Office of the New York State Attorney General Letitia James

Budget and Fiscal Management

Bid Number: 25-009	**Bid Issued: March 2, 2026**
Bid Description: Intranet Packaged Solution	**Bid Due Date and Time*: ~~April 9, 2026~~ A ril 27 202 by 5:00 PM EST**

Submittal Timeline:
The Bidder is responsible for ensuring timely proposal submission and should pay strict attention to the due dates and times on this cover page to prevent disqualification. Late proposals will not be accepted. Failure to respond or meet the bid due date and time of this RFP will be considered a "no bid" or "late bid".

Submission of Questions: March 17, 2026 by 12:00 PM EST
All questions and clarification requests must cite the page, section, and paragraph number, where applicable. Questions and/or clarification requests will only be accepted via e-mail and in writing and should be submitted to the following e-mail address: purchase@ag.ny.gov with the subject line of "Questions for Intranet Packaged Solution RFP 25-009 from [insert name of bidder or organization]".

OAG Issuance of Answers: ~~March 24, 2026~~ A ril 202 by 5:00 PM EST
Official answers to questions will be provided via addendum and posted to the OAG website - https://ag.ny.gov/resources/government-organizations/contract-procurement-opportunities/request-proposals and the New York State Contract Reporter - https://www.nyscr.ny.gov/ .
***Proposal Submissions** must be received by OAG prior to the bid due date and time AND submitted via e-mail to purchase@ag.ny.gov with the subject line "Proposal for from [insert name of bidder or organization]".

Contract Start Date: Upon Office of the State Comptroller (OSC) Approval

In compliance with Procurement Lobbying Law, contacting anyone other than designated herein may result in rejection of Application. **Primary Designated Contact**: James Busta Contract Management Specialist Budget and Fiscal Management Bureau Office of the New York State Attorney General State Capitol Albany, New York 12224-0341 Telephone: (518) 776-2112 E-Mail: purchase@ag.ny.gov	In the event the **Primary** designated contact is not available, the **alternate** designated contact is: Christopher Reksc Contract Management Specialist 2 Budget and Fiscal Management Bureau Office of the New York State Attorney General State Capitol Albany, New York 12224-0341 Telephone: (518) 776-2138 E-Mail: purchase@ag.ny.gov

NYS CONTRACT REPORTER Bidders must register with the New York State Contract Reporter (NYSCR) at https://www.nyscr.ny.gov/ to receive notifications about this Solicitation. Navigate to the "I want to find contracts to bid on" page to register for your free account. To receive e-mail notifications regarding updates to the content or status of a particular ad, you must "bookmark the ad" on the upper right-hand side of the ad, then return to your Account, view your list of bookmarked ads, and then select "send me notification updates" option listed to the right of the ad.

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SECTION 1 OVERVIEW

1.1. AGENCY BACKGROUND INFORMATION

As head of the Department of Law, the Attorney General is both the People's Lawyer and the state's chief legal officer. The Attorney General serves as the guardian of the legal rights of the people of New York, its organizations, and its natural resources. As the state's chief legal counsel, the Attorney General advises the executive branch of state government, and defends actions and proceedings on behalf of the state.

The Attorney General serves the public interest of all New Yorkers in matters affecting their daily lives, enforcing laws to protect consumers, tenants, patients, workers, investors, and charitable donors. The office coordinates statewide civil and criminal investigations, promoting economic and social justice, encouraging harm-reducing public health strategies, and preserving the state's environment.

While the Attorney General acts independently of the Governor, the Governor or a state agency may request the Attorney General to undertake specific criminal investigations and prosecutions. The Attorney General's authority also includes the activities and investigations of the Organized Crime Task Force and Medicaid Fraud Control Unit.

The office employs over 1,700 staff, including investigators, analysts, scientists, forensic accountants, legal assistants and support staff, and over 700 assistant attorneys general, serving in over two dozen locations across New York state.

1.2 PURPOSE OF REQUEST FOR PROPOSALS

The Office of the New York State Attorney General (OAG) is issuing this Request for Proposals (RFP) to seek proposals from responsive and responsible Contractors, who can demonstrate that they possess the organizational, functional and technical capabilities to implement a large-scale Intranet Packaged solution (employee experience portal) at OAG (agency). The goal is to select a qualified vendor that a) either through direct sale or as an authorized reseller offers a product platform and corresponding licensing which meets our stated requirements and b) offers system design, development, implementation, and change management services to configure and deploy an intranet packaged solution (employee experience portal) at the agency as part of their submission in response to this RFP. A comprehensive Intranet Packaged Solution will modernize agency's intranet with capabilities including but not limited to:

a) User-centered accessible and responsive design
b) Seamless integration with OAG and 3rd party API driven platforms

c) Collaborative tools
d) Intuitive navigation
e) Robust security features
f) Analytics and feedback
g) Scalability and flexibility

1.3 CURRENT ENVIRONMENT

OAG currently utilizes two environments to serve as the combined agency "intranet" – a static website, built on a LAMP stack, which was created in the late 1990s and is a repository of old documents; the "dynamic" site is built on an outdated version of Drupal (Drupal 8) which uses unsupported modules for functionality. Cross reference links between the two maintain an appearance of cohesion, but the visual and capability constraints are evident.

The modernized and consolidated Intranet packaged solution/employee experience portal will provide a service and information-oriented portal that prioritizes information based on role, enables workflows, and serves as a starting point for access to various systems and information and as a collaboration/engagement center.

1.4 OBJECTIVES

The OAG is seeking to replace the legacy intranet solution with a modern employee experience portal that will allow for user centered design, personalization based on user role, improved search and navigation, and collaborative tools. The OAG expects the Contractor to propose and provide the platform and perform the related professional services (including but not limited to system design, development, implementation, change management for adoption, knowledge transfer, and support while ensuring alignment with established OAG technical standards where applicable) in a timely and professional manner. Services should be provided by experienced Intranet Packaged Solution experts who have successfully implemented the proposed solution(s) with other government entities with similar size, requirements, and scope of services.

SECTION 2 QUALIFICATIONS, SCOPE OF WORK AND SERVICES

2.1 MINIMUM BIDDER QUALIFICATIONS

An entity or company in existence for fewer than five (5) years is eligible to submit a proposal if key personnel on the proposal team have the minimum required experience. Contractors who do not meet this requirement are not eligible to submit a proposal. Additionally, the Contractors:

2.1.1 Must have a minimum of five (5) years' experience providing services for products like those described in the Section 2.3 Scope of Work.

2.1.2 Must have completed, at a minimum, two fully operational system implementations of similar or larger size and scope within the last six (6) years.

2.1.3 Must demonstrate strong relevant and successful experience in providing similar services/solutions to similar government organizations, as evidenced by client qualifications and references. Contractors must provide at least 3 references (also see Section 2.2 below) for the work completed with similar requirements as those described in this RFP (Section 2.3).

2.1.4 Minimum Bidder Staffing Qualifications

2.1.4.1 Project Manager must possess at least four (4) years of experience managing projects throughout the project management lifecycle.

2.1.4.2 Functional Lead or Solution Analyst must have four (4) years business analyst experience working on projects in an environment similar in size to the OAG.

2.1.4.3 Functional Lead or Solution Analyst must have four (4) years of experience with the proposed technology for document/Content management and storage.

2.1.4.4 Functional Lead or Solution Analyst must have four (4) years of experience with automated workflows and monitoring using Power Automate.

2.1.4.5 Technical Lead must have five (5) years leading large scale projects with organizations similar in size to the OAG.

2.1.4.6 Technical Lead must have four (4) years of experience with designing application environments including architecture diagrams, data flow diagrams and designing and implementing integrations between the new employee experience portal/IPS and multiple applications and/or services.

2.1.4.7 Technical Lead or Senior Developer must have four (4) years of experience with similar intranet packaged solutions as described in section 2.3.1 of the RFP. This includes experience with configuration, setup, security setup and API calls to other applications or services.

2.2 REFERENCES

All bidders must provide a minimum of three (3) references. References shall be commercial, institutional, and/or governmental accounts and should demonstrate the ability of the contractor to perform jobs similar in scope to the size, nature and complexity of the outlined bid. **Bidders shall use the Reference Form provided in this solicitation – Attachment C.**

2.3 SCOPE OF WORK

The scope of the OAG intranet modernization project is the delivery of a fully functional OAG Employee Experience Portal, or Intranet Packaged Solution (IPS), a unified platform that modernizes internal communications, collaboration, and content management by integrating traditional intranet features with advanced capabilities that meet all requirements of this RFP and OAG's future state vision:

- Optimized information access, including, but not limited to:
    - Intelligent search and user-centric navigation with clear structure and user journeys for seamless resource access
    - Standardized and centralized content management with automated notifications for a self-sustaining platform
- Secure tailored Mobile app/remote intranet access without reliance on physical office network connection
- Tailored employee experience, including, but not limited to:
    - A centralized hub primary entry point intranet for resources, materials, and task checklists
    - Personalized content relevant to employee functions, supported by integrated insights and timely reminders
    - Digitized and integrated forms with backend workflows for improved tracking and submission
- Enhanced communication and collaboration, including, but not limited to:
    - Platform for agency-wide interaction, knowledge sharing, and skill-based colleague search with a shared contact database
    - Standardized communication and planning, clear guidelines for communication channels and shared calendars
- Analytical capabilities to collect content engagement and usage metrics

- Grounded in technologies and platforms that can be supported and maintained by OAG IT with minimal long-term reliance on vendors for maintenance, enhancement and support

2.3.1 Solution Requirements

The Contractor should explain the nature of their overall solution and why it should be compelling to OAG. Include in the proposal sufficient details explaining their ability to meet each of the functional, technical, and operational needs described in the RFP and RTM. Contractors may also include additional functionality or features in their proposal that would benefit OAG, even if not expressly requested in the RFP.

2.3.2 Business Requirements

Contractors must describe the key functional capabilities of their solution as they will be implemented for OAG. This should explain why the proposed functionality is compelling and represents an optimal fit for OAG, especially about achieving OAG's goal of a centralized employee hub. Furthermore, beyond information Contractors choose to share about their solution, detailed descriptions in the areas indicated by the sub-sections below must be provided.

2.3.3 Workflow and Forms

Workflows and forms functionality to capture information and requests from users, route them, and to act on them. OAG would like to utilize the new solution's Workflow and Forms capabilities to efficiently digitize processes and automate administrative tasks, moving away from manual PDF forms and email requests to enable staff self-service for common actions like travel requests, expense reconciliation, and new hire documentation. Proposals should include addressing, at minimum:

- Capabilities for configurable workflows for approvals, reviews, and task routing across departments, such as automatically routing forms to the designated managers
- Automating administrative tasks, such as distributing forms and information to new hires
- Enabling the creation and submission of digital forms with validation and routing
- The ability of business users to build and manage forms and workflows

2.3.4 Community and Collaboration

Community and collaboration features that help facilitate unifying staff across all locations and bureaus, foster agency-wide interaction and knowledge sharing, transforming the intranet into a connected agency hub. For instance, enabling staff, such as a new attorney, to quickly identify and consult with colleagues in other bureaus who possess specific skills or experience relevant to their current case or legal area. The intranet solution should also help drive digital

community engagement, peer networking, and workplace-related social experiences. Proposals should include addressing, at minimum:

- Facilitating peer networking to help OAG staff find colleagues with specific skills or experience through a centralized contact management interface
- Fostering a culture of knowledge sharing and innovation with discussion tools for improvement suggestions
- Social media-like features and peer recognition tools

2.3.5 Content Management

The intranet solution should provide functionality to create, organize, and manage platform-native content such as news, announcements, and portal pages. It should not duplicate enterprise content management capabilities already provided by OAG's ECM solution. Instead, the intranet must support integration with the ECM platform to enable seamless access to authoritative documents without storing or managing them within the intranet itself.

Key expectations include:

- Ability to manage and publish portal-native content (e.g., announcements, internal updates) with version control and governance for accuracy.
- Integration points to OAG's ECM solution for document retrieval, ensuring staff access the most current and authoritative files.
- Role-based permissions for creating and viewing intranet content.
- Modular page layouts and visual elements to enhance usability.

This approach is preferred to ensure the intranet serves as a communication and engagement hub, while ECM remains the system of record for document management.

2.3.6 Analytics and Insights

Analytics and Insights collects and visualizes data on user activity, usage, and organizational knowledge to optimize the platform and drive engagement. For example, OAG wants to be able to track user journeys and understand what parts of the intranet work well as compared to areas that are not resonating with staff and could be improved. Proposals should include addressing, at minimum:

- Providing tools to track and report on user activity, content views, and engagement trends
- Analyzing user navigation paths ("clicks story") to identify friction points and optimize the user experience
- Measuring the effectiveness of campaigns and announcements (editorial analytics) to guide updates and archiving efforts
- Establishing a mechanism for collecting user feedback

2.3.7 Personalization and Communications

Functionality that provides targeted digital and dynamic personalization and communications experiences to staff based on their role, needs and interests. For example, providing a personalized dashboard to every staff member, that highlights specific resources most relevant to them like new hire documentation, bureau-specific announcements, and mandatory training reminders via multiple channels. Proposals should include addressing, at minimum:

- Delivering a personalized dashboard or homepage with relevant content, updates, and shortcuts based on user profile and activity
- Contextualizing information feed to the individual user, showing information of interest from their groups, workspaces, or prescribed agency feeds
- Supporting a crucial role-based view functionality (e.g., manager view), ensuring people see content relevant to their specific duties and organizational unit
- Enabling users to customize the portal interface and designate personalized quick links lists to frequently used tools and information
- Featuring a news feed on recent portal activity, displaying new content, new members, and activity entries hyperlinked to the respective entities
- Providing an organizational calendar that tracks all relevant dates, including organization events
- Allowing users to receive alerts on new activities or changes in various platform sections (e.g., workspaces, document libraries, discussion forums)
- Providing a centralized source for official communications such as all-office notices or newsletters
- Ability to consolidate and present “to do”/tasks pending and/or a user’s open service requests from multiple systems in a consolidated panel for users
- The ability for the intranet to serve as a central, accessible hub for all organizational announcements, supporting both personalized experiences and consistent communication

2.3.8 Search and Navigation

Search and navigation features that provide intelligent retrieval and intuitive ways to navigate content. In particular, supporting the specialized needs of OAG staff, particularly those working on cases, to locate and access relevant information, content and documents like the most current legal templates. Proposals should include addressing, at minimum:

- Providing a comprehensive and intuitive search facility featuring an easy search option on every page
- Enhancing search functions to prioritize the most relevant and up-to-date content in results
- Offering additional search criteria aligned with available metadata and a layered taxonomy to refine results

- Supporting AI-enhanced search capabilities that can deliver context-aware, predictive, and personalized results across content, documents, and media
- Enabling information retrievals include AI-based synthesis and summation of information
- Providing intuitive navigation structures tailored to user roles and preferences, utilizing clear section labels
- Supporting archivable searching to allow users to view older versions of policies or documents

2.3.8.1 Platform and User Support

Platform and user support capabilities provide the foundation for a robust and scalable system that can be easily maintained in-house post-implementation and integrated with existing OAG technologies. Proposals should include addressing, at minimum:

- Detailed information on self-service platform and user support
- Maintaining a help section with frequently asked questions (FAQ) and problem solving or equivalent

2.3.8.2 Technical Requirements

Contractors must provide a solution architecture that achieves OAG' goal of implementing a modern solution built on leading technology. Contractors are encouraged to use a combination of content types (e.g., text, tables, diagrams) to effectively communicate all material concepts and details. OAG's technical goals for the new intranet solution include:

- Minimizing OAG-specific customizations as much as possible
- A solution that can be managed by OAG IT staff with minimal vendor dependencies
- Security inherent within the solution's architecture

As part of providing comprehensive information on the technical aspect of the solution, proposals must address the topics (i.e., subsections) herein.

2.3.8.3 Integration

The proposed solution's integration capabilities are expected to be flexible, extensible, and robust, effectively facilitating integration between different widely used commercial software in use at OAG as well as bespoke OAG systems. Proposals should include addressing, at minimum:

- An inventory of the integrations that comprise the solution with key details (e.g., source, target, integration method, new integration or leveraging existing integration, etc.)
- Detailed information on all proposed integration technologies and the specific ways in which such technologies will operate in the proposed solution

- The degree the solution employs commonly accepted, well-understood, standards-based protocols
- Supporting integration with core OAG systems like HRIS, CRM, ERP, myOAG, ServiceNow and legal research platforms via APIs or connectors
- Enabling integration and provides prebuilt connectors for MS 365 Office products and productivity tools and ensuring SSO profile alignment for key employee attributes

2.3.8.4 Content and Data Management

The technical elements of how data and content are organized, managed, stored, and retrieved efficiently. The types of content that expect to be converted and migrated include:

- Legal resources, such as unindexed decisions and various legal document templates
- PDF-based forms (like temp requests, address changes, and travel documents) that should be converted into digitized forms
- Past all-office notices and newsletters
- Training and educational materials, such as content related to trainings, continuing legal education (CLEs), and new employee resources
- Page content

Proposals should include addressing, at minimum:

- Details on the solution's centralized document repository, residing within the solution itself or via integration to OAG's ECM
- Details on historical and version control of content and data

2.3.8.5 Security and Access Controls

OAG seeks a solution with comprehensive security and access controls. For example, granular level controls to limit access to content and platform features at a user-level. Proposals should include addressing, at minimum:

- Details on the granularity of permissions and how they can be applied across the solution, such as accessing features, data and content permissions
- The granularity and capabilities of audit trail
- The application of security methods, such as multi-factor authentication for user accounts
- Leveraging Microsoft Entra ID for Single Sign-On (SSO) to manage network and portal access via RBAC
- Secure access to development environments and related infrastructure
- Support effective application of information security (e.g., encryption) throughout information architecture
- Alignment to industry standards

2.3.8.6 Compliance

The solution must demonstrate compliance with industry standards and appropriate regulations. Contractors must explain the solution's levels of compliance in their proposal, for instance:

- Compliance with Web Content Accessibility Guidelines (WCAG 2.1) standards. Accessibility support includes compliance with screen readers and keyboard navigation
- Compliance with Section 508 of the Rehabilitation Act and industry standards for graphics, design, speed, reliability, and security
- Government client-oriented compliance options, such as FedRAMP moderate equivalent, SOC 2 Type II audit compliance, FIPS 140-2 aligned encryption at rest

2.3.9 Implementation Plan

Contractors are to provide a detailed implementation plan, including information about how the project will be managed and the software development life cycle methodologies that will be employed.

It is anticipated that the selected Contractor's approach and services will be grounded in industry standards, such as Systems Development Life Cycle (SDLC) and project management. In doing so, the Contractor will be responsible for the work efforts as described in this section. In addition, the Contractor will be responsible for managing the intranet modernization project, communications with OAG, and providing reports as required by OAG. The Contractor must provide estimates for all contractor responsibilities covering all project areas.

2.3.9.1 Project Management

Contractors shall be responsible for providing comprehensive project management services designed to manage the successful implementation of the project. Project management should be tailored to OAG, value-added, pro-active, collaborative, and transparent, and should ensure exceptional delivery quality throughout the entire project, both for formal deliverables and with everyday work. Proposals should include addressing, at minimum:

- Project management practices to be employed
- Use of project management tools
- Project plan and schedule management (see below)
- Risk and issues management (see below)
- Project reporting and metrics

2.3.9.2 Project Plan and Schedule Management

Contractors should include a project plan in their proposal and describe how the project schedule will be managed, including addressing, at minimum:

- How the project plan was developed and its key elements (e.g., work breakdown structure, dependencies, critical path)
- Why the project plan is a proven plan (i.e., realistic and feasible)
- Alignment of the project plan to project staffing and resourcing (Section 2.3.)
- Nature of OAG involvement incorporated into the project plan
- How the schedule will be managed and the project plan kept on track without sacrificing scope or quality

2.3.9.3 Risk and Issues Management

Risk and issue management will be a top priority for OAG throughout implementation. For the purposes of the project, risks and issues are generally defined as follows:

- Risks — adverse events that may occur, and may affect one or more objectives, or outcomes of the project in the future
- Issues — adverse events or circumstances that are occurring or have occurred and are currently affecting one or more objectives or outcomes of the project. Issues may or may not be related to a previously identified risk

OAG is interested in understanding how Contractors propose to actively identify, manage, and mitigate project risks in a way that ensures early risk detection and maximum opportunities for effective remediation.

Regarding issues, OAG expects the selected Contractor to effectively manage all project issues to resolution, including accurately measuring their impact to the project, and determining in a timely manner reasonable options to address and resolve the issue. In addition to explaining how issues will be managed and resolved, Contractors are encouraged to discuss in their response specific details and examples around their track record of identifying and resolving issues with minimal, if any, impact to the project's critical path.

2.3.9.4 Requirements Validation

To ensure a clear and mutual understanding of project objectives and deliverables, and to confirm alignment between OAG and the selected Contractor from the outset, the selected Contractor will be expected to validate project requirements early in the implementation phase. This process is essential to mitigate risks of miscommunication. Proposals should include addressing, at minimum:

- How requirements will be confirmed with OAG
- The development of use cases in collaboration with OAG to accompany requirements
- Whether or not in the RFP package the Contractor sees any significant gaps or potential challenges with the requirements provided (e.g., RTM), and if so the Contractor's proposed approach to resolve those items. Contractors are expected to affirmatively state this either way

2.3.9.5 Design

Proposals should clearly describe their approach to the design phase. Proposals should include addressing, at minimum:

- The extent design will be user-centric
- The extent an iterative design approach that incorporates demonstrations of design elements in the product will be possible
- Use of visual aids and interactive approaches to facilitate participation of OAG stakeholders during design
- Effectively including a wide set of OAG stakeholders in design
- The ways design will be validated to ensure OAG stakeholders fully understand the design and have ample opportunity to provide comments and feedback on design

2.3.9.6 Configuration and Development

Contractors should clearly articulate how the solution will be configured and developed. Proposals should include addressing, at minimum:

- An overview of the extent the proposed solution would be configured, customized, required integration with third party software or will meet OAG needs out of the box (aligned to the Contractor's responses to the RTM)
- The degree OAG staff need to be involved in configuration and development, and the nature of that involvement
- Configuration and development reporting and metrics

2.3.9.7 Testing

The Intranet solution must be thoroughly and comprehensively tested before deployment. The selected Contractor will be responsible and accountable for testing. Proposals should include addressing, at minimum:

- The scope of the testing that will be performed. Such as if core IPS product features will be tested, or just the OAG-specific configurations and customizations
- The types of testing that will be performed. For instance, unit testing, systems integration testing, interface and integration testing, user acceptance testing (see below)
- The creation of test scripts
- The testing cycles that will be performed and managed.
- Entry and exit criteria
- The use of testing tools
- The extent testing will be automated versus manual
- Testing reporting and metrics

2.3.9.8 User Acceptance Testing (UAT)

OAG envisions performing UAT under the guidance, and with the support, of the selected Contractor. It is anticipated that UAT will be conducted with a wide range of stakeholders from across OAG. Proposals should include addressing, at minimum:

- UAT parameters
- Development of UAT scripts
- Contractor plan to facilitate and support UAT
- Creating and managing defects identified by OAG staff during UAT
- Resolution of any concerns of OAG staff during UAT prior to go-live

2.3.9.9 Content and Data Migration

The selected Contractor will be responsible for planning and ensuring the successful migration, and any required conversions, of all OAG's legacy intranet content and data to the new solution. Proposals should include addressing, at minimum:

- An assessment of the current data and data architecture to successfully prepare for data conversation and content migration
- The content and data migration approaches and methods to be used
- Any technologies or tools that will be used to support the migration of content and data
- The security controls that will be implemented to secure and otherwise prevent unauthorized access to OAG data that is being worked on as part of content and data migration efforts

2.3.9.10 Organizational Change Management

The selected Contractor will be responsible for creating and implementing a OCM plan that is specifically tailored to OAG. This plan should be designed to ensure transition to the new solution is as seamless as possible for OAG staff. Proposals should include addressing, at minimum:

- The actionable OCM activities that will enhance OAG organizational readiness to implement and utilize the proposed solution
- The degree OCM will be a "hands-on" approach
- When OCM activities will occur during the implementation
- How the Contractor will work with OAG to plan, manage and carry out OCM activities, with sample artifacts, post go-live adoption metrics, and weekly OCM reporting
- How the OCM plan will help OAG maximize the realization of benefits from the proposed solution
- The degree OCM will be based on industry frameworks, practices and methodologies

2.3.9.11 Training

As part of the Organizational Change Management (OCM) strategy, the Contractor shall be responsible for delivering comprehensive training to OAG staff who will serve as end-users of the solution. Proposals must, at a minimum, address the following:

- **Customization of Training Materials**: Develop and tailor training content to align with the specific roles, responsibilities, and functional needs of OAG end-users to ensure relevance and effectiveness.
- **Training Delivery Methods**: Outline the instructional approaches to be employed, such as instructor-led sessions, virtual workshops, self-paced online modules, or blended learning formats, with rationale for each.
- **Ongoing Support and Reinforcement**: Describe the availability of supplemental resources, such as job aids, FAQs, help desk support, and follow-up training sessions, to promote sustained user adoption and proficiency.

2.3.9.12 Knowledge Transfer

As part of OCM, the Contractor is expected to provide knowledge transfer to OAG IT staff. Proposals should include addressing, at minimum:

- The extent knowledge transfer can occur during implementation and not only at go-live or post-go-live
- What knowledge transfer methods will be used (e.g., coaching)
- Additional support resources as needed to facilitate successful knowledge transfer

2.3.9.13 Hypercare

Hypercare services provide intense post-production support, remediation of critical defects, support management that help OAG users adjust to the new solution and new ways of working and will be set up to address issues rapidly as they arise.

- The selected Contractor will be required to provide 30 days of hypercare services, which will begin upon OAG agreeing that the complete solution has been placed into production.
- Contractors should describe the hypercare services they will provide in their proposal

2.3.9.14 Solution Technology Management

The selected Contractor will be responsible for setting up, managing and maintaining the solution technologies and products throughout the implementation, including hypercare. This applies to, but is not limited to, upgrades and patching to keep the solution technology current

in a manner that does not delay the implementation timeline. The selected Contractor will coordinate with OAG IT on such activities. Proposals should include addressing, at minimum:

- Any exclusions, such as the management and maintenance of existing OAG intranet-related applications
- Business and project continuity, in the event there is a disruption to the solution technologies during the course of implementation or hypercare

2.3.9.15 Warranty

Contractors must provide OAG a one (1) year warranty on the solution once implemented. Proposals must describe the warranty that will be provided and must be clear about any exclusions or limitations.

2.3.9.16 Post-Implementation Support

Contractors must offer OAG comprehensive post-implementation support services, provided once the complete solution is accepted by OAG and is in production. Proposals should:

- Describe any post-implementation support services included at no additional cost to OAG (e.g., part of licensing costs)
- Propose two (2) years of post-implementation support services that OAG can ***optionally*** utilize at a fixed monthly cost (cost information should be provided in cost proposal only). If optioned, OAG will have the right to purchase any number of months of post-implementation services it needs, and not necessarily for the full two years
- Propose a model for ad-hoc post-implementation support services that OAG can ***optionally*** utilize on a case-by-case basis
- Explain how the above relates to the warranty (i.e., post-implementation support should not provide services already included in the warranty for additional cost)

2.3.9.17 Project Staffing

Include in the proposal a comprehensive project staffing and resource management plan. Evaluation of project staffing and resource management will include, but is not limited to, consideration of the overall proposed staffing and resource management plan, the named individuals, as well as the commitments the Contractor is willing to make regarding the minimum standards of unnamed individuals that would be assigned to the project.

Contractors must provide information in their proposal about every role they will staff on the project. This includes providing information such as the role's responsibilities, how the role is staffed, and the role's minimum level of experience and qualifications, and assignment details. In particular, OAG is interested in how Contractors demonstrate their level of commitment to provide quality staffing for the project, including, but not limited to, the degree to which proven individuals with demonstrated success working on modernization projects, especially in

environments similar to OAG. When describing project staffing, the following terms are defined:

- **On-Site:** Contractor staff based in the United States that will spend 75% or more of their project working time at an OAG office
- **Off-Site:** Contractor staff based in the United States that will spend 75% or more of their project working time at a Contractor location or working remotely
- **Full-Time:** Contractor staff assigned full-time and exclusively to the project
- **Part-Time:** Contractor staff either not exclusively assigned to the project or not working full-time on the project

2.3.9.18 Project Organization

Contractors must include in their proposal a project organization chart, clearly depicting roles, work location (on-site, off-site), assignments and subcontractors, and descriptions. Contractors should explain the reason behind their proposed project organization in their proposal. This should include discussing the degree to which the Contractor has used similar project organization structures to successfully deliver other comparable projects. All work must be performed in the continental United States.

2.3.9.19 Key Personnel

All proposals must include the following named key personnel. A résumé or relevant qualifications must be provided for all proposed personnel fulfilling these roles. These are not to be representative resumes and must be for the individuals that the Contractor is committing to staff on the project if awarded. The below are the minimum roles the contractor must assign and may not be representative of all the roles/personnel required to ensure a successful project. Those additional roles and corresponding resumes must be submitted with the proposal.

Table 1. Key Personnel Roles

Role	Description
Delivery Quality Lead	The Delivery Quality Lead must be a senior executive within the Contractor's company who will be responsible for all aspects of the project and its delivery. This individual must be authorized and empowered to make commitments to OAG relating to the project, the vendor's scope of activities and all contracts.
Project Manager	The Project Manager will be the vendor's primary resource responsible for the day-to-day management of the project, including coordinating all project resources and ensuring such resources perform efficiently, optimally and produce acceptable work product at all times. The Project Manager is also responsible for ensuring all project documentation is managed, maintained, and kept current.

Role	Description
Functional Lead	The Functional Lead will be the lead functional resource focused on the delivery of all aspects of the project's business and functional aspects for the solution (e.g., ensuring business requirements are met).
Technical Lead	The Technical Lead will be the lead technical resource focused on managing the delivery of all technical project aspects (architecture, hardware, software, infrastructure, etc.).

2.4 DELIVERABLES

The awarded contractor shall deliver all necessary implementation services to customize the solution in alignment with the requirements outlined in Section , including the deliverables below. Each proposal should address the Contractor's plans for required deliverables.

Table 2. Required Deliverables

Scope	ID	Deliverable
Project Management	D.PM01	Project Management Plan
	D.PM02	Project Work Plan and Schedule
	D.PM03	Risk Management Plan
	D.PM04	Risk and Issues Report and Tracking
	D.PM05	Project Communications Plan
	D.PM06	Weekly Status Reports
Config	D.RV01	Validated Requirements
	D.RV02	Validated Use Cases (developed in collaboration with OAG)
	D.RV03	Bill of Materials
	D.RV04	Functional Specifications
	D.RV05	Technical Specifications
Design	D.DS01	Configuration Plan
	D.DS02	Detailed Technical Design
	D.DS03	Interface Design and Specifications
	D.DS04	Integration Design and Specifications
	D.DS05	Dashboard and Reporting Design and Specifications
	D.DS06	Security and Access Design and Specifications
	D.DS07	Metadata and Data Dictionary
Configuration and Development	D.CD01	Configuration and Development Plan
	D.CD02	Standard Operating Procedures and Runbooks
Content and Data Migration	D.DM01	Content and Data Migration Plan
	D.DM02	Current Content and Data Assessment
Testing	D.TS01	Testing Plan
	D.TS02	Test Scripts
	D.TS03	Testing Progress and Defect Report

Scope	ID	Deliverable
	D.TS04	Testing Validation Report
Organization Change Management	D.CM01	Organization Change Management Plan
	D.CM02	End-User Training Materials including Training Support Resources - Job aids, FAQs, and help desk protocols
	D.CM03	Role-Based Training Guides
	D.CM04	Training Completion Reports
	D.CM05	User Adoption Metrics
	D.CM06	Knowledge Transfer Documentation
Hypercare	D.HC01	Release Notes
	D.HC02	Hypercare Completion Validation Report
	D.HC03	Defect remediation summaries
	D.HC04	Hypercare transition plan

2.5 MEETINGS AND COMMUNICATIONS PLAN

As mutually agreed upon between the OAG and Awarded Contractor, meetings may be scheduled via teleconference/videoconference or in-person. Ad hoc meetings may occur, as necessary. Awarded Contractor must maintain communications to address issues that arise between meetings or progress reports. A limited number of in-person meetings (not to exceed 20) may be expected and required.

- Scheduled meetings:
  a. Project kickoff; and
  b. Weekly status meeting with project owners & leadership.

- Communication plan:
  a. All communications to occur over the OAG email and Teams;
  b. Agenda and meeting minutes distributed over email to all invitees; and
  c. Meeting notes and work products are saved in the project SharePoint/Teams space.

SECTION 3 EVALUATION PROCEDURE AND CRITERIA

The evaluation process will be conducted in a comprehensive and impartial manner. The Technical Proposal will be weighted at 70%, and the Financial Proposal will be weighted at 30%. There will be no points awarded to the Administrative Proposal.

3.1 ADMINISTRATIVE PROPOSAL SCREENING (PASS/FAIL)

There are no points awarded to the Administrative Proposals. Bidders will have their Mandatory Administrative Proposal screened for completeness and conformance with the RFP requirements. Proposals that do not meet the

RFP requirements may be deemed non-responsive. Proposals that do not meet the Administrative Proposal requirements as set forth in this RFP may be deemed non-responsive and given no further consideration. Responsive bids will include all the completed documents as requested in Section 4 Proposal Submission.

3.2 CONTRACTOR EXPERIENCE / CONTRACTOR STAFFING EXPERIENCE (PASS/FAIL)

The OAG will review Contractor and staffing experience outline in sections 2.1 and 2.14 on a pass/fail basis. Proposals that meet the minimum qualifications will move on the technical scoring evaluation.

3.3 TECHNICAL CRITERIA (70 POINTS)

Proposals meeting the requirements of the Administrative Screening shall proceed to the Technical Proposal Evaluation. A technical evaluation team, comprised of OAG employees, will subsequently evaluate, and score each responsive proposal for items listed below. Proposals shall be evaluated on the overall understanding of the scope of work and meeting the requirements of the RFP.

3.3.1 Contractor Experience and Qualifications (10 Points)

Evaluation will include evidence of past performance, quality of past work (sample engagements), references, sample workflows, timelines and other related items.

3.3.2 Project Staffing (10 Points)

The quality of Contractor project staffing and staffing plan, including key personnel.

3.3.3 Strategy and Project Plan (35 Points)

The quality of the proposed strategic approach to project management and proposed project phases with milestone and timelines.

3.3.4 High-Level Solution (15 Points)

Technical approach & security and training organizational change management & ongoing support.

3.4 FINANCIAL CRITERIA (30 POINTS)

The OAG BFMB will evaluate all cost proposals from responsive proposers. The cost proposal with the lowest grand total will be awarded the maximum financial criteria of thirty (30) points. Remaining financial proposals will receive a proportional number of points based upon the ratio of the proposal's grand total to the lowest Total Project Cost according to the following formula: (Lowest Grand Total/ Lowest Grand Total being Evaluated) x 30 = Financial Component Score.

3.5 COMPREHENSIVE PROPOSAL SCORE

The OAG will arrive at a "comprehensive proposal score" by totaling all points from the evaluation process. If the OAG determines presentations are not necessary, the bidder which has the highest comprehensive score will receive a tentative award and be classified the bidder which is best qualified and provides the best value to render the services to the OAG. If the OAG determined presentations are necessary, the OAG will proceed with the steps in section 3.5.

3.6 PRESENTATIONS

The OAG reserves the right to request Bidders to make presentations as the OAG deems applicable and appropriate. Although presentations may be conducted with Bidders submitting acceptable proposals, the OAG reserves the right to proceed with the award of the contract based on proposals received, without requesting any presentations. Therefore, the Bidder's proposal should contain well-written and very detailed responses and best pricing.

The top two (2) highest-scoring Bidders may be invited to give presentations to the OAG. The OAG will evaluate the presentations based on the criteria below. If the presentations and proposed solutions meet the OAG's needs, the score will be added to the overall comprehensive proposal score. If neither of the two highest-ranking Bidders pass the presentation evaluation, the OAG will invite the next highest-ranked Bidder for a presentation. This process will continue until a Bidder is selected for award.

Presentation will provide a comprehensive overview and demonstration of the proposed Employee Portal/Intranet Modernization solution. The presenting Bidder should be prepared to explain and demonstrate how the proposed solution, implementation approach, governance model, and platform capabilities meet the requirements of this RFP. Proposing organizations that do not agree to participate in the presentations cannot be further considered for the award of contract. The presentation is a critical opportunity for the Bidder to demonstrate how its solution meets OAG requirements and delivers value.

The presentation should include, at a minimum, the following:

1. Portal Vision and User Experience:

- Demonstration of the proposed employee portal/intranet experience
- Personalization approach (role-based, location-based, audience-based)
- Navigation and search approach
- Mobile and accessibility (WCAG) considerations
- Overall usability and user-centered design approach

2. Information Architecture and Content Model:

- Proposed intranet/portal structure and information architecture
- Content types, templates, and metadata approach
- Taxonomy and search optimization strategy

- Content governance model and ownership framework
- Approach to redundant, obsolete, and trivial (ROT) content reduction

3. Platform and Technical Architecture:

- Proposed platform architecture and major components
- Integration approach with Microsoft 365, identity services, ServiceNow, and other enterprise systems
- Security, privacy, and public-sector compliance considerations
- Hosting/cloud architecture and data residency
- Scalability, performance, and administrative capabilities

4. Implementation Approach and Timeline:

- Phased implementation and rollout strategy
- Migration approach for existing intranet and legacy content
- Change management and user adoption strategy
- Training approach for administrators and content authors
- Key risks and mitigation strategies

5. Governance and Operating Model:

- Roles and responsibilities for portal ownership and management
- Content lifecycle and publishing workflow
- Ongoing support and maintenance model
- Continuous improvement approach
- Metrics, analytics, and success measurement

6. Relevant Experience and Proposed Team

- Experience delivering similar intranet/portal solutions, particularly in government or large organizations
- Demonstrated outcomes and lessons learned
- Proposed project team, roles, and responsibilities
- Availability and qualifications of key staff

The presentation must include live demonstrations of relevant solution capabilities, including administrative and content authoring functionality.

3.7 Tiebreaker

In the event two (2) or more responsive and responsible bidders earn the highest score, the contract shall be awarded to the bidder earning the higher score in the financial proposal.

3.8 Notification of Award

The selected bidders will be electronically notified their submitted proposal has been selected for tentative award and that a contract will be forthcoming for execution. Non-awardees will also be notified that their proposal was not selected for award.

SECTION 4 PROPOSAL SUBMISSION

For the State to evaluate bids fairly and completely, proposers are strongly encouraged to follow the format set forth herein and should provide all the information requested. All items identified in the following list should be provided and addressed as concisely as possible for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid. Proposers are encouraged to include all information that may be deemed pertinent to their proposal.

Note: The OAG reserves the right to request any additional information or clarification deemed necessary to ensure the Proposer can fulfill the requirements of the RFP. Any such information will be considered a formal part of the Proposer's original proposal. All proposals, upon submission to the OAG, shall become OAG property for use as deemed appropriate and shall not be returned.

Bidders are responsible for the accuracy of the Responder Proposals. All bidders are directed to take extreme care in developing their Proposals. Bidders are cautioned to carefully review their Proposals for completeness and accuracy, prior to submission.

4.1 RESPONDER PROPOSAL IS A BINDING OFFER TO THE OAG

The OAG will consider the proposal, which the Responder makes to the OAG, a binding offer for not less than ninety (90) calendar days from the RFP closing date. The OAG may request an extension on the time to award a contract, and the Responder shall have the right to accept or decline such a request. The OAG will consider the signed proposal as an offer by the Responder and such offer shall be judged accepted by the OAG in accordance with all requirements listed below:

4.2 PROPOSAL SUBMITTAL CONTENT

To facilitate analysis of proposals, an interested Bidder must provide the OAG with the information described in each of the subsections below and prepare proposals in accordance with the instructions outlined in this section. The OAG emphasizes that bidders should concentrate on accuracy, completeness, and clarity of content. Technical Proposals must be organized and assembled in the following manner.

The Technical Proposal must clearly demonstrate the Bidder's understanding of the scope of work, deliverables, and functional and technical requirements of the OAG Employee Portal/Intranet Modernization Project. Proposals must be sufficiently detailed to permit evaluation of the Bidder's capability to meet the requirements of this RFP.

Cost information shall not be included in the Technical Proposal.

4.2.1 Attachment A: BIDDER'S RESPONSE COVER PAGE

The Bidder form must be completed in its entirety and the bidder's representative authorized to make contractual obligations must sign the Bidder's Response Cover and Price Proposal Form. By signing the Bidder's Response Cover and Price Proposal Form, **the bidder understands and agrees to all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP and appendices attached herein.**

4.2.2 Attachment B: REFERENCES

All bidders must provide a minimum of three (3) references. See section 2.2. **Bidders shall use the Reference Form provided in this solicitation – Attachment B of the Bidder Response Workbook (excel document)**

4.2.3 EXECUTIVE SUMMARY AND PROJECT UNDERSTANDING:

Provide a concise summary (maximum five (5) pages) demonstrating the Bidder's understanding of OAG's current intranet/portal environment, business drivers, and modernization objectives.

The Executive Summary shall include:

- Understanding of OAG's current intranet environment and challenges
- Understanding of the project goals and desired outcomes, including establishing a centralized employee hub
- Key success factors for a government employee portal modernization initiative
- Major risks and proposed mitigation strategies
- Summary of the proposed solution and implementation approach

4.2.3 CONTRACTOR EXPERIENCE AND QUALIFICATIONS:

Contractors must demonstrate their knowledge and expertise of the environment (e.g., platforms, software, applications, security, network, tools, etc.) for which work is to be performed. Contractors' employees and/or subcontractors must have the appropriate background experience to perform the work required under this Scope of Work.

Contractors shall further have experience handling confidential data in compliance with all applicable data privacy laws.

Contractors must submit a Company Narrative that outlines their experience and expertise in the area of Intranet and Employee Portal packaged solutions including design, implementation, modernization, and customization services.

Contractors shall include the following within the Company Narrative (no more than ten (10) pages):

a. Describe your experience working with organizations in commercial, institutional and/or governmental accounts, including number of years in business, annual sales volume, number of employees, geographic locations, and organizational structure.

b. Sample engagements – please provide two (2) sample engagements of similar scope and complexity, to include client information, both scope and outcome of project completed within the last three (3) years. Sample engagements must be intranet, employee portal, or digital workplace modernization implementations of comparable size and complexity. Sample engagements shall be no more than four (4) pages (these pages are not counted toward the ten (10) pages for the bidder narrative). Key personnel resumes illustrating the qualifications of each individual to perform the services described in this Scope of Work including design, implementation and/or customization of portal solutions.

c. Detail your experience supporting clients of similar size, organizational structure, and multi-location environments, including public sector or highly regulated organizations.

d. Provide examples of supporting complex organizational hierarchies and distributed workforces. If subcontractors will be utilized, provide examples and qualifications of each subcontracted individual to perform the services described in this Scope of Work.

e. Number of completed intranet or employee portal packaged solution implementations, including Microsoft 365/SharePoint or comparable modern intranet platforms.

f. Average implementation duration and scale for clients similar to the OAG.

g. Description of your implementation methodology for intranet or employee portal modernization, including discovery, design, build, migration, testing, deployment, and adoption phases.

h. Describe your approach to onboarding, organizational change management, communications, and end-user training for enterprise portal or digital workplace initiatives.

i. Share client success stories or metrics demonstrating user adoption, engagement improvement, search effectiveness, or productivity gains resulting from intranet or portal implementations.

j. Describe your experience performing legacy intranet content assessment, information architecture redesign, metadata strategy, and content migration.

4.2.4 PROPOSED SOLUTION FUNCTIONAL AND TECHNICAL RESPONSE

Bidders must provide a detailed description of the proposed solution and clearly demonstrate how the solution meets the functional, business, technical, and operational requirements defined in Section 2.3 – Solution Requirements of this RFP.

The Bidder's response shall be organized to correspond to the Section 2.3 subsections and should address:

- Solution Requirements
- Business Requirements
- Workflow and Forms
- Community and Collaboration
- Content Management
- Analytics and Insights
- Personalization and Communications
- Search and Navigation
- Platform and User Support
- Technical Requirements
- Integration
- Content and Data Management
- Security and Access Controls
- Compliance
- Implementation Plan

In these responses, the bidders should ensure that responses clearly demonstrate:

- *The functional and business capabilities of the proposed business solution*
- *The technical architecture and integration approach*
- *The security and access control, compliance capabilities of the solution.*

Bidders may provide cross-references to other proposal sections but must ensure that all Section 2.3 requirements are clearly addressed.

4.2.5 IMPLEMENTATION APPROACH AND WORK PLAN

Describe the Bidder's approach to implementing the OAG Employee Portal/Intranet Modernization Project, including:

- Implementation lifecycle and phases
- Alignment with OAG deliverables defined in this RFP
- Project governance and reporting structure
- Roles and responsibilities (RACI)
- Risk and issue management approach
- Quality assurance and deliverable acceptance approach
- Coordination with OAG stakeholders and business units

4.2.6 ORGANIZATIONAL CHANGE MANAGEMENT AND ADOPTION

Describe the Bidder's approach to organizational change management and user adoption for the new employee portal, including:

- OCM framework and methodology
- Stakeholder analysis and change impact assessment
- Communications strategy
- Training strategy and delivery methods
- Adoption measurement approach
- Post-deployment sustainment strategy
- Knowledge transfer approach

4.2.7 PROJECT TEAM AND KEY PERSONNEL

Bidders must describe the proposed project team structure and staffing model for delivery of the OAG Employee Portal/Intranet Modernization Project.

The Bidder shall provide:

- A proposed organizational chart illustrating the structure of the project team, including:
    - Reporting relationships
    - Roles and responsibilities
    - Functional areas (e.g., Project Management, Architecture, UX/IA, Development, Migration, OCM, Training, Testing, Deployment)
    - Subcontractor roles (if applicable)
- Identification of all key personnel, including at minimum:
    - Project Manager
    - Solution/Technical Architect
    - UX/Information Architecture Lead
    - Development/Configuration Lead
    - Migration Lead
    - Organizational Change Management Lead

  - Training Lead
  - Testing/QA Lead
  - Deployment/Release Lead
- For each proposed key person:
  - Role and responsibilities on this project
  - Relevant experience on similar intranet/portal implementations
  - Experience in government or regulated environments
  - Years of experience in role
  - Level of commitment (% allocation)
  - Employer (prime or subcontractor)
- Description of how the team structure supports:
  - Project phases and deliverables
  - Collaboration with OAG stakeholders
  - Knowledge transfer to OAG personnel
  - Continuity of resources throughout the project lifecycle

Resumes for key personnel shall be included in an appendix and will not count toward page limitations.

4.2.8 Attachment C - FINANCIAL RESPONSE FORMS

Bidders must submit Attachment C - Deliverable Cost Summary and Deliverable Workbooks 1-8 included in the Bidder Response Workbook (excel document). Bidders must complete deliverable workbooks 1-8, which will autofill the totals on the Deliverable Cost Summary Sheet. No cost information needs to be directly added by the bidders onto the Deliverable Cost Summary Sheet.

4.2.9 ATTACHMENT D - ADMINISTRATIVE FORMS

Bidder must submit all referenced attachments in this section as an administrative requirement . Failure to complete and submit each item listed in this section may result in disqualification of a Responder's Proposal for non-responsiveness.

• Procurement Lobbying Forms

• Vendor Responsibility Questionnaire

• Form A – Awarded Contractor Disclosure Form

• ST-220-CA – Awarded Contractor Certification

• NYS Office of the State Comptroller Substitute W-9 Form

• Gender-Based Violence and the Workplace Certification

• SIGNED ADDENDA (IF ANY, EX. Purchasing Memorandum - Questions & Answers)

Note: Responder must submit all referenced attachments in this section with its proposal submission as an administrative requirement. Failure to complete and submit

each item listed in this section may result in disqualification of a Responder's Proposal for non-responsiveness.

Insurance – Proposers are reminded of the insurance requirements as described in Section 7.8 – Workers' Compensation Requirements. The selected Proposer will be required to provide all necessary documentation upon notification of selection. a. Workers' Compensation Coverage Form (C-105.2, U-26.3, SI-12, GSI-105.2 or WC/DB CE200) b. Disability Benefits Coverage Form (DB 120.1, DB-155, or WC/DB CE-200)

Vendor Responsibility - Proposers are reminded of the requirement as described in Section 7.4 - NYS Vendor Responsibility Questionnaire and are requested to complete the online questionnaire located on the OSC Vender System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last 6 months.

Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

SECTION 5 COMPLIANCE REQUIREMENTS

In performance of the resulting contract, the bidder agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

5.1 BACKGROUND CHECK

The Firm shall be responsible for the background check requirements of any authorized key personnel providing service to the OAG contract. Firm must conduct and document background checks (professional, criminal, financial) on proposed personnel for audit projects. Background checks must be performed prior to the commencement of the audit.

The Firm is responsible for completing background checks and making suitability determinations on its employees prior to the employees beginning work on the OAG contract. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract. OAG shall be provided with a narrative summary of the results of all background checks and reserves the right deem personnel ineligible for work on the audit if OAG determines they are not suitable.

5.1.1 MINIMUM DETERMINATION

At a minimum, the background check and suitability determination must include an evaluation of:

A. Verification that the individual is not listed on a national watched person database. The following link has information about data available https://www.treasury.gov/resource-center/sanctions/SDNList/

Pages/default.aspx. The following link has a PDF file of a list of SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

B. Criminal History checks to be performed either by using a national database that contains criminal histories and supplement this search by checks of NYS Office of Court Administration ("NYSOCA") and comparable searches of states where the person has lived, worked, or attended school during the past 5 years; OR by obtaining the record of convictions from NYSOCA directly and from their equivalents from other states where the person might have lived, worked, or attended school during the last 5 years.

C. DMV driving records.

D. Social Security Number trace.

E. Verification of U.S. citizenship or legal resident status; and

F. Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification).

5.1.2 BACKGROUND CHECK GUIDELINES

In making a suitability determination, the selected Firm shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk to the State:

A. Patterns of conduct (e.g., alcohol/drug abuse, financial irresponsibility/major liabilities, dishonesty, unemployability for negligence or misconduct, criminal conduct).

B. Dishonorable military discharge.

C. Felony and misdemeanor offenses; and

D. Employment related misconduct involving dishonesty, criminal or violent behavior.

5.1.3 ADVERSE INFORMATION

The Firm shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:

A. The nature, extent, and seriousness of the conduct.

B. The circumstances surrounding the conduct.

C. The frequency and recency of the conduct.

D. The individual's age and maturity at the time of the conduct.

E. The presence or absence of rehabilitation and other pertinent behavior changes.

F. The potential for pressure, coercion, exploitation, or duress.

G. The likelihood of continuation of the conduct.

H. How, and if, the conduct bears upon potential job responsibilities; and

I. The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of any relevant programs that are rehabilitative in nature, this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from access to secure information or secure locations. OAG shall be furnished a copy of the

narrative prior to the individual completing any work on the audit.

5.1.4 EMPLOYEE REMOVAL

Whenever a Firm becomes aware that any employee working at an on-site location under an OAG contract becomes an unacceptable risk to the State; the Firm shall immediately remove that employee from access to secured information or locations, notify the OAG that such a removal has taken place and replace them with a qualified substitute immediately. If the approval of the OAG was initially required for the removed employee, OAG approval is required for the replacement employee.

5.1.5 OAG NOTIFICATION

Prior to commencement of work on the OAG contract, the selected firm shall notify OAG that a suitability determination has been completed, shall provide a copy of the narrative summary of the determination, and shall provide additional documentary evidence underlying the narrative at the request of OAG.

5.2 CONFLICTS OF INTEREST

In signing any contract resulting from this RFP, the bidder certifies it is free from actual conflicts of interest not only at the time of selection, but also throughout the term of the contract.

5.3 CONFIDENTIALITY, DATA SECURITY AND PRIVACY

Bidder acknowledges that some of the data that may come into its possession or knowledge in connection with the resulting Contract or its performance may consist of data protected by legal privilege or information that is statutorily protected from dissemination or disclosure "Confidential Information". Accordingly, bidder is required to protect against unauthorized disclosure all data and information of any nature relating to an OAG client or the OAG's operations that may be made available to the bidder because of a Contract entered pursuant to this RFP. Bidder agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of the resulting Contract.

The Contractor, and any Subcontractor(s) or Affiliates and their agents or employees, must sign a Non-Disclosure Agreement (NDA) and Confidentiality Agreement in a form acceptable to the OAG in situations where they will be given access to Confidential Information. The bidder agrees to maintain the confidentiality of records it holds as agent for the OAG as required by state or federal statutes, including but not limited to HIPAA/Personal Identifying Information (*See* NYS Public Officers Law §96) and to impose the same requirements on Subcontractors and Affiliates.

5.4 PROPERTY

All files, records, documents, specifications, information, letters, notes, media lists, original work, notebooks, and similar items relating to the business of the OAG, whether prepared by the bidder or otherwise, shall remain the exclusive property of the OAG. The bidder shall not retain any copies of the foregoing without OAG's prior written permission.

SECTION 6 CONTRACT PROVISIONS AND ADMINISTRATIVE CLAUSES

The terms and conditions of this RFP document are not subject to change by reason of written or verbal statement by the Responder.

6.1 APPENDIX A/ORDER OF PRECEDENCE

Appendix A — Standard Clauses for New York State Contracts, dated June 2023 attached hereto, is hereby expressly made a part of this solicitation document as fully as if set forth at length herein. The memorandum of agreement (contract) resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

Appendix A (dated June 2023)

Appendix B (General Specifications)

Memorandum of Agreement (Contract)

OAG RFP #25-XXX (this document, and any addenda/ Unincorporated Appendices

Selected Contractor(s) Bid

6.2 CONTRACT AWARDS

The RFP is a single award solicitation. Award shall be recommended for the bidder which is ranked to be best qualified and provides the best value to render the services to the OAG.

If the bidder, to whom an award is made, shall fail to execute the contract as specified, the award may be annulled and the contract awarded to the second most responsive and responsible bidder, and such bidder shall fulfill every stipulation included herein, as if the bidder were the original party to whom the award was made, or again, OAG may at that point reject any and/or all of the proposals as its best interest may require.

6.3 CONTRACT QUANTITIES

There is no guarantee, implied or otherwise, that a bidder will receive any actual work because of any contract award resulting from this bid solicitation. The values listed in this Solicitation is only an estimate. The individual value of each resulting Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered.

6.4 CONTRACT AWARD PERIOD

The agreement term for awards resulting from this RFP will be 36 months with options to renew.

6.5 CONTRACT RATES

Contracts resulting from this RFP will be written as Fixed Price. Provide your standard billing rate. The rate(s) shall be inclusive all wages, overhead, general, and administrative expenses, profit, fringe benefits, direct tax/labor/payroll burden, management, supervision, labor, facilities, and materials necessary to perform support services. The OAG will not reimburse for expenses incurred for travel to and from a designated work location (commuting expenses), meals and/or

lodging. These rates represent the maximum rate that the OAG will consider and/or accept during the life of the contract.

6.6 CONTRACT PRICE ADJUSMENT CLAUSE

Pricing shall remain firm for the life of the resulting contract(s).

NOTE: Any price escalation requests made under Force Majeure are only permitted if it can be proven it is an industry-wide situation and must be approved by the Office of the State Comptroller (OSC).

6.7 CONTRACT INVOICING AND PAYMENT

Payments are made against the contract, encumbrance documents or other written orders.

All invoices for payment shall be submitted to the Office of the Attorney General, Accounts Payable Unit, within thirty (30) days after the end of the month in which the services were performed. The invoice shall contain the following:

- Payee's complete name, telephone, email address, address, including zip code*.
- Statewide Financial System vendor identification number.
- Contract or Purchase Order number assigned by OAG.
- Itemized breakdown of the services rendered including name, titles, hourly rate, # of hours worked, dates, etc.

*Information should agree with Remit to information in the Statewide Financial System.

Invoices can be submitted by mail or email:

NYS Office of the Attorney General,

Budget & Fiscal Management Bureau - Payments Unit

The Capitol

Albany, NY 12224-0341

E-Mail: payments@ag.ny.gov

All records regarding service and billings to the OAG under this contract shall be retained as per Appendix A, Clause #10 – Records and may be subject to audit by appropriate State officials upon written notice.

6.8 ELECTRONIC PAYMENT

Bidder shall provide complete and accurate billing invoices to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and OSC. Payment for invoices submitted by the bidder shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the

Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The bidder shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at OSC's website at http://osc.state.ny.us/vendors/epayments.htm, by e-mail at ePayments@osc.state.ny.us, or by phone at (855) 233-8363. Bidder acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with OSC's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

Please note that in conjunction with New York State's implementation of the statewide financial system, OSC requires all vendors doing business with New York State agencies to complete a Substitute W-9 form. Vendors registering for electronic payment can complete the W-9 form when they register. Vendors already registered for electronic payment are requested to go to the above website and complete the Substitute W-9 form and submit following the instructions provided.

6.9 CONTRACT HOURS OF OPERATION AND LEGAL HOLIDAYS

Normal business days: Monday through Friday.

Normal business hours: 8:30 a.m. to 5:00 p.m.

Overtime: Occasional (infrequent) overtime will be required, at the discretion of the OAG.

Bidders must abide by all Federal labor laws (i.e., must take a 30-minute lunch).

The following are a list of State holidays that need to be considered while providing services under any resulting contract:

New Year's Day
Martin Luther King Day
Lincoln's Birthday (Floater)
President's Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day/Indigenous People's Day
Election Day (Floater)
Veteran's Day
Thanksgiving Day
Christmas Day

6.10 SUBCONTRACTING

The State reserves the right to reject any proposed subcontractor bona fide business reasons, which may include, but are not limited to that the proposed subcontractor is on the Department of Labor's debarred list; the State determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided.

A subcontractor shall be defined as any bidder or person who is not a full-time employee of the Contractor, engaged or assigned to perform work under the Contract. All agreements between the bidder and its subcontractors shall be by bona fide written contract. Any costs associated with subcontracting are the obligation of the Contractor.

All subcontractors are required to read the confidentiality, background checks and conflict of interest provisions of this RFP and agree to them in writing, submitted to OAG before commencement of any work, and meet their requirements through the term of the contract. Copies of the agreements should be submitted to OAG and approved before commencing work. At sole discretion of the OAG this requirement may be waived.

Bidders shall be fully responsible to OAG for the acts and omissions in the performance of services under the Contract of the subcontractor and/or persons either directly or indirectly employed by it or by the subcontractors, as it is for the acts and omissions in the performance of services under the Contract or persons directly employed by the Contractor. Bidder shall not in any way be relieved of any contractual or financial responsibility under the Contract by its agreement with any subcontractor by an OAG approval of such an agreement with a subcontractor.

6.11 APPROPRIATED STATE FUNDS

The purchase of service or product, which arises from this solicitation, is contingent upon the availability of appropriated funds. The OAG shall have the right to terminate the resulting contract at the end of the current or each succeeding fiscal year if funds are not appropriated by the Legislature and Governor for the next fiscal year that would permit continuation of the resulting contract. If funds are withdrawn or do not become available, The OAG reserves the right to terminate the contract by giving the bidder a thirty (30) day written notice of its intention to terminate without penalty or any further obligations on the part of the OAG or the contractor. Upon termination of the contract, the OAG shall not be responsible for any payment of any service or product received that occurs after the end of the current contract period or the effective date of termination, whichever is the earlier to occur. The State fiscal year begins on April 1st and ends on March 31st.

6.12 DEBRIEFING

Pursuant to State Finance Law §163(9)(c), any unsuccessful Responder may request a debriefing regarding the reasons that the Proposal submitted by the Responder was not selected for award.

Requests for a debriefing must be made within fifteen (15) calendar days of notification by OAG that the Proposal submitted by the Responder was not selected for award. Requests should be submitted in writing to a designated contact identified in this Solicitation.

6.13 NYS RESERVED RIGHTS

The OAG reserves the right, in its sole discretion, to:

- Amend the RFP: If the OAG elects to do so, notification of the amendment will be provided on a Purchasing Memorandum to all bidder s.
- Withdraw the RFP at its sole discretion.
- Disqualify any Responder whose conduct and/or bid proposal fails to conform to any requirements.
- Require clarification at any time during the procurement process and/or correct any math or other apparent errors to ensure a full & complete understanding of a Responder's proposal and compliance with requirements.
- Reject any or all proposals received in response to this RFP at its sole discretion.
- Change any of the scheduled dates indicated in this RFP.
- Establish program and legal requirements to meet the OAG's needs; and to modify/correct/clarify, any such requirements at any time during the procurement process, so long as such actions would not materially benefit or disadvantage any Responder.
- Eliminate any requirement(s) unmet by all bidders.

Use the proposal, information obtained through any interviews and/or the OAG's own research of a Responder's qualifications, experience, ability and/or financial standing, and any other material/information submitted by the Responder in response to the OAG's request for information during evaluation and/or selection under this RFP.

Consider all ideas/suggestions submitted in the proposals received by the successful bidders.

Request best and final offers.

Negotiate with bidders responding to this bid within the bid requirements to serve the best interests of the State.

Should the State be unsuccessful in negotiating a contract with the selected bidder within 45 days, the State may begin contract negotiations with another bidding bidder to serve the best interest of the State.

Select and award the contract to other than the lowest Responder in the event of unsuccessful negotiations.

OAG has the right to all interpretation issues with respect to the content/language and meaning thereof the RFP and contract.

6.14 MFCU FUNDING

New York MFCU's total funding for federal fiscal year (FY) 2026 is $70,793,651. Of that total, 75 percent, or $53,095,240, is awarded under a grant from the U.S. Department of Health and Human Services. The remaining 25 percent, totaling $17,698,411 for FY 2026, is funded by New York State.

SECTION 7 LEGISLATIVE REQUIREMENTS

7.1 PARTICIPATION OPPORTUNITIES AND EQUAL EMPLOYMENT FOR MINORITY GROUP MEMBERS AND NYS CERTIFIED MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES (M/WBES)

Article 15-A of the New York State Executive Law, signed into law on July 19, 1988, authorized the creation of an Office (now Division) of Minority and Women's Business Development to promote equality of economic opportunities for minority group members and women, and the facilitation of minority and women-owned business enterprise participation on all covered OAG contracts.

In recognition of the service and sacrifices made by minority or women-owned business owned enterprises, bidders are encouraged to consider M/WBEs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

To locate New York State Certified M/WBEs, the directory of Certified Businesses can be viewed at http://www.esd.ny.gov/MWBE/directorySearch.html

7.2 PARTICIPATION OPPORTUNITIES FOR NYS CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"); thereby further integrating such businesses into New York State's economy. OAG recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OAG Contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, bidders are encouraged to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as Subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

7.3 PROCUREMENT LOBBYING REQUIREMENT

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OAG and a Responder during the procurement process. A Responder is restricted from making contacts from the earliest notice of intent to solicit offers/bids through final award and approval of the Procurement Contract by OAG and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated OAG staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated OAG staff, as of the date hereof, is identified on the first page of this solicitation. OAG employees are also required to obtain certain information when contacted during the" restricted period" and decide of the responsibility of the Responder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Responder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website:

https://ogs.ny.gov/acpl.

7.4 NYS VENDOR RESPONSIBILITY REQUIREMENT

OAG conducts a review of prospective Contractors ("Bidders") to provide reasonable assurances that the Responder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter "Questionnaire") is used for non- construction Contracts and is designed to provide information to assess a Responder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a proposal, Responder agrees to complete the Questionnaire fully and accurately. The Responder acknowledges that the State's execution of the Contract shall be contingent upon the State's determination that the Responder is responsible, and that the State shall be relying upon the Responder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

OAG recommends each Proposer file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller's (OSC) website, https://www.osc.state.ny.us/vendrep/index.htm or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at http://www.osc.state.ny.us/portal/contactbuss.htm. Proposers opting to complete the paper

questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

To assist the State in determining the responsibility of the Proposer prior to Contract Award, the Proposer must complete and certify (or recertify) the Questionnaire no more than six (6) months prior to the bid due date. A Proposer's Questionnaire cannot be viewed by OAG until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is awarded a Contract the following shall apply:

The bidder shall always during the Contract term remain responsible. The bidder agrees, if requested by the OAG or their designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The OAG or their designee, in their sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when they discover information that calls into question the responsibility of the Contractor. In the event of such suspension, the bidder will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the bidder must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of OAG or their designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OAG officials or staff, the Contract may be terminated by the OAG or their designee at the Contractor's expense where the bidder is determined by the OAG or their designee to be non-responsible. In such event, the OAG or their designee may complete the contractual requirements in any manner they may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the bidder because of such termination.

7.5 NYS VENDOR FILE REGISTRATION

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial

registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State.

Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the bidder Information page included in ATTACHMENT D of this solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OAG shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The OAG will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website:

http://www.osc.state.ny.us/vendors/index.htm

Forms to be completed:

https://www.osc.state.ny.us/files/vendors/2017-11/vendor-form-ac3237s-fe.pdf

7.6 CONSULTANT DISCLOSURE REQUIRMENT

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as “contracts entered by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services” (“covered consultant contract” or “covered consultant services”). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these new requirements, the bidder agrees to complete:

- Form A - the Contractor’s Planned Employment Form upon bid/quote submittal.
- Form B - the Contractor’s Annual Employment Report throughout the term of the Contract by May 1st of each year.

The following information must be reported:

For each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period such contract was in effect during such prior State fiscal year:

1. Total number of employees employed to provide the consultant service, by employment category.
2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under Such contract *

(Information must be reported on the Contractor's Annual Employment Report (Form B)

***NOTE:** The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.

Bidder agrees to simultaneously report such information via Form B to the Department of Civil Service, the Office of the State Comptroller and the Office of the Attorney General as designated below:

NYS Office of the State Comptroller

110 State St, 11th floor

Albany, NY 12236

Attn: Consultant Reporting

Department of Civil Service

Bureau of Contracts

Alfred E. Smith Office Building

Albany, NY 12239

NYS Office of the Attorney General

Budget and Fiscal Management Bureau

State Capitol

Albany, NY 12224

Bidder is advised herein and understands that this information is available for public inspection and copying pursuant to §87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

7.7 SALES AND COMPENSATION USE TAX LAW SECTION 5-A REQUIREMENT

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than $100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are more than $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether the contractor, its affiliates, audits subcontractors are required to register to collect state sales and compensating use tax, and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and

compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a bidder meeting the registration requirements but who is not so registered in accordance with the law.

Bidder certification forms and instructions for completing the forms are attached to this RFP. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the Bidder filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission).

Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at 1-800-698--2909 for all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: https://tax.ny.gov/

7.8 WORKERS' COMPENSATION REQUIREMENT

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OAG. Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OAG at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, Certificate of Attestation for New York Entities with No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.wcb.ny.gov).
- Form C-105.2 (9/15), Certificate of Workers' Compensation Insurance, sent to OAG by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OAG upon request from the Contractor; or
- Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator
- Form DB-120.1, Certificate of Disability Benefits Insurance, sent to OAG by the Contractor's insurance carrier upon request; or
- Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website,

requirements-businesses-applying-government-permits-licenses-contracts.pdf (ny.gov)

Bidder acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OAG constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to OAG. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OAG' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OAG under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents, and employees therefore for lost profits or any other damages.

7.9 SEXUAL HARRASSMENT PREVENTION CERTIFICATION

Pursuant to N.Y. State Finance Law § 139-l, every bid made on or after January 1, 2019, to the State or any public department or agency thereof, where competitive bidding is required by statute, rule, or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification 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 its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following Combating Sexual Harassment in the Workplace (ny.gov)

Pursuant to N.Y. State Finance Law § 139-l, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make

the certification. After review and consideration of such statement, OAG may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

7.10 Gender-Based Violence and the Workplace

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

● **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.

● **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.

● **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.

● **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.

● **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

SECTION 8 ATTACHMENTS

Attachment A – Bidder Response Cover Page (Bidder Excel Workbook)

Attachment B – Bidder Reference Forms (Bidder Excel Workbook)

Attachment C – Bidder Deliverable Cost Summary including deliverable worksheets 1-8 (Bidder Excel Workbook)

Attachment D – Administrative Forms (PDF)

- Appendix A – Standard Clauses for NYS Contracts (for reference)
- Appendix B – General Specifications (for reference)
- Procurement Lobbying Forms (to be submitted with proposal)
- Vendor Responsibility Questionnaire (to be submitted with proposal)
- ST-220-CA – Awarded Contractor Certification (to be submitted with proposal)
- NYS Office of the State Comptroller Substitute W-9 Form (to be submitted with proposal)
- Quick Guide to Workers Compensation and Disability Benefits (for reference)
- Consultant Disclosure Form A (to be submitted with proposal)
- Consultant Disclosure Form B (for reference)

Attachment E – List of OAG Bureaus (PDF)

Attachment F – Roles and Responsibilities (PDF)

Attachment G - Requirements Traceability Matrix

ATTACHMENT D – ADMINISTRATIVE FORMS

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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June 2023

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STANDARD CLAUSES FOR NYS 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, licenser, 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
646-846-7364
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.

APPENDIX B

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To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

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GENERAL

1. ETHICS COMPLIANCE All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

2. DEFINITIONS Terms used herein shall have the following meanings:

a. AUTHORIZED USER Authorized User shall have the meaning set forth in State Finance Law Section 163(1)(k) and includes, but is not limited to, New York State Agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations.

b. BID A response to the Solicitation submitted by a Bidder to provide Products.

c. BIDDER Any person or entity who submits a response to the Solicitation. At the time that a Bidder executes a Contract with the State, the Bidder shall become a "Contractor." See also "Contractor."

d. BID SPECIFICATIONS A written description drafted by OGS or an Authorized User setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where this Appendix B is incorporated in negotiated Contracts that have not been competitively solicited, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated Contract and associated documentation.

e. COMMISSIONER The Commissioner of OGS or his or her designee, or, in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative.

f. CONTRACT The writings that contain the agreement of the Commissioner and the Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law, and which most typically include the following classifications of public procurements:

1. **Agency Specific Contracts** Contracts where the written description for a Product or a particular scope of work is described and defined to meet the needs of one or more Authorized Users.

2. **Centralized Contracts** Single- or multiple-award Contracts where the written description for a Product or general scope of work is described and defined by OGS to meet the needs of Authorized Users. Centralized Contracts may be awarded through multiple awards or through adoption of another jurisdiction's contract or on a sole source, single source, emergency, or competitive basis. Once established, procurements may be made from the selected Contractors without further competition or Mini-Bid unless otherwise required by the Contract.

3. **Back-Drop Contracts** Multiple-award Centralized Contracts where OGS provides a written description for a Product or general scope of work to meet the needs of Authorized Users. Bids may be submitted either at a date and time certain or may be accepted on a continuous or periodic recruitment basis, as set forth in the Solicitation. Selection of a Contractor from among Back-Drop contract holders for an actual Product, project or particular scope of work may be subsequently made as set forth in the Contract.

4. **Piggyback Contract** A Contract let by any department, agency or instrumentality of the United States government, or any department, agency, office, political subdivision or instrumentality of any state or group of states that is adopted and extended for use by OGS in accordance with the requirements of the State Finance Law.

5. **Contract Award Letter** A letter to the successful Bidder indicating acceptance of its Bid in response to a Solicitation. Unless otherwise specified, the issuance of a letter of acceptance forms a Contract but is not an order for Product, and the Contractor should not take any action with respect to actual Contract deliveries except on the basis of Purchase Orders sent from Authorized Users.

g CONTRACT AWARD NOTIFICATION An announcement to Authorized Users that a Contract has been established.

h. CONTRACTOR Any successful Bidder to whom a Contract has been awarded by the Commissioner.

i. DOCUMENTATION The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, that are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product.

j. ENTERPRISE The total business operations in the United States of an Authorized User without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of the Authorized User.

k. ENTERPRISE LICENSE A license grant of unlimited rights to deploy, access, use and execute Product anywhere within the Enterprise up to the maximum capacity stated on the Purchase Order or in the Contract.

***l.* ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

m. GROUP A classification of a Product that is designated by OGS.

n. INVITATION FOR BIDS (IFB) A type of Solicitation that is most typically used for procurements where requirements can be stated and award will be made based on lowest price to the responsive and responsible Bidder or Bidders.

o. LICENSED SOFTWARE Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes Error Corrections, upgrades, or enhancements, and any deliverables due under a technical support/maintenance or service contract (e.g., Patches, programs, code or data conversion, or custom programming).

p. LICENSEE An Authorized User who acquires Product from Contractor by issuing a Purchase Order in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User who took receipt of and who is executing the Product, and who shall be solely responsible for performance and liabilities incurred. In the case of acquisitions by State Agencies, the Licensee shall be the State of New York.

q. LICENSE EFFECTIVE DATE The date Product is delivered to an Authorized User. Where a License involves Licensee's right to copy a previously licensed and delivered master copy of a program, the License Effective Date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

r. LICENSOR A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.

s. MINI-BID A document used by an Authorized User containing transaction-specific requirements soliciting responses from Contractors previously qualified under a Centralized Contract for such Products.

t. OGS The New York State Office of General Services.

u. PATCH Software designed to update, fix, or improve the Product or its supporting data. This includes fixing security vulnerabilities and other bugs, including hot fixes, to improve usability or performance.

v. PRODUCTS Items or deliverables under any Solicitation or Contract and may include commodities, services and/or technology.

w. PURCHASE ORDER The Authorized User's fiscal form or format that is used when making a purchase (e.g., formal written Purchase Order, Purchasing Card, electronic Purchase Order, or other authorized instrument).

x. REQUEST FOR PROPOSALS (RFP) A type of Solicitation that is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the award will be made based on "best value," as defined by the State Finance Law, to one or more responsive and responsible Bidders.

y. REQUEST FOR QUOTATION (RFQ) A procurement method that can be used in situations such as discretionary, sole source, single source, or emergency purchases and certain Centralized Contracts.

z. RESPONSIBLE BIDDER A Bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill, judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner. For purposes of being deemed responsible, a Bidder must also be determined to be in compliance with Sections 139-j and 139-k of the State Finance Law relative to restrictions on contacts during the procurement process and disclosure of contacts and prior findings of non-responsibility under these statutes.

aa. RESPONSIVE BIDDER A Bidder meeting the specifications or requirements prescribed in the Solicitation, as determined by the OGS Commissioner.

bb. SINGLE SOURCE A procurement where two or more Bidders can supply the required Product, and the Commissioner may award the contract to one Bidder over the other.

cc. SITE The location (street address) where Product will be delivered or executed.

dd. SOLE SOURCE A procurement where only one Bidder is capable of supplying the required Product.

ee. SOLICITATION Writings by the State setting forth the scope, terms, conditions and technical specifications for a procurement of Product. The procurement may be undertaken on a competitive or non-competitive basis. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotations (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions that are incorporated by reference, including but not limited to Appendix A (Standard Clauses for NYS Contracts), Appendix B (General Specifications), and identified attachments. Where the procurement is undertaken on a non-competitive basis, the term "Solicitation" shall be deemed to refer to all the terms and conditions identified by the State.

ff. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine object code.

gg. STATE State of New York.

hh. STATE AGENCY OR AGENCIES The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.

ii. SUBCONTRACTOR Any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

jj. TERMS OF LICENSE The terms and conditions set forth in the Contract that are in effect and applicable to a Purchase Order at the time of order placement.

kk. THIRD-PARTY SOFTWARE Any software that is developed independently of Contractor and which may be governed by a separate license.

***ll.* VIRUS** Any computer code, whether or not written or conceived by Contractor, that disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer. Virus shall also include any malware, adware, or other computer code, whether or not written or conceived by Contractor, that allows data or metrics to be copied, redirected, or modified without the express consent of the Authorized User.

BID SUBMISSION

3. INTERNATIONAL BIDDING All Bids, including all information and Product required by the Solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US$). Any Bids submitted which do not meet the above criteria will be rejected.

4. BID OPENING Bids may, as applicable, be opened publicly. The Commissioner reserves the right at any time to postpone or cancel a scheduled Bid opening.

5. LATE BIDS Bids must be received at the location designated in the Solicitation at or before the date and time established in the Solicitation for the Bid opening or receipt of Bids.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, (ii) in the case of a multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6. CONFIDENTIAL/TRADE SECRET MATERIALS

a. BIDDER/CONTRACTOR Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Commissioner's or Authorized User's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

b. COMMISSIONER OR AUTHORIZED USER Contractor warrants, covenants and represents that any confidential information obtained by Contractor, its agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties without the written consent of the Commissioner or Authorized User. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Law or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take commercially reasonable steps to inform its agents, Subcontractors, officers, distributors, resellers or employees of the obligations arising under this clause to ensure such confidentiality.

7. PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS If any portion of work being solicited is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

a. PREVAILING WAGE RATE APPLICABLE TO BIDS A copy of the applicable prevailing wage rate schedule is incorporated into the Solicitation and may also be obtained by visiting www.labor.ny.gov and typing in the search box: Prevailing Wage Schedule Request. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (e.g., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rates for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

b. WAGE RATE PAYMENTS/CHANGES DURING CONTRACT TERM The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the prevailing wage rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term for its employees as required by law and is responsible for ensuring any Subcontractors utilized on the Contract also comply with the prevailing wage provisions of the New York State Labor Law.

c. ARTICLE 8 CONSTRUCTION/PUBLIC WORKS CONTRACTS In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting The Contractor must publicly post on the work Site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over $25,000 where the Contractor maintains no regular place of business in the State, such records must be kept at the work Site. For building services contracts, such records must be kept at the work Site while work is being performed.

iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only Contractors and Subcontractors on public works Contracts must submit monthly payroll transcripts to the Authorized User issuing the Purchase Order for the work. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. Day's Labor No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or

contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract Site or for the protection of the life and limb of the persons using the Contract Site.

d. ARTICLE 9 BUILDING SERVICES CONTRACTS In compliance with Article 9, Section 230 of the New York State Labor Law:

i. Payroll Records Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where the Contractor or Subcontractor maintains no regular place of business in New York State, such records must be kept at the work Site while work is being performed.

ii. Overtime Employees of Contractors and Subcontractors who work in excess of eight hours in a day or forty hours in a week shall be paid at the overtime rate identified by the New York State Department of Labor.

8. TAXES

a. Unless otherwise specified in the Solicitation, Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

b. Purchases made by the State of New York and certain non-State Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by a State Agency or the invoice forwarded to authorize payment for such purchases will be sufficient evidence that the sale by the Contractor was made to the State, an exempt organization under Section 1116(a)(1) of the Tax Law. Non-State Authorized Users must offer their own proof of exemption upon request. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor.

c. Purchases by Authorized Users other than the State of New York may be subject to certain taxes which were not included in the Bid price, and in those instances the tax should be computed based on the Contract price and added to the invoice submitted to such entity for payment.

9. EXPENSES PRIOR TO CONTRACT EXECUTION The Commissioner and any Authorized Users are not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a Bid, Mini-Bid, cost proposal revision, or for any work performed prior to Contract execution.

10. PRODUCT REFERENCES

a. "**Or Equal**" In all Solicitations or Bid Specifications, the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.

b. Discrepancies in References In the event of a discrepancy between the model number referenced in the Solicitation or Bid Specifications and the written description of the Products that cannot be reconciled, then the written description shall prevail.

11. REMANUFACTURED, RECYCLED, RECYCLABLE, OR RECOVERED MATERIALS Upon the conditions specified in the Solicitation and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable, or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements, or in the Solicitation. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product unless such use is precluded due to health, welfare, safety requirements, or by the Solicitation. Where such use is not practical, suitable, or permitted by the Solicitation, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished, or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

12. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS Bids offering Products that are manufactured or produced in public institutions will be rejected.

13. PRICING

a. Unit Pricing If required by the Solicitation, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places, for each item unless otherwise specified in the Solicitation. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.

b. Net Pricing Unless otherwise required by the Solicitation, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination indicated in the Solicitation or Purchase Order.

c. "No Charge" Bid When Bids are requested on a number of Products as a Group or lot, a Bidder desiring to Bid "no charge" on a Product in the Group or lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.

d. Educational Pricing All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

e. Third Party Financing If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract award to agree to the terms and conditions of a

"Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.

f. Specific price decreases:

(i) GSA Changes: Where net pricing under the Contract is based on an approved GSA schedule, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date the approved GSA schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where net pricing under the Contract is based on a discount from Contractor's list prices, price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing on its commercial price lists during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or net pricing otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion; and

(iv) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, under either this Contract or any other contracting vehicle, competitive pricing which is lower than the net pricing set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (iii).

Unless otherwise specified in the Solicitation, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order from any Authorized User without being in conflict with, or having any obligation to comply on a global basis with, the terms of this clause.

g. Cost Proposal Revisions A Contractor may be solicited prior to Contract award to propose the best possible offer for the Product being bid on, in accordance with State Finance Law Section 163(9)(c). A cost proposal revision must be a lower price than the initial price.

14. SITE INSPECTION Where a Site inspection is required, Bidder shall be required to inspect the Site, including environmental or other conditions, for pre-existing deficiencies that may affect the installed Product or that may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions that such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly provide the required Product.

15. PURCHASING CARD The State's Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card.

BID EVALUATION

16. BID EVALUATION The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of Bids, and waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the State will be served. The Commissioner, in his or her sole discretion, may accept or reject illegible, incomplete or vague Bids, and the Commissioner's decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Bid.

17. TIE BIDS In the event two Bids are found to be substantially equivalent, price shall be the basis for determining the award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Commissioner may consider any prompt payment discount in resolving Bids which are otherwise tied. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

18. QUANTITY CHANGES PRIOR TO AWARD The Commissioner reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Solicitation. In the event such right is exercised, the lowest responsible Bidder meeting the Solicitation requirements will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

19. TIMEFRAME FOR OFFERS The Commissioner reserves the right to make awards within 60 days after the date of the Bid opening or such other period of time as set forth in the Solicitation. The Bids must remain firm until a Contract is awarded, but if a Contract is not awarded within 60 days or other time period set forth in the Solicitation, the Bidder may withdraw its Bid any time thereafter by delivering to the Commissioner written notice of the withdrawal of its Bid.

20. DEBRIEFINGS Pursuant to Section 163(9)(c) of the State Finance Law, any unsuccessful Bidder may request a debriefing regarding the reasons that the Bid submitted by the Bidder was not selected for award. Requests for a debriefing must be made within 15 calendar days of notification by OGS that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the Solicitation.

21. CONTRACT PUBLICITY Any Contractor press or media releases, advertisements, or promotional literature, regardless of the medium, referring to an awarded Contract must be reviewed and approved by the Commissioner prior to issuance. In addition, Contractor shall not use, for any purpose, the New York State of Opportunity registered trademark or the New York State coat of arms without prior written approval from the State.

TERMS & CONDITIONS

22. CONTRACT CREATION/EXECUTION Except for contracts governed by Article 11-B of the State Finance Law, subject to and upon receipt of all required approvals as set forth in the Solicitation, a Contract shall be deemed executed and created with the successful Bidders upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) the final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.

23. CONTRACT TERM - EXTENSION In addition to any stated extension periods in the Contract, any Contract or portion thereof awarded by the Commissioner may be extended by mutual agreement of the Commissioner and the Contractor for an additional period of up to one year. Such extension for up to an additional one-year period may be exercised on a month-to-month basis or in other stated periods of time.

24. OFFICIAL USE ONLY/NO PERSONAL USE The Contract is only for official use by Authorized Users. Use of the Contract for personal or private purposes is strictly prohibited.

25. PARTICIPATION IN CENTRALIZED CONTRACTS

a. State Agencies All State Agencies may utilize and purchase under any Centralized Contract let by the Commissioner, unless the Solicitation limits purchases to specific State Agencies.

b. Non-State Agency Authorized Users Authorized Users other than State Agencies are permitted to make purchases through Centralized Contracts where permitted by law, the Contract or the Commissioner.

c. Voluntary Extension Purchase Orders issued against a Centralized Contract by any Authorized User not provided for in the Contract shall be honored by the Contractor at its discretion and only with the approval of the OGS Commissioner and any other approvals required by law.

d. Responsibility for Performance Participation in Centralized Contracts by Authorized Users is permitted upon the following conditions: (i) the responsibility with regard to performance of any contractual obligation, covenant, condition or term thereunder by any Authorized User other than State Agencies shall be borne and is expressly assumed by such Authorized User and not by the State; (ii) a breach of the Contract by any particular Authorized User shall neither constitute nor be deemed a breach of the Contract as a whole which shall remain in full force and effect, and shall not affect the validity of the Contract nor the obligations of the Contractor thereunder respecting non-breaching Authorized Users, whether State or otherwise; (iii) for a breach by an Authorized User other than a State Agency, the State specifically and expressly disclaims any and all liability for such breach; and (iv) each non-State Agency Authorized User and Contractor guarantees to hold the State, its officers, agents and employees harmless from any liability that may be or is imposed by the non-State Agency Authorized User's or Contractor's failure to perform in accordance with its obligations under the Contract.

e. Contract Migration Authorized Users holding individual Contracts with a Contractor at the time that Contractor is awarded a Centralized Contract for the same Products shall be permitted to migrate to that Centralized Contract effective with its commencement date. Such migration shall not operate to diminish, alter or eliminate any right that the Authorized User otherwise had under the terms and conditions of their individual Contract.

26. MODIFICATION OF CONTRACT TERMS The terms and conditions set forth in the Contract shall govern all transactions by Authorized Users under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Commissioner and Contractor.

The Contractor may, however, offer any Authorized User more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User and Commissioner by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Authorized User than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against an Authorized User unless authorized by the Commissioner or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, Purchase Orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized User's subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

27. SCOPE CHANGES The Commissioner reserves the right to require, by written order, changes to the scope of the Contract, provided that such changes do not materially alter the general scope of the Contract. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under the Contract, whether or not changed by the order, the Commissioner shall, upon notice from Contractor as hereafter stated, make an equitable adjustment in the Contract price, the delivery schedule or both and shall modify the Contract. The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Commissioner decides that the facts justify it, the Commissioner may provide an adjustment without receipt of a notice from Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

28. ESTIMATED/SPECIFIC QUANTITY CONTRACTS
Estimated quantity contracts, also referred to as indefinite delivery/indefinite quantity contracts, are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity is implied or given.

With respect to any specific quantity stated in the Contract, the Commissioner reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the Contract. Notwithstanding the foregoing, the Commissioner may purchase greater or lesser percentages of Contract quantities should the Commissioner and Contractor so agree. Such agreement may include an equitable price adjustment.

29. EMERGENCY CONTRACTS In the event that a disaster emergency is declared by Executive Order under Section 28 of Article

2-B of the Executive Law, or the Commissioner determines pursuant to his or her authority under Section 163(10)(b) of the State Finance Law that an emergency exists requiring the prompt and immediate delivery of Product, the Commissioner reserves the right to obtain such Product from any source, including but not limited to this Contract, as the Commissioner in his or her sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim for lost profits for Product procured from other sources pursuant to this clause. The reasons underlying the finding that an emergency exists shall be included in the procurement record.

30. PURCHASE ORDERS Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User. Unless terminated or cancelled pursuant to the authority vested in the Commissioner, Purchase Orders shall be effective and binding upon the Contractor (i) in the case of formal written Purchase Orders, when placed in the mail prior to the termination of the Contract and addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Contract Award Notification or (ii) in the case of electronic Purchase Orders or Purchasing Card purchases, when electronically transmitted to the Contractor prior to the termination of the Contract.

All Purchase Orders issued pursuant to a Contract let by the Commissioner must be identified with the appropriate Contract number and, if necessary, required State approvals. As deemed necessary, the Authorized User may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The State reserves the right to require any other information from the Contractor which the State deems necessary in order to complete any Purchase Order placed under the Contract. Unless otherwise specified, all Purchase Orders against Centralized Contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the Contractor's order form, confirmation or acknowledgment, and the Contract terms shall be resolved in favor of the terms most favorable to the Authorized User. Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. Notwithstanding the above, the Authorized User reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

If, with respect to an Agency Specific Contract let by the Commissioner, a Purchase Order is not received by the Contractor within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify in writing the appropriate purchasing officer in OGS. Failure to timely notify such officer may, in the discretion of the OGS Commissioner and without cost to the State, result in the cancellation of such requirement by the OGS Commissioner with a corresponding reduction in the Contract quantity and price.

31. PRODUCT DELIVERY Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. Delivery shall be made within 30 calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor. The decision of the Commissioner as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of a Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Commissioner and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Authorized User. If compliance with the delivery time schedule is a material term of the Contract, failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Commissioner's discretion, the Contract.

32. WEEKEND AND HOLIDAY DELIVERIES Unless otherwise specified in the Contract or by an Authorized User, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the State of New York). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the State of New York where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Authorized User shall govern.

33. SHIPPING/RECEIPT OF PRODUCT

a. Packaging Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Authorized User unless otherwise specified in the Contract documents.

b. Shipping Charges Unless otherwise stated in the Contract, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Authorized User's payment of transportation charges. Contractor shall be responsible for ensuring that the bill of lading states "charges prepaid" for all shipments.

c. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to the locations and/or personnel specified by the Authorized User in the Purchase Order. Any losses or delays resulting from the Contractor's failure to deliver Product to the specified locations or personnel shall be borne exclusively by the Contractor.

34. TITLE AND RISK OF LOSS FOR PRODUCTS OTHER THAN TECHNOLOGY PRODUCTS Notwithstanding the form of shipment, title or other property interest, risk of loss for Products other than technology Products shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Contract or Purchase Order. Mere acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g., signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Contract may be rejected or accepted on an adjusted price basis, as determined by the Commissioner. Title, risk of loss, and acceptance for technology Products shall be governed by the Product Acceptance clause.

35. PRODUCT SUBSTITUTION In the event a specified Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure clause), a Product deemed in writing by the Commissioner to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Commissioner's written approval may be cause for termination of Contract.

36. REJECTED PRODUCT When Product is rejected, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of rejection by the Authorized User. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar-day period.

37. INSTALLATION Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the Product or render it unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or Site. Work shall be performed to cause the least inconvenience to the Authorized User and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

38. REPAIRED OR REPLACED PRODUCTS, PARTS, OR COMPONENTS Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including warranties, as set forth in the Warranties clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Commissioner or Authorized User. Before installation, all proposed substitutes for the original manufacturers' installed parts or components must be approved by the Authorized User. The part or component shall be equal to or of better quality than the original part or component being replaced.

39. EMPLOYEES, SUBCONTRACTORS AND AGENTS All employees, Subcontractors, or agents of the Contractor performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Contract or the Purchase Order, and must comply with all security and administrative requirements of the Authorized User that are communicated to the Contractor. The Commissioner and the Authorized User reserve the right to conduct a security background check or otherwise approve any employee, Subcontractor, or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on professional, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized User's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract or the Purchase Order. The Commissioner and the Authorized User reserve the right to reject and/or bar from any facility for cause any employee, Subcontractor, or agent of the Contractor.

40. ASSIGNMENT In accordance with Section 138 of the State Finance Law, the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute such Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, any consent shall not be unreasonably withheld, conditioned, delayed or denied. The Commissioner may waive the requirement that such consent be obtained in advance where the Contractor verifies that the assignment, transfer, conveyance, sublease, or other disposition is due to, but not necessarily limited to, a reorganization, merger, or consolidation of the Contractor's business entity or enterprise.

Notwithstanding the foregoing, the State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors. Prior to a consent to assignment of monies becoming effective, the Contractor shall file a written notice of such monies assignments with the State Comptroller. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request for assignment to the Commissioner and seek written agreement from the Commissioner which will be filed with the State Comptroller. Commissioner shall use reasonable efforts to promptly respond to any request by Contractor for an assignment, provided that Contractor supplies sufficient information about the party to whom the Contractor proposes to assign the Contract.

Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes OGS responsibilities for the Contract.

41. SUBCONTRACTORS AND SUPPLIERS The Commissioner reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, including, but not limited to: the company failed to solicit New York State certified minority- and women-owned business enterprises as required in prior OGS Contracts; the fact that such Subcontractor or supplier is on the New York State Department of Labor's list of companies with which New York State cannot do business; the Commissioner's determination that the company is not qualified or is not responsible; or the fact that the company has previously provided unsatisfactory work or services.

42. SUSPENSION OF WORK The Commissioner, in his or her sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Authorized User. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon

issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Commissioner issues a formal written notice authorizing a resumption of performance under the Contract.

An Authorized User may issue a formal written notice for the suspension of work for which it has engaged the Contractor for reasons specified in the above paragraph. The written notice shall set forth the reason for such suspension and a copy of the written notice shall be provided to the Commissioner.

43. TERMINATION

a. For Cause For a material breach that remains uncured for more than 30 calendar days or other longer period as specified by written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User respectively. Neither the State nor an Authorized User shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

b. For Convenience This Contract may be terminated at any time by the Commissioner for convenience upon 60 calendar days or other longer period as specified by written notice, without penalty or other early termination charges due. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and fulfill any outstanding Purchase Orders.

c. For Violation of Sections 139-j and 139-k of the State Finance Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

d. For Violation of Section 5-a of the New York State Tax Law The Commissioner reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Commissioner may exercise his or her termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. For Non-Responsibility The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Commissioner may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate OGS officials or staff, the Contract may be terminated by the Commissioner at the Contractor's expense where the Contractor is determined by the Commissioner to be non-responsible. In such event, the Commissioner may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

f. Upon Conviction of Certain Crimes The Commissioner reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

44. SAVINGS/FORCE MAJEURE A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Commissioner in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

The affected party shall provide the other party with written notice of any force majeure occurrence as soon as the delay is known and provide the other party with a written contingency plan to address the force majeure occurrence, including, but not limited to, specificity on quantities of materials, tooling, people, and other resources that will need to be redirected to another facility and the process of redirecting them. Furthermore, the affected party shall use its commercially reasonable efforts to resume proper performance within an appropriate period of time. Notwithstanding the foregoing, if the force majeure condition continues beyond 30 days, the parties to the Contract shall jointly decide on an appropriate course of action that will permit fulfillment of the parties' objectives under the Contract.

The Contractor agrees that in the event of a delay or failure of performance by the Contractor under the Contract due to a force majeure occurrence:

a. The Commissioner may purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the State, or
b. The Contractor will provide Authorized Users with access to Products first in order to fulfill orders placed before the force majeure event occurred. The Commissioner agrees that Authorized Users shall accept allocated performance or deliveries during the occurrence of the force majeure event.

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Commissioner reserves the right, in his or her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss to the Contractor. In the event of a dispute between the Contractor and the Commissioner, such dispute shall be resolved in accordance with the OGS Dispute Resolution Procedures; provided, however, that nothing in this clause shall excuse the Contractor from performing in accordance with the Contract as changed.

45. CONTRACT INVOICING

a. Invoicing Contractor and the dealers/distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billing invoices submitted to an Authorized User must contain all information required by the Contract and the State Comptroller or other appropriate fiscal officer.

Contractor shall provide, upon request of the Commissioner, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in a commercially reasonable manner as requested by the Commissioner. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.

b. Payment of Contract Purchases made by an Authorized User when the State Comptroller is responsible for issuing such payment The Authorized User and Contractor agree that payments for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payments shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller website at **www.osc.state.ny.us**, by e-mail at **HelpDesk@sfs.ny.gov**, or by telephone at (518) 457-7737 or toll free (877) 737-4185. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract that are payable by the State Comptroller if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

c. Payment of Contract Purchases made by an Authorized User when the State Comptroller is not responsible for issuing such payment The Authorized User and Contractor agree that payments for such Contract purchases shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User. Such payments shall be as mandated by the appropriate governing law from the receipt of a proper invoice. Such Authorized User and Contractor are strongly encouraged to establish electronic payments.

46. DEFAULT – AUTHORIZED USER

a. Breach by Authorized User An Authorized User's breach shall not be deemed a breach of the Centralized Contract; rather, it shall be deemed a breach of the Authorized User's performance under the terms and conditions of the Centralized Contract.

b. Failure to Make Payment In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 30 calendar days of such delivery and acceptance, the Contractor may, upon five business days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional provision of Products to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments.

c. Notice of Breach Notwithstanding the foregoing, the Contractor shall, at least 10 business days prior to declaring a breach of Contract by any Authorized User, by certified or registered mail, notify both the Commissioner and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared.

d. Insufficient basis If the Contractor's basis for declaring a breach is insufficient, the Contractor's declaration of breach and failure to provide Products to an Authorized User may constitute a breach of the Contract, and the Authorized User may thereafter seek any remedy available at law or equity.

47. PROMPT PAYMENTS

a. By State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law Section 179-f(2) and 2 NYCRR Part 18. The payment of interest on certain payments due and owed by the State Agency may be made in accordance with State Finance Law Sections 179-d et seq. and the implementing regulations (2 NYCRR § 18.1 et seq.).

b. By Non-State Agencies Upon acceptance of Product or as otherwise provided by Contract, Contractor may invoice for payment. The required payment date shall be 30 calendar days, excluding legal holidays, or as mandated by the appropriate governing law from the receipt of a proper invoice. The terms of Article 11-A of the State Finance Law apply only to procurements by and the consequent payment obligations of State Agencies. Neither expressly nor by any implication is the statute applicable to non-State agency Authorized Users. Neither OGS nor the State Comptroller is responsible for payments on any purchases made by a non-State agency Authorized User.

c. By Contractor Should the Contractor be liable for any payments to the State hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the State Finance Law.

48. REMEDIES FOR BREACH Unless otherwise specified by the Authorized User in a Mini-Bid or Purchase Order, in the event that Contractor fails to observe or perform any term or condition of the Contract and such failure remains uncured after 15 calendar days following written notice by the Commissioner or an Authorized User,

the Commissioner or an Authorized User may exercise all rights and remedies available at law or in equity. Notwithstanding the foregoing, if such failure is of a nature that it cannot be cured completely within 15 calendar days and Contractor shall have commenced its cure of such failure within such period and shall thereafter diligently prosecute all steps necessary to cure such failure, such 15-day period may, in the sole discretion of the Commissioner or the Authorized User, be extended for a reasonable period in no event to exceed 60 calendar days. It is understood and agreed that the rights and remedies available to the Commissioner and Authorized Users in the event of breach shall include but not be limited to the following:

a. Cover/Substitute Performance In the event of Contractor's material, uncured breach, the Commissioner or Authorized User may, with or without issuing a formal Solicitation: (i) purchase from other sources; or (ii) if the Commissioner or Authorized User is unsuccessful after making reasonable attempts, under the circumstances then-existing, to timely obtain acceptable replacement Product of equal or comparable quality, the Commissioner or Authorized User may acquire acceptable replacement Product of lesser or greater quality. Such purchases may be deducted from the Contract quantity without penalty or liability to the State.

b. Withhold Payment In any case where a reasonable question of material, uncured non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Authorized User.

c. Bankruptcy In the event that the Contractor files, or there is filed against Contractor, a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise their right to set-off against monies due the debtor or, under the doctrine of recoupment, be credited the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses, including reasonable attorney's fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the ordering Authorized User may obtain replacement Product temporarily and the cost of the replacement Product shall be deducted from the Contract quantity without penalty or liability to the State.

e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., that arise from the administration of the Contract.

49. ASSIGNMENT OF CLAIM Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract that may arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of New York, General Business Law Section 340, et seq.

50. TOXIC SUBSTANCES Each Contractor furnishing a toxic substance, as defined by Section 875 of the Labor Law, shall provide such Authorized User with not less than two copies of a Safety Data Sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Safety Data Sheet must be provided to and approved by the Authorized User.

51. INDEPENDENT CONTRACTOR It is understood and agreed that the legal status of the Contractor, its Subcontractors, agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the Authorized User, and therefore are not entitled to any of the benefits associated with such employment.

52. SECURITY Contractor warrants, covenants and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers and employees will comply fully with all security procedures of the Authorized User set forth in the Contract or Purchase Order or otherwise communicated in advance to the Contractor including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.

53. COOPERATION WITH THIRD PARTIES The Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, as necessary to ensure delivery or performance of Product.

54. WARRANTIES

a. Product Performance Contractor hereby warrants and represents that the Products acquired by the Authorized User under this Contract conform to the manufacturer's specifications, performance standards and Documentation and that the Documentation fully describes the proper procedure for using the Products.

b. Title and Ownership Contractor warrants and represents that it has (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver specified license rights to any Products acquired by Authorized User under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor shall indemnify Authorized Users and hold Authorized Users harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of Contractor's warranties as set forth herein.

c. Product Warranty Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be substantially free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one year from the date of acceptance, whichever is longer (the "Product warranty period").

During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished

individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Product warranty period for individual Products, or for the system as a whole, as applicable, by the cumulative periods of time, after notification, during which an individual Product, or the system as a whole, requires repairs or replacement resulting in down time or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Any component or part replaced by the Contractor under the Contract warranties shall be guaranteed for the greater of: (i) the Product warranty period set forth herein; or (ii) the manufacturer's standard commercial warranty period offered for the component or part, if applicable.

All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.

Where Contractor, the Third-Party Software vendor, or other third-party manufacturer markets any Product delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the Product warranty and extended warranty periods. Where such standard commercial warranty covers all or some of the Product warranty or extended warranty periods, Contractor shall be responsible for the coordination during the Product warranty or extended warranty periods with Third-Party Software vendor or other third-party manufacturers for warranty repair or replacement of Third-Party Software vendor or other third-party manufacturer's Product.

Where Contractor, Third-Party Software vendor, or other third-party manufacturer markets any Product with a standard commercial warranty that goes beyond the Product warranty or extended warranty periods, Contractor shall notify the Authorized User and pass through the standard commercial warranty to Authorized User at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the standard commercial warranty after expiration of the Product warranty and extended warranty periods.

Unless recycled, recyclable, or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable, or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered. Contractor further warrants and represents that no component or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor shall not be responsible for any modification of the Products made by an Authorized User without Contractor's approval.

d. Virus Warranty The Contractor represents and warrants that any Product acquired under the Contract by the Authorized User does not contain any known Viruses. Contractor is not responsible for Viruses introduced at an Authorized User's Site.

e. Date/Time Warranty Contractor warrants that Product furnished pursuant to this Contract shall, when used in accordance with the Product Documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

Where Contractor is providing ongoing services, including but not limited to: (i) consulting, integration, code or data conversion, (ii) maintenance or support services, (iii) data entry or processing, or (iv) contract administration services (e.g., billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including but not limited to the failure or untimely performance of such services.

f. Workmanship Warranty Contractor warrants that the services acquired under this Contract will be provided in a professional and workmanlike manner in accordance with the applicable industry standards, if any. The Authorized User must notify Contractor of any services warranty deficiencies within 90 calendar days from performance of the services that gave rise to the warranty claim.

g. Survival of Warranties All warranties contained in this Contract shall survive the termination of this Contract.

h. Prompt Notice of Breach The Authorized User shall promptly notify the Contactor and the Commissioner in writing of any claim of breach of any warranty provided herein.

i. Additional Warranties Where Contractor, Product manufacturer or service provider generally offers additional or more advantageous warranties than those set forth herein, Contractor shall offer or pass through any such warranties to Authorized Users.

j. No Limitation of Rights The rights and remedies of the State and the Authorized Users provided in this clause are in addition to and do not limit any rights afforded to the State and the Authorized Users by any other clause of the Contract.

55. LEGAL COMPLIANCE Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any extensions thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Solicitation and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.

56. INDEMNIFICATION Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold the Authorized Users harmless from suits, actions, proceedings, claims, losses, damages, and costs (including reasonable attorney fees) of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from this Contract, without limitation;

provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, or other suit for which Contractor is required to fully indemnify an Authorized User, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim for death, personal injury or damage to real or personal tangible property caused by any intentional or willful act, gross negligence, or negligence of Contractor, its agents, employees, partners or Subcontractors, which shall arise from or result directly or indirectly from the Products supplied under this Contract, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters.

57. INDEMNIFICATION RELATING TO INFRINGEMENT

The Contractor shall also defend, indemnify and hold the Authorized Users harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by the Authorized User or by someone other than Contractor at the direction of the Authorized User without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify an Authorized User for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of the Authorized User.

The Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for the Authorized User the right to continue usage (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) to replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Contract, in whole or in part as necessary and applicable, provided that the Authorized User is given a refund for any amounts paid for the period during which usage was not feasible.

In the event that an action or proceeding at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Product under the Contract infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall immediately notify the Authorized User and the New York State Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract and to what extent it is not so obligated to defend and indemnify. Contractor shall in such event protect the interests of the Authorized User and attempt to secure a continuance to permit the State and the Authorized User to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. In the event of a dispute regarding the defense, the Contractor and the Attorney General shall try to reach an amicable resolution, but the Attorney General shall have the final determination on such matters. This constitutes the Authorized User's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

58. LIMITATION OF LIABILITY Except as otherwise set forth in the Indemnification clause and the Indemnification Relating to Infringement clause, the limit of liability shall be as follows:

a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products forming the basis of the Authorized User's claim or (ii) five hundred thousand dollars ($500,000), whichever is greater.

b. The Authorized User may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Authorized User unless Contractor at the time of the presentation of claim shall demonstrate to the Authorized User's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

c. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others.

59. DISPUTE RESOLUTION PROCEDURES

It is the policy of OGS to provide interested parties, as defined in the OGS Dispute Resolution Procedures, with an opportunity to

administratively resolve disputes, complaints or inquiries related to Solicitations, contract awards and contract administration. OGS encourages interested parties to seek resolution of disputes through consultation with OGS staff. All such matters shall be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of the OGS Dispute Resolution Procedures may be obtained by contacting the designated contact for the Solicitation, the Contract manager, or at the OGS website. OGS reserves the right to change the procedures set forth in the Dispute Resolution Procedures without seeking a Contract amendment.

To the extent the scope of the Solicitation or Contract includes the sale, development, maintenance, or use of information technology Products such as software, computer components, systems, or networks for the processing, and distribution, or storage, or storage of data, the following clauses shall govern, as applicable.

60. SOFTWARE LICENSE GRANT Where Product is acquired on a licensed basis the following shall constitute the license grant:

a. License Scope Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product within its business enterprise in the United States up to the maximum licensed capacity stated on the Purchase Order. Product may be accessed, used, executed, reproduced, displayed or performed up to the capacity measured by the applicable licensing unit stated on the Purchase Order (e.g., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation, virtual partition). Licensee shall have the right to use those modifications or customizations of the Product that have been purchased by Licensee and to distribute such modifications or customizations for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications or customizations, however extensive, shall not diminish Licensor's proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

Licensee and Contractor may agree to alternative licensing rights (e.g., subscription, term, virtual) for specific Products used by the Contractor in performing the services, provided such agreement is reached prior to Bid, Mini-Bid, RFQ, or Contract award, as applicable. Such licensing rights will be specified in an applicable Purchase Order or other document approved by Licensee and Contractor.

b. License Term The license term shall commence upon the License Effective Date, provided, however, that where an acceptance or trial period applies to the Product, the license term shall be extended by the time period for testing, acceptance or trial.

c. Product Documentation Contractor shall provide Product Documentation electronically to Licensee at no charge. If Product Documentation is made available to customers in hard copy, Contractor shall provide at no charge one hard copy.

Contractor hereby grants to Licensee a non-exclusive, fully paid-up, royalty-free perpetual license in the Product Documentation to make, reproduce, and distribute, either electronically or otherwise, copies of the Product Documentation as necessary to enjoy full use of the Product in accordance with the Contract.

d. Product Technical Support & Maintenance Licensee shall have the option of electing the Product technical support and maintenance ("maintenance") set forth in the Contract by giving written notice to Contractor any time during the Centralized Contract term. Contractor shall fully disclose all terms and conditions of maintenance available to Licensee, including the extent to which updates, upgrades, revisions, and new releases are included in maintenance. Maintenance terms and any renewals thereof are independent of the expiration of the Centralized Contract term and shall not automatically renew.

Unless otherwise provided by written agreement between the Contractor and Licensee, maintenance offered shall include, at a minimum, (i) the provision of Error Corrections, updates, enhancements, revisions, Patches, and upgrades to Licensee, and (ii) help desk assistance at no additional cost, either by toll-free telephone

or on-line functionality. Contractor shall maintain the Product so as to provide Licensee with the ability to utilize the Product in accordance with the Product Documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Licensee shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Licensee does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor the amount that would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor shall submit written notification to Licensees of the upcoming maintenance end date no later than 60 calendar days prior to such maintenance end date.

e. Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Site not originally specified in the license, including transfers within Agencies, between Agencies, and pursuant to governmental restructuring or reorganization ("permitted license transfers"). Licensees do not have to obtain the approval of Contractor for permitted license transfers, but must give 30 days prior written notice to Contractor of such moves and certify in writing that the Product is not in use at the prior Site. There shall be no additional license or other transfer fees due Contractor, provided that: (i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred Site (e.g., named users, seats, or MIPS); or (ii) if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee. In the event that the maximum capacity of the consolidated machine is greater than the combined individual license capacity of all licenses running at the consolidated or transferred Site, and a logical or physical partition or other means of restricting use is not available, the fees due Contractor shall not exceed the fees otherwise payable for a single license for the upgrade capacity.

f. Restricted Use By Third Parties Third parties retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided that: (i) Licensee gives notice to Contractor of such third party, Site of intended use of the Product, and means of access; and (ii) such third party has executed, or agrees to execute, the Product manufacturer's standard nondisclosure or restricted use agreement, which executed agreement shall be accepted by the Contractor ("Non-Disclosure Agreement"); and (iii) such third party maintains a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third party's compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the State or Licensee.

g. Archival Back-Up and Disaster Recovery Licensee may use and copy the Product and related Documentation in connection with: (i) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures; (ii) reproducing a reasonable number of copies of the Product and related Documentation for cold site storage; (iii) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed herein. The phrase "cold site storage" means a restorable back-up copy of the Product not to be installed until the need for disaster recovery arises. The phrase "disaster recovery" means the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development. Contractor shall fully disclose all archival back-up and disaster recovery options available to Licensee (e.g., cold, warm, and hot back-up), including all terms and conditions, additional charges, or use authorizations associated with such options.

h. Confidentiality Restrictions If any portion of the Product or Product Documentation contains confidential, proprietary, or trade secret information, the Contractor shall identify such information in writing to the Licensee. The terms of Licensee's use and disclosure of such information shall be governed by a written agreement between the Contractor and the Licensee, which, in the case of Licensees that are State or local governmental entities, recognizes that they are subject to the New York Freedom of Information Law.

i. Restricted Use by Licensee Except as expressly authorized by the Terms of License, Licensee shall not: (i) copy the Product; (ii) cause or permit reverse compilation or reverse assembly of all or any portion of the Product; or (iii) export the Licensed Software in violation of the Export Administration Regulations (EAR) or the International Traffic in Arms Regulations (ITAR).

61. PRODUCT ACCEPTANCE Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, an Authorized User shall have 30 days from the date of delivery to accept hardware Products and 60 days from the date of delivery to accept all other Product. Where the Contractor is responsible for installation, acceptance shall be from completion of installation. Title or other property interest and risk of loss shall not pass from Contractor to the Authorized User until the Products have been accepted. Failure to provide notice of acceptance or rejection or a deficiency statement to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User as of the expiration of that period. The license term shall be extended by the time periods allowed for trial use, testing and acceptance.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User shall have the option to run testing on the Product prior to acceptance, such tests and data to be specified by Authorized User. Where using its own data or tests, Authorized User must have the tests or data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, which shall be made part of the Contractor's standard documentation and shall be covered by the Product warranty. The test data shall remain accessible to the Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within the specified acceptance period, and the Contractor or Product is responsible for the delay, Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for an additional 30 day increment. Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, if the Authorized User elects to provide a deficiency statement specifying how the Product fails to meet the specifications within the testing period, Contractor shall have 30 days to correct the deficiency, and the Authorized User shall have an additional 60 days to evaluate the Product as provided herein.

If the Product does not meet the specifications at the end of the extended testing period, Authorized User, upon prior written notice to Contractor, may then reject the Product and return all defective Product to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability clause for any liability for costs incurred at the direction or recommendation of Contractor. When Product is not accepted, it must be removed by the Contractor from the premises of the Authorized User within ten calendar days of notification of non-acceptance by the Authorized User. Rejected items not removed by the Contractor within the ten calendar day period shall be regarded as abandoned by the Contractor and the Authorized User shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period.

62. AUDIT OF LICENSED PRODUCT USAGE Contractor shall have the right to periodically audit, no more than annually, at Contractor's expense, use of licensed Product at any Site where a copy of the Product resides. Contractor may conduct such audits remotely or on Site. If conducted remotely and if Contractor makes a license management program available, the Licensee agrees to install such program and use it within a reasonable period of time, provided such program meets Licensee's security or other requirements. If conducted on Site: (i) Contractor shall give Licensee at least 30 days advance written notice, (ii) such audit shall be conducted during Licensee's normal business hours, (iii) the audit shall be conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three auditing/accounting firms from which the Licensee will select one; and (iv) Contractor and Licensee are each entitled to designate a representative who shall be entitled to participate, and who shall mutually agree on audit format, and simultaneously review all information obtained by the audit. Such representatives also shall be entitled to copies of all reports, data or information obtained from the audit. If the audit shows that such party is not in compliance, Licensee shall be required to purchase additional licenses or capacities necessary to bring it into compliance and shall pay for the unlicensed capacity at the net pricing in effect under the Contract at time of audit, or if none, then at the Contractor's U.S. commercial list price. Once such additional licenses or capacities are purchased, Licensee shall be deemed to have been in compliance retroactively, and Licensee shall have no further liability of any kind for the unauthorized use of the software.

In the event of an on-Site audit, the Software Alliance, Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) may not be used directly or indirectly to conduct such audit, nor may such entities be recommended by Contractor.

63. NO HARDSTOP OR PASSIVE LICENSE MONITORING
Unless otherwise expressly agreed to by the Licensee, the Product and all upgrades shall not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs," "time locks," or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Any Contractor access to the Product agreed to by Licensee as provided above shall be in accordance with Licensee's security or other requirements. Contractor agrees that in the event of a breach of this provision that Licensee shall not have an adequate remedy at law, including monetary damages, and that Licensee shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Licensee shall be entitled.

64. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

This clause shall apply where Contractor is commissioned by the Authorized User to furnish project deliverables as detailed in the Purchase Order.

a. Definitions

(i) For purposes of this clause, "Products" means deliverables furnished under this Contract by or through Contractor, including existing and custom Products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on electronic media c) Third-Party Software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code, object code).

(ii) For purposes of this clause, "Existing Products" means tangible Products and intangible licensed Products that exist prior to the commencement of work under the Contract. Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the project.

(iii) For purposes of this clause, "Custom Products" means Products, preliminary, final, or otherwise, that are created or developed by Contractor, its Subcontractors, partners, employees, or agents for Authorized User under the Contract.

b. Title to Project Deliverables Unless otherwise specified in writing in the Purchase Order, the Authorized User shall have ownership and license rights as follows:

(i) Existing Products:

1. Hardware - Title and ownership of Existing hardware Products shall pass to Authorized User upon acceptance.

2. Software - Title and ownership to Existing software Products delivered by Contractor under the Contract that is normally commercially distributed on a license basis by the Contractor or other Third-Party Software vendor ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with Contractor or the Third-Party Software vendor. Effective upon acceptance, such Product shall be licensed to Authorized User in accordance with the Contractor or Third-Party Software vendor's standard license

agreement; provided, however, that such standard license, must, at a minimum: (a) grant Authorized User a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless Contractor advises Authorized User as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the Authorized User's satisfaction) and distribute Existing Licensed Product to the Authorized User up to the license capacity stated in the Purchase Order or work order with all license rights necessary to fully effect the general business purposes stated in the Solicitation or Authorized User's Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State of New York as the Licensee where the Authorized User is a State Agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the Third-Party Software vendor's standard license agreement, the Contractor shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this clause.

(**ii) Custom Products**: Effective upon creation of Custom Products, Contractor hereby conveys, assigns and transfers to Authorized User the sole and exclusive rights, title and interest in Custom Products, whether preliminary, final or otherwise, including all trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor, its agents, employees, or Subcontractors. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purposes as stated in paragraph (b)(i)(2), above.

c. Transfers or Assignments to a Third-Party Financing Agent It is understood and agreed by the parties that a condition precedent to the consummation of the purchases under the Contract may be the obtaining of acceptable third-party financing by the Authorized User. The Authorized User shall make the sole determination of the acceptability of any financing proposal. The Authorized User will make all reasonable efforts to obtain such financing, but makes no representation that such financing has been obtained as of the date of Bid receipt. Where financing is used, Authorized User may assign or transfer its rights in Licensed Products (existing or custom) to a third-party financing entity or trustee ("Trustee") as collateral where required by the terms of the financing agreement. Trustee's sole rights with respect to transferability or use of Licensed Products shall be to exclusively sublicense to Authorized User all of its Licensee's rights under the terms and conditions of the License Agreement; provided, further, however, in the event of any termination or expiration of such sublicense by reason of payment in full, all of Trustee's rights in such Licensed Product shall terminate immediately and Authorized User's prior rights to such Existing Licensed Product shall be revived.

d. Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS) The Authorized User's sale or other transfer of Custom Products which were acquired by the Authorized User using third-party, tax-exempt financing may not occur until such Custom Products are, or become, useable. In the event that the Contractor wishes to obtain ownership rights to Custom Products, the sale or other transfer shall be at fair market value determined at the time of such sale or other transfer, and must be pursuant to a separate written agreement in a form acceptable to the Authorized User which complies with the terms of this clause.

e. Contractor's Obligation with Regard to Third–Party Software Where Contractor furnishes Existing Licensed Products as a project deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or the Third-Party Software vendor's standard license agreement, Contractor shall be responsible for obtaining from the Third-Party Software proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

65. PROOF OF LICENSE The Contractor must provide to each Licensee who places a Purchase Order either: (i) the Product developer's certified license confirmation certificates in the name of such Licensee; (ii) a written confirmation from the proprietary owner accepting Product invoice as proof of license; or (iii) other similar proof of license. All proofs of license must be in a form acceptable to the Licensee.

66. CHANGES TO PRODUCT OR SERVICE OFFERINGS

a. Product or Service Discontinuance Where Contractor is the Product manufacturer/developer, and Contractor publicly announces to all U.S. customers ("date of notice") that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by Contractor ("withdrawn support") is no longer going to be offered, Contractor shall be required to: (i) notify the Commissioner and each Licensee then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the Contract terms previously offered for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) at Licensee's option, and in order to enable Licensee to continue the use and maintenance of the Product, provide Licensee with a Product replacement or migration path with at least equivalent functionality at no additional charge, provided that Licensee is under contract for maintenance on the date of notice and Contractor is offering such replacement or migration path to all of its similarly situated, supported customers without additional charge.

In the event that the Contractor is not the Product manufacturer, Contractor shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five business days of Contractor receiving notice from the Product manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate Contractor's obligations where withdrawn support is being provided by an independent Subcontractor. In the event that such Subcontractor ceases to provide service, Contractor shall be responsible for subcontracting such service, subject to State approval, to an alternate Subcontractor.

b. Product or Service Re-Bundling In the event that Contractor is the Product manufacturer and publicly announces to all U.S. customers ("date of notice") that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, Contractor shall

be required to: (i) notify the Commissioner and each Licensee in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current NYS Contract for the greater of: (a) the best terms offered by Contractor to any other similarly situated, supported customer, or (b) not less than 12 months from the date of notice; and (iii) shall submit the proposed rebundling change to the Commissioner for approval prior to its becoming effective for the remainder of the Contract term. The provisions of this section do not apply if the Contractor is not the Product manufacturer.

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Office of the Attorney General – Procurement Lobbying Guidelines

I. Introduction

The Guidelines have been issued pursuant to the New York State Finance Law, which prohibits lobbying on procurement contracts. The Guidelines, which apply to all Office of Attorney General (OAG) procurement contracts, limit communications between offerers and the OAG during the Restricted Period of a Governmental Procurement. During the Restricted Period, an Offerer may only communicate with the person or persons designated by the OAG to receive communications regarding such Governmental Procurement.

II. Statutory Definitions[1]

ARTICLE OF PROCUREMENT A commodity, service, technology, public work, construction, revenue contract, the purchase sale or lease of real property or an acquisition or granting of an interest in real property that is the subject of a governmental procurement.

CONTACT Any oral, written or electronic communication with the OAG under circumstances where a reasonable person would infer that the communication was intended to influence the governmental procurement.

GOVERNMENTAL ENTITY All New York State agencies and authorities, both houses of the Legislature, the Unified Court System, municipal agencies and their respective employees.

GOVERNMENTAL PROCUREMENT shall mean: (i) the preparation of terms of the specifications, bid documents, requests for proposals, or evaluations criteria for a procurement contract, (ii) solicitation for a procurement contract, (iii) evaluation of a procurement contract, (iv) award, approval, denial or disapproval of a procurement contract, or (v) approval or denial of an assignment, amendment (other than amendments that are authorized and payable under the terms of the procurement contract as it was finally awarded or approved by the Comptroller, as applicable), renewal or extension of procurement contract, or any other material change in the procurement contract resulting in a financial benefit to the offerer.

OFFERER The individual or entity, or any employee agent or consultant or person acting on behalf of such individual or entity, that communicates with the OAG about a **Governmental Procurement** or seeks to participate in a **Governmental Procurement**.

PROCUREMENT CONTRACT Any contract or other agreement for an **Article of Procurement** involving an estimated annualized expenditure in excess of $15,000. Grants, Article 11-B State Finance Law Contracts, Intergovernmental Agreements, Railroad and Utility Force Accounts, Utility Relocation Project Agreements or Orders of Eminent Domain Transactions shall not be deemed **Procurement Contracts** in these Guidelines.

RESTRICTED PERIOD The period of time commencing with the earliest date of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method for soliciting a response from Offerers intending to result in a **Procurement Contract** with the OAG and, ending with the final contract award and approval by, where applicable, the Office of the State Comptroller.

III. Exemptions

Certain communications are exempt from the Guidelines. These include: (i) submissions in response to an invitation for bid, a request for proposal or other solicitation, (ii) submissions of written questions to a designated contact set forth in an invitation for bid, request for proposal or other solicitation, (iii) participation in a conference provided for in an invitation for bid, request for proposal or other solicitation, (iv) contract negotiations, (v) inquiries regarding the factual status of a **Procurement Contract**, and (vi) complaints and protests regarding the procurement process and outcome.

In addition, any communication received by the OAG from members of the New York State Legislature or the Legislative Staff, when acting in their official capacity, shall not be considered a **Contact**.

IV. Violations

A violation of these Guidelines occurs when there is a **Contact** during the **Restricted Period** between the **Offerer** and someone other than the person or persons designated by the OAG to receive communications for the particular **Governmental Procurement**. This includes instances where the **Offerer Contacts** the OAG regarding **Governmental Procurements** of other **Governmental Entities**.

Attempts by an **Offerer** to influence a **Governmental Procurement** in a manner that would result in a violation of the Public Officer's Law, the Executive Orders of the Attorney General, or any other applicable ethics code shall also be a violation of these Guidelines.

V. Procedures

A. Notifying Vendors of Procurement Lobbying Guidelines

1. For each **Procurement Contract**, the OAG Budget and Fiscal Management Bureau will designate a person or persons to receive communications from **Offerers** concerning the **Procurement Contract**.
2. The OAG Purchasing Team will incorporate a summary of the policy and prohibitions regarding permissible communications during a **Governmental Procurement** in its documents relating to the **Procurement Contract** and provide a copy of these Guidelines.
3. The OAG Purchasing Team shall seek written affirmation from all **Offerers** as to the **Offerer's** understanding of and compliance with these Guidelines (Appears at the end of this guideline).

B. Making Determinations of Responsibility

1. Prior to award of a **Procurement Contract**, the OAG must make a responsibility determination with respect to the **Offerer** to be recommended for the award of the contract based upon, among other things, the information supplied by that **Offerer**. The **Offerer** must disclose in the Vendor Responsibility Questionnaire whether it has been found non-responsible within the last five years by any **Governmental Entity** for: (1) failure to comply with State Finance Law §139-j, or (2) the intentional provision of false or incomplete information. This disclosure must be certified by the **Offerer** and must affirmatively state that the information supplied by the **Offerer** to the OAG is complete, true and accurate (Appears at the end of this guideline).

2. The **Procurement Contract** shall include a provision allowing the OAG to terminate the contract if the certification is subsequently found to be incomplete, false or inaccurate. Admissions by the **Offerer** of past findings of non-responsibility may constitute a basis for rejection of the **Offerer** by the OAG. The OAG can award a contract to the **Offerer** despite the past findings of non-responsibility if it determines that the award of the **Procurement Contract** to the **Offerer** is necessary to protect public property or public health or safety, and that the **Offerer** is the only source capable of supplying the required **Article of Procurement** within the necessary time frame. The basis of such a finding must be included in the procurement record of the **Procurement Contract**.

C. Recording Contacts

1. All OAG employees must record any **Contact** from any person or entity. **Contacts** may be initiated by parties with an interest in the procurement that are not necessarily connected directly to the **Offerer**. **Contacts** may come in the form of telephone conversations, correspondence, electronic mail and person-to-person discussions. The Record of Contact Form should be used to record all **Contacts**.
2. Examples of **Contacts** for which a Record of Contact must be completed include:
a. During the **Restricted Period**, an **Offerer Contacts** an OAG employee (other than the employee designated to receive such communications) to discuss the **Offerer's**, cost-competitiveness or its suitability to be selected for a contract
b. A court reporter, expert witness or any other vendor offers an OAG employee a gift of any monetary value during the **Restricted Period**.
3. Examples of permissible communications for which there is no need to prepare Record of Contact include:
a. Inquiries as to the status of the procurement process
b. Requests to be included on the OAG's **Offerer's** list
c. Receipt of advertising material
d. Intra-agency communications of administrative details concerning the procurement
e. Responses to OAG issued Requests for Information
f. Written questions submitted by **Offerers** regarding a solicitation during the allowable time period of a competitive procurement
g. Complaints about the procurement process or outcome
h. Participation in an **Offerer's** conference as provided in a request for proposal or invitation for bid
i. Submission of a bid in response to a request for proposal or invitation for bid
j. Contract negotiations
k. Debriefing of a **Offerer** after a contract award has been made
4. If an OAG employee is in doubt about whether a communication was intended to influence the **Governmental Procurement**, he/she should record the communication on the Record of Contact Form and submit it to ProcurementLaw@OAG.State.NY.US for further investigation
5. The OAG Purchasing Team will be required to include all Records of Contact in the procurement record for the related **Procurement Contract**.

D. Investigation of Contacts/ Penalties for Violations

1. All reported **Contacts** will be immediately investigated by the OAG Ethics Officer or his or her designee. If the OAG Ethics Officer finds sufficient cause to believe that an **Offerer** has violated these Guidelines, the **Offerer** will be notified in writing of the investigation and will be afforded an opportunity to respond to the alleged violation. Investigations will be completed as soon as practicable so as not to delay the progress of the **Governmental Procurement**.
2. If the OAG Ethics Officer should find at the conclusion of the investigation that the **Offerer** knowingly and willfully made prohibited **Contact** in violation of these Guidelines, then the **Offerer** shall be disqualified as non-responsible, unless the OAG makes a finding that the award of the **Procurement Contract** to the **Offerer** is necessary to protect public property or public health or safety, and that the **Offerer** is the only source capable of supplying the required **Article of Procurement** within the necessary time frame. The basis of such a finding must be included in the procurement record of the **Procurement Contract**.

[1]Defined terms are in bold

Bidder Understanding & Compliance with State Finance Law Section 139-j & 139-k:

Company affirms that it understands and agrees to comply with the procedures of the Office of the Attorney General relative to permissible contacts as required by State Finance Law Section 139-j (3) and Section 139-j (6) (b); and that all information provided to the Office of the Attorney General, with respect to State Finance Law Section 139-k is complete, true and accurate.

Signed By: _____

Date: _____

Name (Print): _____

Title: _____

Company Name:
_____

Company Address:
_____
_____

Bidder Disclosure of Prior Non-Responsibility Determinations:

Has any NYS agency/authority made a finding of non-responsibility regarding the Offerer in the last 5 years?:
☐ Yes ☐ No

Has any NYS agency/authority terminated a procurement contract with the Offerer due to intentional provision of false or incomplete information?:
☐ Yes ☐ No

If "Yes" to either/both questions, please provide details; such as: NYS agency/authority, Basis for Finding, Year of Finding/Termination, and Facts Underlying Finding/Termination.

NYS Vendor ID: 000000000

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or owner's official representative authorized to legally bind the Reporting Entity must certify the truth of the questionnaire answers.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf. These terms may not have their ordinary, common or traditional meanings. Each vendor must read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered fully. Each response must provide **all** relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity is not required to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

REPORTING ENTITY

Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of "Reporting Entity" but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.

ASSOCIATED ENTITY

An Associated Entity is one that owns or controls the Reporting Entity, or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does **not** include "sibling organizations" (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity. Please refer to the Definitions List for the complete definition.

STRUCTURE OF THE QUESTIONNAIRE

The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.

NYS Vendor ID: 000000000

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION			
Legal Business Entity Name*			EIN
Address of the Principal Place of Business (street, city, state, zip code)			New York State Vendor Identification Number
		Telephone Ext.	Fax
Email			Website

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years and the status (active or inactive).

Type	Name	EIN	Status

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

☐ Corporation (including PC)	Date of Incorporation
☐ Limited Liability Company (LLC or PLLC)	Date of Organization
☐ Partnership (including LLP, LP or General)	Date of Registration or Establishment
☐ Sole Proprietor	How many years in business?
☐ Other	Date Established

If Other, explain:

1.1 Was the Legal Business Entity formed or incorporated in New York State?	☐ Yes ☐ No

If 'No,' indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

☐ United States State _____

☐ Other Country _____

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No

If "Yes," provide CIK Code or Ticker Symbol

1.3 Does the Legal Business Entity have a DUNS Number?	☐ Yes ☐ No

If "Yes," Enter DUNS Number

*All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," which can be found at https://www.osc.state.ny.us/files/vendors/2017-11/vendor-questionnaire-definitions.pdf

NYS Vendor ID: 000000000

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION	
1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Service-Disabled Veteran-Owned Business (SDVOB), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)? If "Yes," check all that apply: ☐ New York State certified Minority-Owned Business Enterprise (MBE) ☐ New York State certified Women-Owned Business Enterprise (WBE) ☐ New York State certified Service-Disabled Veteran-Owned Business (SDVOB) ☐ New York State Small Business (SB) ☐ Federally certified Disadvantaged Business Enterprise (DBE)	☐ Yes ☐ No

1.6 Identify Officials and Principal Owners of the Reporting Entity, if applicable. For each person, include name, title, date of birth, and percentage of ownership. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage ownership. Identify all Business Entities owning 25% or more of the Reporting Entity and include name, address, EIN and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional. Each Business Entity identified as a Principal Owner must also submit a vendor responsibility questionnaire.

If there is no person or Business Entity that owns 25% or more of the Reporting Entity (or 10% or more if the Reporting Entity is publicly traded), check here. ☐

Name of Officials and Principal Owners (for each person, please include a middle initial)	Title	Date of Birth	Percentage Ownership (*Enter 0% if not applicable*)

Name of each Business Entity owning 25% or more of Reporting Entity	Address	EIN	Percentage Ownership

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

II. REPORTING ENTITY INFORMATION	
2.0 The Reporting Entity for this questionnaire is: Note: Select only one. ☐ Legal Business Entity *Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)* ☐ Organizational Unit within and operating under the authority of the Legal Business Entity SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION. *Note: If selecting this option, "Reporting Entity" refers to the Organizational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)*	
IDENTIFYING INFORMATION	
a) Reporting Entity Name	
Address of the Primary Place of Business (street, city, state, zip code)	Telephone ext.
b) Describe the relationship of the Reporting Entity to the Legal Business Entity	
c) Attach an organizational chart	
d) Does the Reporting Entity have a DUNS Number?	☐ Yes ☐ No
If "Yes," enter DUNS Number	
e) Identify the designated manager(s) responsible for the business of the Reporting Entity. *For each person, include name and title. Attach additional pages if necessary.*	

Name	Title

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each "Other," provide an explanation which provides the basis for not definitively responding "Yes" or "No." Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY ***Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:***	
3.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ Other
3.1 Suspended, debarred, or disqualified from any government contracting process?	☐ Yes ☐ No ☐ Other
3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	☐ Yes ☐ No ☐ Other
3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No ☐ Other
For each "Yes" or "Other" provide an explanation for the response and attach additional sheets with numbered responses if necessary:	

IV. INTEGRITY – CONTRACT BIDDING ***Within the past five (5) years, has the reporting entity*:**	
4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers' Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?	☐ Yes ☐ No
4.3 Had a bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?	☐ Yes ☐ No
For each "Yes," provide an explanation for the response and attach additional sheets with numbered responses if necessary:	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

V. INTEGRITY – CONTRACT AWARD ***Within the past five (5) years, has the reporting entity*:**	
5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	☐ Yes ☐ No
5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?	☐ Yes ☐ No
5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?	☐ Yes ☐ No
For each "Yes," provide an explanation for the response and attach additional sheets with numbered responses if necessary:	

VI. CERTIFICATIONS/LICENSES ***Within the past five (5) years, has the reporting entity*:**	
6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	☐ Yes ☐ No
For each "Yes," provide an explanation for the response and attach additional sheets with numbered responses if necessary:	

VII. LEGAL PROCEEDINGS ***Within the past five (5) years, has the reporting entity*:**	
7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?	☐ Yes ☐ No
7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	☐ Yes ☐ No
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?	☐ Yes ☐ No
7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No
7.5 Other than previously disclosed: a) Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?	☐ Yes ☐ No
For each "Yes," provide an explanation for the response and attach additional sheets with numbered response if necessary:	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY	
8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over $25,000 for any reason, including failure to meet Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or Disadvantaged Business Enterprise goals?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.2 Within the past five (5) years, have any liens, claims or judgments (not including UCC filings) over $25,000 been filed against the Reporting Entity which remain undischarged?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s), the current status of the issue(s), and the balance of the lien or judgment not yet paid. Provide answer below or attach additional sheets with numbered responses.	
8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No
If "Yes," provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.	
8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?	☐ Yes ☐ No
If "Yes," provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.	
8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?	☐ Yes ☐ No
If "Yes," provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?	☐ Yes ☐ No
a) If "Yes," did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?	☐ Yes ☐ No
If "Yes" to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of "associated entity" for additional information to complete this section.)

9.0 Does the Reporting Entity have any Associated Entities? Note: All questions in this section must be answered if the Reporting Entity is either: – An Organizational Unit; or – The entire Legal Business Entity which controls, or is controlled by, any other entity(ies). If "No," SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X. If "Yes," provide the name, address and EIN of each Associated Entity and its relationship to the Reporting Entity.	☐ Yes ☐ No
9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the individual involved, their title and role in the Associated Entity, identify the Associated Entity's name(s), EIN(s), primary business activity, the individual's relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over $50,000?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant's name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.	
9.3 Within the past five (5) years, has any Associated Entity:	
a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?	☐ Yes ☐ No
b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?	☐ Yes ☐ No
c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City or New York local government contract?	☐ Yes ☐ No
d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?	☐ Yes ☐ No
e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?	☐ Yes ☐ No
f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?	☐ Yes ☐ No
g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity.

(See definition of "associated entity" for additional information to complete this section.)

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity's name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.	☐ Yes ☐ No

If "Yes," indicate the question number(s) and explain the basis for the claim.

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

NYS Vendor ID: 000000000

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Date _____

QUICK GUIDE TO WORKERS' COMPENSATION AND DISABILITY INSURANCE DOCUMENTATION

The Office of the State Comptroller requires proof of (1) workers' compensation insurance coverage and (2) disability benefits insurance coverage when a state agency submits any type of agreement to the comptroller's office for approval.

This document is intended to assist businesses and other parties for expert service contracts to efficiently determine what form they should complete and submit concerning the New York State Workers' Compensation Program and Disability Insurance Program. This document does not constitute legal advice.

As an initial matter, businesses and other parties may wish to explore whether they are exempt from carrying (1) workers' compensation insurance coverage and/or (2) disability benefits insurance coverage. The business or other party can fill out Form CE-200 which is an Affidavit of Exemption from the workers' compensation and disability insurance coverage requirements if he or she is not required to carry the insurances.

Businesses and other parties may seek an exemption from workers' compensation requirement if:

- ☐ B. The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- ☐ C. The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.
- ☐ D. The business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.
- ☐ E. The business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must hold an office and own at least one share of stock). Other than the two corporate officers/owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.

Business and other parties may seek an exemption from disability requirement if:

- ☐ B. The business MUST be either: 1) owned by one individual; **OR** 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; **OR** 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); **OR** 4) is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

There are other potential grounds for an exemption, but they have not been discussed in this document. The paper version of form CE-200 is attached should the contractor wish to review it.

There are two ways to file the CE-200 Form: (1) via a paper submission or (2) and electronic submission.

Paper - The CE-200 application form should be completed in its entirety and submitted to the Workers' Compensation Board by mail or fax. The application will be processed in the order received and a certificate of attestation of exemption will be mailed to the applicant. This process may take up to four weeks to complete.

Electronic - For those who require an exemption immediately, please access the on-line application that can be found on the Board's website, at www.wcb.ny.gov Click the "WC/DB Exemption" button on the Board's main webpage and then click on "Request for WC/DB Exemption (Form CE-200)." Complete the CE-200 application questionnaire on-line. You will be able to immediately print the certificate of attestation of exemption after completing the on-line application to document that you have submitted the CE-200 form with the Workers' Compensation Board.

Businesses and other parties must provide a copy of the certificate of attestation (Form CE-200) or acceptable certification of (1) workers' compensation insurance coverage and (2) disability benefits insurance coverage to the Attorney General's Budget and Fiscal Management Bureau.

The five acceptable workers' compensation insurance certification forms are:

- Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carriers;
- Form U-26.3-- issued by the State Insurance Fund;
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance;
- Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- Form CE-200 -- Certificate of Attestation of Exemption from Workers' Compensation and/or Disability Benefits insurance coverage.

The three acceptable disability insurance certification forms are:

- Form DB-120.1 - Certificate of Disability Benefits Insurance; or
- Form DB-155- Certificate of Disability Benefits Self Insurance
- Form CE-200 -- Certificate of Attestation of Exemption from Workers' Compensation and/or Disability Benefits insurance coverage. (Conveniently, this is the same form for exemption from Workers Compensation Insurance.)

Please note the NYS Office of the Attorney General should be listed as the "issuing government agency" on form CE-200 or "entity requesting proof of coverage" on forms C-105.2, GSI-105.2 and DB-120.1.

Questions regarding coverage requirements may be directed to Walter Peretti of the Workers' Compensation Board's Compliance Division at 518-402-8330 or walter.peretti@wcb.ny.gov.

New York State Workers' Compensation Board

Application for Certificate of Attestation of Exemption

from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage.

For NYS workers' compensation exemption, this application may only be completed by entities with no employees or out-of-state entities obtaining contracts for which ALL work is performed outside of NYS. For NYS disability benefits exemption, it may only be completed by entities without employees or those with employees, as defined by the NYS Disability Benefits Law, working in NYS for less than thirty days in a calendar year.

A certificate of attestation of exemption can ONLY be used to attest to a government entity that the applicant requesting a permit, license or contract from that government entity is not required to carry workers' compensation and/or disability benefits insurance.

The application must be completed in its entirety and submitted to the Workers' Compensation Board by fax or mail. The application will be processed in the order received and a certificate of attestation of exemption will be mailed to the applicant. This process may take up to four weeks.

To obtain a certificate immediately, please use the *on-line application* at *www.wcb.ny.gov*. Once the application is completed on-line, you can immediately print the certificate on your printer.

Please review the separate instructions (form CE-200 instructions) prior to completing this application. Please print clearly.

1. Applicant Personal Information:

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Country (If other than U.S.) _____

Personal Phone Number (_____) _____

2. Your Title (check only one)

- ☐ Sole Proprietor
- ☐ President
- ☐ Vice President
- ☐ Secretary
- ☐ Homeowner
- ☐ Treasurer
- ☐ Partner
- ☐ Member
- ☐ Trustee
- ☐ Board Member
- ☐ Other (please provide title) _____

3. Legal Entity Information:

Business Federal ID (If none, enter social security number): _____

Legal Entity Name: _____

Doing Business As Name_____

Business Phone: (_____)_____E-mail _____

☐ Check here if business address is the same as the applicant's personal address. If different, enter business address below.

Business Street Address: _____

City: _____ State: _____ Zip:_____

Country (If other than U.S.) _____

4. Permit/License/Contract Information:

A. Nature of Business:(please check only one)

- ☐ Construction/Carpentry
- ☐ Demolition
- ☐ Plumbing
- ☐ Restaurant / Food Service
- ☐ Food CartVendor
- ☐ Homeowner
- ☐ Bar / Tavern
- ☐ Electrical
- ☐ Landscaping
- ☐ Farm
- ☐ Trucking / Hauling
- ☐ Horse Trainer/Owner
- ☐ Hotel / Motel
- ☐ Mobile - Home Park
- ☐ Other (please explain) _____

B. Applying for:

- ☐ License (list type) _____
- ☐ Permit (list type) _____
- ☐ Contract with Government Agency

Issuing Government Agency: _____
(e.g. New York City Building Department, Ulster County Health Department, New York State Department of Labor, etc.)

5. Job Site Location Information: (Required if applying for a building, plumbing, or electrical permit)

A. Job Site Address

Street address_____

City: _____ State: _____ Zip: _____County: _____

B. Dates of project: (mm/dd/yyyy) _____ to:(mm/dd/yyyy) _____

Estimated Dollar amount of project:

- ☐ $0 - $10,000
- ☐ 10,001- $25,000
- ☐ $25,001 - $50,000
- ☐ $50,001 - $100,000
- ☐ Over $100,000

6. Partners/Members/Corporate Officers -must list all with titles except for limited partnerships which must include only general partners. Sole proprietors can skip this section.

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

(Attach additional sheet if necessary)

Employees of the Workers' Compensation Board cannot assist applicants in answering questions in the following two sections. Please contact an attorney if you have any questions regarding these sections.

7. Please select the reason that the legal entity is NOT required to obtain New York State Specific Workers' Compensation Insurance Coverage:

☐ A. The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

☐ B. The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

☐ C. The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors**.**

☐ D. The business is a one person owned corporation, with that individual owning all of the stock and holding all offices of the corporation. Other than the corporate owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.

☐ E. The business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (each individual must hold an office and own at least one share of stock). Other than the two corporate officers/owners, there are no employees, day labor, leased employees, borrowed employees, part-time employees, other stockholders, unpaid volunteers (including family members) or subcontractors.

☐ F. The applicant is a nonprofit (under IRS rules) with NO compensated individuals providing services except for clergy; or is a religious, charitable or educational nonprofit (Section 501(c)(3) under the IRS tax code) with no compensated individuals providing services except for clergy providing ministerial services; and persons performing teaching or nonmanual labor. [Manual labor includes but is not limited to such tasks as filing; carrying materials such as pamphlets, binders, or books; cleaning such as dusting or vacuuming; playing musical instruments; moving furniture; shoveling snow; mowing lawns; and construction of any sort.]

☐ G. The business is a farm with less than $1,200 in payroll the preceding calendar year.

☐ H. The applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has no employees, day labor, leased employees, borrowed employees, part-time employees or subcontractors. The homeowner ONLY has uncompensated friends and family working on his/her residence.

☐ I. Other than the business owner(s) and individuals obtained from a temporary service agency, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors. Other than the business owner(s), all individuals providing services to the business are obtained from a temporary service agency and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock). A Temporary Service Agency is a business that is classified as a temporary service agency under the business's North American Industrial Classification System (NAICS) code.
Temporary Service Agency

Name _____ Phone #_____

☐ J. The out-of-state entity has no NYS employees and/or NYS subcontractors AND ALL work related to the permit, license or contract is done outside of NYS; OR ALL employees are direct employees of a government entity outside of New York. Please provide coverage information.

Carrier_____Policy #_____

Policy start date _____Policy expiration date _____

8. Please select the reason that the legal entity is NOT required to obtain New York State Statutory Disability Benefits Insurance Coverage:

☐ A. The applicant is NOT applying for a disability benefits exemption and will show a separate certificate of NYS statutory disability benefits insurance coverage.

☐ B. The business MUST be either: 1) owned by one individual; **OR** 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; **OR** 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); **OR** 4) is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

☐ C. The applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

☐ D. The applicant is a nonprofit (under IRS rules) with NO compensated individuals providing services except for clergy; or is a religious, charitable or educational nonprofit (Section 501(c)(3) under the IRS tax code) with no compensated individuals providing services except for executive officers, clergy, sextons, teachers or professionals.

☐ E. The business is a farm and all employees are farm laborers.

☐ F. The applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. The homeowner has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

☐ G. Other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Other than the business owner(s), all individuals providing services to the business are obtained from a temporary service agency and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock). A Temporary Service Agency is a business that is classified as a temporary service agency under the business's North American Industrial Classification System (NAICS) code.

9. I affirm that due to my position with the above-named business I have the knowledge, information and legal authority to make this Application for Certificate of Attestation of Exemption. I hereby affirm that the information provided above is true and that I have not submitted any materially false statements and I make this application for a Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation, or concealment will subject me to felony prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State Laws.

Signature Title Date

OSC Use Only:
Reporting Code:
Category Code:
Date Contract Approved:

FORM A

State Consultant Services - Contractor's Planned Employment From Contract Start Date Through The End Of The Contract Term

State Agency Name: Office of the Attorney General Agency Code: 03000
Contractor Name: Contract Number:
Contract Start Date: / / Contract End Date: / /

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

Name of person who prepared this report:
Title: Phone #:
Preparer's Signature:
Date Prepared: / /
(Use additional pages, if necessary) Page 1 of 1

INSTRUCTIONS

Form A should be completed for contracts for consulting services in accordance with the following:

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, online at www.online.onetcenter.org to find a list of occupations)

Number of Hours (to be) worked: the total number of hours planned to be worked during the contract term by the employees in the employment category.

Amount Payable under the Contract: the total amount anticipated to be paid by the State to the contractor under the contract, for work by the employees in the employment category, for services provided during the contract term.

Please send the completed form to:

NYS Office of the Attorney General
Purchasing Team
State Capitol
Albany, NY 12224

FORM B

OSC Use Only:
Reporting Code:
Category Code:

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

Contracting State Agency Name: Office of the Attorney General Agency Code: 03000
Contract Number:
Contract Term: / / to / /
Contractor Name:
Contractor Address:
Description of Services Being Provided:

Scope of Contract (Choose one that best fits):
Analysis ☐ Evaluation ☐ Research ☐ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

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

Name of person who prepared this report:
Preparer's Signature:_____
Title: Phone #:
Date Prepared: / /

Use additional pages if necessary) Page 1 of 1

INSTRUCTIONS

Form B should be completed for contracts for consulting services in accordance with the following:

Scope of Contract: a general classification of the single category that best fits the predominate nature of the services provided under the contract.

Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract.

(Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, online at www.online.onetcenter.org to find a list of occupations)

Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part-time employees and employees of sub-contractors.

Number of hours (to be) worked: the total number of hours worked during the Report Period by the employees in the employment category.

Amount Payable under the Contract: the total amount paid by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.

The reports shall be submitted to the following three (3) agencies as follows:

By mail:

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

NYS Department of Civil Service
Alfred E. Smith Building
Albany, NY 12239

Office of the Attorney General
Purchasing Team
State Capitol
Albany, NY 12224

By fax:

(518) 474-8030 or 473-8808

(518) 473-1852

Department of Taxation and Finance

Contractor Certification

(Pursuant to Tax Law Section 5-a, as amended, effective April 26, 2006)

ST-220-TD

(4/15)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

Contractor name			
Contractor's principal place of business	City	State	ZIP code
Contractor's mailing address *(if different than above)*	City	State	ZIP code

Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	Contractor's telephone number ( )
Covered agency or state agency	Contract number or description	Covered agency telephone number ( )

Covered agency address	City	State	ZIP code

Is the estimated contract value over the full term of the contract (but not including renewals) more than $100,000?

Yes ☐ No ☐ Unknown at this time ☐

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than $100,000 to certify to the Tax Department 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 specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor 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 file Form ST-220-CA, *Contractor Certification to Covered Agency,* certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?

Visit our Web site at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make **only one** entry in each section.

Section 1 – Contractor registration status

☐ The contractor has 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.

☐ The contractor has not 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

☐ The contractor does not have any affiliates.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates having 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

☐ The contractor does not have any subcontractors.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors having 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the $300,000 cumulative sales threshold during such quarters on Schedule A of this certification.

☐ To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not 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 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ___ day of _____ , 20 ____

_____ _____
(sign before a notary public) *(title)*

Schedule A – Listing of each entity (contractor, affiliate, or subcontractor) exceeding $300,000 cumulative sales threshold

List the contractor, or affiliate, or subcontractor in Schedule A only if such entity exceeded the $300,000 cumulative sales threshold during the specified sales tax quarters. See directions below. For more information, see Publication 223.

A Relationship to contractor	B Name	C Address	D Federal ID number	E Sales tax ID number	F Registration in progress

Column A – Enter ***C*** in column A if the contractor; ***A*** if an affiliate of the contractor; or ***S*** if a subcontractor.

Column B – Name - If the entity is a corporation or limited liability company, enter the exact legal name as registered with the NY Department of State, if applicable. If the entity is a partnership or sole proprietor, enter the name of the partnership and each partner's given name, or the given name(s) of the owner(s), as applicable. If the entity has a different DBA (doing business as) name, enter that name as well.

Column C – Address - Enter the street address of the entity's principal place of business. Do not enter a PO box.

Column D – ID number - Enter the federal employer identification number (EIN) assigned to the entity. If the entity is an individual, enter the social security number of that person.

Column E – Sales tax ID number - Enter only if different from federal EIN in column D.

Column F – If applicable, enter an X if the entity has submitted Form DTF-17 to the Tax Department but has not received its certificate of authority as of the date of this certification.

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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, being duly sworn by me did depose and say that

_ he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

*(Mark an **X** in the appropriate box and complete the accompanying statement.)*

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

New York State Department of Taxation and Finance

Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA
(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

Contractor name	*For covered agency use only* *Contract number or description*
Contractor's principal place of business City State ZIP code	
Contractor's mailing address *(if different than above)*	*Estimated contract value over the full term of contract (but not including renewals)* $
Contractor's federal employer identification number (EIN) / Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number / Covered agency name	
Covered agency address	*Covered agency telephone number*

I, _____ , hereby affirm, under penalty of perjury, that I am _____
(name) *(title)*

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an **X** *in only one box)*

☐ The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

☐ The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____
(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ___ day of _____, 20 ____

_____ _____
(sign before a notary public) *(title)*

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency,* with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);

ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and

iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of $100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

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, being duly sworn by me did depose and say that

_he resides at _____ ,

Town of _____ ,

County of _____ ,

State of _____; and further that:

[Mark an ***X*** in the appropriate box and complete the accompanying statement.]

☐ (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

☐ (If a corporation): _he is the _____

of _____ , the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

☐ (If a partnership): _he is a _____

of _____ , the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

☐ (If a limited liability company): _he is a duly authorized member of _____ , LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

_____
Notary Public

Registration No. _____

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at ***www.tax.ny.gov***
- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

NEW YORK STATE OFFICE OF THE STATE COMPTROLLER

SUBSTITUTE FORM W-9:

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION

TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

Part I: Vendor Information

1. Legal Business Name:	2. Business name/disregarded entity name, if different from Legal Business Name:

3. Entity Type (Check one only):

☐ Individual Sole Proprietor ☐ Partnership ☐ Limited Liability Co. ☐ Corporation ☐ Not For Profit

☐ Trusts/Estates ☐ Federal, State or Local Government ☐ Public Authority ☐ Disregarded Entity

☐ Other _____

☐ **Exempt Payee**

Part II: Taxpayer Identification Number (TIN) & Taxpayer Identification Type

1. Enter your TIN here: *(DO NOT USE DASHES)*
See instructions.

2. Taxpayer Identification Type (check appropriate box):

☐ Employer ID No. (EIN) ☐ Social Security No. (SSN) ☐ Individual Taxpayer ID No. (ITIN) ☐ N/A (Non-United States Business Entity)

Part III: Address

1. Remittance Address:	2. Ordering Address:
Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country
	Email Address

Part IV: Vendor Primary Contact Information – Executive Authorized to Represent the Vendor

Primary Contact Name: _____ Title:_____

Email Address: _____ Phone Number: _____

Part V: Certification and Exemption from Backup Withholding

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (TIN), and
2. I am a U.S. citizen or other U.S. person, and
3. (Check one only):

☐ **I am not subject to backup withholding.** *I am (a) exempt from back up withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding),or*

☐ **I am subject to backup withholding.** *I have been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, and I have not been notified by the IRS that I am no longer subject to back withholding.*

Sign Here:

_____	_____	_____
Signature	Title	Date

_____	_____	_____
Print Preparer's Name	Phone Number	Email Address

DO NOT SUBMIT FORM TO IRS — SUBMIT FORM TO NYS ONLY AS DIRECTED

NYS Office of the State Comptroller

Instructions for Completing Substitute Form W-9

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding.[1] We ask for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. You are required to give us the information.

Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. We will not accept IRS Form W-9.

Part I: Vendor Information

1. **Legal Business Name**: For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **Business name/disregarded entity name, if different from Legal Business Name:** Enter your DBA name or another name your entity is known by.
3. **Entity Type**: Check the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

The TIN provided must match the name in the "Legal Business Name" box to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, refers to IRS W-9 instructions for additional information. For other entities, it is your employer identification number (EIN). If you do not have a number or if the account is in more than one name, refer to IRS W-9 instructions for additional information.

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN) or Employer Identification Number (EIN).
2. **Taxpayer Identification Type:** Check the type of identification number provided.

Part III: Address

1. Remittance Address: Enter the address where payments, 1099s, if applicable, and official correspondence should be mailed. This will become the default address.
2. Ordering Address: Enter the address where purchase orders should be sent. Please note that purchase orders will be sent via email by default.

Part IV: Vendor Primary Contact Information

Please provide the contact information for an executive at your organization. This individual should be the person who makes legal and financial decisions for your organization. Name, phone number and email address are required.

Part V: Certification and Exemption from Backup Withholding

Check the appropriate box indicating your exemption status from backup withholding. Individuals and sole proprietors are not exempt from backup withholding. Corporations are exempt from backup withholding for certain types of payments. Refer to IRS Form W-9 instructions for additional information. The signature should be provided by the individual, owner, officer, legal representative, or other authorized person of the entity listed on the form. Certain exceptions to the signature requirement are listed in the IRS instructions for form W-9.

[1] According to IRS Regulations, OSC must withhold 28% of all payments if a payee/vendor fails to provide OSC its certified TIN. The Substitute Form W-9 certifies a payee/vendor's TIN.

NEW YORK STATE | Office for the Prevention of Domestic Violence

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

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 gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

ATTACHMENT E - LIST OF OAG BUREAUS

Department Name	Approximate Number of Employees
Administrative services	40
Anti-trust	36
Appeals and Opinions	2
Appeals and Opinions – Albany	32
Appeals and Opinions - Buffalo	1
Appeals and Opinions – NYC	28
Binghamton Regional Office	18
Brooklyn Regional Office	8
Budget and Fiscal management	26
Buffalo Regional Office	47
Charities	84
Civil recoveries	119
Civil rights	52
Claims – Albany	34
Claims – NYC	51
Constituent services	11
Consumer fraud	52
Contract approval	2
Conviction review	1
Criminal Appeals and Federal Habeas Corpus	16
Criminal Enforcement and Financial Crimes (CEFC)	28
Criminal Justice	1
Diversity and Inclusion	4
Economic Justice	7
Environmental Protection	85
Executive	58
Extreme Risk Protection Orders	2
eDiscovery	12

ATTACHMENT F - ROLES AND RESPONSIBILITIES

The following sections and tables identify and assign project roles and responsibilities between the Contractor and NYS OAG. The party marked "X" in the roles and responsibilities table row will be the party responsible and accountable for the activity described.

1. DESIGN

Design services are the activities and deliverables associated with translating user and information system requirements into detailed technical specifications and design.

Table 3. Design Roles and Responsibilities

Design Roles and Responsibilities	Contractor	NYS OAG
Define general design principles, standards, policies and requirements		X
Create design that meets all requirements and provide design deliverables in accordance with NYS OAG design principles, standards, policies and requirements and leading practices	X	
Approve design deliverables		X
Document and communicate the design and related processes	X	

2. CONFIGURATION/BUILD

Contractor will perform all activities associated with the programming, development, scripting, configuring and customizing of the solution.

Table 4. Configuration/Build Roles and Responsibilities

Configuration/Build Roles and Responsibilities	Contractor	NYS OAG
Define general configuration/build principles, standards, policies and requirements		X
Create configuration/build deliverables in accordance with NYS OAG configuration/build principles, standards, policies and requirements and leading practices	X	
Approve configuration/build deliverables		X
Establish overall development project schedule	X	
Approve overall development implementation schedule		X
Perform all necessary technical design, programming, development, unit testing, scripting, configuring or customizing of the solution	X	
Manage all programming and development efforts using industry-standard best practices and methodologies	X	
Configure/build version of the solution agreed upon with NYS OAG	X	
Collaborate and participate in development activities with Contractor in the configuration and build of intranet solution		X
Facilitate and lead configuration and development reviews	X	

3. TESTING

Contractor will perform all activities associated with the confirmation that all individual solution components work together properly and perform their specified functions.

Table 5. Testing Roles and Responsibilities

Testing Roles and Responsibilities	Contractor	NYS OAG
Create unit testing, test data, and perform all appropriate testing	X	
Review and approve unit testing results		X
Test interfaces and integration with external systems, document and report results, and correct defects	X	
Review external interface and integration testing results for compliance with policies, procedures, plans, and test criteria		X
Develop a comprehensive testing schedule	X	
Develop user acceptance criteria for various tests and scenarios	X	
Approve user acceptance criteria for various tests and scenarios		X

4. RELEASE MANAGEMENT

Release Management activities take a holistic view of a change to validate that the technical and non-technical aspects of a release related to software changes.

Table 6. Release Management Roles and Responsibilities

Release Management Roles and Responsibilities	Contractor	NYS OAG
Define general Release Management principles, standards, policies and requirements		X
Develop Release Management plan, procedures and processes and provide deliverables in accordance with standards, policies and requirements and leading practices	X	
Review and approve Release Management plan, procedures, processes, policies, and deliverables		X
Establish, manage, update and maintain the overall release plan and schedule	X	
Provide release plans and schedules to NYS OAG for review	X	
Review and approve release plans and schedules		X
Conduct post-deployment testing as required	X	
Perform quality control audits and approve release control results		X
Provide NYS OAG Release Management reports	X	

5. DATA MANAGEMENT

Data Management consists of the activities associated with the classification, management, security and encryption of sensitive/confidential data

Table 7. Data Management and Responsibilities

Data Management Roles and Responsibilities	Contractor	NYS OAG
Provide Data Security in conformance with NYS OAG policies, procedures and practices	X	
Approve data classifications, descriptions and associated data protection requirements		X
Classify data as required by OAG	X	
Approve classification of data		X
Protect data based on data classification	X	
Establish encryption and key management requirements for sensitive or confidential data based on data classification		X
Encrypt data and/or media based on data classification requirements	X	
Periodically review data security to verify data is being protected consistently with data classification	X	

6. SECURITY AND ACCESS CONTROLS

Security and Access Controls consist of activities related to the classification, management, security, and encryption of sensitive or confidential data, the storage of media containing that data, and the authorization, authentication, and access control to the solution.

Table 8. Security and Access Controls Roles and Responsibilities

Security and Access Controls Roles and Responsibilities	Contractor	NYS OAG
Provide Identity and Access Management in conformance with NYS OAG practices, policies and procedures	X	
Support and maintain IT Identity and Access Management technology		X
Work with NYS OAG to perform engineering and configuration of IT Identity and Access Management technology solution	X	

7. SECURITY AND COMPLIANCE

Security and Compliance are the activities associated with maintaining security of all solution components and data, virus protection, access protection and compliance with NYS OAG security requirements.

Table 9. Security and Compliance Roles and Responsibilities

Security and Compliance Roles and Responsibilities	Contractor	NYS OAG
Define Security requirements, standards, process and procedures and policies including regulatory requirements		X
Develop, document and maintain Security requirements, standards, process and procedures and policies including regulatory requirements	X	
Review and approve Security requirements, standards, procedures and policies including regulatory requirements		X

Security and Compliance Roles and Responsibilities	Contractor	NYS OAG
Remain up to date with current Security trends, threats and common exploits as well as security policies, and procedures	X	
Conduct self-assessments to identify control or Security gaps	X	
Maintain all documentation required for Security assessments, audits and internal control and control testing	X	X

8. ORGANIZATIONAL CHANGE MANAGEMENT

Organizational Change Management Services are the activities associated with managing effects of transitioning to the new intranet solution on the NYS OAG organization. Includes managing cultural changes, development and implementing business process changes, stakeholder communications, training and knowledge transfer.

Table 10. Organizational Change Management Roles and Responsibilities

Organizational Change Management Roles and Responsibilities	Contractor	NYS OAG
Define general Organizational Change Management principles, standards, policies and requirements		X
Develop Organizational Change Management plan, procedures and processes and provide Organizational Change Management deliverables	X	
Review and approve Organizational Change Management plan, procedures, processes, policies, and deliverables		X
Evaluate Organizational Change readiness and transition impact (e.g., user guides, training)	X	
Coach “project champions” identified by NYS OAG	X	
Execute Organizational Change Management plan	X	X
Develop communications strategy and plan, key messages, communications vehicles and timing	X	

9. TRAINING AND KNOWLEDGE TRANSFER

Training and Knowledge Transfer Services include developing and delivering a training and knowledge transfer, program, and materials for NYS OAG staff to maintain the solution without outside support.

Table 11. Training and Knowledge Transfer Roles and Responsibilities

Training and Knowledge Transfer Roles and Responsibilities	Contractors	NYS OAG
Develop, document and maintain Training and Knowledge Transfer procedures that meet OAG requirements and policies	X	
Review and approve Training and Knowledge Transfer procedures		X
Develop and deliver training program, curriculum and materials to instruct NYS OAG stakeholders on the solution	X	
Review and approve Contractor-developed training program		X