fee, the Proposer must provide a monthly bank account analysis electronically (currently an 822 file) to NYSLRS along with the invoice, as applicable. This analysis must include the monthly volume and total costs associated with the account(s).

ii. Payment by Compensating Balances

If NYSLRS elects to pay by Compensating Balances, an account specific to this use may need to be established. The value of the Compensating Balances shall be calculated using the same formula as shown above under "Payment by Direct Fees" provided, however, that the ECR used for payment by Compensating Balance (the "Contract Rate") shall be determined based on an OSC computation which factors a three-year average spread between OSC's Short Term Investment Pool rate and the monthly average investment rate on the three-month Treasury Bill as determined at the weekly auction and published on the US Treasury website, or the Contractor's standard rate, whichever is greater. The ECR shall be determined by OSC and confirmed with the Contractor monthly. If payment is made via Compensating Balance, the Contractor must provide a monthly bank account analysis electronically (currently an 822 file) to NYSLRS. This analysis must include the monthly volume and total costs associated with the Account(s). All excess Earnings Credits on a monthly basis must be carried forward to offset future payments throughout the term of the Contract. If Earnings Credits remain as of the end date (whether by termination or expiration) of the Contract, such Earnings Credits shall be applied, at NYSLRS's election following consultation with OSC and without limitation, to any other banking services (including services covered under a separate agreement) provided by the Contractor to NYSLRS or the State.

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 (RFP0003)
110 State Street, Mail Stop 13-2
Albany, NY 12236-0001

IMPORTANT: Proposers are strongly encouraged to use package tracking so as to provide evidence of timely bid submittal in the event of mail delivery issues.

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

A Proposer may withdraw a proposal at any time before the Deadline for Submission of Proposals by written notification to NYSLRS (see Section 6.2). 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

Proposer must submit SEPARATE Administrative, Technical, and Cost proposals, via one of the submittal options identified below.

Note: Documents requiring signature are required to be signed with an ink pen (i.e., wet signature).⁴

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. Such files must be searchable. The files must be representative copies of the original documents, **including signatures**.

Clearly mark the envelope and the USB flash drive as “RFP0003 [Proposer’s name].”

The Proposer must retain the original proposal documents in its records. If the Proposer is selected for award, the Proposer must submit wet ink signed documents to NYSLRS prior to contract execution (if so requested).

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

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

- If a Proposer submits a paper copy with its USB submission and NYSLRS is unable to access the proposal files on the USB flash drive, NYSLRS 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 NYSLRS is unable to access the proposal files on the USB flash drive, NYSLRS will reject the submission and disqualify the Proposer as stated above.

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

⁴ If wet ink signatures cannot be provided, NYSLRS may accept proposals submitted with e-signatures or scanned signatures, but NYSLRS retains the right to require submission of documentation verifying the identity of the signer and the signer’s intent to sign on behalf of the Proposer, and may require submission of wet ink signatures upon notice of award. Failure to provide appropriately signed original documents upon request by NYSLRS may result in disqualification.

B. Option #2: Paper

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

Administrative Proposal	TWO paper copies.
Technical Proposal	FIVE paper copies.
Cost Proposal	TWO paper copies.

Submit each of the complete Administrative, Technical, and Cost Proposals in a separate sealed package, all of which may be submitted within one complete proposal package.

If the Proposer elects to submit paper proposals, NYSLRS requests that the Proposer also submit a USB flash drive with electronic copies of the proposals.

Clearly mark the outside envelope of the sealed proposals, the original, each copy, and USB flash drive (if applicable) as "RFP0003 [Proposer's name]."

9.0 EVALUATION PROCESS/CRITERIA

9.1. Submission Review

A. Preliminary 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 have omitted material documents, in the sole opinion of NYSLRS, may be rejected.

B. Minimum Qualification Review

All responsive proposals will be reviewed to ensure the Minimum Qualifications as stated in Section 3.0 (Minimum Qualifications to Propose) have been met. Proposals failing to meet the Minimum Qualifications will not be evaluated any further.

9.2. Technical Evaluation

Qualified OSC staff (the "Evaluation Committee") will evaluate and score all responsive proposals evaluated and scored for technical qualifications, subject to the terms of this RFP. 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 proposals is made. The Technical Proposal will be weighted **70%** of a proposal's total score.

To ensure that a qualified Proposer is selected for award, NYSLRS will eliminate from consideration of award all Proposals whose Technical proposal score is less than 80% of the top scoring Technical Proposal

received in response to this RFP. For example, if the top Technical Proposal score received in response to this RFP is 60, all Proposals with a technical score of 48 points or less will be removed from consideration of award. The Cost proposals of Proposers eliminated from consideration of award for this reason will not be scored and scores will not be used to determine the proportionate scores of other Proposals, as described in Section 9.3 below.

Following the evaluation of proposals as provided herein, the Evaluation Committee will determine if interviews will be conducted.

9.3. Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a Cost Proposal is found to be 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. The 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 cost. 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 *equals 30 times* (the lowest cost proposal *divided by* cost of proposal being evaluated).

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

9.4. Finalists

The cost score will be added to the technical score to arrive at a preliminary composite score. The proposals with the three highest preliminary composite scores will be deemed finalists. Any proposal scoring within 10 percent of the third highest preliminary composite scoring proposal will also be deemed a finalist.

9.5. Interviews

NYSLRS may, at its discretion, interview finalists at 110 State Street, Albany, NY or in New York City, or, at the discretion of the Evaluation Committee, by telephone or videoconference. The purpose of the interview is to allow evaluators to obtain clarification, if needed, and to substantiate the responses contained in the Technical proposal. No new material will be permitted to be introduced during the interview. The technical scores of interviewees may be rescored and adjusted up or down based on the interview.

Each interviewee will be notified of the date, place, and time of their interview to be held not earlier than the Interview date designated in Section 1.0. The Proposer's interviewees should not exceed six people.

9.6. Reference Checks

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

9.7. Final Composite Score

Following the interviews and reference checks (if conducted), and review of any requested clarifications to a Proposal, the Evaluation Committee may re-score each finalist. Any re-scoring will reflect the results of the interview process, based upon the likelihood of success of the Proposers in performing the services required.

A final score for each responsive proposal will be calculated by adding the final technical points, reflecting any adjustments that may result from interviews, and the cost points.

10.0 AWARD AND CONTRACT

Following the evaluation process, the Evaluation Committee may make a recommendation to NYSLRS' Executive Deputy Comptroller or their designee that a contract be awarded. If the Executive Deputy Comptroller or their designee accepts the recommendation of the Evaluation Committee, the Director of Finance will notify the Selected Proposer and Proposers not awarded. Award is conditioned upon a demonstration that the Selected Proposer's security practices align with NYSLRS' security standards and applicable law or regulation (see Section 4.0, Post-Award Security and Confidentiality Verification and the requirements of Table 5.3), successful completion of a responsibility review conducted by OSC Finance, and background investigation on the awarded Proposer, its principals, and key personnel to be assigned to provide Services to NYSLRS (See Section 6.7 Background Investigations), conducted by the Director of Compliance for NYSLRS. The Contract is not binding until fully executed by all parties.

ATTACHMENT A

PROPOSER'S CERTIFIED STATEMENTS

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

RFP0003 BANKING SERVICES FOR THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM	
1. Proposer Information:	
A. Proposer's name, address, telephone number.	
Name:	
Address:	
City, State, ZIP Code:	
Telephone Number (including area code):	
B. 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:	
2. Minimum Qualifications to Propose (Section 3.0):	
A. The Proposer is a state or federally chartered bank authorized to do business in New York State and has at least one branch or office with a physical location in New York State. The Selected Proposer will maintain such status and physical location throughout the term of the Contract.	☐ Yes ☐ No
B. The Proposer has a financial strength rating of at least "B" for the quarter ending as published in the most current report of the Kroll Bond Rating Agency. Proposers are not required to subscribe to the Kroll service and a Kroll rating is not contingent upon any such subscription. The Proposer is not required to respond to this Minimum Qualification; this rating will be independently verified by NYSLRS.	This rating will be independently verified by NYSLRS.
C. The Proposer that will provide EFT services (for purposes of this RFP, EFTs are defined to include (i) ACH transactions, including direct deposit, direct payment, and direct debit transactions, and (ii) wire transfers, both domestic and foreign) is a member of Nacha) and, upon request, will provide supporting documentation of membership. The Proposer will remain a member and agrees to conform to all Nacha Operating Rules ("Nacha Rules") throughout the term of the Contract	☐ Yes ☐ No
D. The Proposer is able to act as both an Originating Depository Financial Institution ("ODFI") and a Receiving Depository Financial Institution ("RDFI") – able to both initiate and receive ACH entries.	☐ Yes ☐ No
E. The Proposer has a minimum of three years' experience providing deposit, disbursement, and cash management services within the past five years. In each of the three qualifying years, the Proposer has: (i) at least one contract under which the Proposer processed controlled disbursements of at least six million outgoing	☐ Yes ☐ No

ACHs per year, and (ii) at least one contract under which the Proposer processed at least four hundred thousand paper checks per year. Requirements (i) and (ii) may be satisfied by the same contract or separate contracts. Proposer submitted at least one reference on Attachment F that substantiates that the Proposer meets this Minimum Qualification.	
F. At NYSLRS' directive, the Proposer has agreed to pledge securities or to obtain a surety bond by companies with the highest ratings issued by nationally recognized statistical rating organizations to secure the NYSLRS' interest in any depository account and any "pass-through" accounts to the extent requested and deemed appropriate by NYSLRS, which may be aligned with the collateral requirements as set forth in State Finance Law Sections 105/106. NYSLRS shall establish and periodically review and adjust, as necessary, the amounts held as collateral. Collateral will be held at the New York State fiscal agent unless otherwise agreed to by NYSLRS, in consultation with the Comptroller. NYSLRS reserves the right to periodically verify the amount of collateral held.	☐ Yes ☐ No
3. Proposer's Acknowledgement of Proposal Requirements:	
A. The proposal, including the Administrative, Technical, and Cost Proposals, constitutes a firm and irrevocable offer for a period of 180 days from the date of submission to NYSLRS.	☐ Yes ☐ No
B. By submission of a proposal, the Proposer agrees not to make any claims for and waives any right to any damages based on misrepresentations or misunderstanding of the RFP specifications or because of any lack of information.	☐ Yes ☐ No
C. The Proposer can and will provide the Services as described in its proposal if selected for award.	☐ Yes ☐ No
D. The Proposer certifies that staff provided to perform Services possess the necessary integrity and professional capacity to meet NYSLRS' reasonable expectations. NYSLRS has final approval of any Staff furnished to provide Services and may refuse to approve any Staff member(s) based on its review of the Staff member's responsibility to perform the required Services provided that such refusal is based on lawful reasons. NYSLRS reserves the right to bar anyone from access to NYSLRS' premises and/or access to NYSLRS' information resources. Subsequent to the commencement of Services, whenever the Selected Proposer becomes aware, or reasonably should have become aware, that any staff member(s) providing Services to NYSLRS no longer possesses the necessary integrity or professional capacity, the Proposer agrees to immediately discontinue the use of such staff and notify NYSLRS.	☐ Yes ☐ No
E. The Proposer certifies that all information provided in connection with its proposal is true and accurate.	☐ Yes ☐ No
F. The Proposer warrants that, if selected for award, it will not delegate or subcontract its responsibilities without the prior written approval of NYSLRS, which approval can be withheld by NYSLRS in its sole discretion.	☐ Yes ☐ No
G. The Proposer has read Appendix A (Standard Clauses for Contracts Entered into by the Comptroller of the State of New York as Trustee of the New York State Common Retirement Fund) and understands that Appendix A will be incorporated into the contract entered into between NYSLRS and the Selected Proposer.	☐ Yes ☐ No
H. The Proposer has reviewed the Draft Contract (Attachment G), and the Proposer is willing to enter into an agreement substantially in accord with the terms of the Draft Contract, should the Proposer be selected for contract award.	☐ Yes ☐ No
I. The Proposer certifies that it has conducted or will conduct a background investigation on any Covered Staff prior to the Covered Staff commencing Services.	☐ Yes ☐ No
*A "No" Response in Sections 2 and 3 may result in disqualification.	

4. For Article VII. Representations, Warranties, and Covenants:
The Proposer is an entity duly organized, validly existing, and in good standing under the laws of the state of:
State:
The Proposer has authority to conduct business in the State of New York.
☐ Yes ☐ No
5. 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.
Name:
Title:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
6. Taxpayer Identification Number:
The Taxpayer Identification Number of the Proposer is _____.
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 SUBMITTED

RFP0003			
BANKING SERVICES FOR THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM			
FOR THE ADMINISTRATIVE PROPOSAL			
TAB #	RFP §:	REQUIREMENT	INCLUDED
1.	§7.1.A	Appendix E – Contractor's Certifications/Acknowledgements, completed and signed	☐
2.	§7.1.B	Appendix F – CRF Vendor Responsibility and Conflict of Interest Disclosure Form, completed and signed	☐
3.	§7.1.C	Appendix G – Proposer's Disclosure of Prior Non-Responsibility Determinations, completed and signed	☐
4.	§7.1.D	Written statement regarding claimed Freedom of Information Law exceptions, if any (recommended)	
5.	§7.1.E	Proposed modifications to the Draft Contract, if any, in MS Word format with redlined (tracked) changes, and an explanation as to why the change is in the best interest of NYSLRS.	☐
6.	§7.1.F	Bank Service Schedules (as defined in RFP Section 2.6), if any, including for backup check printing services, in editable MS Word format, for NYSLRS' review and, subject to NYSLRS' modifications, mutual written agreement.	☐
FOR THE TECHNICAL PROPOSAL			
TAB #	RFP §:	REQUIREMENT	INCLUDED
1.	§7.2.A-B	Title Page & Table of Contents	☐
2.	§7.2.C	Attachment A – Proposer's Certified Statements, completed and signed	☐
3.	§7.2.D	Attachment D – Listing of Proposed Subcontractors	☐
4.	§7.2.E	Technical Response, completed Table 5.1	☐
		Technical Response, completed Table 5.2	☐
		Technical Response, completed Table 5.3	☐
5.	§7.2.F	Attachment F – References (minimum of THREE, no more than FIVE)	☐
FOR THE COST PROPOSAL			
TAB #	RFP §:	REQUIREMENT	INCLUDED
1.	§7.3	Attachment E1 – Cost Proposal – Banking Services Attachment E2 – Cost Proposal – Backup Check Printing Services	☐ ☐

FOR ALL PROPOSALS			
RFP §:		REQUIREMENT	INCLUDED
N/A	§8.1.A	Submit a single USB flash drive that has been scanned for malware and contains each of the complete Administrative, Technical, and Cost Proposals <u>as separate files</u> as stated in Section 8.1.A. (preferred)	☐
	OPTION 1	Optional: Submit one paper copy of each complete Administrative, Technical, and Cost Proposals (recommended)	☐
N/A	§8.1.B OPTION 2	TWO Copies of the Administrative Proposal	☐
		FIVE Copies of the Technical Proposal	☐
		TWO Copies of the Cost Proposal	☐
		Submit a single USB flash drive that has been scanned for malware and contains each of the complete Administrative, Technical, and Cost proposals as separate files as stated in Section 8.1.A. (requested)	☐

ATTACHMENT C

QUESTION SUBMISSION FORM

SUBMIT ALL WRITTEN QUESTIONS IN MS WORD USING THIS FORM. EXPAND FIELDS AS NECESSARY.

RFP0003		
BANKING SERVICES FOR THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM		
VENDOR NAME:		
Ques. #	RFP Section # / Heading	Question

ATTACHMENT D

LISTING OF PROPOSED SUBCONTRACTORS

Complete this form for all subcontractors to be used for Backup Check Printing Services, including all information requested below. Expand form as necessary.			
<i>NOTE: Proposers may use a subcontractor for Backup Check Printing Services, but may not use a subcontractor for any other services requested in the RFP.</i>			
Subcontractor Name	EIN	Brief Description of Services to be Performed	Processing Location/Address for Services Performed

ATTACHMENT E1
COST PROPOSAL – BANKING SERVICES

The Proposer must complete Attachment E1 in compliance with
Section 7.3 Cost Proposal Requirements.

RFP0003 COST PROPOSAL – BANKING SERVICES			
Service Line	Estimated Annual Volume ⁵	Unit of Measure	Unit Cost
Transaction Fees*			
Paid Checks (Disbursements)	400,000	per item	\$
Outgoing EFT** (Disbursements)	6,200,000	per item	\$
Remote Deposits (Receipts) (if services are implemented)	12,000	per item	\$
Physical Deposits (Receipts)	12,000	per item	\$
Incoming EFT** (Receipts)	53,000	per item	\$
*Refer to Section 7.3 (Cost Proposal) prior to completion of this document.			

**For purposes of this RFP, EFTs are defined to include (i) ACH transactions, including direct deposit, direct payment, and direct debit transactions, and (ii) wire transfers, both domestic and foreign.

⁵ Transaction volumes in this Cost Proposal are estimates and for evaluation purposes only, based on available information. NYSLRS does not make any representations regarding transaction volumes during the term of any awarded contract that may result from this RFP, and, moreover, expressly reserves the right to increase or decrease the transaction volume, without limitation and for any or no reason, for all categories of receipts or disbursements at any time during the term of any awarded contract. In addition, any award of a contract for banking services resulting from this RFP does not obligate NYSLRS to use any such selected Proposer as the exclusive provider for any or all of the banking services as set forth herein during the term of any executed agreement.

ATTACHMENT E2

COST PROPOSAL – BACKUP CHECK PRINTING SERVICES

The Proposer must complete Attachment E2 in strict compliance with Section 7.3 Cost Proposal Requirements.

RFP0003 COST PROPOSAL – BACKUP CHECK PRINTING SERVICES			
Service Line	Estimated Monthly Volume ⁶	Unit of Measure	Unit Cost
Transaction Fees			
Check Print (per item) Per-item fee for producing the check page which contains the mailing information at the top, remittance info in the middle third, and the check at the bottom of the page.	35,000	per item	\$
Testing: during implementation through to production, and at least once annually following “go-live” throughout the Agreement Term, with additional testing during the Agreement Term at NYSLRS’ request.	12,500	per item	\$
Implementation: one-time fee for each initiation of Backup Check Printing Services.	1	per item	\$
Overnight Handling: per-item fee to manually process an overnight check.	35,000	per item	\$
Check Print Overnight Delivery Services (U.S.) – to be charged at actual cost	35,000	per item	\$

⁶ Transaction volumes in this Cost Proposal are estimates and for evaluation purposes only, based on available information. NYSLRS does not make any representations regarding transaction volumes during the term of any awarded contract that may result from this RFP, and, moreover, expressly reserves the right to increase or decrease the transaction volume, without limitation and for any or no reason, for all categories of receipts or disbursements at any time during the term of any awarded contract. In addition, any award of a contract for backup check printing services resulting from this RFP does not obligate NYSLRS to use any such selected Proposer as the exclusive provider for any or all of such backup check printing services as set forth herein during the term of any executed agreement.

RFP0003			
COST PROPOSAL – BACKUP CHECK PRINTING SERVICES			
Postage: reimbursement for actual postage cost at then-current USPS rate upon check issuance.	35,000		
*Refer to Section 7.3 (Cost Proposal) prior to completion of this document.			

ATTACHMENT F

REFERENCES

Submit at least three, but no more than five references for the Proposer using Attachment F (References).

References must support that the Proposer meets Minimum Qualification 3.5, which states the following:

The Proposer must have a minimum of three years' experience providing deposit, disbursement, and cash management services within the past five years.

In each of the three qualifying years, the Proposer must have: (i) at least one contract under which the Proposer processed controlled disbursements of at least six million outgoing ACHs per year, and (ii) at least one contract under which the Proposer processed at least four hundred thousand paper checks per year.

Requirements (i) and (ii) may be satisfied by the same contract or separate contracts.

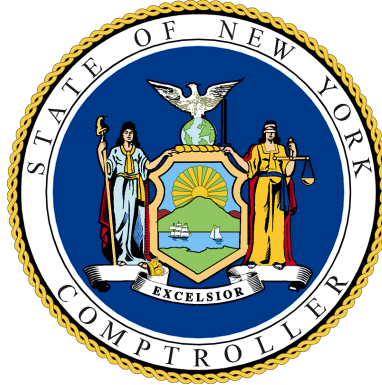
Failure to provide references that substantiate that the Proposer meets Minimum Qualification 3.5 will result in a proposal being found non-responsive and eliminated from consideration.

Expand fields and duplicate this page as necessary.

RFP0003 BANKING SERVICES FOR THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM	
PROPOSER:	
Provide the following information for each reference submitted. Fields will expand as you type.	
Reference #:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Referenced Service: (check all that apply)	☐ Processing controlled disbursements of at least six million outgoing ACHs per year ☐ Processing at least four hundred thousand paper checks per year ☐ Other
Brief description of the services provided:	
Reference #:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	

Email Address:	
Number of years Proposer provided services to this entity:	
Referenced Service: (check all that apply)	☐ Processing controlled disbursements of at least six million outgoing ACHs per year ☐ Processing at least four hundred thousand paper checks per year ☐ Other
Brief description of the services provided:	
Reference #:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Referenced Service: (check all that apply)	☐ Processing controlled disbursements of at least six million outgoing ACHs per year ☐ Processing at least four hundred thousand paper checks per year ☐ Other
Brief description of the services provided:	

**ATTACHMENT G
DRAFT CONTRACT**



AGREEMENT

BY AND BETWEEN

**THE COMPTROLLER OF THE STATE OF NEW YORK, AS
TRUSTEE OF THE FUND AND ADMINISTRATIVE HEAD OF
THE NEW YORK STATE AND LOCAL EMPLOYEES' RETIREMENT SYSTEM AND THE NEW YORK
STATE AND LOCAL POLICE AND FIRE RETIREMENT SYSTEM**

AND

[CONTRACTOR]

CONTRACT NUMBER: #ICM XXX

This Agreement ("Agreement") is by and between the Comptroller ("Comptroller") of the State of New York (the "State"), as Trustee of the Common Retirement Fund ("CRF" or the "Fund") and Administrative Head of the New York State and Local Employees' Retirement System and the New York State and Local Police and Fire Retirement System ("NYSLERS/NYPRS"), (collectively, the Comptroller, the Fund, and NYSLERS/NYPRS are "NYSLRS"), whose principal office is located at 110 State Street, Albany, New York 12244, and [Contractor], a [entity type], organized and existing under the laws of [STATE] (the "Bank" or the "Contractor") located at [ADDRESS]. NYSLRS and Contractor are each a "party" and collectively, "parties."

W I T N E S S E T H

WHEREAS, the Comptroller, as Administrative Head of NYSLRS, administers retirement benefits to tens of thousands of pensioners and beneficiaries on a monthly basis; and

WHEREAS, NYSLRS, in administering these benefits, is responsible for distributing benefit checks to such pensioners and beneficiaries throughout New York State, the U.S., and to several foreign countries; and

WHEREAS, NYSLRS requires an Electronic Funds Transfer ("EFT") program under which pensioners and beneficiaries of NYSLRS would be able to elect to receive benefits, deposit Federal Tax withheld from payments from NYSLRS to the U.S. Treasury Department and make NYSLRS payments to vendors via this EFT process; and

WHEREAS, to meet these responsibilities, NYSLRS issued a Request for Proposals dated [DATE] (hereinafter "RFP") and attached hereto as Exhibit A soliciting proposals from vendors operating in the State to provide Banking services for payment of checks to their pensioners and beneficiaries, for payment of related amounts to government and corporate entities in connection with System operations, and for EFT services with respect to serving as an Originating Depository Financial Institution ("ODFI") (the "Services"); and

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

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

WHEREAS, the Contractor is willing to provide all of the services outlined in the Request for Proposals 0003 ("RFP") and the Contractor's proposal (collectively, the "Services") upon the terms and subject to the conditions set forth herein; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

I. TERM

The term of this Agreement shall be for a period of up to 10 years from the date of contract execution. Subject to the provisions of the contract, the term is comprised of (i) a seven year period for the performance of the Services (the "Performance Period"), which incorporates a period of up to one year to complete an orderly transition of services to a successor bank (the "Transition Period"), and (ii) a subsequent period of up to three years, starting from either the expiration or, if earlier, the termination of the contract, during which the Contractor will complete (a) the processing, payment, and/or handling of checks issued or resolution of other transactions made relative to any NYSLRS accounts during the Performance Period and

in satisfaction of NYSLRS' continuing obligations, and/or (b) any legally mandated escheatment ("Closeout Period").

The duration of the Closeout Period will be subject to NYSLRS' discretion following consultation with the New York State Office of the State Comptroller ("OSC"). Compensation to the Contractor during the Closeout Period will be at the rates and on the same terms that are set forth in the contract.

NYSLRS shall have the option, in its discretion, to extend the term of this Agreement for up to two additional, two-year terms at the completion of the first seven-year Performance Period, which would, if so extended, correspondingly extend the applicable Performance Period, Closeout Period, and Transition Period, respectively.

II. ENTIRETY OF AGREEMENT; CONFLICT OF DOCUMENTS AND CLAUSES

This Agreement includes the following documents; only documents expressly mentioned below are deemed a part of this Agreement. Conflicts between these documents shall be resolved in the following order of precedence:

- A.** Appendix A – Standard Clauses for Contracts Entered into By the Comptroller of the State of New York as Trustee of the New York State Common Retirement Fund, dated February 15, 2022;
- B.** The Agreement – this document, including:
 - 1. Appendix B – OSC Policy Statement on Discrimination and Harassment, Including Sexual Harassment;
 - 2. Appendix C – OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures;
 - 3. Appendix D – Reserved;
 - 4. Appendix E – Contractor's Certifications/Acknowledgements;
 - 5. Appendix F – CRF Vendor Responsibility and Conflict of Interest Disclosure Form;
 - 6. Appendix G – Proposer's Disclosure of Prior Non-Responsibility Determinations Form;
 - 7. Exhibit A – the RFP0003 including the Official Responses to Questions, and any and all amendments and addenda to RFP0003;
 - 8. Exhibit B – the Proposal (Exhibits B1 – Technical Proposal, B2 – Cost Proposals for Banking Services (Attachment E1) and Backup Check Printing Services (Attachment E2), and B3 – Administrative Proposal), as modified by any clarifications thereto, and excluding Appendices E, F, and G as executed and submitted by Proposer, each of which take precedence in accordance with the priority order listed above, and Banking Services Schedules (as hereinafter defined in Section II(C), below), other standard depository or cash management Bank-related materials, and proposed Agreement modifications submitted by Contractor with its proposal; and

- C. Exhibit C – Banking Services Schedules [to be identified more fully in this paragraph] – and other standard Bank-related documents submitted by the Contractor with its Proposal and mutually agreed to by the parties to this Contract, and, to the extent hereafter agreed to in accordance with Article 18 amendments, restatements, supplements, or other modifications to such documents (collectively, “Banking Services Schedules” or “Schedules”).

[The Banking Services Schedules are [titles of specific schedules set forth below, rows added as needed]]:

Exhibit #	Title
Exhibit C.1	
Exhibit C.2	
Exhibit C.3	

The parties understand and agree that any and all proposed modifications or exceptions taken by the Contractor in its Proposal to NYSLRS’ RFP0003 are hereby withdrawn, provided, however, that where such modifications or exceptions have been explicitly incorporated into this Agreement, including the Banking Services Schedules, such shall apply to this Agreement and all subject to this Article II in the event of conflicts between or among the terms of any of the documents that make up this Agreement. The entirety of the redlined, draft contract submitted by Contractor with its Proposal is withdrawn.

If there is any conflict or inconsistency between the terms of this Agreement (which, for the purpose of this paragraph only shall include this document (Articles I through ###, Appendices B through and including XXX, and Exhibit A only hereto), and the Contractor’s service schedules, this Agreement shall control.

Under no circumstances will any provisions imposing liability upon NYSLRS or indemnification provisions imposing obligations upon NYSLRS in any document that comprises this Agreement, including any such provisions set forth in any banking services schedules, take precedence over Appendix A and the provisions of Article ## of this Agreement.

III. SERVICES

NYSLRS retains the Contractor, and the Contractor agrees to perform for the benefit of NYSLRS, the banking services and other services as outlined in RFP0003 and (Exhibit A), the Proposal (Exhibit B), and the Banking Services Schedules (Exhibits C.1 through C.3), all subject to Article II (Entirety of Agreement; Conflict of Documents and Clauses) above, and hereinafter referred to as “Services.”

IV. COMPENSATION

Compensation provided pursuant to this Agreement shall be payable in due course by NYSLRS upon the Contractor’s submission and NYSLRS’ audit of vouchers, invoices, or other detailed statements of Services that shall be submitted to the Director of Accounting (see Section IV.B). The Contractor shall be compensated at the rates provided in the Cost Proposal (Exhibit B2).

No fees or other charges that are not expressly set forth in Exhibit B2 may be assessed against any Account or charged to NYSLRS. Any other fees or charges, including but not limited to Federal Deposit Insurance Corporation (“FDIC”) insurance fees, in relation to any account, shall be borne by the Contractor.

The Bank will be compensated for the satisfactory performance of Services accepted by NYSLRS in accordance with Exhibit B2. Total compensation for the Services provided will not exceed \$XXXXXXXXX.

The fees shall not be increased during the first three (3) years of the Agreement term. Thereafter, the fees may be increased for each subsequent annual period of said term upon the anniversary of the Agreement with no less than sixty (60) days' written notice to NYSLRS. Such increase shall be limited to the lesser of the Consumer Price Index for All Urban Consumers ("CPI-U"), U.S. City Average, All Items, as reported by the U.S. Department of Labor, Bureau of Labor Statistics for the preceding 12-month period or 5% over the prior year's fees, whichever is lower. Any increase granted shall be effective on the Agreement anniversary date and calculated using the index number published four months preceding the anniversary date of the Agreement. If at any time the above index is discontinued or becomes unavailable, NYSLRS reserves the right to implement a comparable index.

Any extension of the term beyond the first seven years as permitted in Section I (Term) would be subject to the annual fee cap set forth in this Section IV, of the lesser of the CPI-U or 5% increase over the prior year's fees, annually, upon Contractor's written notice of the request for such an increase to NYSLRS.

All requested increases shall be subject to negotiation between NYSLRS and the Contractor.

A. Method of Compensation

NYSLRS after consultation with and with the approval of New York State Office of the State Comptroller ("OSC"), reserves the right to determine the method to be used to compensate the Contractor for Services. This determination will be made on an account-by-account basis at the discretion of NYSLRS following consultation with OSC.

The method may include Direct Fee, Compensating Balances, or a combination of both. The method of compensation shall be that which is expected to provide the lowest cost of Services to NYSLRS, as determined by the Office of the State Comptroller ("OSC"). NYSLRS, in consultation with OSC, will not change the method of compensation at a frequency greater than once annually, except in extraordinary circumstances, as determined by NYSLRS and OSC. NYSLRS shall provide the Proposer with advance notice of such a change. If an alternate payment method is deemed necessary by NYSLRS, payment procedures shall be established by authorized representatives of Contractor and NYSLRS in accordance with the Cost Proposal, depending on the method of compensation.

Depending on the method of compensation chosen by NYSLRS in consultation with OSC, the following procedures will be used to determine the payment for Services:

1. Payment by Direct Fee

If NYSLRS elects to pay by Direct Fee, it may choose to offset the fee payment with Earnings Credits (as hereinafter defined) or request Earnings Credits reimbursement from the Proposer. If, for any month, the Earnings Credits exceed the monthly bank charges, the Proposer shall carry forward the excess to the following month and, where applicable, the following month in any new year and, at the election of NYSLRS in consultation with OSC, such excess may be applied against the cost of Services for any other Compensating Balance relationship the Proposer has with NYSLRS or the State. If Earnings Credits remain as of the end date (whether by termination or expiration) of the contract, such Earnings Credits may be applied, at NYSLRS' election following consultation with OSC, and without limitation, to any other banking services (including services covered under a separate agreement) provided by the Contractor

to NYSLRS or the State. Earnings Credits are to be calculated using the following formula:

Earnings Credits = (average available account balance) x (ECR) x Time

Where:

ECR = Earnings Credit Rate, the determination of which is described below

Time = number days in period / 365

The Earnings Credit Rate (“ECR”) is the monthly average investment rate on the thirteen-week Treasury Bill, as determined at the weekly auction and published on the US Treasury website, or the Contractor’s standard rate, whichever is greater. The ECR shall be determined by OSC and confirmed with Contractor monthly. NYSLRS will not use any other method of calculation for the ECR.

Payment for Services by Direct Fee must be billed by the Proposer to NYSLRS and will be paid in accordance with the voucher and audit procedures set forth in this Agreement. When payment is by Direct Fee, the Proposer must provide a monthly bank account analysis electronically (currently an 822 file) to NYSLRS along with the invoice to NYSLRS, as applicable. This analysis must include the monthly volume and total costs associated with the account(s).

2. Payment by Compensating Balances

If NYSLRS elects to pay by Compensating Balances, an account specific to this use may need to be established. The value of the Compensating Balances shall be calculated using the same formula as shown above under “Payment by Direct Fees” provided, however, that the ECR shall be determined based on an OSC computation which factors a three-year average spread between OSC’s Short Term Investment Pool rate and the monthly average investment rate on the three-month Treasury Bill as determined at the weekly auction and published on the US Treasury website, or the Contractor’s standard rate, whichever is greater. The ECR shall be determined by OSC and confirmed with Contractor monthly. If payment is made via Compensating Balance, Contractor must provide a monthly bank account analysis electronically (currently an 822 file) to NYSLRS. This analysis must include the monthly volume and total costs associated with the Account(s). All excess Earnings Credits on a monthly basis must be carried forward to offset future payments throughout the term of the contract. If Earnings Credits remain as of the end date (whether by termination or expiration) of the contract, such Earnings Credits may be applied, at NYSLRS’ election following consultation with OSC and without limitation, to any other banking services (including services covered under a separate agreement) provided by the Contractor to NYSLRS or the State.

B. Invoices

1. Payment of invoices shall include the following information, at a minimum:
 - a. The number assigned to this Agreement by NYSLRS (i.e., ERS#XXXX), and the Contractor’s taxpayer identification number;

- b. The total amount billed for Services for the invoice period;
 - c. The beginning and ending dates of the billing period included in the invoice; and
 - d. Any additional information necessary in order for NYSLRS to properly process the invoice. NYSLRS shall provide advance notice to the Contractor of any additional information required to be included in the invoice.
- 2. All vouchers, invoices, or statements shall be subject to NYSLRS' acceptance of the Services for which billing is being made, and shall be submitted via the Contractor's online Portal.
- C. **Records.** Contractor must maintain adequate records to substantiate all claims for payment and must make those records available in Albany, NY and/or New York City, NY for examination and copying upon request.
- D. **Audit.** All payments hereunder shall be subject to audit by the Comptroller.
- E. **Withholding.** NYSLRS reserves the right to withhold payment for the Contractor's failure to perform Services. The Contractor shall not be entitled to final payment of its fees under this Agreement until it has satisfied all its obligations hereunder.

V. **CONFLICTS OF INTEREST AND COMPLIANCE**

- A. **Conflicts of Interest.** Contractor covenants and represents that the Contractor and its Staff currently have no conflict of interest, and shall make reasonable efforts to ensure that there shall be no conflict, with respect to the Services and Contractor's obligations and duties: (i) under any other agreement to which it is a party or by which it is otherwise bound, or (ii) with respect to any other engagement of the Contractor or activity in which Contractor is involved.

During the Term of this Agreement, Contractor shall immediately notify NYSLRS, in writing, whenever it becomes aware of any situation that involves or appears to involve such a conflict of interest, or potential conflict that arises during the term of this Agreement and will immediately recuse itself from its duties hereunder that give rise to such conflict of interest unless NYSLRS specifically waives such conflict in writing. NYSLRS may, in its sole discretion, dismiss the Contractor from any or all of its duties hereunder upon the occurrence of an actual or perceived conflict of interest and may also terminate the Agreement.

- B. **Compliance Questionnaire.** The Contractor agrees to complete an annual compliance questionnaire, which may change from year to year, and must be submitted electronically after receiving notification and instructions from the Director of Compliance. If the Contractor fails to complete the compliance questionnaire in a timely manner, NYSLRS shall have the option, in its sole discretion and without liability to the Contractor, or any third-party, to terminate this Agreement. Such termination shall be deemed, for purposes of this Agreement, a termination for cause.

VI. ETHICS OBLIGATIONS

The Contractor certifies that:

- A. Public Officers Law Sections 73 and 74.** The Contractor, and those assigned by the Contractor to perform Services under this Agreement have read and understand the provisions of Public Officers Law §73 and §74 including without limitation:
1. the provisions of §73 (subd 5) which provides that (i) no Statewide elected official, State officer or employee, individual whose name has been submitted by the Governor to the Senate for confirmation to become a State officer or employee, member of the Legislature, or legislative employee (for the purposes of this Section VI (Ethics Obligation), each an “**Individual**”) shall, directly or indirectly solicit, accept or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance, or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence the Individual, or could reasonably be expected to influence the Individual, in the performance of the Individual’s official duties or was intended as a reward for any official action on the Individual’s part, and (ii) no person shall, directly or indirectly, offer or make any such gift to a Statewide elected official, or any State officer or employee, member of the Legislature, or legislative employee under such circumstances (clauses (i) and (ii) collectively, the “**Gift Restrictions**”).
 2. the provisions of §73 (subd 8), which sets out (i) a two-year bar on a State employee from appearing before the State employee’s former agency after leaving State service, and (ii) a life-time bar on a State employee from rendering services on any matters with respect to which the State employee was directly concerned during State service and in which the State employee personally participated, or which was under the State employee’s active consideration during State service.
- B. Gift Restriction Certification.** The Contractor and its Staff shall not: (i) offer or provide any gift or hospitality to a State employee in violation of said Gift Restrictions, (ii) assign any former State employee to appear before the New York State Office of the State Comptroller, NYSLRS, or the CRF to perform Services in violation of the two-year bar, or (iii) assign any former State employee to the render Services in violation of the lifetime bar. This certification is material to the Agreement and NYSLRS intends to rely on it.
- C. Reporting Requirement.** The Contractor must promptly report to NYSLRS any non-compliance with the above requirements to:

Office of the State Comptroller
110 State Street – 14th Floor
Albany, New York 12236
Attn: Special Counsel for Ethics

and

Office of the State Comptroller
110 State Street – 14th Floor
Albany, New York 12236
Attn: Director of Compliance

- D. No Compensation.** The Contractor represents and warrants that neither the Contractor nor its Staff has received or paid, or entered into an agreement to receive or pay, any compensation, fees, or any other benefit from or to any third-party, including any subcontractor, in connection with the indirect or direct procurement of this Agreement.
- E. Internal Controls.** The Contractor shall maintain risk management and oversight policies and procedures designed to ensure compliance with applicable laws and regulations.
- F. Additional Reporting Requirements.** The Contractor shall promptly report in writing to NYSLRS whenever the Contractor becomes aware of (i) the occurrence of any activity which constitutes a breach of this Agreement, or (ii) a violation by the Contractor of any applicable law or regulation in connection with this Agreement. Such report shall specify the event(s), the measures taken to resolve or rectify the effect of such event, and the timeframe for undertaking such resolution.

VII. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE CONTRACTOR

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

- A.** 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.** The Contractor and its Staff have completed, obtained all registrations, licenses, filing, insurance, and governmental approvals, if any, necessary to performance of their obligations under this Agreement. The Contractor and each of its Staff, to the extent required in order to perform the Services, (i) shall continue to do so for the duration of this Agreement, and (ii) shall comply with any requirements imposed upon the Contractor by law in connection with the Services during the term of this Agreement.
- C.** The Contractor and its Staff are responsible for discharging the Contractor's duties and obligations hereunder and will be persons qualified and experienced in the performance of such functions.
- D.** Contractor agrees that it shall be fully responsible to NYSLRS and the State for the acts and omissions of its partners, affiliates, and staff, whether directly or indirectly engaged by them in connection with the performance of this Agreement, and their adherence to all Agreement terms and conditions.
- E.** Contractor shall not delegate any authority to any other persons or entities, with respect to the performance of Services, except as expressly stated otherwise in this Agreement.
- F.** The Contractor, its owners, officers, directors, and Staff are not in violation of any federal or state laws or regulations and no charge, claim, investigation, suit, or proceeding before or by any court or regulatory agency is pending against any such person or, to the best knowledge of the Contractor, threatened, that could have a material adverse effect upon the performance of the Services.
- G.** The Contractor has full power and authority to enter into this Agreement and to perform its 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.

- H. The Contractor shall notify NYSLRS and OSC's Privacy Officer in the most expedient time possible and without unreasonable delay after it has determined that an instance of fraud or suspected criminal activity has occurred in connection with the Services. Such notices shall be provided to PrivacyOfficer@osc.ny.gov or (518) 473-1968 and iso@osc.ny.gov or (518) 473-1374.
- I. The Contractor shall promptly notify NYSLRS of (i) the commencement of any governmental investigation, enforcement action (or settlement action in lieu thereof), prosecution, proceeding, or governmental (criminal or civil) litigation against the Contractor or any key Staff (excluding, in the case of key Staff, any family court matters or non-felony traffic offenses), (ii) the commencement of any civil action reasonably likely to have a material adverse effect on the Contractor or the Services, (iii) the occurrence of any activity which constitutes a material breach of this Agreement, (iv) a violation by the Contractor of any applicable law or regulation in connection with this Agreement, or (v) if during the term of this Agreement Contractor has reason to believe that any representation or warranty made is or soon will be not true and correct. Such notice shall specify the event(s), the measures taken to resolve or rectify the effect of such event, and the expected timeframe for undertaking such resolution.
- J. All of the information, representations and warranties contained in Contractor's Proposal were true at the time of submission and continue to be true as of the date hereof. Further, Contractor represents and warrants that no representation or warranty contained herein, nor any written statements, certificates or documents delivered or to be delivered to NYSLRS or NYSLRS' designated representatives by or on behalf of the Contractor, contain or will contain any misstatements of material fact, or omit or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.
- K. The Contractor and its Staff shall comply with the standards in effect under federal and state law as they may be amended from time to time, or any successor provisions that apply to persons and entities serving in a similar capacity with respect to the Comptroller or the Fund, to the extent any such standard is applicable to the Contractor in the discharge of its duties under this Agreement.
- L. The Contractor represents and warrants that neither the Contractor nor its Staff has received or paid, or entered into an agreement to receive or pay, any compensation, fees, or any other benefit from or to any third party, to influence the outcome of this procurement.
- M. The Consultant must maintain policies and procedures designed to ensure compliance with:
1. the confidentiality provisions set forth in Section XIII of this Agreement; and
 2. applicable laws and regulations.

VIII. RELATIONSHIP BETWEEN THE PARTIES

The relationship of the Contractor to the Comptroller and NYSLRS under this Agreement is that of an independent contractor. In accordance with such status, the Contractor covenants and agrees that it shall ensure that its Staff (defined above) providing Services hereunder shall: (i) act in a manner consistent therewith, (ii) neither hold themselves out as, nor claim to be, officers or employees of NYSLRS, the CRF, OSC or the State, and (iii) not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the State including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership credit.

IX. SUBCONTRACTING

- A. Use of Subcontractors.** In the event that Contractor intends to use subcontractors or other entities to perform any of the Services ("subcontractors," and incorporated into the definition hereunder of "Staff"), the Contractor shall disclose any such subcontractors to NYSLRS prior to the performance of any Services. NYSLRS shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractors of the Contractor prior to their performance of Services. Such approval shall be in NYSLRS' sole discretion. Subcontractors on Attachment D submitted with Contractor's proposal [are approved by NYSLRS], and such list may be amended from time-to-time subject NYSLRS prior approval.

Failure to disclose the identity of any and all subcontractors used by the Contractor together with a detailed description of their responsibilities may, at the sole discretion of NYSLRS, result in a disqualification of the subcontractor or termination of this Agreement. The Contractor shall require all proposed subcontractors to complete such Schedules, Appendices, or other documents 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. Failure to disclose the identity of any and all subcontractors used by the Contractor together with a detailed description of their responsibilities may, at the sole discretion of NYSLRS, result in a disqualification of the subcontractor or termination of this Agreement.

Contractor shall be fully responsible to NYSLRS for the acts and omissions of Contractor and any Staff, whether directly or indirectly engaged in connection with the performance of this Agreement and their adherence to all contract terms and conditions.

Contractor shall inform each subcontractor of all provisions and requirements of the Agreement, including those relating to the Standards of Conduct, conflicts of interest, ethics, and confidentiality, as such applicable obligations must contractually flow down to the subcontractor.

- B. Subcontractor Agreements.** The Contractor shall include in all subcontractor agreements binding provisions that are at least as restrictive as those found in this Agreement, including, but not limited to:
1. That nothing contained in such subcontract will impair the rights of the Comptroller or NYSLRS;
 2. That nothing contained in such subcontract will create any contractual relation between any subcontractor and Comptroller or NYSLRS; and
 3. That the subcontractor shall maintain all records with respect to Services performed in the same manner as required of the Contractor.
- C. No Liability or Duty.** The Contractor agrees that nothing set forth in this Agreement shall impose any liability or duty upon NYSLRS, the Comptroller, the CRF, or the State to persons, firms or corporations, employees, or others engaged by the Contractor in any capacity or shall make the Comptroller, NYSLRS, the CRF, or the State liable to any person, entity or government for the acts, omissions, liabilities, obligations and/or taxes of whatever nature, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership credit, disability benefits and social security taxes. The Contractor and any of its subcontractors will maintain workers' compensation coverage and disability benefits in

amounts equal to all statutory requirements during the term of this Agreement for the benefit of its employees.

X. STAFF

- A. Staff Definition.** For the purposes of this Agreement, Contractor's "Staff" includes Contractor's employees and its subcontractor's employees providing Services, and owners, officers, directors, employees, subsidiaries, affiliates, partners, and agents of the Contractor; and Contractor's subcontractors (including third-party service providers) and their employees providing Services hereunder, or who have access to NYSLRS', CRF's, OSC's, and/or the State's confidential information.
- B. Assignment of Key Personnel.** The Contractor shall assign appropriate Staff to perform the Services, including a Relationship Manager and other key personnel. NYSLRS has final approval of key personnel furnished by Contractor to provide the Services, subject to the satisfactory completion of a background investigation as a condition precedent and as set forth herein and the RFP. NYSLRS may refuse to approve any such key personnel for any lawful reason, including based on its review of the key personnel's performance of the Services, or determination that any key personnel is not performing in accordance with this Agreement. NYSLRS reserves the right to deny key personnel access to NYSLRS data or facilities for any reasonable cause.
- C. Staff Integrity and Professional Capacity.** The Contractor certifies that Staff assigned to perform Services possess the necessary integrity and professional capacity to meet NYSLRS' reasonable expectations. Subsequent to the commencement of Services, or whenever the Contractor becomes aware, or reasonably should have become aware, that any Staff providing Services to NYSLRS no longer possesses the necessary integrity or professional capacity, the Contractor shall immediately discontinue the use of such Staff and notify NYSLRS.
- D. Substitutions.** Substitutions of key personnel (e.g., a Relationship Manager) shall not be made without NYSLRS' prior written approval by an Approved Person. The Contractor shall provide notice to NYSLRS as soon as practicable, but no less than 14 days' before replacing such key personnel, and shall, within seven (7) days of such notice, provide resumes of potential replacement personnel. Such replacements' skill level and experience must be consistent with or exceed the qualifications of personnel being replaced. The Contractor will ensure that there is no gap in the Services and that any replacement personnel receives appropriate transition information. All replacement key personnel remain subject to the background check requirements set forth herein.
- E. FIRCA.** The Federal Immigration Reform and Control Act, as amended (8 USC §1324a et al.), obligates employers, such as the Contractor and any subcontractors, to verify that their United States-based employees are legally entitled to work in the United States. To confirm that such employees are legally entitled to work in the United States, NYSLRS reserves the right to request documentation attesting to such for any employees assigned to provide Services in the United States. The Contractor warrants to NYSLRS that the employees assigned to provide Services in the United States are eligible for employment in the United States. The Contractor is responsible for ensuring that such employees retain the authorization to legally work in the United States throughout the period for which they provide Services in the United States. NYSLRS does not discriminate against individuals on the basis of national origin or citizenship. NYSLRS does not provide sponsorship.

XI. INDEPENDENT SERVICE AUDITORS' REPORTS

The Contractor shall provide to NYSLRS the Contractor's independent service auditors' report(s) (e.g., SOC reports, SSAE reports, or superseded statements, as applicable) on its financial and operational controls relevant to the Services. The Contractor shall deliver such reports to NYSLRS promptly after their issuance which shall include an opinion on (i) whether the Contractor's description of its controls presents fairly, in all material respects, certain aspects of the Contractor's controls, (ii) whether the controls were suitably designed to achieve specified control objectives, and (iii) whether the controls that were tested were operating with sufficient effectiveness to provide reasonable, but not absolute, assurance that the control objectives were achieved. NYSLRS shall have the right to review any corrective measures undertaken pursuant to the reports. NYSLRS will have cause to terminate this Agreement, without any advance notice to the Contractor, if an examination or audit by the independent auditor reveals a material failure to perform or inadequate performance of the controls referred to in the reports, or if the Contractor has refused to provide the reports as required pursuant to this paragraph.】

XII. INSURANCE

A. Contractor Insurance Requirements. Throughout the term of this Agreement, the Contractor shall maintain insurance coverage consistent with industry best practices for the nature and scope of Services to be provided, including the following insurance:

- Errors & Omissions;
- Commercial General Liability;
- Fidelity/Blanket Bond Coverage plus Computer Crime (covering Employee Dishonesty);
- Data Breach and Privacy/Cyber Liability, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems, which coverage must be without geographic or territorial limitation;
- Umbrella; and
- Any other insurance required by law.

The Contractor must provide NYSLRS with certificates of insurance showing its respective coverages and applicable limits (including applicable deductibles and self-insured retention amounts) prior to commencement of Services. If Contractor is self-insured for any portion of its insurance program, a letter indicating the coverage and limits of such self-insurance, signed by Contractor's authorized representative with direct knowledge of and responsibility for Contractor's insurance/risk management program, must be submitted.

The Contractor shall be insured by the FDIC for the term of this Agreement including any renewal, extension, and transition period(s).

B. Additional Insureds/Loss Payee. The Comptroller, NYSLRS and CRF must be additional insureds as to Commercial General Liability, Privacy/Cyber Liability, and Umbrella insurance and loss payee with respect to the Blanket Bond Coverage. By requiring insurance, NYSLRS does not represent that Contractor's coverage and limits will be adequate to respond to any loss or claim arising from or relating to the Services or to satisfy Contractor's liability in relation thereto.

Contractor's availability of insurance coverage limits (whether through a third-party insurer or self-insured) or lack thereof will not be deemed a limitation on the Contractor's liability to the Comptroller, NYSLRS and the Fund under this Agreement.]

XIII. CONFIDENTIALITY AND SECURITY

A. NYSLRS Confidential Information. The Contractor and its Staff shall treat as confidential all information concerning NYSLRS, CRF, the Comptroller, the and/or the State, including relating to the Fund's investments as may be disclosed to the Contractor in the course of providing Services, either verbally, electronically, visually, or in written or other tangible form which is either identified or should be reasonably understood to be confidential ("NYSLRS confidential information"). NYSLRS confidential information includes, but is not limited to,

1. trade secrets, computer programs, software (including third party software), documentation, formulas, data; inventions, techniques, marketing plans, strategies, proposed transactions, instructions, forecasts, customer lists, financial information, non-public information concerning operations. "NYSLRS Data" means any electronic data or other information pertaining to or related to NYSLRS, CRF, the Comptroller, and/or the State that is maintained, processed or transmitted by the Contractor, and includes NYSLRS confidential information as defined in this Section XIII.A;
2. past, current, or future products or methods, research, development, purchasing, accounting, marketing, selling, leasing, bank account information (including transaction information);
3. Employee, pensioner, or payee information, including account information, contact information (e.g., home addresses, home telephone numbers, dates of birth, social security numbers, payroll information, health status), "personal information" as defined in New York General Business Law ("**GBL**") §899-aa(1)(a) and State Technology Law ("**STT**") §202(5) and any successor provisions thereof, or "sensitive customer information" as set forth in Financial Institution Letter FIL-27-2005, Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice (April 1, 2005), or "nonpublic personal information" as defined in 15 USC § 6809(4) and any successor provisions thereof;
4. "private information" as defined in GBL §§899-aa(1)(b) and 899-bb(1)(b) and STT §208(1)(a) or any successor provisions thereof (collectively, GBL §§899-aa and 899-bb and STT §201 et seq (Internet security and Privacy Act) and any successor provisions are "**NYS Privacy-Related Statutes**");
5. computer codes or other electronic or non-electronic information, the disclosure of which could jeopardize NYSLRS', the CRF's, or the State's computer systems, financial information, and/or documentation.

B. Use and Retention of Confidential Information. The Contractor shall not reveal or use NYSLRS Data without the prior written consent of NYSLRS and agrees that:

1. The Contractor shall use NYSLRS Data solely for the purpose of carrying out its obligations to, or on behalf of, NYSLRS as set forth in this Agreement, and for no other purpose.
2. Promptly after the termination or conclusion of the Agreement, the Contractor must sanitize NYSLRS Data so as to protect NYSLRS confidential information, except where Contractor is required to retain NYSLRS confidential information pursuant to applicable law. After the

destruction of NYSLRS' confidential information, an officer or principal of the Contractor must 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 (https://its.ny.gov/system/files/documents/2022/10/nys-s13-003_sanitization_secure_disposal_standard.pdf).

If the Contractor is subject to legal or regulatory requirements or professional standards that require it to retain any NYSLRS Data, the Contractor must notify NYSLRS and continue to ensure the confidentiality of NYSLRS Data in accordance with the requirements set forth in Exhibit A and this Agreement.

- C. Disclosure of NYSLRS Data.** In the event of a receipt by Contractor of a valid order or mandatory request for NYSLRS Data from a judicial, administrative, or governmental agency having jurisdiction over it, the Contractor must, unless prohibited by applicable law, promptly notify NYSLRS thereof. The Contractor must, to the extent practicable, meet with NYSLRS 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 NYSLRS in responding to any subpoenas, or similar directives, including but not limited to the preparation and request of protective orders.
 - D. Unauthorized Use or Disclosure.** Contractor acknowledges that any unauthorized use or disclosure of NYSLRS Data may cause irreparable damage to NYSLRS. If an unauthorized use or disclosure occurs, the Contractor must, at its expense, take such steps that are necessary to recover NYSLRS Data 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, NYSLRS may take them at the expense of the Contractor.
 - E. Subcontractor Agreement.** The Contractor must ensure that any subcontractors, affiliates, and their agents, representatives, and employees understand and agree to be bound to the confidentiality and security restrictions and obligations set forth in the RFP and herein.
 - F. 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 RFP0003, and (iv) any applicable OSC facility security policies and procedures provided to Contractor.
- [The Contractor shall comply with the standards set forth in the DFS Regulations (including 23 NYCRR Part 500) applicable to the Contractor.]
- G. Data Security.** The Contractor represents and warrants that it has developed, implemented, and shall maintain throughout the Term comprehensive data security, disaster recovery, and business continuity programs (together, the "Security Programs") reasonably designed to protect information and conduct its business in accordance with current industry standards and applicable law. The Contractor further represents and warrants that it will monitor its Security Programs and audit such Security Programs at least annually. The Contractor agrees to adjust its Security Programs as necessary in accordance with the results of such audits and to make its audit reports available to NYSLRS upon request.

H. Security Incident Notifications

1. To the extent not prohibited by applicable law, the Contractor shall notify NYSLRS promptly in writing upon the occurrence of any Security Incident in the most expedient time possible and without unreasonable delay, but in any event no later than within **[24 hours]** of such occurrence.

Any notice to NYSLRS under this Section H. Security Incident Notification will be made by:

- a. Contacting OSC's Information Security Office by telephone at 518-474-9487 and by email to: iso@osc.ny.gov; and
 - b. Contacting NYSLRS Executive Deputy Comptroller, Colleen Gardner, by telephone at 518-474-2600 and by email at cgardner@osc.ny.gov (or such other contact which NYSLRS may provide in writing). Such notice shall include a description of:
 - i. the scope of the Security Incident; identification of the vulnerability in the affected system and the amount of time that such vulnerability existed; identification of potentially compromised NYSLRS Data; the last time that the attacker (if applicable) had access to the affected systems or NYSLRS Data; the identity of any third parties or otherwise unauthorized entity that may have accessed or obtained NYSLRS Data as a result of the Security Incident; and identification of any misuse of any NYSLRS Data involved in the Security Incident; and
 - ii. the efforts taken 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 provide prompt updates to NYSLRS of additional information discovered in the course of its investigation.
2. It is expressly agreed that the Contractor shall be obligated to receive authorization from NYSLRS prior to making notifications hereunder to the New York State Attorney General's Office or any regulating or reporting agencies of a Security Incident, or making any determination to delay notifications due to law enforcement investigations, except as required to comply with the Contractor's legal obligations. The Contractor agrees that NYSLRS will have final approval over the form, content, mode of transmission, and timing of any notice to be provided concerning a Security Incident. 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.
 3. Nothing contained herein reduces or alters the Contractor's obligations under applicable law. **"Security Incident"** means any exploited vulnerability or unauthorized or unlawful access to NYSLRS Data, including any destruction, damage, loss, unauthorized use, unauthorized or unlawful disclosure of NYSLRS information, any breach or compromise of the Contractor's computer data, applications, networks or devices (including the applications, networks or devices of Contractor's contractors or service providers that access, store, process, or otherwise interact with NYSLRS Data), including, in the absence of direct evidence of a Security Incident, any occurrence where it can be reasonably assumed under the circumstances that NYSLRS Data was exposed, accessed or disclosed without NYSLRS' prior written authorization.
 4. **Connection Restrictions.** The Contractor must not connect any non-State computer, electronic storage device, or telecommunications equipment to the OSC network; e.g., personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets are included in this prohibition.

5. **Remedies.** The Contractor acknowledges and agrees that NYSLRS would not have an adequate remedy at law and would be irreparably harmed in the event that the provisions of this Section XIII Confidentiality and Security were not performed by the Contractor in accordance with the specific terms or were otherwise breached. Accordingly, NYSLRS shall be entitled to injunctive relief to prevent a breach of this Agreement and to specifically enforce the terms and provisions hereof, in addition to any other remedy that NYSLRS may be entitled at law or in equity. It is further understood and agreed that no failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise of any right, power, or privilege. If any action is initiated by NYSLRS to enforce this Section XIII Confidentiality and Security, NYSLRS shall be entitled to reimbursement of all fees, costs and expenses, including reasonable attorney's fees, incurred by it in connection therewith.

I. Disclosure of NYSLRS Data

1. **Mandatory.** In the event of a receipt by Contractor of a valid order or mandatory request for disclosure of NYSLRS Data from a judicial, administrative, or governmental agency having jurisdiction over it, the Contractor must, unless prohibited by applicable law, promptly notify NYSLRS thereof. The Contractor must, to the extent practicable, meet with NYSLRS 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 NYSLRS in responding to any such order or request.
2. **Unauthorized. "Security Incident"** means any exploited vulnerability or unauthorized or unlawful access to NYSLRS Data, including any destruction, damage, loss, unauthorized use, unauthorized or unlawful disclosure of NYSLRS Data, any breach or compromise of the Contractor's computer data, applications, networks or devices (including the applications, networks, or devices of Contractor's contractors or service providers that access, store, process, or otherwise interact with NYSLRS Data), including, in the absence of direct evidence of a Security Incident, any occurrence where it can be reasonably assumed under the circumstances that NYSLRS Data was exposed, accessed or disclosed without NYSLRS' prior written authorization.
3. **Notice Requirements.** Contractor acknowledges that any unauthorized use or disclosure of NYSLRS Data may cause irreparable damage to NYSLRS. If a Security Incident occurs, the Contractor shall notify NYSLRS promptly in writing in the most expedient time possible and without unreasonable delay, but in any event no later than within [48 hours] of such occurrence.

Any notice to NYSLRS under this Section F. Security Incident Notification will be made by:

- a. Contacting OSC's Information Security Office by telephone at 518-474-9487 and by email to: iso@osc.ny.gov; and
- b. Contacting NYSLRS' Director of Accounting, Jeffrey Mabb, by telephone at (838) 910-4522 and by email at jmabb@osc.ny.gov (or such other contact which NYSLRS may provide in writing).

Such notice shall include a description of:

- iii. the scope of the Security Incident; identification of the vulnerability in the affected system and the amount of time that such vulnerability existed;

identification of potentially compromised NYSLRS Data; the last time that the attacker (if applicable) had access to the affected systems or NYSLRS Data; the identity of any third parties or otherwise unauthorized entity that may have accessed or obtained NYSLRS Data as a result of the Security Incident; and identification of any misuse of any NYSLRS Data involved in the Security Incident; and

- iv. the efforts taken 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 provide prompt updates to NYSLRS with additional information discovered in the course of its investigation.
4. It is expressly agreed that the Contractor shall receive authorization from NYSLRS prior to making notifications of a Security Incident hereunder to the New York State Attorney General's Office or any regulating or reporting agencies, or making any determination to delay notifications due to law enforcement investigations, except as required to comply with the Contractor's legal obligations. The Contractor agrees that NYSLRS will have final approval over the form, content, mode of transmission, and timing of any notice to be provided concerning a Security Incident. 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.

- J. Connection Restrictions.** The Contractor is prohibited from connecting any non-State computer, electronic storage device, or telecommunications equipment to the OSC network; e.g., personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets are included in this prohibition.
- K. Remedies.** The Contractor acknowledges and agrees that NYSLRS would not have an adequate remedy at law and would be irreparably harmed in the event that the provisions of this Section XIII Confidentiality and Security were not performed by the Contractor in accordance with the specific terms or were otherwise breached. Accordingly, NYSLRS shall be entitled to injunctive relief to prevent a breach of this Agreement and to specifically enforce the terms and provisions hereof, in addition to any other remedy that NYSLRS may be entitled at law or in equity. It is further understood and agreed that no failure to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, and no single or partial exercise of any right, power, or privilege hereunder shall preclude any other or further exercise of any right, power, or privilege. If any action is initiated by NYSLRS to enforce this Section XIII Confidentiality and Security, NYSLRS shall be entitled to reimbursement of all fees, costs and expenses, including reasonable attorney's fees, incurred by it in connection therewith.

XIV. BACKGROUND INVESTIGATIONS

- A. Contractor/Subcontractor Investigation of Staff.** Background investigations must be conducted by Contractor on its employees, and by Contractor's affiliates and subcontractors on their employees who will provide any of the Services or who will have (i) access to OSC's IT systems, (ii) access to NYSLRS confidential information or handle NYSLRS assets, or (iii) routine access to

any OSC facility. 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 (any such Staff in (i) – (iii) “Covered Staff”).

1. **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;
- searches on watchlists, the National Sex Offender Registry, federal sanctions, and OFAC (including SEC information sheet);
- 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;
- bankruptcy matters;
- financial Professional Registrations (IAPD, FINRA, NFA), pertinent skills, qualifications, and education credential verification; and
- references.

2. **Background Investigation Certification.** The Contractor certifies for itself and on behalf of its subcontractors that it has or will conduct a background investigation on Covered Staff prior to the commencement of Services. The Contractor must obtain, unless prohibited by applicable law, the consent of such Covered Staff to allow the CRF Director of Compliance 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. NYSLRS reserves the right to prohibit any Covered Staff from accessing NYSLRS Data and assets if they do not provide such consent when requested by the CRF Director of Compliance. The Contractor agrees to undertake a background investigation of any new/replacement Covered Staff during the term of the Agreement.

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

3. **Records.** The Contractor and its subcontractors must maintain records related to the background investigation performed during the Term of the Agreement, in accordance with Appendix A (Section 5, Records).

B. NYSLRS Background Investigation. At NYSLRS’ discretion, a background investigation will be conducted on NYSLRS’ behalf by the Director of Compliance for the Common Retirement Fund on the Contractor, and on its key principals, its key personnel to be assigned to provide the Services, and its Chief Compliance Officer (or person serving in similar capacity) (“Covered Persons” as identified in Appendix F – CRF Vendor Responsibility and Conflict of Interest Disclosure Form). At

the discretion of NYSLRS, background investigations may also be conducted on subcontractors and their principals and key personnel. Such background investigation may, at the discretion of NYSLRS, be conducted prior to the Contractor's execution of an agreement with its subcontractor(s). NYSLRS may conduct subsequent background investigations on the Contractor and Covered Persons or its subcontractors where NYSLRS deems there has been a material change in circumstances or where an additional background investigation may be prudent.

Upon receipt of NYSLRS' notice of its intent to conduct such background investigation, the Contractor and Covered Persons and/or subcontractor(s) must provide to NYSLRS, or its third-party vendor, written consent of all individuals subject to NYSLRS' background investigation. Failure to obtain such consent may be grounds for termination for cause of this Agreement.

- C. Subcontracts.** The Contractor agrees to incorporate into any subcontracts permitted by this Agreement, and require any subcontractor thereunder to incorporate into each of its subcontracts, the same obligations imposed herein upon Contractor with regard to the above background investigation obligations, and expressly accrue those obligations directly to the benefit of NYSLRS.

XV. INTELLECTUAL PROPERTY

- A. Work for Hire.** All work performed by Contractor and its Staff under this Agreement that is prepared solely for NYSLRS is intended as work for hire ("NYSLRS Material"). 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 NYSLRS. Furthermore, NYSLRS and the Contractor agree that NYSLRS is the owner of all copyrights regarding such work. Contractor warrants to NYSLRS 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, except that nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience Contractor warrants to NYSLRS 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, except that nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed in the course of Contractor's business.
- B. Software/Intellectual Property and Other Licenses.** Contractor warrants and represents it has full ownership or has obtained all necessary rights to use or sublicense to NYSLRS, all proprietary or third-party software, intellectual property and related documentation required by Contractor, if any, to provide the Services.
- C. Consultant Intellectual Property.** Notwithstanding the above, in the course of performing Services, Contractor may make available to the Fund Contractor's research and advisory reports prepared generally for Contractor's clients, including without limitation, processes, system and data models, templates, software systems, user interfaces and screen designs, general purpose consulting and software tools, websites, and benefit administrative systems ("Contractor Materials"). Contractor retains all intellectual property rights in the Contractor Materials and grants the Fund a perpetual license to such Contractor Materials for the Fund's internal business purposes, subject to the terms and conditions of this Agreement. Nothing herein shall be deemed to preclude the Contractor from otherwise using the Contractor Materials and the related or underlying general knowledge, skills, ideas, concepts, techniques, and experience developed in the course of Contractor's business.

XVI. NOTICES

Except as otherwise expressly set forth herein, or as otherwise required by applicable law with respect to any legal notices, demands, requests, or other communications in connection with any legal, judicial or quasi-judicial, action, claim, matter or proceeding, any notice required or which may be given hereunder must be in writing and delivered personally or sent by certified, registered, or express mail, postage prepaid, but in all cases shall be deemed given when actually received at the following addresses:

TO THE FUND:

Attention: Colleen Gardner
Title: Executive Deputy Comptroller
Address: Office of the State Comptroller
New York State and Local Retirement System
110 State Street, 7th Floor
Albany, NY 12244

TO THE COUNSEL TO THE COMPTROLLER:

Attention: Nelson Sheingold
Title: Counsel to the Comptroller
Address: Office of the State Comptroller
Division of Legal Services
110 State Street, 14th Floor
Albany, NY 12236

TO THE CONTRACTOR:

Attention: _____
Title: _____
Address: _____

The parties shall notify each other, as soon as possible, of any change to the above contact information. Either Party may from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to whom all such notices to that Party hereafter are to be addressed.

XVII. DISPUTE RESOLUTION

In the event of a dispute, resolution may first be sought through direct negotiation between the parties. The Party initiating the process will notify the other Party in writing and set forth the issues for resolution and provide all necessary documentation. During the dispute resolution period all Services will be performed. If the Contractor pursues any legal or equitable remedy outside this resolution process, the Contractor shall, at the direction of NYSLRS, continue to perform Services in accordance with the terms of this Agreement, until such proceedings may be concluded and will continue to be paid in accordance with the Agreement, less any amounts attributable to the dispute.

XVIII. LIABILITY AND INDEMNIFICATION

- A. Contractor Liability for Losses.** The Contractor shall be liable to NYSLRS, and each of NYSLRS' officers, agents, representatives, and Staff, for any and all claims, demands, liabilities, costs, expenses, fees, damages, losses, judgments, settlements, penalties, fines, obligations, suits, proceedings and/or actions, whether judicial, administrative, investigative, or otherwise of any kind whatsoever (including, without limitation, losses due to Contractor's failure to properly address and mitigate against operational risk, and borrower default risk (i.e., counterparty risk), and any other losses, reasonable attorneys', accountants', Contractors' or expenses fees and disbursements) (collectively, "**Losses**") incurred by NYSLRS to the extent such arise from or relate to: (i) the acts, omissions, negligence, gross negligence, willful misconduct, fraud, bad faith, or violation of applicable law or regulation by the Contractor or any of its Staff, (ii) the breach by the Contractor or any of its Staff, of any of the representations, warranties, or obligations set forth in this Agreement or an SLA, or (iii) or the Contractor's, an affiliate's or subcontractor's failure to perform their obligations in accordance with the Standards of Conduct or to satisfy its fiduciary duties in connection with this Agreement or an SLA, except, in each case, to the extent that any such Losses are caused by the negligence, gross negligence, willful misconduct, bad faith, or fraud of NYSLRS, or any officer, director, or employee thereof.
- B. Contractor Liability For Loss or Disappearance of NYSLRS Assets.** To the extent the Contractor holds any NYSLRS assets, the Contractor shall be liable to NYSLRS for any loss or disappearance of a NYSLRS asset held by the Contractor hereunder to the extent required by RSSL §178-a (unless such loss or disappearance can be demonstrated by the Contractor to have been due to a force majeure events as set forth in Section XVIII.G.2 (Liability and Indemnification; Limitation of Liability, Liability Limitations, Force Majeure Events) below, and only to the extent all reasonable and diligent precautions by the Contractor would not have prevented the damage or loss resulting from any such force majeure event) and such loss shall be conclusively presumed to be the result of negligence on the part of the Contractor. The parties will use reasonable efforts to eliminate or minimize the effect of such force majeure events upon performance of their respective duties under this Agreement. This paragraph does not excuse either Party's obligation to take reasonable steps to follow disaster recovery procedures.
- C. Contractor Indemnification.** The Contractor will indemnify, defend, and hold harmless NYSLRS, and any officers, agents, representatives, and Staff, without limitation, from and against (i) any Losses that arise from or relate to the acts, omissions, negligence, gross negligence, willful misconduct, fraud, bad faith, breach of fiduciary duty, breach of Standards of Conduct, or violation of applicable law or regulation by the Contractor, its subcontractors and third-party service providers, or any of their Staff and (b) any and all Losses arising out of or in connection with (a) personal or bodily injury (including death), damage to real or tangible personal property (including electronic systems, software, and databases), or intellectual property caused by any act or omission of the Contractor, its subcontractors and third-party service providers, or any of their Staff, or (ii) any cyber-attack on the systems of the Contractor, its subcontractors and third-party service providers, or any of their Staff, and (iii) the Contractor's failure to perform its obligations in strict compliance with the Standards of Conduct except, in each case, to the extent that any such Losses are caused by the negligence, gross negligence, willful misconduct, bad faith, or fraud of NYSLRS, or any officer, director, or employee thereof.
- D. Indemnification is in Addition to Rights.** The indemnification obligation contained herein: (i) is in addition to, and not in lieu of, any other right, power, or remedy that NYSLRS, or any officers, agents, representatives, and staff of NYSLRS 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.

- E. Contractor Assistance.** If any claim is made, or any action brought, against NYSLRS relating to the activities of the Contractor or the Services, the Contractor shall diligently render to NYSLRS (without additional compensation) any and all assistance that may be reasonably requested by NYSLRS with respect thereto.
- F. Third-Party Claims.** For third-party claims, NYSLRS will give the Contractor:
1. prompt written notice of any action, claim, suit, proceeding, or threat of such action relating to this Agreement;
 2. the authority to assume, settle, or defend any such action, claim, suit, or proceeding at Contractor's sole expense, provided, however, that NYSLRS may retain its own counsel to monitor same and, moreover, may assume and defend its own legal interests to the extent that such are not aligned with the Contractor's legal interests or if NYSLRS determines that there is an issue involving a significant public interest; and
 3. assistance in the defense of any action at the expense of Contractor that arises from or relates to 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 shall not be obligated to indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligent act or failure to act of NYSLRS.
- G. Liability Limitations.**
1. **No Consequential, Indirect, or Special Damages.** Notwithstanding the above, none of NYSLRS, the CRF, the Comptroller, the State, nor the Contractor will be liable for any consequential, indirect, or special damages of any kind which may result directly or indirectly from performance hereunder, including, without limitation, damages resulting from loss of use or loss of profit by NYSLRS, the Contractor, or by others.
 2. **Force Majeure Events.** Neither the Contractor nor NYSLRS will be liable for any delay or failure in performance beyond its control resulting from acts of war, hostility or sabotage; act of nature, or other force majeure event, provided that, with respect to the Contractor, any cyber-attacks will not be deemed to be included in any of the aforementioned categories.
 3. **No Personal Liability.** None of the Comptroller, NYSLRS, or any officer, agent, representative, or staff thereof will have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into pursuant to the terms hereof.
 4. **NYSLRS/Comptroller/CRF/State Right of Set-off.** In the event that any claim is made, or any action is brought, against NYSLRS, the Comptroller, OSC, the State, or the CRF (or against the Contractor or any of its Staff) arising out of any acts, omissions, negligence, gross negligence, willful misconduct, fraud, or failure to comply with applicable laws of the Contractor or any of its Staff for which NYSLRS, the Comptroller, OSC, the State, or the CRF, would be entitled to indemnification, then, NYSLRS, the Comptroller, OSC, the State, or the CRF shall have the right to withhold further payments hereunder in sufficient sums for the purpose of set off (i.e., in order to cover said claim or action) or to seek reimbursement from the Contractor to the extent that said claim or action is determined by NYSLRS, the Comptroller, OSC, the State, or the CRF to arise from or relate to Contractor's acts, omissions, willful misconduct, fraud, bad

faith, violation of applicable laws or regulations, gross negligence, or negligence; provided that such claim shall be a credible and realistic claim that NYSLRS, the Comptroller, OSC, the State, or the CRF reasonably believe were caused by Contractor's negligence, willful misconduct, bad faith, or fraud, the rights and remedies of NYSLRS, the Comptroller, OSC, the State, or the CRF provided for in this clause are not exclusive and are in addition to, rather than in lieu of, any other rights and remedies provided by law or this Agreement.

XIX. TERMINATION AND SUSPENSION; TRANSITION

- A. NYSLRS' Termination or Suspension.** 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 or Suspension.** NYSLRS reserves the right to terminate or suspend this Agreement or to terminate or suspend the Services or a portion thereof immediately 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' sole discretion.
- C. Event of Default.** The occurrence of an actual or perceived conflict of interest involving Contractor shall constitute an "event of default," and upon such occurrence, NYSLRS may, in its sole discretion and for cause, immediately terminate this Agreement and every other contract NYSLRS has with the Contractor, if any. The occurrence of an event of default hereunder shall be deemed to be a default on every other contract Contractor and its affiliates have with NYSLRS, if any, and NSYLRS may immediately terminate those contracts for cause.
- D. Effect of Termination or Suspension.** If the Agreement is terminated or suspended for any reason prior to its stated Term, including such other contracts terminated pursuant to XIX.C (Event of Default), 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.
- E. Transition.** In the event of expiration or termination of this Agreement for any reason, the Contractor shall continue to perform the Services required hereunder under these same terms and conditions for a period not to exceed one (1) year (per Section I above) in order to complete any transactions pending on the effective termination date and to facilitate an orderly transition to a successor bank ("Transition Period"), including but not limited to (i) maintaining accounts to receive any income accruing on accounts after transition to a successor bank, and processing NYSLRS' checks for a period of one year, at the same rates charged during the original Term of this Agreement, and on the same terms that are set forth in this Agreement, (ii) cooperating with auditors of NYSLRS to ensure an accurate final accounting of all activity occurring with respect to the Services, (iii) providing access to all necessary records, transferring all necessary records, data, information, and other files related to the Services to NYSLRS, (iv) making appropriate members of its staff reasonably available to answer reasonable questions that NYSLRS and its staff, agents, and designees may have with respect to the records and information being accessed and transferred, as applicable, and (v) otherwise providing reasonable assistance with such transition, and cooperating with NYSLRS and any successor bank in order to accomplish a smooth and orderly transition, so that the Services are uninterrupted and are not adversely impacted. If a successor bank shall be appointed by NYSLRS, the Contractor shall deliver to such successor bank at the office of the successor bank or as otherwise directed by NYSLRS, duly endorsed and in the form for transfer, all Property then held by it hereunder and shall transfer to an account of the successor bank all of NYSLRS' Property.

The Transition Period is distinct from the Closeout Period, and Contractor understands and agrees that it will continue to provide the required Services during such Closeout Period as set forth in Section I of this Agreement to the extent directed by NYSLRS.

XX. MISCELLANEOUS PROVISIONS

- A. Business Continuation and Disaster Recovery.** The Contractor will maintain and update from time-to-time business continuation and disaster recovery procedures with respect to its securities lending business that reflect the best practices for the industry. The Contractor will provide NYSLRS with a summary of its business continuation and disaster recovery procedures upon request.
- B. Entire Agreement; Amendments, Modifications.** This Agreement, including all Schedules, Appendices, and Exhibits attached hereto, each of which is incorporated by reference herein, subject to the order of precedence as set forth in Article II (Entirety of Agreement; Conflict of Documents and Clauses) constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements, understandings and communications, oral or written, with respect to the subject matter hereof. The Agreement cannot be changed, modified, or altered in any manner except by an instrument in writing executed by the parties.
- C. Waiver.** The waiver by either party of any default or breach of this Agreement does not constitute a waiver of any other subsequent default or breach, and no such waiver will be valid or effective unless such waiver is in writing, expressly refers to this Agreement, and is signed by the party to be bound thereby.
- D. Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will 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 to effectuate the intent of the parties.
- E. Survival.** All representations, warranties, and covenants contained herein or made pursuant hereto including, but not limited to, the provisions of Appendix A; Section VII (Representations, Warranties, and Covenants of the Contractor); Section XIII (Confidentiality and Security); Section XV.A (Work for Hire); Section XVII (Dispute Resolution); Section XIX.E (Transition); Section XX (Miscellaneous Provisions); and Section XVIII (Liability and Indemnification); will survive the expiration or termination of this Agreement.
- F. Public Communication.** Neither the Contractor nor any of its Staff will at any time, either during the Term of or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any media of communication bearing on the Services or data collected under this Agreement, without prior written approval of NYSLRS, unless otherwise required by law, in which instance, notice must be provided to NYSLRS in advance of any such communication provided by Contractor unless such notice is prohibited as a matter of law. Neither the Contractor nor any of its Staff shall use the name or seal of the Comptroller, NYSLRS, the CRF, the State, or their officials or employees in (i) any advertising, publication, press release, or (ii) as an express or implied endorsement of any products or services, except as necessary to perform the Services.
- G. Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which when executed shall be deemed an original, and all of which taken together shall constitute one instrument. This Agreement and corresponding attachments may be executed by electronic signature process in accordance with State law.

- H. Incorporation of Amendments to Applicable Laws.** Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.
- I. Governing Law.** In addition to the governing law provisions set forth in Appendix A, each Party agrees that any such court shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by New York law.
- J. No Third-Party Benefits.** Nothing herein shall be construed as creating any third-party rights, benefits, or privileges, or standing to maintain any action or proceeding against NYSLRS in any court or other forum.
- K. Titles/Section Headings.** The titles and headings of the sections of this Agreement are for convenience of reference only and do not affect the meaning or operation of this Agreement.

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

In addition to the acceptance of this Agreement, the OSC 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]

OFFICE OF THE STATE COMPTROLLER

SIGNATURE

SIGNATURE

PRINTED NAME

COLLEEN GARDNER

PRINTED NAME

TITLE

EXECUTIVE DEPUTY COMPTROLLER, NYSLRS

TITLE

DATE

DATE

CORPORATE ACKNOWLEDGEMENT

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 he/she/they 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.

APPENDIX A

STANDARD CLAUSES FOR CONTRACTS ENTERED INTO BY THE COMPTROLLER OF THE STATE OF NEW YORK AS TRUSTEE OF THE NEW YORK STATE COMMON RETIREMENT FUND

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (the “**Contract**”) agree to be bound by the following clauses, which are hereby made a part of the Contract. As used in this Appendix A, the term “**Contracting Party**” refers to any party to the Contract other than the Comptroller of the State of New York (the “**Comptroller**”) as Trustee of the New York State Common Retirement Fund (the “**Fund**”), or the Fund itself.

1. **NON-ASSIGNMENT CLAUSE.** Neither the Contract nor any of the Contracting Party's right, title, or interest herein may be assigned, transferred, subcontracted, conveyed, sublet, or otherwise disposed of without the prior written consent of the Fund, and any attempts to assign the Contract without the Fund's written consent shall be null and void.
2. **NON-DISCRIMINATION REQUIREMENTS.** The Contracting Party will comply with all applicable State and Federal statutory and constitutional anti-discrimination provisions relating to employment.
3. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the New York State Labor Law, or a building service contract covered by Article 9 thereof, neither the Contracting Party'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 Department of Labor. Furthermore, the Contracting Party and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rate for overtime pay, as determined by the State Department of Labor in accordance with the Labor Law.
4. **INTERNATIONAL BOYCOTT PROVISIONS.** The Contracting Party agrees, if the Contract exceeds \$5,000, as a material condition of the Contract, that neither the Contracting Party 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 any successor act thereto, as amended from time to time, or regulations promulgated thereunder. If such Contracting Party, or any of the aforesaid affiliates of the Contracting Party, 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, the Contract shall be rendered forfeit and void. The Contracting Party shall so notify the Comptroller within five (5) business days of such conviction, determination or disposition of appeal.
5. **RECORDS.** The Contracting Party shall establish and maintain complete and accurate books, records, documents, accounts, and other evidence directly pertinent to performance under the Contract (collectively, the “Records”). The Records must be kept for the balance of the calendar year in which they are created and for six (6) additional calendar years thereafter. The Fund, or, at the sole discretion of the Comptroller, the Attorney General or any other person or entity authorized by the Comptroller to conduct an examination, shall have access to the Records during normal business hours at an office of the Contracting Party 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 Fund shall take reasonable steps to protect from public disclosure any of the Records that are exempt from disclosure under Section 87 of the Public Officers Law (the “Statute”), provided that: (i) the Contracting Party timely informs an appropriate official, in writing, that the Records should not be disclosed; (ii) the Records are sufficiently identified; and (iii) designation of the Records as exempt under the Statute is appropriate as determined by the Comptroller. The Contracting Party hereby consents to: (i) submit to a review by the Superintendent of the New York State Department of Financial Services of fees paid by the Fund to the Contracting Party and services rendered by the Contracting Party to the Fund; and (ii) respond in writing to any inquiry or request for information by the Superintendent of the New York State

Department of Financial Services concerning fees paid by the Fund to the Contracting Party and services rendered by the Contracting Party to the Fund, in each case, pursuant to the terms of the Contract. Nothing contained herein shall diminish, or in any way adversely affect, the Fund's right to discovery in any pending or future litigation.

6. NON-DISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND. If the Contracting Party has business operations in Northern Ireland, it shall take lawful steps in good faith to conduct those business operations in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland and, upon the request of the Comptroller, shall permit independent monitoring of the Contracting Party's compliance with such principles.

7. CONFLICTING TERMS. In the event of a conflict between the terms of the Contract (including any and all attachments thereof) and the terms of this Appendix A, the terms of Appendix A shall control.

8. GOVERNING LAW. Unless otherwise expressly agreed to by the Parties, the Contract shall be administered, construed, and enforced according to the laws of the State of New York (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any action at law, suit in equity, or other judicial proceeding for the enforcement of the Contract or any provisions thereof shall be instituted only in the courts of the State of New York. Any suit for money damages against the Fund must comply with the New York State Court of Claims Act.

9. NO ARBITRATION. Disputes involving the Contract, including the breach or alleged breach thereof, shall not be submitted to binding arbitration.

10. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contracting Party hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contracting Party's actual receipt of process or upon the Fund's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contracting Party must promptly notify the Fund, in writing, of each and every change of address to which service of process can be made. Service by the Fund to the last known address shall be sufficient. The Contracting Party will have thirty (30) calendar days after service hereunder is completed in which to respond.

11. CONFLICTS DISCLOSURE. If this is a Contract for investment management services, investment advisory services, or any related service or product, the Contracting Party represents and covenants that it (i) does not have any conflict of interest not previously disclosed to the Fund in writing that could reasonably be expected to impair its ability to provide unbiased and objective investment advice or decisions, (ii) will promptly disclose in writing to the Fund any such conflict that it may have hereafter, and (iii) will annually file a statement with the Fund that it is in compliance with these requirements, which statement shall include the following language:

"[THE CONTRACTING PARTY] ACKNOWLEDGES THAT IT OWES THE COMPTROLLER AND THE COMMON RETIREMENT FUND A FIDUCIARY DUTY. THIS MEANS THAT, AMONG OTHER THINGS, [THE CONTRACTING PARTY] MUST DISCLOSE TO THE COMPTROLLER INFORMATION ABOUT MATERIAL CONFLICTS OF INTEREST. [THE CONTRACTING PARTY] ACKNOWLEDGES THAT FAILURE TO TRUTHFULLY COMPLETE THIS STATEMENT MAY RESULT IN CRIMINAL OR CIVIL LIABILITY."

12. POLITICAL CONTRIBUTIONS. If this is a Contract for investment management or investment advisory services, the Contracting Party represents that neither it nor any of its Covered Associates (as defined in the Investment Advisers Act of 1940, as amended (the "Advisers Act")) has made any political contributions that would be in violation of Rule 206(4)-5 or Rule 204-2 under the Advisers Act with respect to the Contract.

13. CERTAIN REQUIREMENTS. The Contracting Party will take no action (or fail to take a required action) (a) in violation of any relevant anti-money laundering legislation, rule, regulation, or order administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury, including

Subtitle B, Chapter V of Title 31 of the U.S. Code of Federal Regulations, in each case as amended from time to time, or (b) enter into any transaction or activity with (i) any Person appearing on the Specially Designated Nationals and Blocked Persons List of the Office of Foreign Assets Control in the United States Department of the Treasury, (ii) any other Person with whom a transaction is prohibited by Executive Order 13224, the USA PATRIOT Act, the Trading with the Enemy Act, or the foreign asset control regulations of the United States Treasury Department, in each case as amended from time to time, (iii) any Person known by the Contracting Party (after reasonable inquiry) to be controlled by any Person described in the foregoing items (i) or (ii), or (iv) any Person having its principal place of business, or the majority of its business operations (measured by revenues), located in any country described in the foregoing item (ii). The Contracting Party also agrees that it will not make any payment to any Person in violation of the U.S. Foreign Corrupt Practices Act (as amended from time to time), or any other applicable anti-money laundering or anti-terrorism statute or regulation. For the purposes of this provision, the term "Person" includes any individual, partnership, firm, corporation, limited-liability company, joint venture, association, trust, unincorporated organization, nation, government, territory, or other political or governmental agency, authority, or unit.

14. MWBE STRATEGY. Pursuant to Retirement and Social Security Law Section 423-C, the Comptroller has established a Minority- and Women-Owned Business Enterprise ("MWBE") asset management and financial institution strategy ("strategy") which includes tracking and reporting on the identity and participation of MWBE entities that do business with the Fund. In accordance with the strategy, the Contracting Party will cooperate with the Comptroller or his representatives who seek information needed to determine the minority and women composition of the Contracting Party's owners and managers.

15. NO INDEMNIFICATION. The Fund will not indemnify nor hold harmless the Contracting Party from suits, damages, costs, or attorney fees in actions brought by third parties against the Contracting Party.

16. PRIOR NON-RESPONSIBILITY DETERMINATIONS. By signing the Contract, the Contracting Party certifies that within the past four years it has not been found to be non-responsible based on [i] impermissible Contacts or other violations of New York State law, or [ii] the intentional provision of false or incomplete information to a governmental entity. If this certification is intentionally false or intentionally incomplete, the Comptroller may exercise his right to terminate the Contract; in that event the Contract shall be deemed terminated and of no further force and effect within five (5) days from the date the Comptroller provides written notification to the Contracting Party of such termination. If the Contracting Party cannot certify as to the above, prior to signing the Contract it must disclose such finding(s) of non-responsibility and explain the circumstances that led to such findings. If such disclosure and/or explanation is/are intentionally false or intentionally incomplete, the Comptroller may exercise his right to terminate the Contract as stated above.

17. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. To the extent applicable to the Contract, the Contracting Party shall comply with the provisions of General Business Law Sections 899-aa and 899-bb (Stop Hacks and Improve Electronic Data Security Act); State Technology Law Section 208, as each such provision may hereafter be amended.

18. PROHIBITED BENEFITS RELATING TO THE CONTRACT. By signing the Contract, the Contracting Party certifies that neither it, nor any affiliate, any predecessor company or entity, nor any owner, any director, any officer, or any key person of it, nor any of its staff, has received or paid, or entered into an agreement to receive or pay, any compensation, fees, or any other benefit from or to any third party, including any subcontractor, to influence the outcome in connection with the direct or indirect procurement of this Contract.

February 15, 2022

APPENDIX B

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 C

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.

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.

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 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

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.

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 any person not employed by OSC or any other person not authorized by the Assistant Comptroller for Administration or designee unless such disclosure is specifically authorized by the Assistant Comptroller for Administration, who shall only authorize such disclosure if he or she determines that such disclosure will not impair the fairness and integrity of the procurement process.

11. The evaluation of competing bids or proposals shall be conducted strictly in accordance with the detailed evaluation and selection procedures documented in the procurement record prior to the initial receipt and opening of the bids or proposals. The Assistant Comptroller for Administration or a designee shall issue the detailed evaluation and selection procedures to the members of the evaluation and selection committees prior to the distribution of the bids or proposals to the committee members for evaluation.
12. During the evaluation and selection phases of the procurement process, no OSC employee may disclose any part of a bid or proposal to any other person, except that (i) a member of an evaluation or selection committee may discuss a proposal with another member of the same committee, and (ii) a member of an evaluation or selection committee may disclose a proposal or a portion of a proposal to a person assigned to assist in the evaluation or selection process, as described below.
13. With the approval of the Assistant Comptroller for Administration or designee, evaluation or selection committees may appoint OSC employees or other experts to provide supporting services or information to assist in the evaluation of proposals and the selection of a contractor.
14. At the discretion of the Assistant Comptroller for Administration or a designee, any person to whom a bid or a proposal or a portion of a bid or a proposal is disclosed may be required to comply with a written non-disclosure or confidentiality agreement setting forth the terms and conditions under which such person is entrusted with the bid or proposal or portion thereof.

October 11, 2011

APPENDIX E
CONTRACTOR'S CERTIFICATIONS/ACKNOWLEDGEMENTS

SIGNATURE AUTHORITY
The Contractor* and the person signing on behalf of the Contractor certify that such person is authorized to sign on behalf of the Contractor and has the express authority to contractually bind the Contractor.
ACKNOWLEDGEMENT OF RECEIPT OF OSC'S POLICY STATEMENT ON DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT
The Contractor and the person signing on behalf of the Contractor acknowledge receipt of the OSC Policy on Discrimination and Harassment, Including Sexual Harassment (Appendix B), and each agrees to abide by the terms of Appendix B.
CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW § 139(L) REGARDING SEXUAL HARASSMENT POLICY AND ANNUAL TRAINING
"By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law."
NON-COLLUSIVE BIDDING CERTIFICATION
"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: 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
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 C). 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 C.

* 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

CRF VENDOR RESPONSIBILITY AND CONFLICT OF INTEREST DISCLOSURE FORM

Answer all questions completely. Failure to respond to any question could lead to disqualification. As to Conflicts of Interest questions, responses should address current conflicts, if any, as asked for below, and potential conflicts generated by various business activities that may arise in connection with the provision of the Services. In each case, how those conflicts are mitigated must be described with specificity.

The person completing this form must be knowledgeable about the Vendor's business and operations. The person signing this form on Vendor's behalf must certify, under oath, all responses given are true to the best of the person's knowledge.

For each Yes response, Vendor must:

- Attach a separate sheet and describe the issue/provide the information requested. Identify the relevant date for each issue.
- Identify actions taken or currently being implemented to ensure that the issue will not occur again.
- State whether the staff and/or organizational component involved in the identified issue(s) will be assigned to provide services to the CRF.
- State whether the issue will affect Vendor's financial or organizational ability to provide services to the CRF.
- Provide copies of relevant documents or any other information that would assist the CRF in its vendor responsibility evaluation.

Vendor Information	
Vendor Name	Federal Vendor ID/EIN #/NYS ID
Vendor Address	
Vendor Email	Vendor Phone

I hereby certify that all of the attached responses to the CRF Vendor Responsibility and Conflict of Interest Disclosure Form are complete, true and accurate to the best of my knowledge after diligent inquiry.

Authorized Signature

Date

Name and Title of Authorized Signatory

Vendor includes any affiliate, any predecessor company or entity, owner, director, officer or key person		
Questions		
1. Is Vendor, or does Vendor employ any officers, directors or key persons, affiliated* with New York State, the New York State and Local Retirement System, or the Common Retirement Fund? <i>If yes, on a separate sheet list all affiliations and identify whether any of the officers, directors, or key persons directly own interest of 10% or more of Vendor's business.</i>	☐ YES	☐ NO
2. Have there been any major corporate changes at Vendor in the past year (e.g., legal status, equity ownership, business model, management)?	☐ YES	☐ NO
3. Is Vendor currently in violation of any federal or state securities law or regulation?	☐ YES	☐ NO
4. Does Vendor use, or has it used in the past 5 years, any other business name, FEIN, or d/b/a other than that provided to the Fund?	☐ YES	☐ NO
5. Does Vendor have data breach/cyber liability insurance? <i>If yes, attach a certificate of coverage.</i>	☐ YES	☐ NO
6. Has Vendor been a victim of a cyber breach within the past 5 years?	☐ YES	☐ NO

* As used herein, affiliated means:

- (1) the Comptroller or a family member of the Comptroller;
- (2) an officer or employee of New York State Office of the State Comptroller (OSC);
- (3) an individual or entity doing business with OSC or the Common Retirement Fund (CRF); or
- (4) an individual or entity that has a substantial financial interest in an entity doing business with OSC, the CRF or the New York State Retirement System.¹

Question		
7. Does Vendor have a process for determining compliance with gift and entertainment policies applicable to government contracts?	☐ YES	☐ NO
8. Has Vendor, its affiliates, officers, directors, key persons or employees offered, made, or provided any gift or hospitality to a New York State employee in violation of the New York State gift restrictions?**	☐ YES	☐ NO
9. Does Vendor agree to notify the CRF in the event Vendor becomes aware of any violation of the gift restrictions?	☐ YES	☐ NO

** New York State Public Officers Law provides that:

¹ For the purpose of this paragraph, the term substantial financial interest shall mean the control of the entity, whereby control means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting securities, by contract (except a commercial contract for goods or non-management services) or otherwise; but no individual shall be deemed to control an entity solely by reason of his being an officer or director of such entity. Control shall be presumed to exist if any individual directly or indirectly owns, controls or holds with the power to vote 10 percent or more of the voting securities of such entity.

- (1) No Statewide elected official, state officer or employee, individual whose name has been submitted by the Governor to the Senate for confirmation to become a State officer or employee, member of the Legislature or Legislative employee shall, directly or indirectly solicit, accept or receive any gift having more than a nominal value, whether in the form of money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence the State Employee, or could reasonably be expected to influence the State Employee, in the performance of the State Employee's official duties or was intended as a reward for any official action on the State Employees part; and
- (2) No person shall, directly or indirectly offer or make any such gift to a Statewide elected official, or any State officer or employee, member of the Legislature or Legislative employee under such circumstances.

Is Vendor or at any time within the past 5 years has Vendor been:		
10. the subject of or participated in litigation involving the New York State and Local Retirement System, the CRF, or the Comptroller?	☐ YES	☐ NO
11. the subject of a criminal indictment, judgment, conviction or a grant of immunity, including pending actions?	☐ YES	☐ NO
12. named in, been the subject of, or agreed to a settlement or judgment in a civil matter that (i) could substantially impact the financial integrity of the firm or its capacity to provide services to the CRF, or (ii) involves any of the same personnel the firm will assign to provide services to the CRF?	☐ YES	☐ NO
13. the subject of an enforcement action, sanction, fine, citation, or other disciplinary action or proceeding by the SEC, FINRA, NASD, or bar association, stock exchange, regulatory or professional oversight entity where such was not dismissed with prejudice or did not result in a finding of no responsibility?	☐ YES	☐ NO
14. the subject of a material finding; had fines or penalties assessed; been censured; had an unsatisfied judgment, injunction, or lien (including judgments for taxes owed) obtained by; or agreed to a settlement with any federal, state or local governmental or regulatory entity?	☐ YES	☐ NO
15. the subject of or party to any charge, claim, investigation, suit, or proceeding pending, threatened or ongoing, before or by any court or regulatory agency (or represented a party to such) that would have a material adverse effect upon Vendor's services to the CRF or on Vendor's firm?	☐ YES	☐ NO
16. the subject of a civil suit alleging breach of fiduciary duty, fraud, etc.?	☐ YES	☐ NO
17. required to pay penalties or compensate any of its clients upon termination of services?	☐ YES	☐ NO
18. the subject of a government suspension, debarment or rejection of any bid or disapproval of any contract, including pending actions, for (i) lack of responsibility, (ii) impermissible contacts or other violations of New York State law, (iii) denial or revocation of prequalification, (iv) a voluntary exclusion agreement, or (v) intentional provision of false or incomplete information to a governmental entity?	☐ YES	☐ NO
19. the subject of a federal, state, or local government contract suspension or termination for cause prior to the completion of the term of a contract or been the subject of an administrative proceeding or civil action seeking specific performance or restitution in connection with any federal, state, or local government contract?	☐ YES	☐ NO

20. List the regulatory bodies having oversight of Vendor.

☐ NA

Questions		
21. Is Vendor or its affiliate(s) an SEC-registered investment adviser?	☐ YES	☐ NO
22. Does Vendor and/or its affiliate(s) provide both (i) investment management or advisory services and (ii) fiduciary review services (regardless of whether such services are provided to the CRF)? <i>If yes...</i> • Answer Questions 22(a) – 22(b) below. •	☐ YES	☐ NO

22(a). LINES OF BUSINESS:

List all business lines from which Vendor has derived revenue during the past 5 years and the approximate percentage of total revenue represented by each line (e.g., consulting, asset management, broker dealer). Add rows as necessary.

Business Line	Percentage of Total Revenue

22(b). Describe Vendor's process to identify potential conflicts of interest (or attach documentation of such).

[illegible]

22(c). Describe whether clients of the investment management/investment advisory business include institutional investors or whether clients are strictly limited to retail investors.

22(d). State whether any members of the Project Team provide services for the Vendor's investment management/investment advisory business. If applicable, provide details such as the name of the Project Team member that provides such services, the investment management/investment advisory services the Project Team member performs, and the amount of time spent providing investment management/investment advisory services.

22(e). Describe measures (if any) the Vendor and its affiliate(s) undertake to separate its investment management/investment advisory business from its fiduciary review business.

Conflicts of Interest		
23. Has Vendor identified any potential conflicts of interest with the New York State and Local Retirement System, the CRF or the Comptroller? Potential conflicts may relate to: economic or financial interests; fee or other compensation arrangements with sponsors (or affiliates) of private investment funds, other investment advisors, investment companies, broker dealers, municipal securities dealers, and any other person or entity that could, or could be reasonably perceived to, conflict with the Vendor's ability to provide unbiased and objective advice to the CRF. For example: • Vendor currently represents or provides services to a client whose interests have been, are, or may be adverse to the interests of the CRF; • Vendor has interests that conflict with or may be perceived to conflict with Vendor's ability to provide unbiased and objective advice to the CRF; • Vendor has within the previous 5 years represented or provided services to a client whose interests were, or may have been, adverse to CRF interests.	☐ YES	☐ NO

24. List and describe Vendor's business relationships involving New York State including its agencies, the New York State and Local Retirement System, the CRF, and the Comptroller during the past 5 years.

☐ **NA**

New York State Entity	Relationship

25. Identify persons with substantial ownership interests in the Vendor; its key principals; its key personnel to be assigned to provide the Services; and its Chief Compliance Officer (or person serving in a similar capacity) ("Covered Persons").

Name	Email address	Title and Capacity

APPENDIX G

PROPOSER'S DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

1. Has the Proposer been found by any governmental entity to be non-responsible within the past four years from the date of this proposal due to either:
 - a. impermissible contacts or other violations of New York State Law; or
☐ Yes ☐ No
 - b. 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 such finding, the entity that found non-responsibility, and the circumstances surrounding such finding (including any written finding of non-responsibility issued by such entity).

Signature

Printed or Typed Name

Title

Procurement Number/Name

Date

February 29, 2012

PLACEHOLDER FOR EXHIBIT A

PLACEHOLDER FOR EXHIBIT B

PLACEHOLDER FOR EXHIBIT C