

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



REQUEST FOR PROPOSALS

RFP0007

ENVIRONMENTAL, SOCIAL, AND GOVERNANCE BOND CERTIFICATION

ISSUED: JUNE 27, 2025

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1.0 CALENDAR OF EVENTS

<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	June 27, 2025
Deadline for Submission of Written Questions	July 21, 2025 4:00 p.m. ET
Responses to Written Questions Posted (on or about)	August 4, 2025
Deadline for Submission of Proposals	August 25, 2025 4:00 p.m. ET
Anticipated Start of Interviews (if determined to be necessary)	September 25, 2025
Anticipated Commencement of Work	December 4, 2025

2.0 EXECUTIVE OVERVIEW

2.1. Overview

Through this Request for Proposals (“RFP”), the New York State (“State”) Office of the State Comptroller (“OSC”) is seeking proposals from qualified vendors (“Proposers”) to provide Environmental, Social, and Governance (“ESG”) bond certification in accordance with the Climate Bonds Standard and Certification Scheme issued by the International Capital Market Association (“ICMA”) and the Climate Bond Initiative (“CBI”) for upcoming State general obligation (“GO”) bonds as further detailed in Section 4.0 (Services).

Pursuant to law, OSC has the primary responsibility for the structuring and issuance of GO bonds and notes (collectively, “GO Bonds”), investment activities for the proceeds of such sales, and servicing of all GO debt requirements. Pursuant to Article 5 of the State Finance Law (“SFL”), the Comptroller issues all forms of State GO debt. Bond anticipation notes and tax and revenue anticipation notes are issued pursuant to SFL §55, and bonds are issued pursuant to §56 (refunding bonds) and §57 (new money bonds). With certain exceptions, the issuance of new money GO Bonds is dependent upon approval by the voters at a general election authorizing a GO Bond act.

OSC anticipates five GO Bond issuances during the five-year term of the contract resulting from this RFP (one transaction each year), which may range between \$300 and \$500 million in par amount. These estimates are provided for context only; there is no guarantee that the State will issue any of the anticipated Bonds during this five-year period.

2.2. Important Information

This RFP outlines the terms and conditions and 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, including the following:

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

- B. Appendix A (Standard Clauses for New York State Contracts) will be incorporated, **without change or amendment**, into the contract entered into between OSC and the selected Proposer resulting from this RFP. By submitting a response to the RFP, the Proposer agrees to comply with all the provisions of Appendix A.
- C. Attachment F (Draft Contract) – Proposers are encouraged to review Attachment F as the Proposer must be willing to enter into a contract substantially in accordance with the terms of Attachment F should the Proposer be selected for contract award.

2.3. Term of the Agreement

The term of the agreement resulting from this RFP (the “Agreement”) will be for a period of five years from the date of contract approval by OSC’s Bureau of Contracts.

2.4. 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 award (at which point the Proposer becomes the “selected Proposer”). The term “Contractor” denotes the role assumed, post-contract execution, by the selected Proposer.

2.5. Single Source of Responsibility

OSC 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 in Section 4.0). While the 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, “Subcontractors”), including their compliance with contract provisions.

3.0 MINIMUM QUALIFICATIONS TO PROPOSE

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

- 3.1. The Proposer must have at least three years of experience providing ESG bond certification services.
- 3.2. The Proposer must have provided at least three ESG bond certifications to state-level municipal bond issuers for issuances with a par amount of \$200 million or more within the five years preceding the RFP proposal response due date.
- 3.3. The Proposer’s staff assigned to perform the services as described in Section 4.0 (Services) must be located in the contiguous United States and District of Columbia (“CONUS”) and only perform the Services from a location within the CONUS.

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

4.0 SERVICES

The selected Proposer must be able to provide all the services (the “Services”) described in this Section 4.0 throughout the term of the Agreement. The selected Proposer must:

- A. Provide certification, as requested, of State GO Bonds issuances identified by OSC for capital projects that may be compliant with ESG standards;
- B. Coordinate with OSC's finance team, along with State agencies and public authorities responsible for the capital project expenditures to be financed, to ensure that the necessary information concerning the review of the capital project expenditures is accurate and transmitted in the verification report to obtain certification;
- C. Provide guidance and recommendations for the best ESG standards to be applied to the project being certified;
- D. Coordinate with ICMA, CBI, and other green bond authorities, as necessary, to obtain certification under the applicable ESG standards;
- E. Prepare opinion letters/certification reports for the State Comptroller that may be requested by a regulatory authority as part of its process for certification and that the Comptroller may include in pre-issuance and post-issuance disclosure documents, subject to counsel guidance;
- F. Coordinate with OSC to ensure that certifications are completed accurately and in a timely fashion; and
- G. Provide the necessary staff to successfully carry out the requirements set forth in this RFP, including assigning a primary point of contact for all Services.

5.0 ADMINISTRATIVE INFORMATION

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

5.1. Procurement Integrity/Restrictions on Communication

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

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

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

Director of Finance
 Questions for RFP0007, ESG Bond Certification
 Office of the State Comptroller
 110 State Street, Stop 13-2
 Albany, NY 12236-0001

During the "restricted period" as defined below, no Proposer-initiated contact with any OSC official 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 5.1 may be grounds for a determination that the Proposer is non-responsible and therefore ineligible for this contract award. Two violations of the rules against impermissible contacts within four years may result in the violator being debarred from participating in an OSC procurement for a period of four years.

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

5.2. Questions and Clarifications

There will be an opportunity for submission of written questions and requests for clarification regarding this RFP. All questions and requests for clarification should be submitted via email (preferred) or by hard copy mail to the Contracting Officer indicated in Section 5.1 (Procurement Integrity/Restrictions on Communication), no later than the Deadline for Submission of Written Questions specified in Section 1.0. Questions received after the deadline may not be answered.

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

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

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

5.3. Right to Modify RFP

OSC 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 OSC, at any time prior to the Deadline for Submission of Proposals listed in Section 1.0. OSC will post RFP modifications to the OSC website at www.osc.state.ny.us/procurement/index.htm. Only the OSC website will contain the modifications to the procurement documents, including the Responses to Written Questions (see Section 5.2 Questions and Clarifications). OSC will send an email to all potential Proposers known to OSC notifying them of the modifications.

Proposers should review the OSC website prior to submission of a proposal to ensure that they have all the information required to submit a complete and responsive proposal. Failure to comply fully with this information may result in disqualification of your proposal. It is the Proposer’s responsibility to become aware of any such modifications prior to submission of its proposal.

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Proposer must immediately notify OSC (See Section 5.1) of such error in writing and request clarification or modification of the document. If, prior to the Deadline for Submission of Proposals, a Proposer fails to notify OSC of a known error or an error that reasonably should have been known, the Proposer shall assume the risk of proposing. If awarded the contract, the Proposer will not be entitled to additional compensation by reason of the error or its correction.

5.4. Equal Employment Opportunity (EEO) Reporting

In addition to the requirements stated in Appendix A, Clause 12 (Equal Employment Opportunities for Minorities and Women), and to ensure complete compliance with such requirements (and with the Article and the Regulations adopted pursuant thereto), the Proposer must submit Form AC 3239-A (Contractor's/Subcontractor's EEO Staffing Plan of Anticipated Workforce) to OSC with its proposal and further, selected Proposer must submit on a semi-annual basis Form AC 3239-B (Contractor's/Subcontractor's EEO Workforce Utilization Report) attached as Appendix B.

5.5. Service-Disabled Veteran-Owned Businesses

Article 3 of the Veteran's Service Law establishes a program to encourage State agencies to foster the use of service-disabled veteran-owned businesses (SDVOBs) on State contracts. OSC expects Proposers to make good faith efforts to solicit active participation by New York State certified SDVOBs in the performance of the Services. Such participation may be as partners, joint venturers, subcontractors, suppliers, protégés or other roles. SDVOBs can be readily identified on the directory of certified businesses at:

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

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

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

State Tax Law §5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring state entity that they filed the certification with the DTF and that it is correct and complete.

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

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

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

New York State Workers' Compensation Law ("WCL") §§ 57 and 220 provide that the State shall not enter into any contract unless proof of workers' compensation, disability, and paid family leave benefits insurance coverage is produced. Prior to entering into a contract with OSC, the selected Proposer must verify for OSC, on forms authorized by the State Workers' Compensation Board, that it is properly insured or is otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to workers' compensation, disability, or

paid family leave benefits coverage should be directed to the State Workers' Compensation Board, Bureau of Compliance at (866) 298-7830. Failure to provide verification of any of these types of insurance coverage by the time the contract is ready to be executed will be grounds for disqualification of an otherwise successful proposal.

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

A. Proof of Workers' Compensation Coverage:

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

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

B. Proof of Disability and Paid Family Leave Benefits Coverage:

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

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

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

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

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

5.8. OSC's Reserved Rights

OSC reserves all rights with respect to this procurement, including, but not limited to, the right to:

- A. Cancel the procurement, reject any and all proposals received in response to this RFP, or choose to make no award.
- B. Prior to opening of proposals, amend the RFP to correct errors or oversights, or change any of the scheduled dates, or supply additional information, as it becomes available. Modifications to the RFP will be made by issuance of amendments and/or addenda in accordance with Section 5.3 (Right to Modify the RFP).
- C. Prior to opening of proposals, direct Proposers to submit proposal modifications addressing RFP amendments or addenda.
- D. Waive any immaterial deviation or defect in a proposal. A waiver of immaterial deviation or defect 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 and to request revisions to all proposals from vendors susceptible of award. Any request for clarification or revision is solely at the discretion of OSC.
- I. Use in the evaluation process any information obtained through interviews and OSC's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to OSC's request for clarifying information.
- J. Rescind a preliminary contract award and proceed to the next highest-scoring Proposer if a signed contract does not result from good faith negotiations with OSC within a reasonable period of time as determined by OSC.
- K. Proceed to the next highest-scoring Proposer if the Proposer who had achieved best value prior to contract award cannot satisfy the RFP requirements.

5.9. Freedom of Information Law

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

5.10. State Ethics Law Provision

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

- A. The person signing has read and understands the provisions applicable to post-employment restrictions affecting former State officers and employees (available using the link¹ below):
 - i. Public Officers Law §73(8)(a)(i), (the two-year bar); and
 - ii. Public Officers Law §73(8)(a)(ii), (the lifetime bar);
- B. Submission of the proposal does not violate either provision;
- C. The person signing is familiar with the Proposer's employees and its agents;
- D. No violation shall occur by entering into a contract or in performance of the contractual services;
- E. This certification is material to the proposal; and
- F. The person signing understands that OSC intends to rely on this certification.

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

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

5.11. Debriefings

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

A debriefing request must be in writing and be submitted to the Contracting Officer in accordance with Section 5.1.

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

5.12. Protests

Any interested party may file a protest concerning the contract award with OSC's Director of Finance at the above address within 10 business days from the date of the notice of the contract award, except that any protest concerning the terms and conditions of the solicitation (or other matters that would be apparent to an interested party prior to the date set in this RFP for the receipt of proposals) must be filed on or before the date set in this RFP for the receipt of proposals. OSC's Contract Award Protest Procedure may be accessed by using this link: <https://www.osc.state.ny.us/files/state-agencies/pdf/xi-17-att-2.pdf>.

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

5.13. Background Investigations

By submitting a proposal, each Proposer certifies that it has or will conduct a background investigation on its employees [and by the Selected Proposer's Subcontractors on their employees] who will have access to OSC's IT systems, access to State 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"). The selected Proposer and its Subcontractors must undertake such background investigation of any new/replacement staff during the term of the Contract. OSC has the right to review the results of the background investigation and its supporting documentation upon request; the selected Proposer must therefore obtain staff consent to such review.

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

- Social Security Number search or national identity number search, as applicable;
- Employment eligibility, including verification of U.S. citizenship or legal immigration status, where appropriate;
- criminal history check/court records (Federal, state and local for the past five years);
- work experience/history for the past five years); and
- pertinent education/professional credentials.

Only Covered Employees who have passed the background investigation and provided such consent shall be assigned to provide Services or given access to State confidential information. OSC reserves the right to conduct its own background investigation of the selected Proposer's Covered Employees. The selected Proposer must maintain records related to the background investigations performed.

5.14. Staff Integrity

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

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

6.0 PROPOSAL CONTENT

The following sets forth the required format and information to be provided by each Proposer. Proposers are required to submit complete Administrative, Technical, and Cost proposals. A proposal that is incomplete in any material respect will be rejected.

To expedite review of the proposals, Proposers are requested to submit proposals in separate Administrative, Technical, and Cost packages formatted with tabs as shown in Attachment B (Proposal Documents Checklist) and in the order shown on Attachment B. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required. Proposers are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. The Technical Response Form should not exceed 15 pages excluding responses to questions A5 and D1. Additional information, if submitted, should be in a separate package. Proposals must contain sufficient information to assure OSC of their accuracy.

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

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

6.1. Administrative Proposal

The Administrative proposal should contain all requirements listed below. Information and forms requested should be provided in the prescribed format and in the same order in which they are requested. Responses that are incomplete or 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. Equal Employment Opportunity (EEO) Reporting

1. Submit a copy of the Proposer's EEO Policy Statement, as described in Clause 12 of Appendix A.
2. Submit a completed and signed Form AC 3239-A (Proposer's EEO Staffing Plan of Anticipated Workforce) attached to this RFP as part of Appendix B, which should document the workforce to be used on the contract entered into as a result of this RFP, broken down by specified ethnic background, gender, and federal occupational categories or other appropriate categories specified by OSC. See Section 5.4.

B. Contractor's Certifications/Acknowledgements

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

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

C. Disclosure of Prior Non-Responsibility Determinations

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

D. Vendor Responsibility Questionnaire

Proposers and any Subcontractors providing services in excess of \$100,000 must complete, certify, and file a State Vendor Responsibility Questionnaire. OSC recommends that vendors file the required Vendor Responsibility Questionnaire online via the State VendRep System: <https://www.osc.ny.gov/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>.

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

- Vendor Name
- Legal Business Name
- NYS Vendor ID (this is different from a taxpayer ID). If you do not currently have a State Vendor ID, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 and provide your firm's full legal name, tax ID, and contract information.

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

E. Freedom of Information Law – Proposal Redactions

While not required, Proposers may submit their written statements of the necessity for the claimed proprietary information exceptions at the time of submission of their proposals. See **Section 5.9** (Freedom of Information Law).

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

The Proposer should submit proposed modifications to the Draft Contract, if any, in MS Word format 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 the State. As noted above in Section 5.8, OSC has no obligation to accept any such proposed modifications and reserves all rights to reject any proposed changes.

6.2. Technical Proposal

The purpose of the Technical proposal is to demonstrate the qualifications, competence, and capacity of the Proposer to perform the Services. The Technical proposal should address all requirements listed below.

Information and forms requested should be provided in the prescribed format and in the same order in which they are requested.

Responses that do not conform to these instructions may be eliminated from consideration. In addition, a Technical proposal that is incomplete, inaccurate, or otherwise nonresponsive 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 and address, the name, address, telephone number, and email address of the Proposer's contact person; and the date of the proposal.

B. Table of Contents

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

The proposal should contain an index that cites each tab number in the proposal where the requested information can be found using the tab numbers found in Attachment B (Proposal Documents Submitted) for the corresponding RFP Section.

C. Proposer's Certified Statements – Attachment A

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

D. Technical Response Form

Submit a completed Attachment D (Technical Response Form) which contains information regarding the Proposer's experiences and qualifications and proof of compliance with each of the Minimum Qualifications to Propose stated in Section 3.0.

E. References

Submit references using Attachment E (References) from three clients for whom the Proposer has provided ESG bond certification services. If Proposer has provided services to any New York State public authority or local government issuer, the entity must be included as one of the references. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

6.3. Cost Proposal

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

7.0 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 (RFP0007)
110 State Street, Mail Stop 13-2
Albany, NY 12236-0001

IMPORTANT: OSC **strongly encourages** the use of package tracking so as to provide an independent and verifiable record regarding the timeliness of Proposer's bid submittal 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.

A Proposer may withdraw its proposal at any time before the Deadline for Submission of Proposals by written notification to OSC (see Section 5.1). An authorized agent of the Proposer must sign the notice of withdrawal. The proposal may thereafter be resubmitted, but not after the Deadline for Submission of Proposals specified in Section 1.0. Modification offered in any other manner, oral or written, will not be considered.

7.1. Submission of Proposal Components

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

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

OSC will not accept electronically signed documents.

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

The Proposer may submit each of the complete Administrative, Technical, and Cost proposals **as separate files** on a **single** USB flash drive. An acceptable format for the files is unlocked Adobe PDF. OSC prefers that files be searchable. The files must be representative copies of the original documents, **including signatures**.

Clearly mark the envelope and USB flash drive as “RFP0007 [Proposer’s name].”

The Proposer should scan the USB drive before submission to ensure the drive is free from any and all malicious software and that the 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 OSC is unable to access the proposal files on the USB flash drive, OSC will request a replacement USB drive from the Proposer and use the paper copies to verify the Proposer did not make any revisions to its proposal past the proposal due date.
- In the absence of a paper copy, if OSC is unable to access the proposal files on the USB flash drive, OSC will reject the submission and disqualify the Proposer as stated above.

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

B. Option #2: Paper

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

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

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

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

Clearly mark the outside envelope of your sealed proposals, each copy, and USB flash drive (if applicable) as “RFP0007 [Proposer’s name].”

8.0 EVALUATION PROCESS/CRITERIA

8.1. General Information

OSC will evaluate each proposal based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerers” will be selected for award (State Finance Law, Article 11, §163[1][j]). OSC, at its sole discretion, will determine which proposal(s) best satisfies its requirements.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation will remain confidential until both evaluations have been completed and a selection of the winning proposal is made. The Technical proposal will be weighted **70%** of a proposal’s total score and the Cost proposal will be weighted **30%** of a proposal’s total score.

OSC may ask that Proposers clarify the contents of their proposals. Other than to provide such information as may be requested by OSC, no Proposer will be allowed to alter its proposal or add information, except as provided in Section 5.8.H above, after the Deadline for Submission of Proposals. OSC reserves all rights with respect to the award.

8.2. Submission Review

OSC 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 6.0 (Proposal Content) and Section 7.0 (Proposal Submission), and include the proper documentation, including all documentation required by this RFP. Proposals that are materially deficient or the have omitted material documents, in the sole opinion of OSC, may be rejected.

8.3. Technical Evaluation

A Technical Evaluation Committee comprised of OSC staff will review and evaluate all proposals. All proposals will undergo a preliminary technical evaluation to verify Minimum Qualifications to Propose (Section 3.0).

Technical Evaluation Committee members independently score each Technical proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Proposer.

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

8.4. Cost Evaluation

The Cost Evaluation Committee will examine the Cost proposal for responsiveness to RFP 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. Cost proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost proposal to the proposals offered at the lowest final cost, using this formula:

Cost points awarded = 30 potential points x (Proposal with lowest Total Five-Year Cost / Total Five-Year Cost of Proposal being evaluated).

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

8.5. Preliminary Composite Score

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

8.6. Finalists

The proposals with the three highest preliminary composite scores will be deemed finalists. Any proposal scoring within ten percent of the third highest preliminary composite scoring proposal will also be deemed a finalist. Finalists may be interviewed at the discretion of the Evaluation Committee. If the finalists do not include the proposal with the maximum cost score, the cost scores for the finalists will be re-calculated by awarding the maximum cost score to the finalist with the lowest combined cost. The remaining finalists will receive a proportionate score based on the relation of their Cost proposal to the proposal of the finalist with the lowest combined cost, using the formula in Section 8.4 (Cost Evaluation). The composite scores will be adjusted accordingly.

8.7. Interviews

Interviews, if determined to be necessary, will be held for all finalists in person at 110 State Street, in Albany, NY or, at the discretion of the Technical Evaluation Committee, by telephone or videoconference. Interviews are anticipated to start the week of the date listed in Section 1.0. Finalists who cannot be contacted via telephone to arrange the interview after three attempts by OSC may be disqualified.

The purpose of an interview is to allow the evaluators to validate the Proposer's experience and qualifications and confirm the Proposer's ability to provide the required services. The Proposer's proposed primary point of contact as well as any other key personnel (not to exceed six people), should be present and participate in the interview. **No new material will be permitted to be introduced during the interview.**

After the interview, the evaluators may adjust the Proposer's preliminary technical scores to reflect their enhanced understanding of the Proposer's experience.

8.8. Final Composite Score

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

8.9. Reference Checks

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

8.10. Award Recommendation

The Technical Evaluation Committee will submit to OSC's Deputy Comptroller for the Office of Budget and Policy Analysis a recommendation for award to the finalist with the highest composite score whose experience and qualifications have been verified. If the recommendation is accepted, it will be forwarded to OSC's Finance Office.

The Finance Office will conduct a responsibility review and procurement integrity review and if satisfactory, will then forward the recommendation to the Director of Finance for approval. The Director of Finance will notify the awarded Proposer and Proposers not awarded. The awarded Proposer will enter into a written

agreement substantially in accord with the terms of Attachment F to provide the Services. The resultant contract will not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller's Bureau of Contracts.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

ATTACHMENT A

PROPOSER'S CERTIFIED STATEMENTS

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

RFP0007 – Environmental, Social, and Governance Bond Certification
1. Proposer Information
A. Provide the Proposer's name, address, and telephone number.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
B. Provide the name, address, telephone number, and email address of the Proposer's Primary Contact with regard to this proposal.
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:
C. Provide the name, address, telephone number, and email address of the person authorized to bind the Proposer contractually, if different from (B).
Name:
Address:
City, State, ZIP Code:
Telephone Number (including area code):
Email Address:

<p>D. In accordance with paragraph 6 of the OSC Procurement Integrity Procedures attached, provide the name, address, telephone number, email address, place of principal employment and occupation of any person authorized to represent the Proposer. This requirement applies not only to Proposer's employees involved in the submission of the proposal, but also to every individual or organization employed or designated by the Proposer to attempt to influence the procurement process. If there is none, state that. This information must be updated if, after the Deadline for Submission of Proposals, the Proposer retains an individual or organization to attempt to influence the procurement process. Indicate also whether the individual or organization has a financial interest in the procurement.</p>	
Name:	
Address:	
City, State, ZIP Code:	
Telephone Number (including area code):	
Email Address:	
Place of Principal Employment:	
Occupation:	
This individual/organization has a financial interest in the procurement:	<input type="checkbox"/> Yes <input type="checkbox"/> No
No such individual/organization is authorized to represent the Proposer:	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Minimum Qualifications to Propose (Section 3.0):	
A. The Proposer must have at least three years of experience providing ESG bond certification services.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. The Proposer must have provided at least three ESG bond certifications to state-level municipal bond issuers for issuances with a par amount of \$200 million or more within the five years preceding the RFP proposal response due date.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. The Proposer's staff assigned to perform the services as described in Section 4.0 (Services) must be located in the contiguous United States and District of Columbia ("CONUS") and only perform the Services from a location within the CONUS.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Proposer's Acknowledgement of Proposal Requirements: [Note: alteration of any language contained in this section may render your proposal non-responsive.]	
A. The proposal, including the Technical, Administrative, and Cost proposals, constitutes a firm and irrevocable offer for a period of <u>180</u> days from the date of submission to OSC.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. By submission of a proposal, the Proposer agrees not to make any claims for or have a right to any damages because of any misrepresentations or misunderstanding of the specifications or because of any lack of information.	<input type="checkbox"/> Yes <input type="checkbox"/> No
C. The Proposer agrees to comply with the OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures attached to this RFP as Appendix D.	<input type="checkbox"/> Yes <input type="checkbox"/> No
D. The Proposer certifies that it can and will provide and make available, at a minimum, all services as described in the RFP if selected for award.	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>E. The Proposer certifies that staff provided to perform Services possess the necessary integrity and professional capacity to meet OSC’s reasonable expectations. Subsequent to the commencement of Services, whenever the Proposer becomes aware, or reasonably should have become aware, that any staff member(s) providing Services no longer possesses the necessary integrity or professional capacity, the Proposer agrees to immediately discontinue the use of such staff and notify OSC.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>F. The Proposer certifies that all information provided in connection with its proposal is true and accurate.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>G. The Proposer has read, understands, and accepts all provisions of Appendix A (Standard Clauses for New York Contracts). Appendix A will be incorporated, without change or amendment, into the contract entered into as a result of the RFP. By submitting a response to the RFP, the Proposer agrees to comply with all the provisions of Appendix A.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>H. The Proposer has reviewed and understands Attachment F (Draft Contract), and the Proposer is willing to enter into an agreement substantially in accord with the terms of Attachment F (Draft Contract), should the Proposer be selected for contract award.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>I. The Proposer agrees that OSC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all subcontractor(s) of the Proposer prior to their performance of Services.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>J. The Proposer agrees that it shall be fully responsible for performance of work by its staff and by its subcontractor’s staff. OSC reserves the right to request removal of any Proposer staff or subcontractor’s staff if, in OSC’s discretion, such staff is not performing in accordance with the Agreement.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>* A “No” Response in Sections 2 or 3 of this attachment will result in disqualification.</p>	
<p>4. Information Required:</p>	
<p>A. The Proposer is (check as applicable):</p>	
<p> <input type="checkbox"/> A New York State Certified Minority-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Woman-Owned Business Enterprise <input type="checkbox"/> A New York State Certified Minority and Woman-Owned Business Enterprise (Dual Certified) <input type="checkbox"/> A New York State Service-Disabled Veteran-Owned Business <input type="checkbox"/> None of the above </p>	
<p>B. Provide the name, title, address, telephone number, and email address of the person authorized to receive contract notices. See Section VII. of the Draft Contract (Attachment F), NOTICES.</p>	
<p>Name:</p>	
<p>Title:</p>	
<p>Address:</p>	
<p>City, State, ZIP Code:</p>	
<p>Telephone Number (including area code):</p>	
<p>Email Address:</p>	
<p>C. Section IV. Contractor’s Representations, Warranties, and Covenants of the Draft Contract (Attachment F) states that the Contractor is a [ENTITY FORM] duly organized, validly existing, and in good standing under the laws of the State of [STATE].</p>	
<p>Provide the Entity Form:</p>	
<p>Provide the name of the State:</p>	

D. Proposer's Taxpayer Identification Number:
E. Proposer's NYS Vendor Identification Number (see Section 6.1.D), if enrolled:
By my signature I affirm under penalty of perjury that I am duly authorized to legally bind the Proposer referenced above and I sign this Attachment A (Proposer's Certified Statements) as the legally binding act of the Proposer.

Typed or Printed Name of Authorized Representative of the Proposer

Title/Position of Authorized Representative of the Proposer

Signature of Authorized Representative of the Proposer

Date

ATTACHMENT B

PROPOSAL DOCUMENTS CHECKLIST

RFP0007 – Environmental, Social, and Governance Bond Certification			
FOR THE ADMINISTRATIVE PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
1	§6.1.A	The Proposer's EEO Policy Statement, as described in Clause 12 of Appendix A – Standard Clauses for NYS Contracts	<input type="checkbox"/>
		Form AC3239-A – Proposer's EEO Staffing Plan of Anticipated Workforce	<input type="checkbox"/>
2	§6.1.B	Appendix E – Contractor's Certifications/Acknowledgements, completed and signed	<input type="checkbox"/>
3	§6.1.C	Appendix F – Disclosure of Prior Non-Responsibility Determinations, completed and signed	<input type="checkbox"/>
4	§6.1.D	Vendor Responsibility Questionnaire, certified within six months of the Proposal due date (<u>unless filed and certified online</u>)	<input type="checkbox"/>
		If Vendor Responsibility Questionnaire was completed and certified online, check here and do not attach a paper copy.	<input type="checkbox"/>
5	§6.1.E	Written statements of the necessity for protective treatment under Freedom of Information Law	<input type="checkbox"/>
6	§6.1.F	Proposed Modifications to the Draft Contract	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
1	§6.2.A - B	Title Page and Table of Contents	<input type="checkbox"/>
2	§6.2.C	Attachment A – Proposer's Certified Statements, completed and signed	<input type="checkbox"/>
3	§6.2.D	Attachment D – Technical Response Form	<input type="checkbox"/>
4	§6.2.E	Attachment E – References	<input type="checkbox"/>
FOR THE COST PROPOSAL			
TAB	RFP §	REQUIREMENT	INCLUDED
1	§6.3	Attachment C (Cost Proposal), completed	<input type="checkbox"/>
FOR ALL PROPOSALS			
TAB	RFP §	REQUIREMENT	INCLUDED
N/A	§7.1.A OPTION 1	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 7.1.A. (preferred)	<input type="checkbox"/>
		Optional: Submit one paper copy of each complete Administrative, Technical, and Cost Proposals (recommended)	<input type="checkbox"/>
N/A	§7.1.B OPTION 2	TWO Copies of the Administrative Proposal	<input type="checkbox"/>
		FOUR Copies of the Technical Proposal	<input type="checkbox"/>
		TWO Copies of the Cost Proposal	<input type="checkbox"/>
		Submit a single USB 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 7.1.B. (requested)	<input type="checkbox"/>

**ATTACHMENT C
COST PROPOSAL**

Complete the Cost proposal using the format below. **Modifications to the Cost proposal format may result in a proposal being found non-responsive.**

Pricing must be inclusive of all labor, licenses, insurance, administration, overhead, travel, and any other applicable expenses required to provide the Services. OSC will not compensate these costs separately.

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

	Year 1	Year 2	Year 3	Year 4	Year 5
Pre-Issuance Verification Reports (by par amount)					
Less than \$200 million	\$	\$	\$	\$	\$
\$200 million to \$500 million	\$	\$	\$	\$	\$
Greater than \$500 million	\$	\$	\$	\$	\$
Annual Post-Compliance Review & Reports (if applicable)					
Annual Post-Compliance Review & Report (per instance)	\$	\$	\$	\$	\$

**ATTACHMENT D
TECHNICAL RESPONSE FORM**

MINIMUM QUALIFICATIONS TO PROPOSE

MQ1. The Proposer must have at least three years of experience providing ESG bond certification services.

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

RESPONSE:

MQ2. The Proposer must have provided at least three ESG bond certifications to state-level municipal bond issuers for issuances with a par amount of \$200 million or more within the five years preceding the RFP proposal response due date.

Using the table below, please identify three issuances meeting the criteria above.

Dated Date	Issuer	Series	Par Amount (In \$ millions)

MQ3. The Proposer’s staff assigned to perform the services as described in Section 4.0 (Services) must be located in the contiguous United States and District of Columbia (“CONUS”) and only perform the Services from a location within the CONUS.

In the space provided below, identify your firm’s office location within the United States where these services will be performed.

RESPONSE:

PROPOSER QUALIFICATIONS

A1. Describe your firm's qualifications to provide ESG bond certification for New York State General Obligation bonds and notes. Include a brief description of your firm and its organizational/ownership structure.

RESPONSE:

A2. Provide a brief summary of your firm's expertise and experience providing ESG services, including bond certification.

RESPONSE:

A3. Discuss your firm's philosophy with respect to ESG factors and the services that you provide.

RESPONSE:

ESG EXPERTISE

B1. Describe your firm’s expertise in and coverage of developed and emerging ESG issues. Identify and discuss the firm’s process for tracking ESG factors in real-time for clients and over time for sectors where these risks are material, and how your firm adapts to a fluctuating industry.

RESPONSE:

B2. Provide any key strengths or strategies that your firm employs that could benefit the State, including any technology-enabled capabilities your firm provides clients to identify, assess and monitor ESG factors.

RESPONSE:

B3. Discuss the pros and cons of the various ESG standards used in the market today and which standard(s) the State would benefit from adopting when issuing ESG bonds.

RESPONSE:

STAFFING COMMITMENT TO ESG SERVICES

C1. Discuss your firm’s staffing commitment to ESG. Have there been any changes in the firm’s staffing or staffing policy in the past three years prior to the due date of submission for this RFP? If so, discuss how these changes may affect the firm’s ability to provide Services to the State. If no changes have occurred, describe how you would address changes to staffing or staffing policy to ensure the State’s needs are met.

RESPONSE:

C2. Using the table below, include the number of staff members assigned to ESG during the last three years prior to the due date of submission for this RFP.

	Total Staff
Year 1 (Most Recent)	
Year 2	
Year 3	

KEY PERSONNEL EXPERIENCE

D1. Using the table below, identify the principals and the key personnel who would be primarily responsible for the State’s ESG bond certification, and years of experience. Identify who will be the Proposer’s primary point of contact for this engagement. Add or remove rows, if necessary. Include resume of all pertinent staff as an appendix to your technical proposal (does not count towards page limit).

Name	Title	Total Years of ESG Bond Certification Experience	Years and Brief Description of Other Relevant ESG Experience
	(Primary point of contact)		

NYS PRESENCE

E1. Discuss your firm’s presence in the State including its headquarters and number of offices maintained in the State, the total number of staff employed in the State, and the number of staff that would cover State GO Bonds who are employed in the State.

RESPONSE:

ATTACHMENT E

REFERENCES

Submit a total of **THREE** references (Section 6.2.E) using this form for clients for which the Proposer has provided ESG certification services. If the Proposer has provided services to any state public authority or local government issuer, the entity must be included as one of the references.

Expand fields and duplicate this page as necessary.

RFP0007 – Environmental, Social, and Governance Bond Certification	
PROPOSER:	
Provide the following information for each reference submitted. Fields will expand as you type.	
Reference Company #1:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	
Reference Company #2:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	
Reference Company #3:	
Contact Person:	
Address:	
City, State, Zip:	
Telephone Number:	
Email Address:	
Number of years Proposer provided services to this entity:	
Brief description of the services provided:	

**ATTACHMENT F
DRAFT CONTRACT
STATE OF NEW YORK
OFFICE OF THE STATE COMPTROLLER**

**AGREEMENT WITH
[Contractor Name]**

NEW YORK STATE COMPTROLLER'S CONTRACT NUMBER C000XXX

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

W I T N E S S E T H

WHEREAS OSC is responsible for the structuring and issuance of general obligation bonds and notes (collectively, "GO Bonds"), investment activities for the proceeds of such sales, and servicing of all GO debt requirements. Pursuant to Article 5 of the New York State Finance Law ("SFL"), the Comptroller issues all forms of State GO debt; and

WHEREAS, to meet this responsibility OSC issued a Request for Proposals dated [] ("RFP"), attached hereto as Exhibit A, soliciting proposals from qualified vendors to provide environmental, social, and governance ("ESG") bond certification in accordance with the Climate Bonds Standard and Certification Scheme issued by the International Capital Market Association and the Climate Bond Initiative for upcoming New York State "State") general obligation bonds ("Services"); and

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

WHEREAS, based upon the evaluation of the various proposals submitted in response to the RFP, OSC has determined that the Contractor's proposal offers the best value and it is in the best interests of the State to retain the Contractor to perform the Services in accordance with the terms and conditions of this Agreement.

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

I. TERM

This Agreement will commence on approval by OSC's Bureau of Contracts and will continue for a period of five years, or until compensation for the Services reaches the "total compensation" amount stated in Section III Compensation, whichever comes first.

II. MERGER OF DOCUMENTS/CONFLICT OF CLAUSES

This Agreement is inclusive of the following documents. Only documents expressly mentioned below are deemed a part of this Agreement. Conflicts between these documents will be resolved in the following order of precedence:

- A. Appendix A** – Standard Clauses for New York State Contracts;
- B. Agreement** – (this document), including:
 - o Appendix C – OSC Policy Statement on Discrimination and Harassment, Including Sexual Harassment;
 - o Appendix D – OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures;

- C. **Exhibit A** – the RFP0007, including the Official Responses to Questions [and any and all amendments and addenda to RFP0007, if applicable];
- D. **Exhibit B** – the Proposal (Exhibits B1 – Technical Proposal, B2 – Cost Proposal, and B3 – Administrative Proposal), including any clarifications thereto and all attachments, including completed:
 - o Appendix B – Form AC 3239-A Contractor’s EEO Staffing Plan of Anticipated Workforce and Form AC 3239-B, Contractor’s/Subcontractor’s EEO Workforce Utilization Report;
 - o Appendix E – Contractor’s Certifications/Acknowledgements; and
 - o Appendix F – Disclosure of Prior Non-Responsibility Determinations.

III. SERVICES

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

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- A. **Organization.** The Contractor is an entity duly organized, validly existing, and in good standing under the laws of the state of [STATE], and has authority to conduct business in the State of New York.
- B. **Authority.** The Contractor has full power and authority to enter into this Agreement and to perform its duties and obligations hereunder. This Agreement has been duly authorized by all requisite action on the part of the Contractor and constitutes the valid, legal, and binding obligation of the Contractor, enforceable against it in accordance with its terms.
- C. **Skill and Expertise.** The Contractor and its Staff (as defined herein) possess a high degree of skill, expertise, and character necessary to qualify them individually for the particular duties to be performed hereunder and the Contractor maintains, and will maintain throughout the term of this Agreement, a professional Staff and facilities to perform the Services in a timely and professional manner.
- D. **Highest Applicable Industry Standards.** The Contractor warrants that the Services will be performed in a professional and workmanlike manner, in accordance with highest applicable industry standards. For purposes of this Agreement, “highest applicable industry standards” is defined as the degree of care, skill, efficiency, and diligence that a prudent person possessing technical expertise in the subject area and acting in a like capacity would exercise in similar circumstances. The Contractor shall re-perform, at its own expense, any work not in compliance with this warranty. Such re-performance of Services will be completed within 90 days of notification to the Contractor of non-compliant work.

V. COMPENSATION AND PAYMENT

- A. **Fees.** OSC will compensate the Contractor in accordance with the Fee Schedule set forth in Exhibit B2 (Cost Proposal). The Contractor will not be reimbursed for expenses or travel time. Total compensation under this Agreement shall not exceed \$XXX.XX.

B. Invoices

1. Compensation for Services provided pursuant to this Agreement will be payable by OSC in the ordinary course of State business following OSC's receipt of the Contractor's invoice. Approved invoices will be processed in accordance with Article 11-A of the New York State Finance Law.
2. All invoices must include the following information:
 - o OSC's Agreement #C00[REDACTED], Contractor's taxpayer identification number, and Contractor's New York State Vendor Identification Number;
 - o a detailed description of Services provided, including;
 - o the total amount billed for Services for the invoice period;
 - o the beginning and ending dates of the billing period included in the invoice, and the expiration date of this Agreement;
 - o Form AC 3239-H (M/WBE Expenditure Report of Appendix B) which must include (i) the actual total cost of the contract work performed by each certified M/WBE for the invoiced services, and (ii) the actual amounts of payments made by the Contractor to each certified M/WBE as of the invoice submission date. Failure to comply with the M/WBE participation goals set forth in this RFP may result in penalties as delineated in Appendix B; and
 - o Form AC 3322-2 (Contractor's SDVOB Utilization Report) which must include (i) the actual total cost of the contract work performed by each certified SDVOB for invoiced services, and (ii) the actual amounts of payments made by the Contractor to each certified SDVOB as of the invoice submission date. Failure to comply with the SDVOB participation goals set forth in this RFP may result in penalties delineated in Appendix H.
3. All invoices are subject to OSC's acceptance of the Services for which billing is being made and must be submitted via email (preferred) to contractinvoicess@osc.ny.gov or via hard copy mail to:

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

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

ATTENTION: Director, Bureau of Debt Management
Office of the State Comptroller
Bureau of Debt Management
110 State Street, 15th Floor, Mail Stop 15-9
Albany, New York 12236-0001

VI. EQUAL EMPLOYMENT OPPORTUNITY (EEO) REPORTING

- A. **Compliance.** The Contractor shall comply with applicable federal, State, and local requirements concerning equal employment opportunities for minorities and women, including but not limited to Executive Law §312 and its implementing regulations.
- B. **Required Submissions.** To ensure complete compliance with such requirements (and with Executive Law §312 and the regulations adopted pursuant thereto) the Contractor agrees to submit to OSC its EEO Policy Statement and Form AC 3239-A Proposer's EEO Staffing Plan of Anticipated Workforce. Further, Contractor shall submit on a semi-annual basis Form AC 3239-B (Contractor's/Subcontractor's EEO Workforce Utilization Report) and shall require each of its Subcontractors, if any, to submit such Report on a quarterly basis during the term of the Agreement.

The Contractor/Subcontractor shall submit two originals and two copies of Form AC 3239-B to OSC at the following address:

Attn: Director of Finance
New York State Office of the State Comptroller

Bureau of Finance
110 State Street, Stop 13-2
Albany, NY 12236

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

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

VII. NOTICES

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

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

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

OSC:

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

Copy to:

Title: Director of Debt Management
Office of Budget & Policy Analysis/Bureau of Debt Management
Address: Office of the State Comptroller
110 State Street, Mail Stop 15-9
Albany, NY 12236-0001

Contractor:

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

VIII. COOPERATION

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

IX. STAFF

- A. Definition.** For the purposes of this Agreement, the Contractor's "Staff" means the Contractor's owners, officers, directors, employees, subsidiaries, affiliates, partners, and agents of the Contractor. Staff also includes any subcontractor (including third-party services providers) and their employees providing Services hereunder or who have access to Confidential Information as defined herein ("Subcontractor").
- B. Key Staff.** The Contractor shall assign the **[NAME]** as the primary point of contact for the Services and other such staff as necessary to oversee the day-to-day operations and delivery of Contractor Services (each, a member of the Contractor's "Key Staff"). If the Contractor must replace a member of its Key Staff during the term of the Agreement, such replacement's skills and expertise must be equivalent to or exceed that of the Key Staff member being replaced, as determined by OSC. In each such instance, the Contractor must provide OSC with a summary of the experience of the proposed replacement and an opportunity to interview that person prior to allowing such individual to provide Services. OSC may approve or disapprove any proposed changes in the Contractor's Key Staff. Said approval will not be unreasonably withheld.
- C. Removal.** OSC reserves the right to remove any of the Contractor's Staff from the performance of Services hereunder, if in OSC's discretion, such Staff is not performing in accordance with this Agreement, or for any other reasonable work-related cause.
- D. Responsibility.** The Contractor shall be fully responsible for the acts and omissions of its Staff in connection with their performance hereunder and their adherence to all contract terms and conditions.
- E. FIRCA.** The Federal Immigration Reform and Control Act, as amended, (8 USC section 1324a et. al.) ("FIRCA") obligates employers, such as the Contractor and its Subcontractors, if any, to verify that their United States-based ("US") employees are legally entitled to work in the United States. The Contractor warrants to OSC that it has verified US employees assigned to provide Services to OSC are legally entitled to work 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 term of the Agreement. In order to confirm that the US employees are legally entitled to work in the United States, OSC reserves the right to request documentation attesting to the legal entitlement to work in the United States for any of Contractor's US employees assigned work under the Agreement. OSC does not discriminate against individuals on the basis of national origin or citizenship.

X. Subcontractors

- A. Disclosure Requirements.** The Contractor must disclose all Subcontractors it intends to assign to provide any of the Services prior to their performance of any Services. OSC shall have the right to approve or disapprove, after appropriate review and/or interview(s), any and all such Subcontractors prior to their performance of Services. Such approval is in discretion of OSC. Failure to disclose the identity of any and all Subcontractors used by the Contractor, together with a detailed description of their responsibilities, may, at the discretion of OSC, result in a disqualification of the Subcontractor or termination of this Agreement.
- B. Contractor Responsibility.** The Contractor shall be fully responsible to OSC for the acts and omissions of its Subcontractors and of persons either directly or indirectly engaged by them in connection with the performance of the Services. Additionally, without limiting the foregoing, the Contractor shall:
 - 1. ensure that each Subcontractor complies with the terms of this Agreement, and performs the Services as required, and that each Subcontractor maintains all records with respect to the Services in the same manner as required of the Contractor;
 - 2. require all proposed subcontractors to complete such Appendices included in this Agreement as are deemed necessary by OSC prior to any such proposed Subcontractor's performance of

Services. The Contractor acknowledges that this requirement is ongoing for the term of this Agreement; and

3. include in all Subcontractor agreements a binding provision that is at least as restrictive as those found in this Agreement.

C. Removal. OSC reserves the right to remove any of the Subcontractor's staff from providing any of the Services if, in OSC's discretion, such Subcontractor's staff is not performing in accordance with this Agreement, or for any other reasonable work-related cause.

XI. RELATIONSHIP OF PARTIES

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

XII. CONFLICTS OF INTEREST

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

XIII. CONFIDENTIALITY AND SECURITY

A. Confidential Information. The Contractor shall treat as confidential all information provided to, collected by, or otherwise disclosed to the Contractor in the course of providing Services, either verbally, electronically, visually, or in written or other tangible form that is either identified or should be reasonably understood to be confidential or proprietary. Confidential information may include, but is not limited to, financial information, strategies, and forecasts.

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

1. use confidential information solely for the purpose of carrying out its obligations hereunder, and for no other purpose; and
2. promptly, after the termination or expiration of the Agreement, sanitize all confidential information, except where the Contractor is required to retain confidential information pursuant to applicable law. After the destruction of the confidential information, an officer or principal of the Contractor shall certify to OSC, in writing and under penalty of perjury, that such destruction has been completed in accordance with the Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-003 or successor policy.

C. Disclosure of Confidential Information

1. OSC confidential information shall not be disclosed by the Contractor to any third party except to those third parties operating under non-disclosure provisions no less restrictive than those in this Agreement and who have a justified business "need to know." In the event of a receipt by the Contractor of a valid order or mandatory request for disclosure of confidential information from a judicial, administrative, or governmental agency having jurisdiction over it, the Contractor shall, unless prohibited by applicable law, promptly notify OSC thereof. The Contractor shall, to the extent practicable, meet with OSC for purposes of discussing such order or request prior to the submission of a response thereto, and shall, except to the extent prohibited as a matter of law, cooperate and assist OSC in responding to any such order or request.
2. The Contractor acknowledges that any unauthorized use or disclosure of confidential information may cause irreparable damage to OSC and the State. If an unauthorized use or disclosure occurs, the Contractor shall, at its expense, take such steps that are necessary to recover confidential

information and to prevent its subsequent unauthorized use or dissemination, including availing itself of actions for seizure and injunctive relief. If the Contractor fails to take such steps in a timely and adequate manner, OSC may take them at the expense of the Contractor.

- D. Security.** The Contractor and its Staff shall comply with all applicable OSC facility and information security policies, standards, and procedures, in performing the Services. The Contractor may not connect any non-OSC computer, electronic storage device, or telecommunications equipment to any OSC network; e.g., personal and corporate laptop computers, personal and corporate USB devices, smartphones, and tablets are included in this prohibition.
- E. Security Incident Notification.** To the extent not prohibited by applicable law, the Contractor shall promptly notify OSC in writing upon the occurrence of any Security Incident, as defined in this Section, in the most expedient time possible and without unreasonable delay, but in any event no later than within 48 hours of such occurrence. "Security Incident" means any exploited vulnerability or unauthorized or unlawful access to OSC confidential information, including any such access resulting from any breach or compromise of the Contractor's computer data, applications, networks or devices (including the applications, networks, or devices of its Subcontractors or third-party service providers that access, store, process, or otherwise interact with confidential information on behalf of the Contractor), and, in the absence of direct evidence of a Security Incident, any occurrence where it can be reasonably assumed under the circumstances that OSC confidential information was exposed, accessed, or disclosed without OSC's prior written authorization. All notices to OSC required under this Section must be made by contacting OSC's Information Security Office first by telephone at 518-474-9487 and then by email to: iso@osc.ny.gov.

XIV. Background Investigations

- A. Investigation of Covered Employees.** The Contractor shall conduct background investigations on its employees, and shall require that all Subcontractors conduct background investigations on their employees, who will have access to OSC's IT systems, access to OSC confidential information, or routine access to any OSC facility ("Covered Employees"). For purposes of this Section, "routine access" is defined as access to an OSC facility for five consecutive business days or 10 business days over the annual term of the engagement.
- B. Background Investigation Requirements.** At a minimum, background investigations must include a review/evaluation of the following:
- identity verification, including Social Security Number or national identity number search, as applicable;
 - employment eligibility, including verification of U.S. citizenship or legal immigration status, where appropriate;
 - criminal history/court records (Federal, state, and local for the past five years), as permitted under applicable law;
 - work experience/history for the past five years;
 - pertinent skills, qualifications, and education/professional credential verification; and
 - references.
- C. Background Investigation Certification.** Accordingly, with the signing of this Agreement, the Contractor certifies that it (and its Subcontractors) has or will conduct a background investigation on Covered Employees prior to the Covered Employees' commencement of Services. The Contractor (and Subcontractors) must obtain, unless prohibited by applicable law, the consent of such Covered Employees to allow the OSC Inspector General 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. Only Covered Employees who have passed the background investigation and provided such consent shall be assigned to provide Services. The Contractor shall undertake a background investigation of any new/replacement Covered Employees during the Term of the Agreement.
- D. Record Retention.** During the term of the Agreement and in accordance with Appendix A (Section 10, Records), the Contractor must maintain records related to the background investigations performed.

XV. INDEMNIFICATION AND LIABILITY

- A. Contractor Liability and Indemnification.** The Contractor shall be fully liable to and shall indemnify, defend, and hold harmless OSC and the State, their officials, agents, and employees, from charges, claims, investigations, suits, or proceedings, damages, and costs (including reasonable attorneys' fees and expenses) without limitation, arising from any act or omission of the Contractor or its Staff, including bodily or personal injury (including wrongful death); damage to real or tangible personal property (including electronic systems, software and databases); damage to intellectual property; and infringement or violation of a third party's patent, copyright, license, or other proprietary or intellectual property right; provided however that the Contractor will not be obligated to indemnify for that portion of any claim, loss, or damage arising hereunder due to the negligence of OSC.
- B. Third Party Claims.** For third party claims, OSC will give the Contractor:
1. prompt written notice of any action, claim, suit, proceeding, or threat of such action;
 2. the opportunity to take over, settle, or defend any such action, claim, suit, or proceeding at Contractor's expense; and
 3. reasonable assistance in the defense of any such action, claim, suit, or proceeding at the expense of Contractor.

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

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

D. Limitations of Liability

1. **No Consequential, Indirect, or Special Damages.** Notwithstanding the above, the Contractor, OSC, and the State will not be liable for any consequential, indirect, or special damages of any kind which may result directly or indirectly from such performance, including loss of use or loss of profit.
2. **Force Majeure Events.** The Contractor, OSC, and the State will not be liable for any delay or failure in performance beyond their control resulting from acts of war, hostility or sabotage; act of nature; electrical, internet, or telecommunications outage that is not caused by the obligated party; or government restrictions, or other force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such force majeure events upon performance of their respective duties under this Agreement.

XVI. RESPONSIBILITY TERMS

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

OSC reserves the right, in its discretion, at any time during the term of this Agreement, (i) to require updates or clarifications to the Responsibility Questionnaire, (ii) to inquire about information included in or omitted from the Responsibility Questionnaire, and (iii) to require the Contractor to provide such information to OSC

within a reasonable timeframe to be established at OSC's discretion.

- C. Determination of Non-Responsibility.** OSC reserves the right to make a final determination of the Contractor's non-responsibility ("Determination of Non-Responsibility") at any time during the term of this Agreement based on (i) any information provided in the Responsibility Questionnaire and/or in any updates, clarifications, or amendments thereof; or (ii) the Contractor's failure to disclose material information; or (iii) OSC's discovery of any other material information which pertains to the Contractor's responsibility.

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

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

XVII. TERMINATION AND SUSPENSION

- A. 30 Day Notice of Termination.** OSC 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.** OSC reserves the right to immediately terminate or suspend this Agreement or to immediately terminate or suspend the Services or a portion thereof upon written notice to the Contractor if OSC deems the Contractor's performance unsatisfactory at any time during the term of this Agreement, in OSC's discretion.
- C. Effect of Termination.** If this Agreement is terminated or suspended for any reason prior to its stated term, the compensation to be paid to the Contractor will be prorated to the effective date of such termination or suspension based on the Services satisfactorily delivered to such termination or suspension date.

XVIII. MISCELLANEOUS PROVISIONS

- A. Waiver.** The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other subsequent default or breach.
- B. Severability.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
- C. Public Communication.** Neither the Contractor nor any of its Staff shall make any statement to the press or issue through any media of communication any statement bearing on the Services performed or data collected under this Agreement, without the prior written approval of OSC.
- D. Ethics Compliance.** The Contractor and its Staff shall comply with the requirements of Public Officers Law §§73 and 74, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State. Failure to comply with those provisions may result in termination of the Agreement and/or other civil or criminal proceedings as required by law.
- E. Survival.** The provisions of Sections IV Representations, Warranties, and Covenants; XIII Confidentiality and Security; XV Indemnification and Liability; and Appendix A shall survive the expiration or termination of this Agreement.
- F. Counterparts.** This Agreement may be executed in counterparts, each of which when executed will be deemed an original, and all of which taken together will constitute one and the same agreement with the same effect as if such signatures were upon the same instrument.

XIX. ENTIRE AGREEMENT/APPROVALS

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

In addition to the acceptance of this Agreement, OSC and 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: []
[CONTRACTOR]

OFFICE OF THE STATE COMPTROLLER

SIGNATURE

SIGNATURE

PRINTED NAME

JEREMY R. DISARE
PRINTED NAME

TITLE

DIRECTOR OF FINANCE
TITLE

DATE

DATE

CONTRACTOR'S ACKNOWLEDGEMENT

STATE OF _____ }
_____ }
COUNTY OF _____ }

SS.:

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

Notary Public
Registration No.

APPROVED:
THOMAS P. DINAPOLI, COMPTROLLER

APPROVED AS TO FORM:
NYS ATTORNEY GENERAL

BY:

BY:

DATE

DATE

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New

York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract

(hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion,

upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of (a), (b), and (c) above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification

for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-8467364
Email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job

Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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

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

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

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

June 2023

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

INSTRUCTIONS: Contractor must complete and submit this form as part of the Agreement.

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

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

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

Prepared by (signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address

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

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

[Empty box for contractor's EEO staffing plan details]

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

RACE AND ETHNIC IDENTIFICATION*	
For the purpose of completing this form, OSC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:	
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.
<p>Submission of this form constitutes the Contractor's acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this State Contract and OSC's right to evaluate and determine Contractor/Subcontractor adherence or compliance during the term of said State Contract, pursuant to New York State Executive Law Article 15-A (the "Article") and the implementing regulations set forth under 5 NYCRR.</p> <p>By submitting this form, the Contractor agrees (i) to provide OSC access to all documentation, records, reports, facilities, etc. which OSC may deem necessary to determine Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.</p> <p>Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.</p> <p>*The Equal Employment Opportunity Commission's Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eeo1survey/2007instructions.cfm.</p>	

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

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

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

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

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

PART C – Prepared by (signature): _____

Name of Preparer	Title of Preparer	Date	Telephone Number	Email Address

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

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

[Empty box for description of services or supplies provided]

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

RACE AND ETHNIC IDENTIFICATION*	
<p>For the purpose of completing this form, OSC has adapted the race and ethnic designations used and obtained in accordance with the requirements administered by the Equal Employment Opportunity Commission, which do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:</p>	
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White	A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
Black or African-American	A person having origins in any of the black racial groups of Africa.
Native Hawaiian or Other Pacific Islander	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
Asian	A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
American Indian or Alaska Native	A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment
Two or More Races	All persons who identify with more than one of the above five races.
CONTRACTOR’S/SUBCONTRACTOR’S EEO WORKFORCE UTILIZATION REPORT SUBMISSION REQUIREMENTS	
<p>Please submit completed Form AC 3239-B semi-annually, in accordance with the terms of the State Contract to:</p> <p style="padding-left: 40px;"> New York State Office of the State Comptroller Bureau of Financial Administration, Attn: M/WBE Specialist 110 State Street, Stop 13-2 Albany, NY 12236 </p> <p>Submission of this form constitutes the Contractor’s/Subcontractor’s acknowledgement and agreement to adhere to the compliance requirements and procedures set forth under this State Contract and OSC’s right to evaluate and determine Contractor/Subcontractor adherence or compliance during the bid and award of said State Contract, pursuant to New York State Executive Law Article 15-A (the “Article”) and the implementing regulations set forth under 5 NYCRR.</p> <p>By submitting this form, the Contractor agrees (i) to provide OSC access to all documentation, records, reports, facilities, etc. which OSC may deem necessary to determine Contractor compliance, and (ii) to be bound by the provisions of §316 regarding possible fines, sanctions, and penalties for violations of the Article.</p> <p>Failure to submit complete and accurate information may result in non-compliance and bid/proposal disqualification.</p> <p>*The Equal Employment Opportunity Commission’s Description of Job Categories and Instructions for assigning employees can be viewed at www.eeoc.gov/employers/eeo1survey/2007instructions.cfm.</p>	

APPENDIX C

OSC POLICY STATEMENT ON DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT

DISCRIMINATION AND HARASSMENT

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

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

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

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

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

SEXUAL HARASSMENT

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

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

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

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

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

August 31, 2021

APPENDIX D

OSC EXECUTIVE ORDER ON PROCUREMENT INTEGRITY

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

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

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

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

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

/s/

Thomas P. DiNapoli
Comptroller, State of New York

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

OSC PROCUREMENT INTEGRITY PROCEDURES

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

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

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

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

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

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

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

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

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

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

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

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

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

October 11, 2011

APPENDIX E

CONTRACTOR’S CERTIFICATIONS/ACKNOWLEDGEMENTS

SIGNATURE AUTHORITY
The Contractor* and the person signing on behalf of the Contractor certify that such person is authorized to sign on behalf of the Contractor and has the express authority to contractually bind the Contractor.
ACKNOWLEDGEMENT OF RECEIPT OF OSC’S POLICY STATEMENT ON DISCRIMINATION AND HARASSMENT, INCLUDING SEXUAL HARASSMENT
The Contractor and the person signing on behalf of the Contractor acknowledge receipt of the OSC Policy on Discrimination and Harassment, Including Sexual Harassment (Appendix C), and each agrees to abide by the terms of Appendix C.
CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW § 139(L) REGARDING SEXUAL HARASSMENT POLICY AND ANNUAL TRAINING
“By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.”
NON-COLLUSIVE BIDDING CERTIFICATION
“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: <ol style="list-style-type: none"> 1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other competitor; 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, to any other competitor; and 3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.”
CONTRACTOR’S ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF OSC EXECUTIVE ORDER ON PROCUREMENT INTEGRITY
The Contractor and the person signing on behalf of the Contractor acknowledge receipt of the OSC Executive Order on Procurement Integrity and OSC Procurement Integrity Procedures (Appendix D). By submission of this bid, the Contractor and the person signing on behalf of the Contractor each affirms, under penalty of perjury, that they understand and will comply with the terms of Appendix D.

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

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

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

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

October 24, 2023

APPENDIX F

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

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

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

Yes

No

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

Yes

No

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

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

Signature

Printed or Typed Name

Title

Procurement Number

Date

August 15, 2014