September 1, 2026

TO WHOM IT MAY CONCERN:

Attached is the Request for Proposals (RFP) for Claims Management System for the New York State Insurance Fund (NYSIF).

Intent to Bid submissions are due by September 23, 2026.

The due date for submission of proposals is December 8, 2026.

The attached *No Bid* form should be completed and returned by those Bidders who choose not to bid on this RFP. Please email questions to contracts@nysif.com.

Sincerely,

Vincent Ginardi
Contract Management Specialist 3

Attachments:
No Bid form
RFP

'NO BID' FORM

RFP # 2026-36-INS

DESCRIPTION: Claims Management System

CONTRACT PERIOD: Five (5) Years, with two one (1) year extension options

PROPOSALS DUE: **DATE:** **TIME:**	 **12/8/26** **2:00 p.m.**	**SUBMIT 'NO BIDS' TO:** Email: contracts@nysif.com Subject Line: No Bid Form – Bid #2026-36-INS OR *mailed via **UPS, USPS, FedEx, or DHL** to: NYSIF - Procurement Unit Bid # 2026-36-INS 15 Computer Drive West Albany, NY 12205 *Note, the use of the United States Postal Service (USPS) is PROHIBITED. See Section 4.3 for more information.

Bidders choosing not to bid are requested to complete and return only this page.

☐ 1. We do not provide the requested services.

☐ 2. We are unable to bid at this time because:

☐ 3. Please remove our firm from your mailing list.

FAILURE TO RESPOND TO THIS BID SOLICITATION MAY RESULT IN YOUR FIRM BEING REMOVED FROM OUR MAILING LIST. A "NO BID" IS CONSIDERED A RESPONSE.

Name of Firm: _____ FEIN: _____

Address: _____

Web Page: _____ Telephone: _____

Email Address: _____ Fax: _____

Signature: _____ Date: _____

Typed Name & Title: _____

NYSIF

REQUEST FOR PROPOSALS

for

CLAIMS MANAGEMENT SYSTEM

2026-36-INS

September 1, 2026

NYSIF encourages the participation of Minority and Women-Owned Business Enterprises (M/WBE) in its procurement projects. NYSIF is committed to achieving the statewide goal of increasing opportunities for New York State Minority and Women-owned Business Enterprises. Any firm that feels it may meet the state requirements for certification is encouraged to visit the NYS Empire State Development for more information about the program and how to apply for certification.

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Pre-Intent to Bid Attachments

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Attachment 2	Question Submission Form (Excel)
Attachment 3	Intent to Bid Form with Certification and Modified NDA Form
Attachment 4	Non-Disclosure Agreement (NDA)
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Attachment 11	Business Process Documentation (PDF)
Attachment 12	NYSIF Assumptions for Appendix Z
Attachment 13	NYSIF's Guide to eClaims reporting
Attachment 14	NYSIF's Claim System Integration List
Attachment 15	Data Dictionary
Attachment 16	NYSIF AI Risk Management Questions
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Attachment 19	NYSIF Change Management Process
Attachment 20	Standard Web Browsers
Attachment 21	KPIs with Metrics and Thresholds
Attachment 22	Contingency Fund Change Order

RFP CALENDAR

DATE	EVENT	COMMENTS
9/1/26	RFP Issued	
9/23/26	Attachment 3 -Intent to Bid Form with Modified NDA Form Due	Deadline for Intent to Bid Response must be addressed to: Email: Contracts@NYSIF.com Subject Line: Intent to Bid – RFP 2026-36-INS and received by 2:00 p.m. (EST)
9/24/26	NYSIF release of specifications to accepted Bidders	
10/14/26	Final date for Bidder inquiries - Q&A Session 1 **Attachment 2 Question Submission Form**	**Written inquiries only** using "**Attachment 2 Question Submission Form**" by 12:00 p.m. (EST) to: Email: contracts@nysif.com Fax: 518-437-4209
10/28/26	Responses to Inquiries	Written responses will be posted on NYSIF's website
11/11/26	Final date for Bidder inquiries - Q&A Session 2 **Attachment 2 Question Submission Form**	**Written inquiries only** using "**Attachment 2 Question Submission Form**" by 12:00 p.m. (EST) to: Email: contracts@nysif.com Fax: 518-437-4209
11/24/26	Responses to Inquiries	Written responses will be posted on NYSIF's website
12/08/26	Final date for submission of bids	Deadline for response to this RFP. All sealed bids MUST be addressed to: Email: contracts@nysif.com Subject Line: Formal Proposal – Bid #2026-36-INS OR: Mail: NYSIF – Procurement Unit Bid # 2026-36-INS 15 Computer Drive West

		Albany, NY 12205 and received by 2:00 p.m. (EST)
TBD	Bidder Presentations/Interviews	Bidder presentations expected to begin
TBD	Anticipated Start Date	Subject to the required approvals.

SECTION 1 – GENERAL INFORMATION

1.1 OVERVIEW OF THE NEW YORK STATE INSURANCE FUND

NYSIF is the largest workers' compensation insurer in New York State and among the ten largest nationwide. NYSIF covers 2 million workers and insures 200,000 employers in New York State. NYSIF's mission is to guarantee the availability of workers' compensation, disability insurance and paid family leave at the lowest possible cost to New York employers while maintaining a solvent fund. Since its inception 110 years ago, NYSIF has fulfilled this mission by competing with other insurance carriers to ensure a fair marketplace while serving as a guaranteed source of coverage for employers that cannot secure coverage elsewhere. NYSIF strives to achieve the best health outcomes for injured workers and be an industry leader in price, quality, and service for New York employers. For more information, visit **nysif.com**.

1.2 INQUIRIES/ISSUING OFFICE/DESIGNATED CONTACT

All inquiries concerning this solicitation will be addressed to the following Designated Contacts:

Vincent Ginardi
Contract Management Specialist 3
E-Mail: contracts@nysif.com

Alicia Jemmott
Contract Management Specialist 2
E-Mail: contracts@nysif.com

For inquires related specifically to Minority and Woman Owned Business Enterprises (MWBE) and Service Disabled Veteran Owned Business (SDVOB) provisions of this procurement solicitation, the designated contact is:

E-Mail: contracts@nysif.com

All questions related to this RFP or the contract process must be submitted in writing using "Attachment 2 Question Submission Form" to contracts@nysif.com by the date and time indicated in the RFP Calendar, citing the particular bid section and paragraph number. **No telephone questions will be answered.**

Only questions received during the Question and Answer periods (as outlined in the RFP Calendar) will be addressed. **Official answers to the questions will be posted on NYSIF's website, on the date indicated in the RFP Calendar.**

Prospective Bidders should note that all clarifications and exceptions are to be resolved prior to the submission of a bid. Answers may be included in a bid addendum.

All amendments, clarifications and any announcements related to this procurement will be posted on NYSIF's website. It is the sole responsibility of the bidders to check the website for any amendments, clarifications or updates. All applicable amendment information must be incorporated into the firm's proposal. Failure to include this information in your proposal may result in the proposal being deemed non-responsive.

1.3 SUMMARY OF NYSIF'S POLICY AND PROHIBITIONS REGARDING PERMISSIBLE CONTACTS DURING A COVERED PROCUREMENT

Pursuant to State Finance Law §§139-j and 139-k, this RFP includes and imposes certain restrictions on communications between a Governmental Entity and a Bidder during the

procurement process. A Bidder is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3)(a). Designated staff, as of the date hereof, is identified in section 1.2 of this RFP. NYSIF employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder 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 4-year period, the Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements is available from the designated contact(s).

1.4 PURPOSE OF THIS RFP

The New York State Insurance Fund (NYSIF) seeks proposals from qualified vendors to provide and implement a modern claims processing system to support NYSIF's workers' compensation operations. This procurement aims to replace NYSIF's current complex, legacy claims processing environment with a feature-rich, cloud-based solution that enhances operational efficiency, improves customer service, and ensures compliance with New York State requirements.

This RFP seeks responses from qualified claims processing system vendors. Bidders may choose to subcontract with a Systems Integrator (SI) as part of their proposal, consistent with the requirements detailed in Section 2.10 of the RFP. The Bidder will be the primary contractor and, if awarded the Contract, will be responsible for all deliverables and service level agreements. Systems Integrator costs must be included in proposal/fee schedule.

The main objectives include but are not limited to:

a. Implementing a modern, cloud-based claims processing system that supports New York State workers' compensation.
b. Enhancing operational efficiency through automated workflows, improved document management, and streamlined business processes.
c. Improving customer service through enhanced self-service capabilities, faster claims processing, and better communication tools.
d. Ensuring compliance with New York State regulatory requirements and reporting obligations.
e. Reducing manual processes and technical debt associated with the current claims environment.

The solution scope and major functionality includes the following:

a. Major claims functions including electronic First Notice of Injury, Loss Intake, Reserving, Payments, Medical, Investigation and Fraud, Litigation, and Subrogation.
b. Correspondence, Document Rendering, and Document Storage and Management.
c. Notes and Attachments.
d. Workflow and Task Management.
e. Regulatory Reporting, Operational Reporting and Analytics.

f. Automated Rules execution.

g. Real time integration with key internal and third-party solutions and services.

h. Automated active and historical data migration from existing claims solution and new claims solution.

Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein. Bidders are responsible for checking NYSIF's website for any RFP amendments, addenda, and/or updates.

1.5 INTENT TO BID

Only vendors who submit a completed Intent to Bid Certification Document by the established Intent to Bid deadline are allowed to submit a proposal. **Intent to Bid submissions are due by 9/23/26.**

Following the Intent to Bid, accepted bidders will be provided the following:

Attachment 10	Functional Specifications (Excel)
Attachment 11	Business Process Documentation (PDF)
Attachment 12	NYSIF Assumptions for Appendix Z
Attachment 13	NYSIF's Guide to eClaims reporting
Attachment 14	NYSIF's Claim System Integration List
Attachment 15	Data Dictionary
Attachment 16	NYSIF AI Risk Management Questions
Attachment 17	NYSIF AI Policy
Attachment 18	NYSIF Security Vulnerability Scanning Management Process Vendor Questionnaire
Attachment 19	NYSIF Change Management Process
Attachment 20	Standard Web Browsers
Attachment 21	Key Performance Indicators (KPIs) with Metrics and Thresholds
Attachment 22	Contingency Fund Change Order

1.6 DUE DATE

The due date for submission of proposals is 12/08/26, 2:00 p.m. (Eastern).

1.7 METHOD OF AWARD / DISTRIBUTION OF WORK

Award will be made on the basis of "best value", as determined by the evaluation process. The ability to perform the services will be deemed most important when evaluating bids. A SINGLE award will be made for the procurement.

1.8 INSURANCE REQUIREMENTS

Prior to the commencement of the work to be performed by the successful Bidder, the Bidder shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in this RFP. Acceptance and/or approval by NYSIF does not and shall not be construed to relieve Bidder of any obligations, responsibilities or liabilities under the contract awarded by this RFP.

All insurance required by the RFP shall be obtained at the sole cost and expense of the Bidder, shall be maintained with insurance carriers licensed to do business in New York State and

acceptable to NYSIF, shall be primary and non-contributing to any insurance or self-insurance maintained by NYSIF, shall be endorsed to provide written notice be given to NYSIF at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, and shall be sent in accordance to the 'Notice' provision of the Agreement.

The Contractor shall cause to be included in each of the liability policies required below, here the Commercial General Liability, the Comprehensive Business Automobile Liability, coverage for on-going and completed operations naming as additional insured on a primary and non-contributory basis (via ISO coverage forms CG 20 10 11 85 or the combination of CG 20 10 04 13 or 20 38 04 13 and CG 20 37 04 13 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage) NYSIF, its officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to NYSIF after renewal and/or upon request. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required had the Contractor obtained such insurance policies.

The Bidder shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by NYSIF. Such approval shall not be unreasonably withheld.

If NYSIF allows subcontracting, the Bidder shall require that any subcontractors hired carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to NYSIF and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Bidder shall cause all insurance to be in full force and effect as of the commencement date of the contract awarded as a result of this RFP, and to remain in full force and effect continuously throughout the term of the contract and as further required by this RFP. The Bidder shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Bidder shall supply NYSIF with updated replacement Certificates of Insurance, and amendatory endorsements.

The Bidder, throughout the term of the contract, or as otherwise required by this RFP, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this RFP, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. Workers Compensation and NYS Disability Benefits, as required by New York State. Visit the Workers' Compensation Coverage website and the Disability Benefits Coverage website for further information.
    a. Proof of Compliance with Workers' Compensation Coverage Requirements:

i. 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 New York State Workers' Compensation Board's website;

ii. Form C-105.2 (9/17 or most current version), *Certificate of Workers' Compensation Insurance*, sent to NYSIF 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 NYSIF upon request from the Contractor; or

iii. Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form SIG-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

b. Proof of Compliance with Disability Benefits Coverage Requirements:

i. 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 New York State Workers' Compensation Board's website;

ii. Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to NYSIF by the Contractor's insurance carrier upon request; or

iii. Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

2. Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence, with a limit of not less than $2,000,000 aggregate. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages. Policy shall include bodily injury, property damage and broad form contractual liability coverage. In addition, such policy shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

3. Comprehensive Business Automobile Liability Insurance with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any automobile used in connection with performance under the Contract resulting from this RFP, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates.

   In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract resulting from this RFP, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this RFP on a form provided by NYSIF. If, however, during the term of the Contract resulting from this RFP, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract resulting from this RFP, the Contractor must obtain

Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to NYSIF.

In the event that the Contractor does not own or lease any automobiles used in connection with performance under the Contract resulting from this RFP, but the Contractor does hire and/or utilize non-owned automobiles in connection with performance under the Contract resulting from this RFP, the Contractor must: (i) obtain Business Automobile Liability Insurance as required by this RFP, except that such insurance may be limited to liability arising out of hired and/or non-owned automobiles, as applicable; and (ii) attest to the fact that the Contractor does not own or lease any automobiles used in connection with performance under the Contract resulting from this RFP, on a form provided by NYSIF. If, however, during the term of the Contract resulting from this RFP, the Contractor acquires or leases any automobiles that will be used in connection with performance under the Contract resulting from this RFP, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to NYSIF.

4. Professional Liability Insurance, covering actual or alleged negligent acts, errors or omissions committed by the Contractor, its agents or employees, arising out of the work performed under this Agreement. The policy shall have limits of liability of not less than $2,000,000 each occurrence, with a limit not less than $2,000,000 aggregate. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.
5. Crime Insurance, including Fidelity Bond coverage, in the amount not less than $3,000,000 including employee dishonesty coverage on money, securities or property other than money and securities including contract and temporary, whether identified or not, acting alone or in collection with others.
6. Technology Errors and Omissions Liability Insurance: The Contractor shall maintain, during the term of the contract, Technology Errors and Omissions Liability Insurance for Claims for damages arising from computer related services including, but not limited to, the following: Consulting, data processing, programming, system integration, hardware or software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, or computer software developed, manufactured, distributed, licensed, marketed or sold. The policy shall have limits of liability of not less than $10,000,000 each occurrence. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.
7. Data Breach and Privacy Liability Insurance (Cyber Insurance): The Contractor shall maintain, during the term of the contract, Data Breach and Privacy Liability Insurance (Cyber Insurance) including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Agency's systems due to the actions of the Contractor which results in unauthorized access to the Agency or its data. The policy shall have limits of liability of not less than $10,000,000 each occurrence. The Contractor shall be responsible for payment of all claim expenses and loss payments with the deductible.

Waiver of Subrogation. Bidder shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against NYSIF, or, if such waiver is unobtainable (i) an express agreement

that such policy shall not be invalidated if Bidder waives or has waived before the casualty, the right of recovery against NYSIF or (ii) any other form of permission for the release of NYSIF.

Awarded Bidder shall furnish evidence of all policies to NYSIF, before any work is started. Certificates of Insurance may be supplied as evidence of such aforementioned policies; however, if requested by the Agency, the Bidder shall deliver to NYSIF within forty-five (45) days of the request a copy of such policies, certified by the insurance carrier as being true and complete. If a Certificate of Insurance is submitted it must: (1) be signed by an authorized representative of the insurance carrier or producer and notarized; (2) disclose any deductible, self-insured retention, aggregate limit or any exclusions to the policy that materially change the coverage; (3) indicate the Additional Insureds and Named Insureds as required herein; (4) reference the Agreement by number on the face of the certificate; and (5) expressly reference the inclusion of all required endorsements.

If, at any time during the term of the resulting contract, insurance as required is not in effect, or proof thereof is not provided to NYSIF, NYSIF shall have the option to: (i) direct the Contractor to suspend work with no additional cost or extension of time due on account thereof, or (ii) treat such failure as a breach in contract.

1.9 PARTICIPATION OF NYS BUSINESS ENTERPRISES (MWBE)

It is the policy of NYSIF to encourage the greatest possible participation by Minority and Women-Owned Business Enterprises (MWBE) as Bidders, subcontractors and suppliers on its procurement contracts, consistent with New York State laws.

For purposes of this procurement, NYSIF conducted a comprehensive review of the services required under this procurement and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by MWBEs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials. The directory can be viewed at the New York State Certified MWBEs website.

Please see Appendix M for further information.

1.10 PARTICIPATION OF SERVICE-DISABLED VETERAN OWNED BUSINESSES (SDVOB)

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. NYSIF 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 NYSIF 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/Contractors are strongly encouraged and expected 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.

For purposes of this procurement, NYSIF conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless,

Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory can be viewed at the New York State Certified SDVOBs website.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

1.11 USE OF GENERATIVE ARTIFICIAL INTELLIGENCE BY BIDDERS/CONTRACTORS

Bidders/Contractor and its subcontractors, if any, shall not use any Generative Artificial Intelligence (GenAI) technology, tool or solution, including GenAI transcription or recording tools, to provide any part of the services outlined in this RFP, either directly or indirectly, without prior written approval from NYSIF. This provision applies to any and all technology systems that deploy GenAI technology. For the purposes of this provision, GenAI is defined as any form of Artificial Intelligence (AI) that is capable of creating and/or generating text, images, or other media, using generative models or otherwise simulating human intelligence through learning, reasoning, and/or self-correction. This includes any GenAI technology that is composed of, uses, or implements machine learning algorithms to generate wholly new content, whether supervised, unsupervised, or partially supervised by a human being. It also includes any GenAI models that learn from the patterns and structure of their input training data and then generate new data that has similar characteristics based on those inputs.

If Bidder/Contractor intends to use GenAI technology, tool(s), or solution(s), either directly or indirectly, to provide any part of the services under this Contract, Contractor must obtain written approval from NYSIF prior to the use of any GenAI. Approval shall be requested by emailing contracts@nysif.com. Bidder/Contractor use of GenAI must fully comply with applicable federal, state and/or local law and legal guidance, including the most current guidance from the NYS Department of Financial Services, Workers' Compensation Board, and/or Office of Information Technology Services. Failure to disclose any intended use of GenAI in your proposal may result in the disqualification of your proposal.

While Bidders may use any appropriate technology, including GenAI, as permitted by the RFP and its Attachments, to develop their Proposal, Bidders are fully responsible for the content of the Proposal and will be legally bound to the contents of the Proposal.

1.12 USE OF NYSIF TRADEMARK AND LOGO

Bidders/Contractors may not use NYSIF, its name, trademarks, or logo in any marketing, advertising or similar material without prior written approval from NYSIF. NYSIF will need to approve any website content with NYSIF's name, trademarks or logo and should be notified of any website content change with the aforementioned criteria. NYSIF shall display the vendor contact information on the NYSIF website with approval from the vendor.

SECTION 2 – TECHNICAL SPECIFICATIONS

No oral statements of any person shall modify or otherwise affect the terms, conditions, or specifications noted herein or in the contract for the service. Any amendments to this RFP that may be necessary will be issued in writing and posted to NYSIF's website.

2.1 MANDATORY REQUIREMENTS

Bidders' proposals must demonstrate how each of the following mandatory requirements are met AND/OR attest to their ability to meet the mandatory requirement.

Bidders must complete Attachment 5, Mandatory Requirements Certification, and submit with their proposal.

1. A commercial off-the-shelf (COTS) Workers' Compensation Claims Management System that meets all of the following:

    a. Architected to run on cloud infrastructure.
    b. Configurable by NYSIF staff post-implementation for all configuration items.
    c. Capable of processing a minimum of 100,000 new claims notices annually.
    d. Hosted and maintained entirely within the United States, including all data and system services.
    e. In compliance with all applicable New York State ITS policies and NYSIF policies listed throughout the RFP.
    f. Capable of supporting statutory requirement changes related to NYS Workers' Compensation law.

2. The Bidder must demonstrate successful implementation of their Workers' Compensation claims processing system for a minimum of two (2) clients currently processing Workers' Compensation claims in New York State. The implementation reference must:

    a. Be currently in production for a minimum of two years.
    b. Process New York State workers' compensation claims.
    c. Be willing to serve as a reference.

3. The Bidder must demonstrate the ability to deliver the full implementation through either:

    a. Subcontracting with a qualified Systems Integration (SI) firm, or
    b. Bidder's internal professional services organization.

4. If proposing to use an System Integrator (SI) subcontractor, the Bidder must:

    a. Identify the proposed SI subcontractor in the proposal.
    b. Provide evidence of successful past implementations with the proposed SI.
    c. Accept primary responsibility for all deliverables and service level agreements.

2.2 SOFTWARE AS A SERVICE COMPONENTS

NYSIF is seeking Software as a Service (SaaS) components as required for the claims management system. NYSIF has identified specific SaaS components required for the requested services. Bidders' proposals must demonstrate the SaaS component to be provided and attest to their ability to meet the requirements. Any additional SaaS or other software included in the Proposal for the Bidder to fully provide the services outlined in Section 2.3 and 2.4 of this RFP must also be included in Bidders' Proposal and included in Appendix Z – Fee Schedule.

SaaS components identified by NYSIF are:

1. Core Claims Platform License
2. User License Fees (Estimated 2500 Users)
3. Database Storage Fees
4. Maintenance and Support
5. Software Upgrades
6. Security and Compliance
7. Disaster Recovery and Backup
8. Application Programming Interface (API) and Integration Services
9. Other (specify in proposal and Appendix Z)

2.3 ANTICIPATED PROJECT SCOPE – INCEPTION PHASE

The Inception Phase represents a critical checkpoint in the overall Implementation Process. During this phase, the Bidder will validate requirements, conduct hands-on assessments, and confirm the implementation scope.

Bidders' proposals must demonstrate how each of the following services to be provided are met AND/OR attest to their ability to meet the requirement. The chart below details and defines each Deliverable for the inception phase of this RFP.

The Inception Phase of Appendix Z – Fee Schedule encompasses all the specified Inception Deliverables.

Inception Deliverables

1. Requirements Validation Report
2. Current State Analysis
3. Future State Process Definition
4. Integration Requirements Analysis
5. Data Quality Assessment Findings
6. Data Conversion and Migration Analysis
7. Hands-on System Exploration
8. Rapid Prototyping Solution
9. Security and Vulnerability Assessment Approach
10. Finalized Rollout Strategy
11. System Architecture Definition for initial implementation and subsequent releases.
12. Quality Assurance Planning
13. Final Implementation Plan with confirmed scope for Bidder(s) and for NYSIF
14. Detailed Schedule for payments and associated acceptance criteria

15. Any proposed change orders with detailed justification. Change Orders must submitted in accordance with Section 2.9.2.

Activity	Details
(1) Requirements Validation Report	• Conduct workshops to uncover, validate, and refine NYSIF's requirements. • Document any gaps between NYSIF requirements and Bidder solution capabilities. • Provide recommendations for addressing requirement gaps. • Document requirements for review and validation.
(2) Current State Analysis	• Review and document NYSIF's current claims processing systems and workflows. • Review of NYSIF's draft future state processes. • Map current state processes to future state capabilities.
(3) Future State Process Definition	• Design future state workflows aligned with industry best practices. • Reference Attachment 11- Business Process Documentation for draft business flows. • Document future state process definition, including industry best practices and NYSIF's specific requirements.
(4) Integration Requirements Analysis	• Analyze integration requirements with NYSIF's systems. • Reference Attachment 14 - NYSIF's Claim System Integration List for integration requirements. • Identify integration challenges and proposed solutions. • Document integration approach, including tools, standards, and testing methodology.
(5) Data Quality Assessment Findings	• Perform analysis of NYSIF's data quality. • Identify any data completeness or quality issues that may impact conversion. • Assess data mapping complexities and migration challenges. • Provide recommendations for data cleansing or remediation.
(6) Data Conversion and Migration Analysis	• Identify data sources and mapping requirements. • Define data cleansing requirements and approach. • Document data conversion/migration methodology, including tools, timelines, and quality control measures. • Develop data conversion/migration strategy and plan. • Define entry/exit strategy for data. • Secure data transfer strategy.
(7) Hands-on System Exploration	• Provide access to baseline (out of the box) system environment for NYSIF business users (actual development environment, not a demo). • Allow users to test basic system functionality including case creation and workflow. • Demonstrate configuration capabilities to verify that requirements can be met through configuration rather than custom coding by claims business users without IT involvement.

	• Provide guidance and support during user exploration.

(8) Rapid Prototyping Solution	• Enable NYSIF to develop an understanding of system features, configuration flexibility, business workflow creation, and system integration capabilities, by building out a simplified, early version of the proposed solution that can be visualized, tested, and refined in order to validate that the system can meet NYSIF's unique requirements and needs as both a state agency and workers' compensation and disability benefits insurer.
	• Demonstrate full software development lifecycle events through this exercise (requirements, design, construction).
	• Demonstrate quality of support, workflow of support, and timeframes.
	• Clearly outline what functionalities can be built by out-of-box configurations and what functionalities will require customization, including demonstrating how upgrades will work with required customization.
	• Clearly outline what functionalities can be built by out-of-box configuration and what functionalities need to leverage Application Programming Interface (API) endpoints native to the solution provider's platform or integrated with other 3rd party solution providers.
	• Inside NYSIF's built instance, perform limited key implementation for critical functionality NYSIF seeks from the solution, as outlined in the bullet points below.
	• Implement and describe the following internal capabilities:
	  ○ Screen modifications needing IT intervention vs. business user capability.
	  ○ Dashboard changes needing IT intervention vs. business user capability.
	  ○ Creation of preliminary case(s) from external, integration source.
	  ○ Creation of preliminary case(s) from within the system.
	  ○ Automated assignment rules to assign incoming work to a case manager.
	  ○ Workflow routing rules between departments and between individuals with different roles.
	  ○ Configuration capabilities by claims business users without IT involvement, for case routing and assignment business workflow, document templates, reporting, business rules, screen customization, and roles/groups.
	  ○ Progression to claim status.
	  ○ Proper reserves setting.
	  ○ Demonstration of proper death claim and apportionment handling.
	  ○ Creation of initial and recurring compensation payments.
	  ○ eClaims reporting conforming to NYS Workers' Compensation Board's (WCB) regulations.
	  ○ Establish payment approval thresholds.

	• Implement and describe the following integration capabilities (if not covered within the core solution):
	  ○ Hearings process.
	  ○ Internal Appeals system.
	  ○ Forms and document processing/correspondence processing.
	  ○ Investigation and Independent Medical Exam (IME) processing.
	  ○ Medical Bill processing.
	  ○ Check creation and printing for payees residing inside and outside the USA.
	  ○ ACH payment processing.
	  ○ NYS Workers' Compensation Board form and data integration.
	  ○ NYSIF.com portal.
	  ○ Regulatory reporting to external entities – input/output processing.
	  ○ The ability to ingest a data stream real time.
	  ○ The ability to ingest a file via batch.
	  ○ The ability to send a data stream real time.
	  ○ The ability to send a data file via batch.
	  ○ The ability to automatically move data from a file into database fields via an automated workflow.
	  ○ The ability to flag errors on inbound integration and the associated error handling procedures.
	  ○ The ability to flag errors on outbound integration and the associated error handling procedures.
	• Implement and describe the following data features:
	  ○ Provide show-and-tell on data structure, data integrity, integration technical ability, sensitive claim information masking capabilities (e.g. SSN, masking case manager's name and contact to hide case manager's identity from external-facing communication and forms, etc.).
	  ○ Create mandatory fields vs. optional fields.
	  ○ Create data fields that can only be viewed by roles with the authority to view.
	  ○ Define and configure rules to prevent any changes to data elements.
	  ○ Create the ability to maintain transaction history for certain data fields, but not all data fields.
	  ○ Modify existing field names to correspond to NYSIF's process.
	  ○ Modify data fields to mask information.
	  ○ Demonstrate data migration/conversion approach and data integration with NYSIF sample data provided by NYSIF during inception phase.
	• Implement and describe the following IT management functions:

	○ System security and compliance (e.g. OWASP Top 10, vulnerability management, Web Content Accessibility Guidelines (WCAG), etc.). ○ Role set up and authorization. ○ System logs. ○ Data logs. ○ Data audits. ○ Data storage. ○ Data retention and destruction features. ○ Batch process set up. ○ Quota limitations and/or governors for batch processing/on-line transactions (if any). • Single Sign On (SSO) capabilities.
(9) Security and Vulnerability Assessment Approach	• Define and gain agreement on platform, application, and integration code security testing and vulnerability scanning approach to meet NYSIF and NY state requirements. • Establish process for vulnerability scanning during promotions between environments. • Ensure timelines incorporate NYSIF's scanning requirements. • Define security testing procedures for both code and configuration changes. • Work with NYSIF security team to align with existing security protocols. • If AI is included in the proposal, define what security measures are in place. • Define cloud security measures.
(10) Finalized Rollout Strategy	• Work with NYSIF to validate and refine the phased rollout approach (refer to Section 2.5 – Rollout Approach). • Define transition plan for each phase including system integrations and the consolidation of files/data for reporting. • Identify data migration needs for each phase of the rollout. • Establish criteria for progression between phases. • Finalize timeline for the phased rollout based on inception findings.
(11) System Architecture Definition for Initial Implementation and Subsequent Releases	• Define system architecture to support implementation. • Document transitional architecture required to support phased rollout (if applicable). • Clearly identify all components that must be built or provided by NYSIF. • Align Bidder implementation plan with NYSIF's delivery capabilities. • Establish timeline for infrastructure and environment readiness. • Define capacity and performance requirements for all environments. • Define data warehouse requirements.
(12) Quality Assurance Planning	• Develop comprehensive Quality Assurance (QA) strategy and approach.

	• Define testing phases, methodologies, and entry/exit criteria.
	• Establish roles and responsibilities for both Bidder and NYSIF QA teams.
	• Create test environment strategy and management plan.
	• Non-Production environments, all Protected Health Information (PHI), Personally Identifiable Information (PII), and sensitive information must be masked.
	• Define defect tracking and management procedures.
	• Identify test data requirements and creation approach.
	• Outline NYSIF preparation requirements for testing activities, including:
	  ○ Resource requirements (roles, skills, time commitments).
	  ○ Define manual and automated efforts needed.
	  ○ Testing each role.
	  ○ Define unit testing, integration testing, system testing, regression testing, and performance/load testing.
	  ○ Business should be responsible for testing business workflows and edits alongside the IT QA team.
	  ○ Training needs for NYSIF testing team.
	  ○ Timeline for NYSIF test planning activities.
	  ○ Test script development responsibilities.
	  ○ Defect triage and resolution process participation.
	  ○ User Acceptance Testing (UAT) preparation and execution approach.
	• Develop an agreed upon testing schedule aligned with implementation phases. Testing schedule may be changed by mutual agreement.
	• Define test reporting and metrics approach.
	• If AI is included in the proposal, specify how AI will be used and include, extra time for testing and validation, including synthetic and/or Real data.

(13) Final Implementation Plan With Confirmed Scope for Bidder and for NYSIF	• Develop step-by-step implementation plan, including go/no-go decisions and contingency planning. • Clearly identify roles/responsibilities for each area in the implementation plan, calling out Bidder responsibilities vs. NYSIF responsibilities. • Define dependencies and ensure implementation plans call out critical paths. • Ensure implementation covers all requirements.
(14) Detailed Schedule for Payments and Associated Acceptance Criteria	• Develop, with NYSIF, a schedule for payments of the implementation. • Clearly identify acceptance criteria for each payment milestone consistent with Attachment 21, NYSIF KPI's with Metrics and Thresholds.

(15) Any Proposed Change Orders With Detailed Justification	• Post inception, submit any proposed pricing amendments via written change order. Detailed justification must be provided with the change order. Refer to section 2.9.2 for additional details.

2.4 ANTICIPATED PROJECT SCOPE - IMPLEMENTATION PHASE(S)

The awarded vendor and their integrator shall be responsible for delivering a fully implemented claims processing solution that meets NYSIF's requirements consistent with the standards of Attachment 21- Key Performance Indicator Metrics and Thresholds.

Bidders must address all components outlined in this document.

Bidders must describe their implementation methodology, timeline, resource requirements, and approach to each component in their proposal.

Bidders' proposals must demonstrate how each of the following services to be provided are met AND/OR attest to their ability to meet the requirement.

2.4.1 CONFIGURATION AND DEVELOPMENT

Activity	Details
(i) System Configuration	• Configure core claims processing functionality. • Configure user roles and permissions. • Set up workflows, business rules, and automation. • Establish document templates and correspondence.
(ii) Integration Development and Testing	• Develop required integrations with NYSIF systems. • Implement real-time and batch interfaces as required. • Test integrations for functionality and performance. • Document integration specifications and operations.
(iii) Data Conversion Development and Execution	• Develop data mapping and transformation rules. • Create and test data conversion/migration programs. • Execute mock conversions with validation. • Perform final data conversion for production. • Data should NOT be migrated from test to prod as it isn't always the same data and test data should be masked.
(iv) Report and Dashboard Implementation	• Configure standard reports. • Develop custom reports as required. • Implement operational dashboards. • Set up ad-hoc reporting capabilities. • Integrate with NYSIF data warehouse to facilitate existing dashboards and reports containing claims data.
(v) Document Management Implementation	• Configure document management capabilities. • Set up document templates and generation. • Implement document workflow and approvals. • Establish document retention policies.

(vi) Security Implementation	• Implement role-based access controls. • Configure authentication and authorization. • Set up audit trails and logging. • Ensure compliance with NYSIF security requirements.

(vii) Miscellaneous	• Provide regular code commits to NYSIF's Git repository (or agreed upon alternative).
	• Perform all work remotely via NYSIF-provided VDI access.
	• Participate in peer programming/co-development with NYSIF staff.
	• Participate in regular code review and documentation.
	• Provide sprint demonstrations including technical design decisions.
	• Participate in daily Agile ceremonies.
	• Conduct regular scanning cycles (5-7 business days).
	• Plan for the following review cycles:
	  ○ 5 business days for NYSIF review of deliverables.
	  ○ Written acceptance or detailed non-conformity notice.
	  ○ Prompt correction of non-conformities at no additional cost.
	  ○ Maximum of 3 review cycles per deliverable.

Additionally, NYSIF anticipates the use of Sprints to complete the Configuration and Development stage. NYSIF requires each Sprint to include the following tasks and reserves the right to add additional tasks as needed:

Task	Assigned To	Notes
(i) User Story Creation Completion	• Contractor	• Detailed enough to meet requirements with acceptance criteria clearly defined.
(ii) User Story Commitment	• Contractor/NYSIF	• Contractor and NYSIF agree which stories can be taken on in each sprint.
(iii) Development	• Contractor	• Participate in peer programming/co-development with NYSIF staff.
(iv) Unit Testing	• Contractor	• Contractor conducts independent unit testing to ensure the quality of development module.
(v) Web Accessibility	• Contractor	• Contractor to ensure the model/development is Website Content Accessibility Guidelines (WCAG) Compliant.
(vi) Module Scanning	• Contractor	• If applicable – scanning during development (for details, please refer to NYSIF's

		scanning requirement outlined in Attachment 18 - NYSIF Security Vulnerability Scanning Management Process Vendor Questionnaire).
(vii) Vulnerability Scanning	• Contractor	• Must not have critical, high or medium vulnerabilities found (for details, please refer to NYSIF's scanning requirement outlined in Attachment 18, NYSIF Security Vulnerability Scanning Management Process Contractor Questionnaire).
(viii) Vulnerability Remediation	• Contractor	• Must resolve critical and high before allowed to next environment.
(ix) Migration to UT	• Contractor/NYSIF	• Collaboration between NYSIF and Contractor to migrate the approved code base from Dev to UT after NYSIF provides sign-off.
(x) Testing	• NYSIF	• NYSIF conducted independent QA and UAT testing.
(xi) Defect Remediation	• Contractor	• Vendor must fix defects found – these defects are discovered in functionality testing (such as NYSIF's QA and UAT testing, vulnerability scanning and NYSIF's code review of Contractor's code.
(xii) Defect Free	• NYSIF	• NYSIF accepts module as completed if the module is defect free.

2.4.2 QUALITY ASSURANCE

Activity	Details
(i) Testing Strategy and Execution	• Create test plans and test cases. • Execute unit, system, and integration testing. • Perform regression testing. • Automation and manual testing.
(ii) Defect Management	• Define and gain agreement on defect management approach, including tools and processes for tracking and resolving issues. • Establish defect tracking and resolution process. • Define defect severity and priority classifications. • Report on defect status and resolution progress.

(iii) Performance Validation	• Define and gain agreement on performance testing approach, including tools, metrics, and remediation procedures. • Define performance requirements and benchmarks. • Execute performance testing. • Analyze results and implement optimizations.
(iv) User Acceptance Testing Support	• Assist NYSIF with User Acceptance Testing (UAT) planning. • Support NYSIF testers during UAT. • Resolve UAT defects.
(v) Production Readiness Assessment	• Define and gain agreement on production readiness assessment approach, including criteria and go/no-go decision process. • Develop production readiness criteria. • Conduct readiness assessments. • Identify and address readiness gaps.

2.4.3 TRAINING AND KNOWLEDGE TRANSFER

Activity	Details
(i) End User Training	• Define end user training approach, including delivery methods, materials, and schedule. • Create training materials. • Deliver training to end users. • Provide training environment.
(ii) Technical Training	• Define technical training approach, including topics, delivery methods, and materials. • Deliver system administration training. • Provide technical architecture training. • Train NYSIF staff on integration and interface management.
(iii) Knowledge Transfer	• Define knowledge transfer approach, including methodology and timelines. • Transfer knowledge on system configuration. • Educate NYSIF staff on system maintenance. • Provide documentation on customizations.
(iv) System Documentation	• Define documentation approach, including formats, maintenance procedures, and accessibility. • Prepare user guides and reference materials. • Develop technical documentation. • Create configuration documentation.

2.4.4 PROJECT MANAGEMENT

Activity	Details
(i) Project Planning and Management	• Develop detailed project plan. • Manage project schedule and resources. • Track project tasks and milestones. • Describe your project management methodology, including tools and staffing.

(ii) Risk and Issue Management	• Identify and track project risks. • Develop risk mitigation strategies. • Manage and resolve project issues. • Describe your risk and issue management approach, including escalation procedures.
(iii) Status Reporting and Communication	• Provide regular status reports. • Conduct status meetings. • Communicate with project stakeholders. • Describe your approach to project status reporting and communication, including frequency and format.
(iv) Change Management Support	• Support organizational change management. • Assist with stakeholder communications. • Help with user adoption strategies. • Describe your change management support approach, including methodologies and deliverables.

2.4.5 PRE-PRODUCTION TESTING

Activity	Details
(i) Environment Setup	• Establish a pre-production environment that mirrors the production environment. • Develop a process for synchronizing data between systems. • Create a mechanism for taking "snapshots" of data at specific points in time. • Describe your approach to environment setup and data synchronization. • Describe your approach to pre-production testing and validation.
(ii) Parallel Testing Process	• Develop procedures for case managers to process the same claims in both systems. • Create comparison tools/reports to verify identical outcomes between systems. • Establish process for identifying and resolving discrepancies. • Describe your approach to parallel testing, including tools and methodologies.
(iii) Validation Requirements	• Payment file validation (comparing payment outputs without sending duplicate payments). • eClaims reporting validation (incoming and outgoing). • Validate critical reports and interfaces, including quarterly reporting. • Business process workflow validation. • Describe your approach to validation, including metrics for success.
(iv) Cutover Criteria	• Define specific criteria that must be met before final cutover. • Establish process for measuring and documenting criteria fulfillment. • Create contingency plans if criteria are not met. • Describe your approach to establishing and measuring cutover criteria.

2.4.6 PRODUCTION DEPLOYMENT

Activity	Details
(i) Production Environment Setup	• Assist with production environment configuration. • Support system installation and setup. • Perform production validation. • Describe your production environment setup approach.
(ii) Go-Live Planning and Execution	• Develop detailed go-live plan. • Create rollback procedures. • Execute go-live activities. • Describe your go-live approach, including cutover procedures, timing, and contingency planning.
(iii) Post Go-Live Support	• Provide on-site support during go-live. • Address post-implementation issues. • Monitor system performance. • Describe your post go-live support approach, including staffing, duration, and response times. • For proposal and pricing purposes, include providing 6 months of post implementation support from vendor and SI, anticipating 3 months after phase 1 and 3 months after phase 2. • If your recommended post go-live support approach differs from the expectations outlined within this section, describe your alternative approach for consideration.
(iv) Transition to Maintenance and Support	• Transition from implementation to support team. • Establish ongoing support procedures. • Document known issues and workarounds. • Describe your approach to transitioning from implementation to ongoing maintenance and support. • Describe your escalation protocols for bug remediation including your target resolution and response timeframes based on severity.

2.5 ROLLOUT APPROACH

NYSIF has considered various implementation approaches and has selected a phased rollout strategy to minimize risk and disruption.

Bidders must demonstrate how they plan to roll out the services based on the outlined strategy. Each response should cite the particular RFP section and paragraph number being addressed. The final rollout strategy will be confirmed with selected Bidder during the Inception and Implementation Phases and may be revised by mutual agreement if necessary.

2.5.1 TWO PHASE ROLLOUT

NYSIF anticipates the implementation as outlined below, with each phase following the steps outlined in Section 2.4 of the RFP.

1. Phase 1: New Claims only

- Process only new claims in the new system (approximately three months).
- Case managers will work in both systems during this period (new claims in new system, existing claims in old system).
- This allows case managers to familiarize themselves with the new system while minimizing risk.

2. Phase 2: Open/Historical Claims
   - After successful Phase 1, migrate historical/open claims into the new system.
   - Validate data migration accuracy through parallel testing.
   - Complete cutover with case managers processing all claims (new and existing) in the new system.

2.5.2 OVERALL ROLLOUT TIMELINE

- Estimate at least three months between Phase 1 and Phase 2 deployment.
- Anticipate a total rollout period of at least six months.
- Consider timing of critical business cycles (quarterly reports, etc.).
- Provide 6 months of post-implementation support from vendor and SI, anticipating 3 months after Phase 1 and 3 months after Phase 2.
- Anticipate data migration activities will occur concurrently with Phase 1 development to ensure that Phase 2 (Historic Claims Go Live) is timely delivered.

2.6 FUNCTIONAL SPECIFICATIONS

Bidders' proposals must demonstrate how each of the following services to be provided are met AND/OR attest to their ability to meet the requirement. Bidders must complete Attachment 10 – Functional Specifications and its corresponding tab for each subsection. **Only Bidders who respond the Intent to Bid will be provided with the extensive specification sheet, Attachment 10 – Functional Specifications.**

Attachment 7– Functional Specifications Category List provides a breakdown of the number of specifications within each category.

The categories are as follows:

1. Loss Intake
2. Reserving & Controversy
3. Payments
4. Medical
5. Investigation & Fraud
6. Hearings & Litigation
7. Subrogation
8. Aggregate Trust Fund (ATF)
9. Pensions
10. Confidential Claims
11. Vendor Management
12. Document Management
13. Data, Reporting and Analytics
14. Search & Navigation

15. Rules, Workflow, Notes & Diary
16. Integration
17. Technology
18. Security

2.7 CLAIMS MANAGEMENT SOLUTION QUESTIONNAIRE

Bidders must address each question in Attachment 6 – Claims Management General Solution Questionnaire in a narrative format within the Attachment. This questionnaire includes questions pertaining to:

1. General Organization
2. Claims Offering
3. Implementing the Claims Solution
4. Implementation Partner/Systems Integrator (if applicable)
5. Support Model and Organization
6. Third Party Risk Management
7. Cloud Hosting and Operations
8. Partner Ecosystem
9. Security
10. Technology

2.8 TERM

NYSIF anticipates awarding a five (5) year contract, with two additional one (1) year extensions options, covering the services detailed in this RFP.

Note: This contract may be terminated at any time by NYSIF for convenience upon sixty (60) days written notice or other specified period 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, NYSIF shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding Deliverables.

2.9 COST/INVOICING

The rates proposed in Part 1, Part 2, Part 3, and Part 4 of Appendix Z (SaaS fees, fixed, and hourly) must include all expenses as travel and incidental/administrative expenses will not be reimbursed. The Appendix Z includes a contingency fund. The contingency fund is available to cover the cost of additional work outside the scope of the Bidder's proposal. See section 2.9.1 below for additional details on the use of this fund.

Part 1 Licenses/SaaS fees, the Bidder must provide an annual fixed cost for each of these services. The fixed cost must include all expenses as no other charges will be allowed for these items. If Appendix Z requires the fee be listed based on a unit or license, then the cost may vary based on NYSIF's annual needs.

Part 2 Implementation Fees, the Bidder must provide an annual fixed cost for each of these services. The fixed cost must include all expenses associated with these tasks as specified in this RFP and included in Bidders' proposal (including but not limited to travel, data entry, overhead, etc.).

Part 3 Rate Card for Additional Services, the Bidder must provide the hourly rates specified in Appendix Z. Any additional costs will be covered under the contingency fund and will only be agreed to at the hourly rates specified in Appendix Z by prior mutual written agreement via a Change Order. The hourly rates will apply only for work outside the scope of the Bidder's proposal. The Bidder must submit Change Orders that include a detailed, narrative description of the additional work and the costs for the work and receive written approval from NYSIF prior to the Change Order taking effect as further described below in section 2.9.2. Hourly rates must be inclusive of all overhead, profit and all other costs not expressly specified.

Part 4 Additional Costs, the Bidder must provide the rate per instance for Data transfer related to data extraction. This fee shall include all direct and indirect costs including but not limited to direct labor costs, overhead, fee or profit, clerical support, etc.

Deliverable acceptance, including mutually agreed upon milestones, will be based on the criteria outlined in this RFP and the criteria mutually agreed upon in writing during the term of the contract as well as the Bidder meeting the applicable green thresholds detailed in Attachment 21 - Key Performance Indicators with Metrics and Thresholds.

NYSIF uses electronic funds transfer for payments to contractors and vendors, consistent with the NYS Taxpayer Accountability Office initiative to reduce payment processing costs. NYSIF's EFT policy and Vendor Authorization form are located on NYSIF's website.

Escalation. For years six and seven if opted, Contractor will be permitted to request an increase in bid rates not to exceed 3% or CPI – whichever is less – effective on the renewal start date.

CPI means the annual rate of increase in the US City Average Index for all urban consumers (CPI-U) for the category of all items before seasonal adjustments, as reported by the U S. Department of Labor, Bureau of Labor Statistics. CPI increase will be determined by using the current-option-year January index, compared to January of the prior year, as written in the "Consumer Price Index Summary", which gets released in mid-February.

2.9.1 CONTINGENCY FUND

The Fee Schedule (Appendix Z) includes a contingency fund for Change Orders. The contingency fund is available to cover the cost of additional work outside the standard scope of services. All additional work requires prior authorization from NYSIF and shall be submitted and billed separately. NYSIF does not guarantee that any or all of the contingency fund will be expended during the Contract term.

2.9.2 NYSIF CHANGE ORDERS

Without invalidating the Contract, NYSIF may, in writing, order changes in the Work by altering, adding, or deducting from the Work of the Contract. All NYSIF Change Orders shall be prepared by the Contractor in the format required by NYSIF, with the assistance of NYSIF, and shall be approved by NYSIF. All work performed as a result of a Change Order shall be executed in conformity with the terms and conditions of the Contract unless otherwise provided in the NYSIF Change Order.

For each requested change in the Work, the Contractor shall submit to NYSIF Attachment 22 for approval unless an alternative form is provided by NYSIF.

Bidders can refer to Attachment 19 and Attachment 22 for more information on the process and acceptance for Change Orders.

2.10 SUBCONTRACTING

SUBCONTRACTOR shall be defined as 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.

Bidders intending to subcontract portions of services under this procurement must complete and submit Appendix Y, "Subcontractor Utilization", with their bid. Prior to the commencement of the work to be performed by the successful Bidder, the Bidder must agree to the following provisions:

The Bidder agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of NYSIF. Approval shall not be unreasonably withheld upon written receipt of written request to subcontract.

The Bidder may arrange for a portion/s of its responsibilities under a Contract to be subcontracted to qualified, responsible subcontractors, subject to approval of NYSIF. If the Bidder determines to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under the Contract must be fully explained by the Bidder to NYSIF. As part of this explanation, the subcontractor must submit to NYSIF a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form- Appendix V, as required by the Bidder prior to execution of a Contract.

The Bidder retains ultimate responsibility for all services performed under a Contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of the Contract. Unless waived in writing by NYSIF, all subcontracts between the Bidder and subcontractors shall expressly name NYS, through NYSIF, as the sole intended third party beneficiary of such subcontract. NYSIF reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make NYSIF or NYS a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against NYSIF.

NYSIF reserves the right, at any time during the term of the Contract, to verify that the written subcontract between the Bidder and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in the Contract.

The Bidder shall give NYSIF immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Bidder's duties under the Contract. Any subcontract shall not relieve the Bidder in any way of any responsibility, duty and/or obligation of the Contract.

If at any time during performance under the Contract total compensation to a subcontractor exceeds or is expected to exceed $100,000, that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.

2.11 LOCATION AND TRAVEL

The rates provided in the Fee Schedule (Appendix Z) will be inclusive of all costs, including any and all travel expenses. For purposes of any contract resulting from this RFP, NYSIF will not be

liable for any expense incurred by the Contractor for any parking fees or as a consequence of any traffic infraction or parking violations attributable to employees of the Contractor. It is understood that travel expenses are not allowed and will not be billed to NYSIF.

2.12 ADDITIONAL TECHNOLOGY POLICIES

Bidder must adhere to **all** policies and standards outlined in Attachment 9 – Additional Technology Policies. The Additional Technology Policies may be updated from time to time and Bidder shall be responsible for adhering to the updated policies.

2.13 DATA EXTRACTION

Bidder must agree to the terms and conditions outlined in Attachment 8 – NYSIF Data Exit Strategy.

2.14 STAFFING

All proposed key personnel staffing for the Contractor and any subcontractor(s) throughout the duration of the contract, including any staffing changes, will be subject to NYSIF approval. Proposed staffing changes for key personnel throughout the duration of the contract shall be submitted in writing to NYSIF for review and approval. NYSIF reserves the right to reject staffing personnel without cause during the duration of the contract.

2.15 TIMELINESS

The on-time delivery of accepted Deliverables meeting NYSIF's standards, based on criteria outlined in this RFP, criteria mutually agreed upon in writing during the term of the contract, and the thresholds and metrics outlined in Attachment 21 – KPI's with Metrics and Thresholds, is critical to the successful performance of the Contract. The damages set forth in this section are intended to compensate NYSIF and/or make NYSIF whole from the costs of delays due to Contractor's failure to meet the mutually agreed upon deadlines, including delays due to incomplete and/or rejected Deliverables. This provision shall not apply when:

1. NYSIF has confirmed, following a review and at the sole discretion of NYSIF, that the Contractor's failure to meet a performance standard is due to the fault of NYSIF.
2. Contractor's failure to meet a performance standard is due to an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, restrictions, strikes, and unusually severe weather. NYSIF must approve the designation of such cause as unforeseeable and without the fault of, or negligence, of the Contractor.
3. The Contractor and NYSIF mutually agree Contractor's failure to meet performance standard is a result of the failure of an external entity outside either party's control. However, Contractor shall provide NYSIF written notice as far in advance as is reasonably foreseeable (e.g., via email) whenever it recognizes it is likely to fail to meet the performance standard for this reason so NYSIF may have advance notice of the situation and can adapt accordingly.

Contractor is responsible for ensuring the entities with which it contracts are reliable and contribute to the timely delivery of Deliverables, including any mutually agreed upon

milestones. Any failure of an entity to timely deliver a Deliverable acceptable to NYSIF, consistent with the thresholds and target metrics outlined in Attachment 21, will be the sole responsibility of the Contractor.

If Contractor shall neglect, fail, refuse, or otherwise submit an accepted Deliverable more than ten (10) business days past the agreed upon date of delivery or any extension thereof granted in writing by NYSIF, then Contractor agrees to compensate NYSIF for the actual costs of the delay to NYSIF as liquidated damages, which is not to be construed as a penalty. Said amount of liquidated damages is agreed upon by and between the Contractor and NYSIF because of the potential costs to NYSIF for delays in completion of Deliverables. The foregoing liquidated damages are intended to compensate NYSIF only for the actual costs of any delays.

The damages specified in this section are in addition to any other legal rights and/or contractual remedies NYSIF has for unsatisfactory performance under the Contract.

SECTION 3 – METHOD OF EVALUATION & CRITERIA

As required by New York State Finance Law § 163, the award will be made on the basis of best value (the proposal which optimizes quality, cost and efficiency) to the responsive and responsible Bidder, as determined in the evaluation process. The contract will not be awarded solely on the basis of low bid. However, the Bidder with the low bid may be awarded the contract if it provides the best value, as defined above.

All proposals received will be reviewed and evaluated by a committee of NYSIF personnel and Novarica Inc. D/B/A Datos Insights. The committee will recommend the award be made to the Bidder whose proposal receives the highest overall evaluation score based on the criteria stated herein.

NYSIF reserves the right to award the contract based solely on Section 3.1 below. However, NYSIF may request, at its sole discretion, that evaluators interview the Bidder's staff, as stated in Section 3.2 below.

Bidder may be requested by NYSIF to clarify the contents of their proposals. Other than to provide such information as may be requested by NYSIF, no Bidder will be allowed to alter its proposal or add new information after the final filing date and time.

The ability to perform the services is most important in evaluating proposals. The evaluation criteria are listed below in order of importance to NYSIF.

3.1 EVALUATION CRITERIA

The proposals that meet the Mandatory Requirements will be evaluated in a two-step process.

Step 1 Criteria Points (100 points)

The evaluation criteria for Step 1 will consist of three (3) separate parts: (1) a Technical Proposal, (2) a Financial Proposal, and (3) a Quantitative Factor for Business Certification as described below. Each component will be evaluated separately and independently in accordance with the RFP as further described below. The relative weights of each part of the Proposal are as follows:

1. Technical Proposal: 70
2. Financial Proposal: 25
3. Minority and Woman-Owned Business Enterprises (MWBE) Certification, Small Business Enterprise (SBE) status, Service Disabled Veteran Owned Business (SDVOB) Certification (per section 3.1.3): 5

From Step 1, the top 3 bidders and anyone within 10% of the first place bidder will advance to Step 2 (Finalists). Points from Step 1 will not be added to points for Step 2. Awards will be based solely on the scores received in Step 2.

Step 2 Criteria Points (100 points)

The evaluation criteria for Step 2 will consist of three (3) separate parts: (1) the Presentation/Interview, (2) a Financial Proposal, and (3) a Quantitative Factor for business Certification as described below. Each component will be evaluated separately and independently in accordance with the RFP as further described below. The score from the

Technical Proposal in Step 1 will not be added to the score for Step 2. The relative weights of each part of the Proposal are as follows:

1. Presentation/Interview: 70
2. Financial Proposal: 25
3. Minority and Woman-Owned Business Enterprises (MWBE) Certification, Small Business Enterprise (SBE) status, Service Disabled Veteran Owned Business (SDVOB) Certification (per section 3.1.3): 5

3.1.1 TECHNICAL (STEP 1)

Capability of Bidder to perform the required services at the time of the bid, demonstrated ability to recruit and retain qualified staff for similar services, and the Bidder's experience in providing services of a similar scope. Includes references for Bidder and Bidder's liaison to NYSIF. (70 points of the overall score). This process consists of the following steps:

1. Pass / Fail Evaluation: the technical evaluation team will inspect each Technical Proposal to determine if it contains responses to all of the mandatory requirements as described in Section 2.1 of the RFP. Additional information regarding Appendix T, Vendor Security Survey, is included below in Section 3.3.

   Please Note: Should a Bidder fail to meet any of the mandatory requirements (Attachment 5 – Mandatory Requirements Certification), the Bidder will be disqualified, and no further evaluation or scoring will be completed.

2. Qualifications and Technical Evaluation: This phase of the Technical evaluation reviews the Bidders capability to meet NYSIF's needs as described in this RFP.

3.1.2 FINANCIAL EVALUATION (STEP 1 & 2)

The Financial evaluation will be based upon a review of the Grand Total Cost of the Bidders Fee Schedule Proposal (Appendix Z), which details the total cost to provide all services listed within this RFP. (25 points of the overall score). Fee Schedule Proposals may also be subject to an independent review for reasonableness by NYSIF. Fee Schedules determined not to be reasonable by NYSIF may result in all or part of a Bidder's proposal being rejected, notwithstanding the results of the Fee Schedule Proposal evaluation.

3.1.3 QUANTITATIVE FACTOR FOR NYS CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES, SMALL BUSINESSES, AND SERVICE DISABLED VETERAN OWNED BUSINESSES AS DEFINED IN NYS EXECUTIVE LAW (STEP 1 & 2)

State Finance Law section 163(1)(j) allows, when making a Best Value determination, for the inclusion of a quantitative factor for Bidders that are Small Businesses or certified Minority or Women-owned Business Enterprises (MWBEs), as defined in NYS Executive Law subdivisions 310(7), 310(15), and 310(20) or Service Disabled Veteran Owned Businesses (SDVOBs) as defined in Section 40 of NYS Veterans' Services Law.

In accordance with such authority, five percent (5 points) of the overall evaluation scale (referred to herein as the "quantitative factor") will be awarded to any responsive Bidder who meets one of the following criteria (NOTE: Although a Bidder may meet more than one of the criteria, credit is to be awarded for only one category, not multiple categories):

a. The bidder is a New York State Certified Minority- Owned Business Enterprise (MBE) as defined in Executive Law 310(7), ***or***
b. The bidder is a New York State Certified Woman- Owned Business Enterprise (WBE) as defined in Executive Law 310(15), ***or***
c. The bidder is a Small Business Enterprise as defined in Executive Law Section 310(20), ***or***
d. The bidder is a Service Disabled Veteran Owned Business Enterprise (SDVOB as defined in Veterans' Services Law Section 40.

3.1.4 PRESENTATION/INTERVIEW (STEP 2)

A presentation from the selected Bidder's proposed lead professionals will be conducted by NYSIF's evaluation committee based on the following criteria (70 points of overall score):

- Demonstration of required functionality– **25 points**
- Response to scripted scenarios – **20 points**
- Technical presentation – **20 points**
- Response to NYSIF questions – **5 points**
    - Total Points – **70 points**

NYSIF will provide a structured agenda and standard demonstration script for the presentations. Selected Bidders will be provided this information three weeks in advance of their presentation dates. Presentations will include system demonstrations following NYSIF provided scripts, technical architecture presentation, implementation approach discussion and a question-and-answer session by the evaluation committee. Presentations will be conducted virtually and will be up to two days.

The presentation will not be an opportunity to cure material omissions in the Finalist's proposal and in not a substitute for a well written proposal. Note: The Presentation must not reference the cost component of the proposal, as this is evaluated separately.

It will be the responsibility of the Bidder to present the proposed staff at the scheduled time. Bidders will be responsible for any and all costs associated with the presentation. Appointments will be made at least three weeks prior to the scheduled presentation dates.

At NYSIF's discretion, presentations may be recorded for evaluation purposes.

3.1.5 EVALUATION PREROGATIVES

In addition, proposals will be evaluated for existing or potential conflicts of interest; for financial and operational stability; for adequacy and completeness; and to determine that all requirements of the RFP have been met. NYSIF reserves the right to disqualify a

Bidder if, in NYSIF's sole opinion, the proposal does not pass the evaluation for any or all of the evaluation criteria.

For the purpose of ensuring the completeness and comparability of offers, NYSIF reserves the right to analyze submissions and make adjustments or normalize submissions in the bid proposal, including the Bidder's technical assumptions, and underlying calculations and assumptions used to support the Bidder's computation of costs, or to apply such other methods, as it deems necessary to make level comparisons across bids.

3.2 APPENDIX T, VENDOR SECURITY SURVEY

NYSIF will review and evaluate the bidder's response to Appendix T, NYSIF Vendor Security Survey, as a Prequalification Criteria on a pass/fail basis. The minimum required implementation levels are defined in Appendix T, NYSIF Vendor Security Survey. Bidders who do not meet the minimum required implementation levels will be disqualified.

a. **Pass:** Meets or exceeds minimum implementation levels
b. **Fail:** Does not meet minimum implementation levels

NYSIF reserves the right to seek non-material clarifications to the bidder's IT Data Security procedures if determined to be in NYSIF' best interest.

3.3 CONTRACT APPROVAL

The contract between NYSIF and the successful Bidder will not be binding until it has been approved in accordance with NYSIF's contract approval process.

SECTION 4 – BID/PROPOSAL FORMAT

IMPORTANT NOTICE TO POTENTIAL BIDDERS: Receipt of these bid documents does not indicate that NYSIF has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

NOTICE TO BIDDERS: NYSIF will receive bids pursuant to the provisions of Article XI of the State Finance Law or the provisions of the State Printing and Public Documents Law. The following procedures shall be used for bid submissions:

4.1 BID PREPARATION

- Prepare your proposal on the forms provided.
- Proposals and other forms must be signed by an official of your firm authorized to sign contracts and bind the firm.
- NYSIF can accept proposals in either of the following submission formats. Note, see Section 4.2 for details on the Bid Format.
  - Via email to the address included under Section 4.3 with digital files attached. **The maximum file size NYSIF can receive via email is 35 mb.** Note, it is acceptable to NYSIF for Bidders to send in proposals through multiple emails if the proposal file size is prohibitively large; however, <u>it is the responsibility of the Bidder to ensure the proposal broken up into clearly labeled and well-organized parts, and the proposal is sent & received prior to the due date & time</u>. The electronic copy of your proposal & fee schedule **<u>may not be password protected</u>**. **Note, NYSIF is unable to open ".Zip" files.** NYSIF reserves the right to accept or reject any Proposals due to foreseeable technical issues. NYSIF will confirm receipt of each bid within 24 hours of delivery. Bidder shall be solely responsible for confirming successful transmission of all bid documents.
  - A hard copy proposal can be mailed to the address found under Section 4.3. Should a Bidder choose to submit a hard copy proposal, the submission must also include one (1) exact electronic copy on a USB flash drive of both the proposal and fee schedule.
- Bidders must submit each of the complete Administrative, Technical, and Cost Proposals **<u>as separate electronic files</u>** on a single USB flash drive *OR* within the email submission. One example of an acceptable format for the files is unlocked Adobe PDF. NYSIF strongly prefers that such files be searchable. The files must be representative of the original documents, **<u>including signatures/notaries</u>**. Electronic signatures will be accepted in lieu of original signature on the electronic version.
- The Fee Schedule Proposal must be **<u>a separate electronic file</u>** on the USB flash drive *OR* within the email submission. An Electronic copy of Appendix Z fee schedule must be submitted in both Excel and PDF format. **<u>No references to costs are to be included in the Administrative and Technical proposal files.</u>**

- Bidders must respond to each and every specification stated in this RFP. Moreover, Bidders must list and clearly explain any and all exceptions and/or alternatives and/or caveats to any item contained in this RFP in the *Comments and Limitations* section of their Proposal.

A proposal that does not comply with the requirements and that does not include all the information requested – in the format required – may be negatively affected in the overall evaluation and could be subject to rejection.

4.2 BID FORMAT

- Bidders must submit each of the complete Administrative, Technical, and Cost Proposals **as separate electronic files** on a single USB flash drive *OR* within the email submission. One example of an acceptable format for the files is unlocked Adobe PDF. NYSIF prefers that such files be searchable. The files must be representative copies of the original documents, **including signatures/notaries**. Electronic signatures will be accepted in lieu of original signature on the electronic version. The electronic copy of your proposal & fee schedule **may not be password protected**. Bids/Proposals are to be submitted with each numbered item listed below as a separate section. Each proposal must follow the provided format, or the bid may be deemed non-responsive.

- Appendix T, the *Vendor Security Survey*, and any substantiating documents, even if included or referenced elsewhere in a bidder's response, should be submitted as one file and labeled separately in the electronic copy.

- The Fee Schedule Proposal must be **a separate electronic file** on the USB flash drive *OR* within the email submission. **No references to costs are to be included in the Administrative and Technical proposal files**. An Electronic copy of Appendix Z fee schedule must be submitted in both Excel and PDF format.

- Use the following format for your proposals.

PLEASE PROVIDE THE INFORMATION IN THE SAME ORDER IN WHICH IT IS REQUESTED.

4.2.1 TITLE PAGE AND TABLE OF CONTENTS

The *Title Page* should identify the RFP for which the proposal is being submitted; the Bidder's name, as well as the name, title, address, telephone number, and e-mail address of the bidder's contact person(s).

Please also include the name, title, address, telephone number, and e-mail address of the person(s) authorized to make representations for the bidder and bind the firm, if other than the contact person identified above.

The *Table of Contents* should identify each major (numbered) section of the proposal, according to this proposal format. An Administrative *Table of Contents* should be included. A *Table of Contents* for the Technical Proposal is outlined in Section 4.2.3.1.

4.2.2 BIDDER CERTIFICATIONS

Each Bidder is required to submit the Bidder Certifications form, found after Section 4 of the RFP.

4.2.3 SIMILAR ENGAGEMENTS

The Bidder shall provide a minimum of three (3) similar engagements of similar scope as references which best represents their abilities to satisfy the requirements of this RFP (Appendix I). Similar engagements from current clients (those with which the bidder has an existing contractual relationship) are preferred. The references may include the prior clients cited in Section 2.1(2)-Mandatory Requirements but Bidders must include the required information in the responses to both Section 2.1(2) and Section 4.2.3. A minimum of three (3) references shall also be provided for any subcontractors listed as part of the bidder's proposal. Please note, NYSIF cannot be used as a reference. References will be used for verification purposes only. Similar engagements must verify:

a. The bidder's ability to manage a project of similar size and scope;
b. The following information:
    1. Name of the client;
    2. Name, title, telephone number and email for the contact at the client;
    3. Value, type and duration of contract with the client; and
    4. Services provided, including geographic area involved; a description of how the bidder satisfied the client's requirements and improvements made to the client's systems as a result of the bidder's efforts.

Bidders may provide more than three (3) similar engagements to ensure a minimum of three (3) similar engagements can be verified. NYSIF will make three (3) attempts between the hours of 9:00 a.m. and 5:00 p.m. (Eastern), on three (3) different days across a one (1) week period to contact similar engagements. It is the firm's responsibility to ensure that contacts will be available and willing to provide a reference.

4.2.4 STATEMENT OF COMPETING COMMITMENTS

Each Bidder must provide a *Statement of Competing Commitments*, a list of any contractual obligations they have entered into which requires effort on the part of their key personnel during the period in which these personnel will be working on the contract resulting from this RFP.

Note well: If a Bidder has no Competing Commitments under this procurement, the Bidder must reference this in their proposal and make a statement such as "(*Bidder name) has no* Competing Commitments *for this procurement*."

4.2.5 COMMENTS AND LIMITATIONS

Any exceptions, caveats, key assumptions, or additional information to NYSIF's terms, clauses, provisions and/or contractual specifications specified in this RFP must be listed, cross referenced to the response to which it applies and clearly explained. This information will be reviewed by NYSIF upon award of a contract. NYSIF reserves the right to reject any requested changes during contract negotiations with the awarded firm(s).

Note well: No comments, limitations or changes are permitted with respect to any of the terms and conditions contained in Exhibit A, *Standard Clauses.*

Note well 2: If a Bidder has no Comments and Limitations under this procurement, the Bidder must reference this in their proposal and make a statement such as "*Bidder name has no Comments and Limitations for this procurement*."

4.2.6 APPENDICES

The following appendices must be completed and returned as the Administrative section of your proposal:

- *MacBride Questionnaire*, **Appendix D**
- *Vendor Responsibility Questionnaire*, **Appendix E:**

  NYSIF recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at Office of the State Comptroller's (OSC) website or to enroll, go directly to the VendRep System online.

  OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. Visit the OSC Help Desk webpage for direct contact information. Proposers opting to complete the paper questionnaire are directed to the Appendix E Vendor Responsibility Questionnaire included within this RFP.
- *NYS Certification*, **Appendix F**
- *Encouraging Use of NYS Businesses in Contract Performance*, **Appendix G**
- *Disclosure of Prior Non-Responsibility Determinations,* **Appendix H**
- *Similar Engagements,* **Appendix I**
- *EO 16 Certification: Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia,* **Appendix J**
- **Gender-Based Violence and the Workplace Certification, Appendix K**
- *MWBE/EEO Requirements and Procedures*, **Appendix M** requires Bidders to submit (i) form 101; (ii) form 106 or a copy of bidders EEO policy.
- *Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance*, **Appendix S** requires Bidders to submit form S-100, Utilization Plan and/or a copy of bidders current SDVOB certification.
- *Vendor Security Survey,* **Appendix T**
- *Vendor Assurance of No Conflict of Interest or Detrimental Effect, Appendix V*
- *EO 177 Certification: Prohibiting State Contracts With Entities That Support Discrimination*, **Appendix X**
- *Subcontractor Utilization*, **Appendix Y (if applicable)**
- *Fee Schedule*, **Appendix Z** The Fee Schedule Proposal must be a separate electronic file on the USB flash drive *OR* within the email submission. An electronic copy of Appendix Z fee schedule must be submitted in both Excel and PDF format.
- *Non-Disclosure Agreement (NDA)*

Exhibit A, B and C should be retained by the Bidder for future reference. Do not return to NYSIF as part of the bid submission.

Any other appendices referenced in this RFP but not indicated above as being required at time of submission are included for informational purposes only. The awarded contractor(s) will be required to complete these forms prior to contract execution.

4.3 TECHNICAL PROPOSAL FORMAT

4.3.1 TITLE PAGE AND TABLE OF CONTENTS

The Title Page should identify the RFP for which the proposal is being submitted; the Bidder's name, as well as the name, title, address, telephone number, and e-mail address of the bidder's contact person(s).

Please also include the name, title, address, telephone number, and e-mail address of the person(s) authorized to make representations for the bidder and bind the firm, if other than the contact person identified above.

Please include the above information for any SI partners or subcontractors included in this proposal.

The Table of Contents should identify each major (numbered) section of the proposal, according to this proposal format.

4.3.2 INCEPTION AND IMPLEMENTATION APPROACH (REFERRING TO SECTION 2)

a. Approach Overview – Summary of how the Bidder will deliver the solution and how the approach aligns with phases, activities, and scope outlined in Section 2 of this RFP.

b. High Level Project Plan – Phase level plan of activities for all releases for complete rollout with major milestones defined for major deliverables and phase closures.

c. Resource Plan – Summary of Bidder resource roles, responsibilities, and work estimates aligned to the Project Plan, and expected NYSIF supplied roles, responsibilities and work estimates.

d. Methodology and Work Management tools – A summary of the development methodology to be employed and any tools used for work management.

4.3.3 COMPLETED CLAIMS MANAGEMENT SOLUTION GENERAL QUESTIONNAIRE

See Attachment 6.

4.3.4 COMPLETED FUNCTIONAL SPECIFICATIONS

See Attachment 10.

4.3.5 FINANCIAL PROPOSAL FORMAT (EXCEL WORKBOOK)

Completed Appendix Z for all releases and complete rollout.

4.4 BID SUBMISSION & DELIVERY

Bidders assume all risks for timely, properly submitted deliveries. Bidders are strongly encouraged to arrange for delivery of bids to NYSIF prior to the date of the bid opening.

- **Emailed Bids**

  An email to contracts@nysif.com containing the bid must clearly outline the following information. If sending multiple emails, Bidder must note the number of the specific email:

  Email Subject line: Formal Proposal [##] – Bid # 2026-36-INS

  OR

- **Hand Deliveries / Parcel Service / Courier**

  An envelope and/or package containing a bid should be clearly marked as follows, and shall be delivered to:

NYSIF – Procurement Unit
Bid # 2026-36-INS
15 Computer Drive West
Albany, NY 12205

Bidders assume all risks for timely, properly submitted deliveries.

Hand Deliveries, Parcel Service, Courier, and/or Emailed bids must be received by 2:00 PM on 11/18/26. Bids received after the due date & time will be considered late and handled in accordance with Appendix B, Clause 9.

Acceptable Parcel Services would include but are not limited to United Parcel Service (UPS), USPS, FedEx, and DHL. Hand Deliveries and the use of other Courier services are acceptable.

4.5 BID OPENING

All bids received by the due date and time established on the RFP calendar will be opened and recorded in accordance with NYSIF's procurement procedures. The results of the bid will be posted on the NYSIF procurement page.

BIDDER CERTIFICATIONS

Please initial where indicated for each item. Failure to complete and return this form will result in your bid being deemed non-responsive.

Certifications:

_____1. The person or persons signing below is (are) duly authorized to sign the proposal and the contract, and is (are) identified on the *Title Page*.

_____2. Bidder is willing to enter into a contractual agreement containing, at a minimum, those terms and provisions identified in this RFP. *Any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.*

_____3. The Bidder agrees to comply with all terms of Exhibit A, Standard Clauses .

_____4. The Bidder is in compliance with or meets all Bidder Certification Requirements (Exhibit B, clause 39).

_____5. The fee(s) quoted in the Fee Proposal Schedule is a firm and irrevocable offer for 180 days.

_____6. The Bidder meets or exceeds all Mandatory Bidder Qualifications and has provided evidence of such in its bid/proposal.

_____7. The Bidder understands the work to be done, and is committed to performing the work as expeditiously as possible.

_____8. The Bidder assures that NYSIF's information or data is NOT transmitted outside of or accessed from outside the United States. *Any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal. NYSIF reserves the right to seek non-material clarifications to this provision if determined to be in NYSIF's best interest. Bidders who do not meet the minimum required data security levels will be disqualified.*

_____9. The Bidder is in compliance with all laws, statutes, rules and regulations or any federal, state or local governmental authority in the United States of America applicable to Bidder and all beneficial owners of Bidder, including, without limitation, the requirements contained in the rules and regulations of the Office of Foreign Asset Control of the Department of the Treasury ("OFAC") and in any enabling legislation or other Executive Orders in respect thereof.

Freedom of Information Law (FOIL):

Please indicate whether you believe that any of the information supplied herein constitutes a trade secret or that disclosure of the information would cause substantial injury to the Bidder's competitive position and should be exempt from disclosure under the Freedom of Information Law (see Exhibit B, clause 15 for additional information):

☐ No ☐ Yes

Non-collusion:

_____ I hereby attest that I am the person responsible within my firm for the final decision as to the price(s) and amount of this bid or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm:

_____1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other contractor, bidder or potential bidder.

_____2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be disclosed prior to bid opening.

_____3. No attempt has been made nor will be made to solicit, cause or induce any firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid, or other form of complementary bid.

_____4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

_____5. My firm has not offered nor entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

_____6. My firm has not accepted nor been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

_____7. I have made a diligent inquiry of all members, officers, employees and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this affidavit.

Conflicts of Interest:

_____1. Bidder has provided "Appendix V – Vendor Assurance of No Conflict of Interest or Detrimental Effect", signed by an authorized executive or legal representative attesting that the Bidder's performance of the services does not and will not create a conflict of interest with, nor position Bidder to breach any other contract currently in force with, the State of New York, and that Bidder will not act in any manner that is detrimental to any State of New York project on which Bidder is rendering services.

_____2. Bidder hereby reaffirms the attestations made in its proposal and covenants, and represents that there is and shall be no actual or potential conflict of interest that could prevent Bidder's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the RFP or subsequent Contract. Bidder shall have a duty to notify NYSIF immediately of any actual or potential conflicts.

_____3. In conjunction with any subcontract under this RFP or subsequent Contract, the Bidder shall obtain and deliver to NYSIF, prior to entering into a subcontract, an "Appendix V- Vendor Assurance of No Conflict of Interest or Detrimental Effect", signed by an authorized executive or legal representative of the subcontractor. Bidder shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to NYSIF a signed and completed Appendix V for each of its subcontractors prior to entering into a subcontract.

_____4. NYSIF and Bidder recognize that conflicts may occur in the future because the Bidder may have existing, or may establish new relationships. NYSIF will review the nature of any relationships and reserves the right to terminate any contract for any reason, or for cause, if, in the judgement of NYSIF, a real or potential conflict of interest cannot be cured.

_____5. Bidder must disclose any existing or contemplated relationship with any other person or entity, including relationships with any of its members, shareholders of 5% or more, parents, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the NYSIF, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your firm would eliminate or prevent it. Indicate in the bid what procedures will be followed to detect, notify the NYSIF of, and resolve such conflicts.

_____6. Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Ethics and Lobbying in Government or its predecessor State entities (collectively, "Commission") and, if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

Public Officers Law:

_____1. As a general rule and in accordance with New York Public Officers law, former employees of NYSIF may neither appear nor practice before NYSIF, nor receive compensation for services rendered on a matter before NYSIF, for a period of two years following their separation from NYSIF. In addition, former NYSIF personnel are subject to a "lifetime bar" from appearing before NYSIF receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with NYSIF.

_____2. Bidder and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law; other laws applicable to the service of State employees; and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements"). Bidder certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this RFP or subsequent contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by Bidder or is Subcontractors and who is disqualified from providing services under the RFP or subsequent contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from a Contract. Bidder shall identify and provide the State with notice of those employees of Bidder and its Subcontractors who are former employees of the State that will be assigned to perform services under this RFP or subsequent Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that Bidder provide it with whatever information that State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Commission on Public Ethics and Lobbying Government. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be conflict with any of the Ethics Requirements. The State shall have the right to terminate the Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

Subcontracting:

_____1. Bidder agrees not to subcontract any of its services, unless, as indicated in its proposal, without the prior written approval of NYSIF.

Sexual Harassment Prevention:

_____1.* By submission of this bid, pursuant to NY State Finance Law § 139-L, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid and/or subcontracting each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS Labor Law.

**Further information is set forth in NYSIF's Exhibit B , General Specifications, Clause 39.aa.*

Non-disclosure of Confidential Information:

_____1. Bidder certifies that the necessary measures to securely delete and destroy all data obtained from NYSIF whether in electronic, written or other format at the end of the legally required retention period. The destroyed NYSIF data can neither be reverse engineered to obtain NYSIF specific information nor recreated at the end of the legally required retention period. Bidder also attests necessary measures will continue to be in effect to safeguard the confidentiality of all NYSIF information that cannot be returned or destroyed.

_____
Signature of Officer

_____
Typed/Printed Name

_____
Title

_____
Company Name

_____
Date Signed

Sworn to before me this

_____Day of _____, 20_____

_____
Notary Public

Registration No:
State:

NYSIF EXHIBIT A

STANDARD CLAUSES

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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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. 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.

4. 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.

5. 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.

6. 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.

7. 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).

8. 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.

9. 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.

10. 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.

11. 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.

12. 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 Exhibit A, the terms of this Exhibit A shall control.

13. GOVERNING LAW.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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
Telephone: 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.

20. 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.

21. 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).

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

NYSIF EXHIBIT B

GENERAL SPECIFICATIONS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

August 2026

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GENERAL

1. APPLICABILITY

The terms and conditions set forth in this NYSIF Exhibit B are expressly incorporated in and applicable to the resulting procurement contracts let by NYSIF where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. GOVERNING LAW

This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. ETHICS COMPLIANCE

All Bidders/Contractors and their employees must comply with the requirements of §§ 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.

4. CONFLICT OF TERMS

Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

a. **NYSIF Exhibit A** Standard Clauses

b. **Contract and other writing(s**) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. Clarifications must be specifically noted in writing as to what was offered by the Contractor and what was accepted by the State. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

c. **Bid Documents** (Other than Exhibit A).

d. **NYSIF Exhibit B** (General Specifications).

e. **Contractor's Bid or Proposal.**

BID SUBMISSION

5. NOTIFICATION TO ALL BIDDERS

NYSIF is responsible for providing addenda or responding to questions from prospective Bidders. If it is necessary to revise the Bid Documents before the due date for bids, amendments will be posted on NYSIF's website: www.nysif.com/procurement.

By submitting a bid, Bidders are certifying they are qualified to perform the proposed work. Bidders shall have the necessary staff, equipment, compliance, etc. as set forth in the Bid Documents.

6. INTERNATIONAL BIDDING

All offers (tenders), and 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 offers (tenders) submitted which do not meet the above criteria will be rejected.

7. BID OPENING

Bids may, as applicable, be opened publicly. The Bid Opening procedure will be outlined and handled in accordance with the Bid Specifications. NYSIF reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. BID SUBMISSION

All Bids are to be packaged, sealed and submitted in accordance with the Bid Specifications. Bidders are solely responsible for timely delivery of their Bids to the location set forth in the Bid Specifications prior to the stated Bid opening date and time. For the purposes of Bid Submission, "sealed bids" shall include bids submitted in an electronic format only if electronic format is listed as an acceptable means of bid submittal in the Bid Specifications. The timely submission of an electronic bid or offer must be in compliance with instructions provided within the Bid Specifications and shall be the sole responsibility of each Bidder.

In the event that a Bidder fails to provide such information on the electronic bid, return Bid envelope or shipping material, the receiving entity reserves the right to open the shipping package or envelope to determine the proper Bid number or Product group, and the date and time of Bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the Bid or the procurement.

Notwithstanding the receiving agency's right to open a Bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the Bid not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids must be signed by a person authorized to commit the Bidder to the terms of the Bid Documents and the content of the Bid (offer).

9. LATE BIDS

For purposes of Bid openings held and conducted by NYSIF, a Bid must be received in such place as may be designated in the Bid Documents at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple awards; and acceptance of the late Bid is in the best interests of NYSIF. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of NYSIF shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations by NYSIF relative to Bid timeliness shall be final.

10. BID CONTENTS

Bids must be complete and legible. All Bids must have original signatures or electronic signatures; however, where necessary documents must be notarized. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by NYSIF or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by NYSIF after the time specified for the Bid opening, will not be considered.

11. ERRORS AND OMISSIONS

If a Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in Bid Documents, immediately notify one of the Designated Contacts of such error and request the clarification or modification thereof. Notice to NYSIF of any problems described above must be made in writing and received at NYSIF on or before the date and time shown as the final date for Bidder inquiries. Any modifications deemed

necessary by NYSIF shall be given by written notice and posted on NYSIF's Procurement website (www.nysif.com/procurement).

If prior to the final filing date for submission of a bid, a Bidder fails to notify NYSIF of a known error or an error that reasonably should have been known, the Bidder shall assume the risk. If awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its late correction.

12. EXTRANEOUS TERMS

Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

Only those extraneous terms that meet all the following requirements may be considered as having been submitted as part of the Bid:

a. Each proposed extraneous term must be specifically enumerated in the "Comments and Limitations" section of the proposer's bid response; and
b. The Bidder must identify the particular specification requirement (if any) that Bidder rejects or proposes to modify by inclusion of the extraneous term; and
c. The Bidder shall enumerate the proposed addition, deletion, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless submitted in accordance with the above and NYSIF expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

13. CONFIDENTIAL/TRADE SECRET MATERIALS

During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed except as may be required under the Freedom of Information Law or other State law.

Contractor further 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 NYSIF hereunder or received from another third party, will not be divulged to any third parties. Contractor will 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 NYSIF, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to ensure such confidentiality.

14. RELEASE OF BID EVALUATION MATERIALS

Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law. Information, other than statistical or factual tabulations or data such as the Bid Tabulation, shall only be released as required by law after Contract award. Bid Tabulations are not maintained for all procurements. Names of Bidders may be disclosed after Bid opening upon request. Written requests should be directed to contracts@nysif.com.

15. FREEDOM OF INFORMATION LAW

The Freedom of Information Law provides for an exemption from disclosure for records containing trade secrets or proprietary information, the disclosure of which would cause injury to the competitive position of commercial enterprises. This exemption, if claimed and meets the outlined requirements listed below, could be applicable both during and after the evaluation process.

Bidders seeking an exemption from disclosure of any portion of their bid under the Freedom of Information Law must request the exemption in writing at the time of submission, setting forth the reasons for the claimed exemption. 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. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by NYSIF 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. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

Where a Freedom of Information request is made for records that may contain a trade secret or proprietary information, NYSIF reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption from disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

For additional information please see NYSIF's Freedom of Information Law website. Freedom of Information Law requests must be submitted in accordance with the procedure established on the aforementioned website.

16. 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.

17. TAXES

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

b. Purchases made by NYSIF 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 NYSIF 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 § 1116 (a) (1) of the Tax Law. 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. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than $100,000 in accordance with provisions of the law.

18. EXPENSES PRIOR TO CONTRACT EXECUTION

NYSIF is not liable for any costs incurred by a Vendor, Bidder or Contractor in the preparation and production of a Bid, Mini-Bid or best-and-final offers or for any work performed prior to Contract execution.

19. ADVERTISING RESULTS

The prior written approval of NYSIF is required in order for results of the Bid to be used by the Contractor as part of any commercial advertising. The Contractor shall also obtain the prior written approval of NYSIF relative to the Bid or Contract for press or other media releases.

20. PRODUCT REFERENCES

a. "**Or Equal**": In all 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. NYSIF'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 Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

21. REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS

Upon the conditions specified in the Bid Specifications 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 Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, 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.

22. WARRANTIES

Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to NYSIF. Contractor hereby warrants and represents:

a. **Product Performance:** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.

b. **Title and Ownership Warranty:** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to NYSIF under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the NYSIF for any loss, damages or actions arising from a breach of said warranty without limitation.

c. **Contractor Compliance:** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all 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 renewals thereof, Contractor must establish to the satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and disability benefits (form C-105.2 and form DB-120.1, respectively), and shall provide such proof as required by the Commissioner. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.

d. **Product Warranty:** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause herein, 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; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to NYSIF. Contractor shall extend the Project warranty period for individual component(s), or for the System as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the System requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor ("ISV"), or other third party manufacturer markets any Project Deliverable 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 project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify NYSIF and pass through the manufacturer's standard commercial warranty to NYSIF at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third party extended warranty after expiration of the Project warranty and extended warranty period(s).

e. **Replacement Parts Warranty:** If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor, material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the State or NYSIF shall in no event be liable or responsible for such costs.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to NYSIF and guaranteed for the greater of: a) the warranty period under paragraph (d) above; or b) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

f. **Virus Warranty:** The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

g. **Date/Time Warranty:** Contractor warrants that Product(s) 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.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

h. **Workmanship Warranty:** Contract warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

i. **Survival of Warranties:** All warranties contained in this Contract shall survive the termination of this Contract.

23. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS

Bids offering Products that are manufactured or produced in public institutions will be rejected.

24. PRICING

a. **Unit Pricing** If required by the Bid Specifications, 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 Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of NYSIF, such unit pricing is obviously erroneous.

b. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

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 NYSIF.

d. **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 NYSIF.

e. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of NYSIF, shall be immediately reduced to the lower price.

f. **Price Decreases** Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

i. **GSA Changes**: Where NYS Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

ii. **Commercial Price List Reductions**: Where NYS Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

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

g. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order or Mini-Bid award for best and final pricing for the Product or service to be delivered. Contractors are encouraged to reduce their pricing upon receipt of such request.

25. DRAWINGS

a. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by NYSIF, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

b. **Drawings Submitted During the Contract Term** Where required to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Commissioner's representative.

c. **Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

26. SITE INSPECTION

Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product/Services. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which 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 complete the delivery and installation of the required Product or provide the requested service.

27. SAMPLES

a. **Standard Samples:** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by NYSIF and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

b. **Bidder Supplied Samples:** NYSIF reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by NYSIF during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct NYSIF as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

c. **Enhanced Samples:** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, NYSIF may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

d. **Conformance with Sample(s):** Submission of a sample (whether or not such sample is tested by, or for, NYSIF) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of NYSIF the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, NYSIF may reject the Bid. If an award has been made, NYSIF may cancel the Contract at the expense of the Contractor.

e. **Testing:** All samples are subject to tests in the manner and place designated by NYSIF, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

BID EVALUATION

28. BID EVALUATION

NYSIF reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if NYSIF determines the best interests of the State will be served. NYSIF, in its sole discretion, may accept or reject illegible, incomplete or vague Bids and its 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 offer.

29. CONDITIONAL BID

Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

30. CLARIFICATIONS / REVISIONS

Prior to award, NYSIF reserves the right to seek clarifications from Bidders on the contents of the bid/proposals. Other than to provide such information as may be requested by NYSIF, no Bidder will be allowed to alter its proposal or add new information after the final filing date and time. Failure to provide requested information may result in rejection of the Bid.

31. PROMPT PAYMENT DISCOUNTS

While prompt payment discounts will not be considered in determining the low Bid, NYSIF may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (e.g., net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11-A of the State Finance Law, which are applicable in any case, may render the Bid non-responsive and may be cause for its rejection.

32. EQUIVALENT OR IDENTICAL BIDS

In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of NYSIF to award a Contract to one or more of such Bidders shall be final.

33. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS

NYSIF reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. A Bidder/Contractor must be prepared to present evidence of legal authority to do business in New York State, integrity, experience, ability, prior performance, organizational and financial capacity as well as where applicable, a statement as to supply,

plant, machinery and capacity of the manufacturer or source for the production, distribution and servicing of the Product offered/Bid. If NYSIF determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, NYSIF may reject such Bid or terminate the Contract.

34. DISQUALIFICATION FOR PAST PERFORMANCE AND FINDINGS OF NON-RESPONSIBILITY

Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidder's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts or is deemed non-responsible.

35. QUANTITY CHANGES PRIOR TO AWARD

NYSIF 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 Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications 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.

36. TIMEFRAME FOR OFFERS

NYSIF reserves the right to make awards within one hundred eighty (180) days after the date of the Bid opening or such other period of time as set forth in the Bid Documents, during which period, Bids must remain firm and cannot be withdrawn. Pursuant to § 163(9)(e) of the State Finance Law and § 2-205 of the Uniform Commercial Code when applicable, where an award is not made within the one hundred eighty (180) day period or other time specified as set forth in the Bid Documents, the Bids shall remain firm until such later time as either a Contract is awarded or the Bidder delivers to NYSIF written notice of the withdrawal of its Bid. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of NYSIF, be accepted or rejected.

ADMINISTRATIVE

37. NYSIF PREROGATIVES

The contract award is subject to the availability of funds. Moreover, NYSIF is not liable for any costs incurred by any firm for work performed to prepare its proposal or for any travel and/or other expenses incurred in the preparation and/or submission of its proposal or with respect to any presentation/interview that may be required by NYSIF. Further, NYSIF is not liable for any costs incurred by the successful Bidder for services performed or costs incurred until the contracting process has been completed and all required approvals obtained.

NYSIF reserves the right to exercise the following:

a. Withdraw the IFB/RFP at any time, at NYSIF's sole discretion;

b. Make an award under the IFB/RFP in whole or in part;

c. Reject any or all bids received in response to the solicitation;

d. Cancel or limit the scope of the contract for any reason;

e. To not award a contract;

f. Seek clarifications and revisions of proposals;

g. Accept a bid for the contract other than the lowest cost;

h. Make multiple contract awards pursuant to the solicitation;

i. Waive any requirements that are not material;

j. Eliminate mandatory requirements unmet by all Bidders;

k. Change any of the scheduled dates;

l. Waive or modify minor irregularities in bids received after prior notification to the Bidder;

m. Consider modifications to bids at any time before the award is made, if such action is in the best interest of NYSIF;

n. Amend and modify the specifications after their release and post to NYSIF's procurement website (www.nysif.com/procurement);

o. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the IFB/RFP;

p. Reject/disqualify a bid if, in NYSIF's sole opinion, the bid price is determined to be excessive;

q. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;

r. Use proposal information obtained through site visits, management interviews and the state's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB/RFP;

s. Review Bidder's records used in determining bid;

t. Require the Bidder to demonstrate to the satisfaction of NYSIF any feature(s) presented as a part of its bid;

u. Investigate or make any inquiry into the capabilities of any Bidder to properly perform under any resultant contract;

v. Make inquiries, at NYSIF's discretion and by means which it may choose, into the Bidder's background or statements made in the bid to determine the truth and accuracy of all statements made therein;

w. Adjust or correct Bidders' mathematical errors and waive or modify other minor irregularities in proposals received, after prior notification to the Bidder;

x. Request any additional information deemed necessary for proper evaluation of bids;

y. Adopt as NYSIF property all submitted bids and to use any portions thereafter which are not specifically noted as proprietary by the submitting firms;

z. Utilize any and all ideas submitted in the proposals received;

aa. Adopt all or any part of a Bidder's proposal in selecting the optimum configuration;

bb. In any case where a question of non-performance of a contract arises, payment may be withheld in whole or in part at the discretion of NYSIF. Should the amount withheld be finally paid, a cash discount originally offered may be taken by NYSIF as if no delay in payment had occurred;

cc. Submission of an invoice and payment, or electronic transmission, thereof by NYSIF shall not preclude NYSIF from obtaining reimbursement or demanding a price adjustment in any case where the service delivered is found to deviate from the terms and conditions of the bid and award documents. Any delivery made which does not meet such terms and conditions may be rejected, or accepted on an adjusted price basis as may be determined by NYSIF;

dd. Reject an obviously unbalanced bid or to make "NO AWARD" on individual listings or sub-items if individual bid prices are deemed to be unbalanced or excessive or if an error in the solicitation becomes evident. In such case, ranking and evaluation of bids may be made on remaining items. Award would be made on the remaining items. The determination of an unbalanced bid shall be at the sole discretion of NYSIF. Options contained in this paragraph shall also be at NYSIF's sole discretion;

ee. Terminate the contract(s) if it deems the price adjustment pursuant to the solicitation or contract is not in the best interests of NYSIF or the State;

ff. Implement changes in price based on unforeseen factors such as dramatic changes in availability, delivery, costs, etc., for product, supplies, etc., that substantively affect the contractor's business processes or that may impact contract pricing. Such changes may be based on information from the U.S. Bureau of Labor Statistics, industry data, or other sources;

gg. After an unsuccessful attempt to speak with the contact person noted on the reference form, survey another person knowledgeable and familiar with the Bidder from the submitted reference due to time constraints;

hh. Review and consider other known clients of the Bidder in addition to those provided, including NYSIF, and to disqualify based on unsatisfactory reports and/or records of services provided;

ii. Reject all bids which do not comply with the bid specifications. However, NYSIF may elect to award to the Bidder who receives the highest overall combined evaluation score providing that the Bidder's non-compliance is deemed by NYSIF to be non-material to overall performance of the services;

jj. Invalidate a Bidder's scores at any time during the evaluation process if the Bidder's bid is deemed non-responsive or is disqualified;

kk. Evaluate, accept and/or reject any and all bids, in whole or in part, and waive technicalities, irregularities and omissions if, in NYSIF's considered judgment, the best interests of NYSIF will be served. Separable portions of offers may also be accepted or rejected. In the event compliant bids are not received, NYSIF reserves the right to consider late or non-conforming bids as offers;

ll. Stop the work covered by this solicitation and any contract(s) resulting there from at any time that it is deemed the successful Bidder is unable or incapable of performing the work to NYSIF's satisfaction;

mm. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;

nn. Negotiate with Bidders to serve the best interests of the State and NYSIF;

oo. Begin contract negotiations with another Bidder in order to serve the best interests of NYSIF in the event that NYSIF is unsuccessful in negotiating a contract with the selected Bidder;

pp. Split the contract between several Bidders;

qq. If a contract is not approved by the State Comptroller or the Department of Financial Services, where applicable, or if a contract is awarded but terminated within 120 days, NYSIF reserves the right to contract with the next lowest Bidder (IFB)/next highest ranking offer (RFP);

rr. If two or more bids are found to be substantially equivalent, NYSIF, at its sole discretion, will determine award;

ss. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening;

tt. Accept or reject any of the Bidder's employees assigned to this contract and to require their replacement at any time;

uu. Consider amendments which are not specifically covered by the terms of the contract but are judged to be in the best interest of NYSIF and/or the State;

vv. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of NYSIF;

ww. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.

38. NEW YORK STATE PROCUREMENT RIGHTS

To enable the State to acquire commodities, technology and services at the lowest price or best value from responsible and responsive bids, the State reserves the rights to:

a. Define requirements to meet Agency needs and to modify, correct and clarify requirements at any time during the process provided the changes are justified and maintain fairness in contracting with the business community;

b. Accept and/or reject any or all bids, and waive technicalities or portions of the bids in the best interest of the State;

c. Establish terms and conditions which must be met by all Bidders and/or, where permitted by the solicitation, eliminate mandatory requirements that are not met by any Bidder;

d. Establish, where permitted by solicitation, conditions under which the scope of the contract can be expanded and criteria for price increases or decreases during the contract period;

e. Award contracts for any or all parts of the bid solicitation in accordance with the Method of Award;

f. Consider every bid as firm and not revocable for a period of up to one hundred eighty (180) days from the bid opening or such other period of time specified in the solicitation. Subsequent to such one hundred eighty (180) day or other specified period, a bid may be withdrawn in writing.

g. Have the option to require a bond or other guarantee of performance, and to approve the amount, form and sufficiency thereof.

39. BIDDER CERTIFICATION REQUIREMENTS

Any company submitting a bid in response to this solicitation *must certify in writing* acceptance of the following contract conditions which relate to consideration of the bid:

a. NYSIF reserves the sole right of judgment and acceptance of a company's written bid.

b. The submitted bid must remain in effect for one hundred-eighty (180) days from the bidding deadline. However, a non-successful Bidder may withdraw its bid any time after the selection of the successful Bidder, upon written notice to NYSIF. Bidders whose bids have been rejected by NYSIF shall be notified of such rejection.

c. Compensation shall be paid by the State of New York, in accordance with its standard payment practices.

d. The Bidder certifies that, if selected, all services described in the bid document can and will be provided.

e. The successful Bidder agrees to submit an Equal Employment Opportunity Policy Statement and Staffing Plan to NYSIF, upon request, as outlined under Participation of New York State Business Enterprises.

f. The Bidder warrants that, if selected, it will not delegate, assign, encumber or subcontract, in whole or in part, its agreement and/or its responsibilities under the contract without prior written approval from NYSIF.

For any bid that includes services to be provided by subcontract with a third party, the Bidder will be responsible for the conduct and performance of the third party. NYSIF will consider the Bidder to be the prime contractor and the sole point of contact in regard to any contractual items specified or required in the bid documents.

The Bidder should obtain the consent of the proposed subcontractor and include it in the bid.

The bidder agrees not to subcontract any of its services, unless as indicated in its proposal, without prior written approval of NYSIF. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

g. The Bidder warrants that all information provided by it in connection with this bid is true and accurate.

h. The Bidder agrees not to make any claims for or have any right to damages because of any misinterpretation or misunderstanding of the specifications or because of any lack of information.

i. The Bidder warrants that the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor. Unless otherwise required by law, the Bidder certifies that the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any Bidder or competitor and no attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition. In addition, a Bidder is prohibited from making multiple bids in a different form (e.g., as prime Bidder and as a subcontractor to another prime Bidder).

A Bidder must include a statement in the bid describing all actual or potential relationships which may be considered to be a "conflict of interest." The "conflict of interest" will be taken under consideration by NYSIF's Bid Evaluation Committee. The Committee's determination of a disqualifying "conflict of interest" is final.

j. Disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Respondent or former officers and employees of the Agencies and their Affiliates, in connection with your rendering services enumerated in this RFP. If a conflict does or might exist, please describe how your Staffing Firm would eliminate or prevent it. Indicate what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.

k. The Bidder must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Commission on Public Integrity or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included indicating how any matter before the Commission was resolved or whether it remains unresolved.

A Bidder must include a statement in the bid describing all actual or potential relationships which may be considered to be a "conflict of interest." The "conflict of interest" will be taken under consideration by NYSIF's Bid Evaluation Committee. The Committee's determination of a disqualifying "conflict of interest" is final.

l. The Bidder will conform to all provisions of NYSIF Exhibit A, *Standard Clauses*.

m. The Bidder agrees that no New York State or local sales tax, transportation tax or Federal excise tax will be charged on any part of this project since NYSIF is an agency of the State of New York and tax exempt by statute.

n. The Bidder will save and hold harmless NYSIF and its management from all claims, suits, litigation and legal liability from any acts or omissions committed by the Bidder during the course of the contract.

o. The contractor is an independent contractor of the State and may not hold itself out nor claim to be an officer, employee or subdivision of the State nor may contractor make any claim, demand or application to or for any right based upon any different status.

p. Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract, at the contractor's expense. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of NYSIF that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by NYSIF. Failure to comply or failure to

provide proof may constitute grounds for NYSIF to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by NYSIF. Furthermore:

- Contractor agrees to disclose information and provide affirmations and certifications to comply with §§ 139-j and 139-k of the State Finance Law.
- Contractor agrees to cooperate with NYSIF's periodic risk assessment of Contractor and the continued adequacy of its cybersecurity practices, in accordance with 23 NYCRR 500.11(a)(4) of the *Cybersecurity Requirements for Financial Services Companies*, as promulgated by the Department of Financial Services.
- Contractor agrees to comply with Executive Law § 170-f, *Website accessibility; contractors and vendors*. Each contractor, subcontractor, vendor, consultant, or other person providing services pursuant to a state contract shall be required to conform any website provided by such contractor, subcontractor, vendor, consultant, or person in relation to and for the purpose of the provision of such services to the most current version of the Web Content Accessibility Guidelines adopted by the World Wide Web Consortium for accessibility, or any successor standards.

q. All contractors and contractor employees must be aware of and comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law, and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees, and governing the conduct of employees of firms, associations and corporations in business with the State. In signing the bid, each Bidder has guaranteed knowledge and full compliance with those provisions for this and any other dealings, transactions, sales, contracts, services, offers or relationships involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as required by law.

r. As a general rule and in accordance with New York Public Officers law, former employees of NYSIF may neither appear nor practice before NYSIF, nor receive compensation for services rendered on a matter before NYSIF, for a period of two years following their separation from NYSIF. In addition, former NYSIF are subject to a "lifetime bar" from appearing before NYSIF receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with NYSIF.

s. Bidder and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law; other laws applicable to the service of State employees; and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Commission on Ethics and Lobbying in Government, or its predecessors (collectively, the "Ethics Requirements"). Bidder certifies that all of its employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this RFP or subsequent contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by Bidder or is Subcontractors and who is disqualified from providing services under the RFP or subsequent contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from a Contract. Bidder shall identify and provide the State with notice of those employees of Bidder and its Subcontractors who are former employees of the State that will be assigned to perform services under this RFP or subsequent Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that Bidder provide it with whatever information that State deems appropriate about each such person's engagement, work cooperatively with the State to solicit advice from the New York State Commission on Ethics and Lobbying in Government, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Commission on Ethics and Lobbying in Government s. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be conflict with any of the Ethics Requirements. The State shall have the right to terminate the Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

t. Bidder hereby reaffirms the attestations made in its proposal and covenants, and represents that there is and shall be no actual or potential conflict of interest that could prevent Bidder's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the RFP or subsequent Contract. Bidder shall have a duty to notify NYSIF immediately of any actual or potential conflicts.

u. If NYSIF impedes or causes any delay in the completion of the Contractor's work, then NYSIF should be notified immediately in writing of the delay and the reason(s) for such delay.

v. Tax Law 5-a is in effect for all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where (1) the total amount of such persons' sales delivered into New York State are in excess of $300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of 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, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services having a value in excess of $100,000. The law imposes upon certain contractors the obligation to certify whether or not the contract, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating use tax.

w. Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between NYSIF and a Bidder during the procurement process. A Bidder is restricted from making contacts from the earliest notice of a solicitation release through final award and approval of the Procurement Contract by NYSIF and, if applicable, Office of the State Comptroller or Department of Financial Services ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j (3)(a). Designated staff, as of the date hereof, is identified in the solicitation document (see INQUIRIES/ISSUING OFFICE/DESIGNATED CONTACT). NYSIF employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award, and in the event there are two findings within a 4 year-period, the Bidder is debarred from obtaining governmental Procurement Contracts.

x. Bidder has provided "Appendix V – Vendor Assurance of No Conflict of Interest or Detrimental Effect", signed by an authorized executive or legal representative attesting that the Bidder's performance of the services does not and will not create a conflict of interest with, nor position Bidder to breach any other contract currently in force with, the State of New York, and that Bidder will not act in any manner that is detrimental to any State of New York project on which Bidder is rendering services.

y. In conjunction with any subcontract under this RFP or subsequent Contract, the Bidder shall obtain and deliver to NYSIF, prior to entering into a subcontract, an "Appendix V- Vendor Assurance of No Conflict of Interest or Detrimental Effect", signed by an authorized executive or legal representative of the subcontractor. Bidder shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to NYSIF a signed and completed Appendix V for each of its subcontractors prior to entering into a subcontract.

z. NYSIF and Bidder recognize that conflicts may occur in the future because the Bidder may have existing, or may establish new relationships. The NYSIF will review the nature of any relationships and reserves the right to terminate any contract for any reason, or for cause, if, in the judgement of NYSIF, a real or potential conflict of interest cannot be cured.

aa. By submission of this bid, pursuant to NY State Finance Law § 139-L, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid and/or subcontracting each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of 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 URL: https://www.ny.gov/combating-sexual-harassment-workplace/employers.

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, NYSIF may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on NYSIF's Bidder Certification Form, which Bidder must submit with its bid.

40. PARTICIPATION OF NYS BUSINESS ENTERPRISES

It is the policy of New York State to maximize the 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.

For all contracts estimated to be $25,000 or more:

a. Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.

b. Prior to the award of a State contract, the contractor shall submit an Equal Employment Opportunity Policy Statement to NYSIF within the time frame established by NYSIF.

c. The contractor's EEO Policy Statement shall contain, but not necessarily be limited to, and the contractor, as a precondition to entering into a valid and binding State contract, shall, during the performance of the State contract, agree to the following:

i. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

ii. The contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.

iii. ONLY FOR CONTRACTS WITH A TOTAL EXPENDITURE IN EXCESS OF $250,000: 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.

iv. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

v. The Contractor will include the provisions of Subdivisions (i) through (iv) of this Subsection c, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

vi. At the request of NYSIF, 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.

d. Except for construction contracts, prior to award of a State contract, the contractor shall submit to NYSIF a staffing plan of the anticipated work force to be utilized on the State contract or, where required, information on the contractor's total work force, including apprentices, broken down by specified ethnic background, gender and Federal Occupational Categories or other appropriate categories specified by NYSIF. The form of the staffing plan shall be supplied by NYSIF.

e. After an award of a State contract, the contractor shall submit to the contracting agency a work force utilization report, in a form and manner required by the agency, of the work force actually utilized on the State contract, broken down by specified ethnic background, gender and Federal Occupational Categories or other appropriate categories specified by the contracting agency.

(Note: The contractor shall include the language of the above provisions in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with the State contract. This includes the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the contractor information on the ethnic background, gender and Federal Occupational Categories of the employees to be utilized on the State contract.)

41. DEBRIEFING

Pursuant to § 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 NYSIF that the Bid submitted by the Bidder was not selected for award. Requests must be submitted in writing to contracts@nysif.com to a designated contact identified in the Solicitation.

A debriefing will be limited to a review of an unsuccessful Bidder's own submission and the scoring of that submission. An unsuccessful bidder is not entitled to review the submission of the successful Bidder.

42. NYSIF'S VENDOR PROTEST PROCEDURE

NYSIF's Vendor Protest Procedure (Protest), which provides vendors with an opportunity to administratively resolve disputes related to NYSIF's procurement decisions, is as follows:

a. Protesting NYSIF's Procurement Decisions

i. Protest Phases

Solicitation Phase Protest

A prospective proposer, Offeror or Bidder may, during the procurement solicitation phase, protest the content of a Request for Proposal (RFP) or Invitation for Bid (IFB) or any aspect of NYSIF's conduct of the solicitation phase of the procurement.

Such protests must be submitted in writing to NYSIF's Director of Administration or designee, via email, and must be received by NYSIF no later than 1:00 p.m. on the 7th (seventh) business day prior to the date when proposals or bids are due. Solicitation phase protests are to be addressed as follows:

Email: contracts@nysif.com
Subject Line: Attn Vendor Protest – NYSIF Bid # ____ – [*Bid Title*]

Post Award Protest

An actual proposer, Offeror or Bidder that has submitted a bid or proposal in response to a solicitation may protest the award of the contract for that solicitation. Such protest must be submitted in writing to NYSIF's Director of Administration or designee, via email, and must be received by NYSIF no later than 1:00 p.m. on the 10th (tenth) business day following: 1) NYSIF's issuance of a Notice of Contract Award or Bid Tab Certification or; 2) NYSIF's issuance of a letter to the Bidder indicating that its proposal was not selected. Post award protests are to be addressed as follows:

Email: contracts@nysif.com
Subject Line: Director of Administration Attn Vendor Protest – NYSIF Bid # ____ – [*Bid Title*]

ii. Protest Contents

Written protests must contain all the detail necessary for the Director of Administration or designee to evaluate the protester's issue and make a determination. The written protest must, at a minimum, include the following:

- Name and title of person(s) filing the protest;
- Company name and address, telephone and fax numbers, and email address;
- The solicitation title and number;
- A detailed statement of all legal and/or factual grounds for disagreement with a specification or a procurement determination;
- A statement as to the form of relief requested; and
- Copies of all applicable supporting documentation.

b. Protest Determination

NYSIF's Director of Administration or designee shall make a determination for every solicitation phase and post award protest submitted in accordance with this Procedure. A copy of the decision, stating the reason(s) upon which it is based and informing the protester of the right to appeal an unfavorable decision to the General Attorney of NYSIF, shall be sent to the protester or its agent by email within thirty (30) days of receipt of the protest, except that upon notice to the protester such period may be extended.

NYSIF shall include the protest and all determinations thereon in the Procurement Record relevant to the bid being protested."

c. Appeal Process

Should the protester be dissatisfied with NYSIF's Director of Administration or designee's determination, the protester may file a written appeal. Such written appeal must be sent email and must be received by NYSIF no later than 1:00 p.m. of the 10th (tenth) business day following the protester's receipt of the determination. The appeal should be directed to NYSIF's General Attorney at the following address:

Email: contracts@nysif.com

Subject Line: General Attorney Attn Vendor Protest – NYSIF Bid # ____ – [*Bid Title*]

An appeal of the decision shall not include any new facts and information unless requested in writing by the General Attorney.

The final determination on the appeal shall be issued within thirty (30) days of receipt of the appeal, except that upon notice to the protester such period may be extended. The decision of the General Attorney shall be a final and conclusive agency determination.

d. Legal Appeals

Nothing contained in these provisions is intended to limit or impair the rights of any vendor or contractor to seek and pursue remedies of law through the judicial process.

APPENDIX B1

ADDITIONAL SPECIFICATIONS FOR TECHNOLOGY CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE

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1. 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 (i.e., payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation). Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, provided that any modifications, 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.

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. **Licensed Documentation** If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractor's expense: (i) one (1) hard copy and one (1) master electronic copy of the Documentation in a mutually agreeable format; (ii) based on hard copy instructions for access by downloading from the Internet (iii) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License - one (1) copy per License
- Concurrent Users - 10 copies per site
- Processing Capacity - 10 copies per site

Software media must be in a format specified by the Authorized User, without requiring any type of conversion.

Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product in accordance with the terms of license.

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. Maintenance term(s) and any renewal(s) thereof are independent of the expiration of the Centralized Contract term and will not automatically renew.

Maintenance shall include, at a minimum, (i) the provision of error corrections, updates, revisions, fixes, upgrade and new releases to Licensee, and (ii) Help Desk assistance with locally accessible "800" or toll free, local telephone service, or alternatively on-line Help Desk accessibility. Contractor shall maintain the Products so as to provide Licensee with the ability to utilize the Products in accordance with the Product documentation without significant functional downtime to its ongoing business operations during the maintenance term.

Authorized User 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 Authorized User 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 which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates.

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 between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers but must give thirty (30) days prior written notice to Contractor of such move(s) 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 Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus 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: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such 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 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain 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.

   Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (e.g., JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the function or business activity.

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 in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; ii)

reproducing a reasonable number of copies of the Product and related Documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and after the declaration by the Licensee of a disaster; 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. "Disaster Recovery" shall be defined as 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.

h. **Confidentiality Restrictions** The Product is a trade secret, copyrighted and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of Contract. Licensee will not remove or destroy any proprietary markings of Contractor.

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;

   iii. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

2. PRODUCT ACCEPTANCE

Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware products and sixty (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. 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(s) 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 NYSIF or Authorized User agrees to accept the Product at completion of trial use.

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 sets to be specified by User. Where using its own data or tests, Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the Authorized User, and shall be made part of the Contractor's standard documentation. 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 thirty (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.

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 thirty (30) days to correct the deficiency, and the Authorized User shall have an additional sixty (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.

3. 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 provided that: (i) Contractor gives Licensee(s) at least thirty (30) days advance written notice, (ii) such audit is conducted during such party's normal business hours, (iii) the audit is conducted by an independent auditor chosen on mutual agreement of the parties. Contractor shall recommend a minimum of three (3) auditing/accounting firms from which the Licensee will select one (1). In no case shall the Business Software Alliance (BSA), Software Publishers Association (SPA), Software and Industry Information Association (SIIA) or Federation Against Software Theft (FAST) be used directly or indirectly to conduct audits, or be recommended by Contractor; (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; and (v) 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 NYS Net Price in effect 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.

4. OWNERSHIP/TITLE TO PROJECT DELIVERABLES

a. Definitions

i. For purposes of this paragraph, "Products." A deliverable 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 diskette, CD, DVD or other 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 paragraph, "Existing Products." 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 paragraph, "Custom Products." Products, preliminary, final or otherwise, which are created or developed by Contractor, its Subcontractors, partners, employees or agents for Authorized User under the Contract.

b. **Title to Project Deliverables** Contractor acknowledges that it is commissioned by the Authorized User to perform the services detailed in the Purchase Order. Unless otherwise specified in writing in the Bid or Purchase Order, the Authorized User shall have ownership and license rights as follows:

i. **Existing Products**:

1. **Hardware** - Title and ownership of Existing Hardware Product shall pass to Authorized User upon Acceptance.

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

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 Product(s), 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 purpose(s) 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 purchase (s) 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 Product(s), 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 paragraph.

e. **Contractor's Obligation with Regard to ISV (Third Party) Product** Where Contractor furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the Contractor or ISV's standard license agreement, Contractor shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User at Contractor's sole cost and expense.

5. 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; or (ii) a written confirmation from the Proprietary owner accepting Product invoice as proof of license. Contractor shall submit a sample certificate, or alternatively such written confirmation from the proprietary developer. Such certificates must be in a form acceptable to the Licensee.

6. PRODUCT VERSION

Purchase Orders shall be deemed to reference Manufacturer's most recently released model or version of the Product at time of order, unless an earlier model or version is specifically requested in writing by Authorized User and Contractor is willing to provide such version.

7. 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 NYSIF, each Licensee and each Authorized User 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 customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User's option, provided that the Authorized User is under contract for maintenance on the date of notice, either: provide the Authorized User with a Product replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User to continue use and maintenance of the Product.

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 (5) 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 State and each Authorized User 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 customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed rebundling change to NYSIF 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.

8. NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, Contractor hereby warrants and represents that the Product and all Upgrades do not and will 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). Contractor agrees that in the event of a breach or alleged breach of this provision that Authorized User shall not have an adequate remedy at law, including monetary damages, and that Authorized User 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 Authorized User shall be entitled.

9. SOURCE CODE ESCROW FOR LICENSED PRODUCT

If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers, Contractor shall either: (i) provide Licensee with the Source Code for the Product; or (ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (iii) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above and such updating of escrow shall be certified to the State in writing. Contractor shall identify the escrow agent upon commencement of the Contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

NYSIF EXHIBIT C

CONTRACT PROVISIONS

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1. CONTRACT DOCUMENTS

The contract documents consist of the contract agreement, proposal, bid document specifications, addenda issued prior to receipt of bids, and all subsequent modifications and changes issued pursuant to the bid documents.

The contract represents the agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral, including the bidding documents which may have resulted from the Bid Documents.

The contract may be revised, modified and/or amended by mutual written consent of both parties and where applicable the approval of the NYS Attorney General (AG), Office of the State Comptroller (OSC) or the Department of Financial Services (DFS). The contract is made in accordance with the laws of New York State.

2. TERM

In addition to any stated renewal periods in the Contract, any Contract or unit portion thereof let by NYSIF may be extended by NYSIF for an additional period(s) of up to one year with the written concurrence of the Contractor and, where required, OSC or DFS approval. Such extension may be exercised on a month to month basis or in other stated periods of time during the one year extension.

3. TERMINATION OF CONTRACT

a. **For Cause:** For a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor, the Contract may be terminated by NYSIF at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non- performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, NYSIF may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach. NYSIF shall have the right to award a new contract to a third party. In the event of termination for cause, NYSIF shall seek recovery damage incurred by NYSIF and the reasonable re-procurement costs associated in reassigning the contract.

b. **For Convenience:** This Contract may be terminated at any time by NYSIF for convenience upon sixty (60) days written notice or other specified period 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, NYSIF shall remain liable for all accrued but unpaid charges incurred through the date of the termination. Contractor shall use due diligence and provide any outstanding deliverables.

c. **For Non-Responsibility:** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSIF officials or staff, the contract may be terminated by NYSIF at the Contractor's expense where the Contractor is determined by NYSIF to be non-responsible. In such event, NYSIF may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

d. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** NYSIF 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, NYSIF may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

e. **For Violation of Revised Tax Law 5a:** NYSIF reserves the right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §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, NYSIF may exercise its termination right by providing written notification to the Contractor.

f. **Conflicts of Interest:** NYSIF reserves the right to review the nature of relationships and reserves the right to terminate the contract for any reason, or for cause, if, in the judgement of NYSIF, a real or potential conflict of interest cannot be cured.

4. SUSPENSION OF WORK

a. **For Convenience:** NYSIF may order the contractor in writing to suspend performance of all or any part of the work for a reasonable period of time, not to exceed thirty (30) days, as determined by NYSIF.

Upon receipt of a suspension order, the contractor shall, as soon as practicable, cease performance of the work as ordered.

The contractor specifically agrees that a suspension, interruption or delay of the performance of the work pursuant to this proposal shall not increase the cost of performance of the work of this contract.

b. **For Non-Responsibility:** NYSIF, in its sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when NYSIF discovers information that calls into questions the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSIF issues a written notice authorizing a resumption of performance under the contract.

5. VENDOR RESPONSIBILITY

The contractor shall at all times during the contract term remain responsible. The Contractor agrees, if requested by NYSIF, 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.

6. SAVINGS/FORCE MAJEURE

A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or NYSIF in the performance of the Contract which non- performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide NYSIF with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor NYSIF 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 NYSIF 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 NYSIF where the delay or failure will significantly impair the value of the Contract to the State, NYSIF may:

a. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to NYSIF with respect to Product subjected to allocation; and/or

b. 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 NYSIF; or

c. 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, NYSIF reserves the right, in its 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.

7. DISASTER RECOVERY PLAN

A. Disaster Recovery Plan

Contractor shall develop and deliver, upon request, to NYSIF on or before a date as reasonably determined by NYSIF, and at no additional cost to NYSIF, a Disaster Recovery Plan for the services which is acceptable to NYSIF and all appropriate regulatory organizations having jurisdiction over Contractor. The Disaster Recovery Plan, which will apply specifically and exclusively to the services under this Agreement, shall provide a description of the Plan Assumptions, Recovery Strategy, Disaster Declaration, Plan Notification and Activation, and Recovery Resources. Contractor shall make available at its premises its Master Disaster Recovery Plan applicable to all of its operations for review by NYSIF. NYSIF's approval of the disaster Recovery Plan shall not be unreasonably withheld. Review and acceptance of any Disaster Recovery Plan as may be required by any such regulatory organization shall be the responsibility of Contractor. The Disaster Recovery Plan shall provide, at a minimum, for Contractor to provide alternate electrical power for uninterrupted service. The Disaster Recovery Plan shall also designate one or more facilities (each a "Disaster Recovery Site") or separate computer resources to which Contractor shall move the Services (or affected portion of such services) upon the declaration of a Disaster requiring such a relocation (including a Disaster at a Disaster Recovery Site). Each Disaster Recovery Site must be appropriately equipped with data processing equipment which the parties reasonably believe should be sufficient to provide the Services in compliance with the contracted services. The Disaster Recovery Plan must also specify all procedures for the determination or declaration of a Disaster, which determination or declaration may not be unreasonably withheld or delayed by either party.

B. Access to Disaster Recovery Plans

1. Contractor shall make available to NYSIF any reports or findings of any regulatory agency dealing with Contractor's disaster recovery capabilities to provide services hereunder, unless it is prohibited from making such disclosure by law or by any such agency, together with any reports of its independent auditors relating to such plans. Contractor shall also make available to NYSIF results of any tests of Contractor's disaster recovery facilities conducted by Contractor or any third party with respect to the services provided under the Agreement. Contractor shall provide an annual briefing to NYSIF related to its disaster recovery strategy.
2. NYSIF acknowledges that Contractor's Master Disaster Recovery Plan providing disaster recovery for these services contains highly sensitive and confidential business information. It is understood and agreed that NYSIF may examine and approve the Master Disaster Recovery Plan; however, such examination shall be limited to that portion of the plan(s) which relates to the providing of services under this Agreement. Contractor may in its discretion limit NYSIF's review of its Master Disaster Recovery Plan(s) to a review of a copy maintained at Contractor's Capital Region office and not permit any copies to be made.

C. Disaster Event Notification

Contractor shall no later than twenty-four (24) hours after the occurrence of an event requiring activation of the Disaster Recovery Plan inform NYSIF that the plan has been activated. At that time, Contractor shall provide NYSIF with a description of the nature and extent of the disaster, an assessment of the impact on all services provided pursuant to this Agreement and a description of the specific recovery actions with their associated timeframes that have been or will be taken as part of the plan. Contractor will provide appropriate periodic updates of the recovery process as required by NYSIF.

8. 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. Unless otherwise specified in the Bid Documents, delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor. The decision of NYSIF as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify NYSIF 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 NYSIF. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in NYSIF's discretion, the Contract.

9. WEEKEND AND HOLIDAY DELIVERY

Unless otherwise specified in the Bid Specifications, 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 NYSIF shall govern.

10. SHIPPING / RECEIPT OF PRODUCT

a. **Packaging:** Tangible 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 NYSIF User unless otherwise specified in the Contract documents.

b. **Shipping Charges:** Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (FOB) destination tailgate delivery at the dock. 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 personnel authorized to accept delivery on behalf of NYSIF. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

11. PRODUCT SUBSTITUTION

In the event a specified manufacturer's 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 NYSIF to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to NYSIF. Unless otherwise specified, any substitution of Product prior to NYSIF's written approval may be cause for cancellation of Contract.

12. REJECTED PRODUCT

When any Product is rejected, it must be removed by the Contractor from the premises of NYSIF within ten calendar days of notification of rejection by NYSIF. 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 NYSIF shall have the right to dispose of Product as its own property. Any property of the Contractor that remains on the NYSIF premise after termination of the Agreement or following completion of the contract shall be treated as rejected product and must be removed from the premises of NYSIF within ten calendar days of written notification by NYSIF. The Contractor shall promptly reimburse NYSIF for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

13. INSPECTION AND ACCEPTANCE OF THE WORK

NYSIF will, from time-to-time, inspect the products being provided and/or the services being performed under the terms of the contract.

All products/work shall be subject to the approval of NYSIF. In the event that any of the products provided/work performed are not acceptable to NYSIF in its sole judgment, the contractor shall replace the product/correct that work in an expeditious manner at no additional cost to NYSIF.

The contractor shall, without charge, promptly correct any problems NYSIF finds do not conform to the contract documents, unless in the public interest NYSIF consents to accept such product or work with an appropriate adjustment to the contract price.

If the contractor does not promptly correct rejected product/work, NYSIF may replace such product/correct such work and charge the cost thereof to the contractor, or terminate the contract in accordance with the Agreement.

14. TITLE AND RISK OF LOSS

Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to NYSIF 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 Bid Specifications or Purchase Order. Mere acknowledgment by NYSIF 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 Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by NYSIF.

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

16. ASSIGNMENT

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 NYSIF. Failure to obtain consent to assignment from NYSIF shall revoke and annul such Contract. 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 assignment(s) with NYSIF. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to NYSIF and seek written agreement from NYSIF. The assignment agreement may be subject to the approval of AG and OSC or DFS. NYSIF reserves the right to reject any proposed assignee at its discretion.

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 NYSIF responsibilities for the Contract.

17. ASSIGNMENT OF CLAIM

Contractor hereby assigns to the State any and all claims for overcharges associated with this Contract which 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.

18. RIGHT TO AUDIT

Contractor shall maintain accurate records and accounts of services performed and money expended under

this agreement and shall furnish or make available such supplemental accounts, records or other information as are required to substantiate any estimate, expenditures or report as required by NYSIF (or its designee), or as may be necessary for auditing purposes or to verify that expenditures were made only for the purpose authorized by this agreement and consistent with all requirements as stated in the Request for Proposal. Such records and accounts and all supportive documentation shall be kept for at least six (6) years subsequent to dates of final payment hereunder, or until a final audit has been made by NYSIF (or its designee).

In case all or a part of such records are not made available for audit purposes, Contractor agrees that any cost items claimed but not supported by such records shall be disallowed, or if payment has already been made, Contractor shall, upon written demand of NYSIF, refund to NYSIF the amount disallowed.

SSAE 18 Reports:

If Contractor utilizes a Statement on Standards for Attestation Engagements (SSAE) No. 16, or Statement on Standards for Attestation Engagements (SSAE) No. 18, as developed by the American Institute of Certified Public Accountants (AICPA), within the past twenty-four months prior to the Agreement, Contractor shall provide NYSIF with a copy of Contractor's Service Organization Control (SOC) Report types 1, 2, or 3, on an annual basis. Such Report(s) shall be used for information purposes only. NYSIF reserves the right to request a copy of the Report(s) during the Agreement duration (including option periods). Production of Contractor SSAE 16 or 18 Report(s), or SOC Reports shall not take the place of NYSIF's right under the Agreement to independently audit Contractor.

19. POLICY COMPLIANCE

Contractor warrants, covenants and represents that it will comply fully with all applicable policies and procedures of NYSIF in performance of the Contract including but not limited to security, physical, facility, documentary, and cyber security rules, policies, procedures, and protocols.

20. SUBCONTRACTORS / SUPPLIERS

NYSIF reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the Department of Labor's list of companies with which New York State cannot do business; NYSIF determines that the company is not qualified; NYSIF determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (MWBE) Bidders as required by prior Contracts.

21. CONTRACT BILLINGS

Contractor shall provide complete and accurate billing invoices to NYSIF in order to receive payment. Invoices must contain all information required by the Contract. The Contractor is required to utilize NYSIF's electronic billing system and any related programs for all reporting and bill payment.

Submission of an invoice and payment thereof shall not preclude NYSIF from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

Contractor shall provide, upon request of NYSIF, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by NYSIF and in a media commercially available from the Contractor. NYSIF may direct the Contractor to provide the information to the State Comptroller (OSC).

22. REMEDIES FOR BREACH

It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

a. Cover/Substitute Performance: In the event of Contractor's material breach, NYSIF may, with or without formally Bidding:

(i) Purchase from other sources; or (ii) If NYSIF is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, NYSIF may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of NYSIF, be deducted from the Contract quantity and payments due to Contractor.

b. Withhold Payment: In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of NYSIF. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

c. Bankruptcy: In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, NYSIF may, at its discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit NYSIF the amounts owed by the Contractor arising out of the same transactions.

d. Reimbursement of Costs Incurred: The Contractor agrees to reimburse NYSIF promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or 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 expended or incurred by NYSIF in connection therewith, 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, NYSIF may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to NYSIF promptly by the Contractor or deducted by NYSIF from payments due or to become due the Contractor on the same or another transaction.

e. Deductions/Credits: Deduction/Credit Sums due as a result of these remedies may be deducted or offset by NYSIF 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 NYSIF the amount of such claim or portion of the claim still outstanding, on demand. NYSIF reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

23. 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 appearance of the Product or render it structurally 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 NYSIF 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.

24. PRODUCT ACCEPTANCE – HARDWARE AND SOFTWARE

Unless otherwise provided by mutual agreement, NYSIF shall have thirty (30) days from the date of delivery to accept hardware products and sixty (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. Unless otherwise provided by mutual agreement, NYSIF shall have the option to run testing on the Product

prior to acceptance. 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 by NYSIF'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.

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 NYSIF as of the expiration of that period.

25. TOXIC SUBSTANCES

Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide NYSIF with not less than two copies of a material safety data sheet, which 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 Material Safety Data Sheet must be provided to and approved by NYSIF's agency representative.

26. 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 NYSIF, as necessary to ensure delivery of Product or coordination of performance of services.

27. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its agents, officers and employees under this Contract is that of an independent Contractor, and in no manner shall they be deemed employees of NYSIF, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this Contract, to maintain at Contractor's expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker's compensation, disability and unemployment insurance, and to provide NYSIF with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

28. EMPLOYEES, SUBCONTRACTORS AND AGENTS

All employees, Subcontractors or agents 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 Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of NYSIF. NYSIF reserves 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, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with NYSIF's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. NYSIF reserves the right to reject and/or bar from the facility for cause any employee, Subcontractor, or agents of the Contractor.

29. OWNERSHIP OF DOCUMENTS

All drawings, specifications, computations, sketches, test data, survey results, reports and other documents including, but not limited to, models, photographs, renderings, data and other material ("Documents") prepared for or relating to the project, including any material and data furnished by NYSIF, are the property of NYSIF.

Following a written request from NYSIF or upon the termination of this Agreement, Contractor shall, as soon as practical or feasible, return to NYSIF all or any portion of the Documents then in its possession, including all data, in the original format or alternative format with prior written approval from NYSIF, or, at

NYSIF's sole election, use commercially reasonable efforts to destroy all or any part of the Documents then in its possession and provide certification thereof upon request by NYSIF.

30. CONFIDENTIALITY CLAUSE

NYSIF and Contractor agree that information shared as necessary for the purposes of this Contract is "Confidential Information." Confidential Information shall include all non-public, confidential, and/or proprietary information (whether in verbal, written, visual, graphic or machine-readable form) of NYSIF's which Contractor will have access to, or will create or prepare with reference to such information, that includes, incorporates, makes reference to or utilizes in any way, without limitation, the accessed Data and all other accessed proprietary information related to NYSIF. Confidential Information shall include all information of a third party to which each Contractor will have access. Confidential Information shall also include any information and data that Contractor will be provided or have access to on or after the Effective Date and is protected by applicable privacy laws and regulations, including but not limited to Federal, State, and local laws as well as those of territories and dependencies.

Contractor will not divulge, disclose or furnish to any other party the Confidential Information or processes utilized at NYSIF, disclosed to Contractor or developed by the Contractor or another during the course of the project unless such information is in the public domain. Contractor shall not disclose or use NYSIF Confidential Information without the prior written consent of NYSIF or as set out in a separate written agreement executed by both parties. Confidential Information may be disclosed as necessary to any agents, employees, subcontractors, representatives, consultants, affiliates, and advisors of Contractor who need to know the Confidential Information and who are informed of the confidential nature of the information and agree to keep it confidential. Disclosure of the Confidential Information shall not be deemed to grant any license or other right to use such Confidential Information except as set out in this Agreement or as set out in a separate written agreement executed by both parties.

The Contractor will 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 NYSIF, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. Contractor agrees that Confidential Information is the valuable property of NYSIF and will be protected by civil and criminal law and, where appropriate, by the law of copyright.

Nothing contained herein will be interpreted as reducing or altering Contractor's own obligations under applicable law, including those set forth in DFS regulations and General Business Law §§ 899-aa and 899-bb.

31. DATA TRANSMISSION OUTSIDE THE UNITED STATES

Contractor and its subcontractors, if any, shall take appropriate measures to assure that NYSIF's Confidential Information is NOT transmitted outside of the United States. Such prohibition against transmission shall not apply to satellite transmission or other similar digital communication methods used by Contractors and its subcontractors, if any, in the ordinary course of business and in conformance with the terms of the Agreement.

32. USE OF GENERATIVE ARTIFICIAL INTELLIGENCE

Contractor and its subcontractors, if any, shall not use any Generative Artificial Intelligence (GenAI) technology, tool or solution, including GenAI transcription or recording tools, to provide any part of the services under this Contract, either directly or indirectly, without prior written approval from NYSIF. This provision applies to any and all technology systems that deploy GenAI technology. For the purposes of this provision, GenAI is defined as any form of Artificial Intelligence (AI) that is capable of creating and/or generating text, images, or other media, using generative models or otherwise simulating human intelligence through learning, reasoning, and/or self-correction. This includes any GenAI technology that is composed of, uses, or implements machine learning algorithms to generate wholly new content, whether supervised, unsupervised or partially supervised by a human being. It also includes any GenAI models that learn from the patterns and structure of their input training data and then generate new data that has similar characteristics based on those inputs.

If Contractor intends to use GenAI technology, tool(s), or solution(s), either directly or indirectly, to provide any part of the services under this Contract, Contractor must obtain written approval from NYSIF prior to the use of any GenAI. Approval shall be requested by emailing contracts@nysif.com. Contractor use of GenAI must fully comply with applicable federal, state and/or local law and legal guidance, including the most current guidance from the NYS Department of Financial Services, Workers' Compensation Board, and/or Office of Information Technology Services. Failure to obtain the required approvals or failure to comply with NYSIF's GenAI policies could lead to suspension or termination of the contract in accordance with the terms set forth in this Agreement.

33. CYBERSECURITY INCIDENT RESPONSE

In the event of a Cybersecurity Incident involving NYSIF supplied Confidential Information, including Nonpublic Information as defined by Title 23 New York Codes, Rules and Regulation §500.01(k), Contractor shall provide NYSIF with timely notice in writing, to the extent not prohibited by applicable law or directives of law enforcement, of the Cybersecurity Incident in the most expedient time possible and without unreasonable delay, but no later than within 24 hours of the determination of a Cybersecurity Incident. Cybersecurity Incident shall mean any theft; loss of; unauthorized or unlawful disclosure, use, alteration or destruction of; unauthorized or unlawful access to; or other actual or suspected compromise of NYSIF Confidential Information, breach of Contractor's systems, including, in the absence of direct evidence of a breach, any occurrence where it can be reasonably assumed under the circumstances that NYSIF Confidential Information was exposed, accessed or disclosed without NYSIF's prior, written authorization.

Such notice to NYSIF will be made by contacting NYSIF's Information Security Office by email to: infosec@nysif.com. Such notice shall include a description of:

(i) the scope of the Cybersecurity Incident, including identification of the vulnerability in the affected system and the amount of time that such vulnerability existed; identification of potentially compromised NYSIF Confidential Information; the last time unauthorized users (if applicable) had access to the affected systems or NYSIF Confidential Information; the identity of any third parties or otherwise unauthorized entity that may have accessed or obtained NYSIF Confidential Information as a result of the Cybersecurity Incident; and identification of any misuse of any NYSIF Confidential Information involved in the Cybersecurity Incident; and

(ii) the efforts taken to contain and mitigate the impact of the Cybersecurity Incident, including any retention of an outside firm to assist in the effort, the involvement of law enforcement, and a reasonably detailed summary of the results of the investigation of the Cybersecurity Incident.

At its sole cost and expense, Contractor shall immediately commence an investigation to determine the scope of the Cybersecurity Incident and to restore the security of its systems and prevent further, unauthorized access to or disclosure of Confidential Information. Contractor shall provide NYSIF timely updates with additional information and inform NYSIF about the final results of its investigation, the efforts taken to secure Confidential Information and prevent further Cybersecurity Incidents. Contractor shall take commercially reasonable efforts to recover NYSIF Confidential Information and identify any third parties that received or obtained any NYSIF Confidential Information as a result of such Cybersecurity Incident.

Should Contractor fail to provide timely notice of any Cybersecurity Incident(s) involving NYSIF supplied Confidential Information, then Contractor shall be fully liable for all NYSIF costs, expenses, and/or damages due to the delay in timely notice consistent with the terms of this Agreement. Failure to comply with NYSIF's Cybersecurity Incident Response requirements could also lead to suspension or termination of the contract, including Termination for Non-Responsibility.

Additionally, Contractor undertakes to, solely at its own cost and expense, provide any requisite notices that either Contractor or NYSIF would have to provide pursuant to NY CLS Gen Bus §899-aa, 899-bb, and NY CLS State Technology Law §208, or any other applicable statute, both on behalf of Contractor and on behalf of NYSIF. Contractor's notification shall include, but not be limited to, a description of the categories of information that were, or are reasonably believed, to have been acquired or accessed by a person without valid authorization, including specification of which of the elements of personal information and

confidential information were, or are reasonably believed to have been, so acquired, accessed, or as otherwise provided for by applicable law. NYSIF will have final approval over the form, content, mode of transmission, and timing of any notice to be provided concerning a Cybersecurity Incident. Approval of notices and/or public disclosures required by law or other regulations will not be unreasonably withheld or delayed.

34. INDEMNIFICATION

Contractor shall be fully liable for the damages, losses, and any other harm caused by the actions of Contractor and Contractor's agents, employees, partners, representatives, consultants, affiliates, advisors, or Subcontractors. Contractor shall fully indemnify and save harmless NYSIF from suits, actions, damages and costs of every name and description relating to the unauthorized disclosure, access to, or use of Confidential Information; personal injury and/or damage to real or tangible personal property or intellectual property caused by any intentional act or negligence of Contractor, its agents, employees, partners, representatives, consultants, affiliates, advisors, or Subcontractors; and the negligence, willful misconduct, fraud, bad faith, breach of any of the representations, warranties, or obligations set forth herein or violation of applicable law or regulation by Contractor, its agents, employees, partners, or Subcontractors without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of NYSIF.

35. INDEMNIFICATION RELATING TO THIRD PARTY RIGHTS

The Contractor will also indemnify and hold NYSIF harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs that may be finally assessed against NYSIF in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from NYSIF's gross negligence or willful misconduct, provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (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 at the expense of Contractor.

If usage 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 NYSIF 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 said service or Product or part(s) thereof, as applicable, with non-infringing service or 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 NYSIF is given a refund for any amounts paid for the period during which Usage was not feasible.

36. LIMITATION OF LIABILITY

Except as otherwise set forth in the Cybersecurity Incident Response and Indemnification Paragraphs above, 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 and services 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 contract, or (ii) one million dollars ($1,000,000), whichever is greater.

b. NYSIF 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 NYSIF unless Contractor at the time of the presentation of claim shall demonstrate to the NYSIF'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 NYSIF 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 NYSIF, the Contractor, or by others.

37. NON-SOLICITATION

The Contractor shall contact NYSIF employees, including employees designated by NYSIF to receive marketing material and negotiate contracts only in connection with the transaction of business set forth herein. The Contractor shall be cognizant of sections 73 and 74 of the NYS Public Officers Law, which govern the conduct of the state employees, and sections 139-j and 139-k of the NYS Finance Law which governs the conduct of the state employees and their relations with outside parties.

The Contractor shall not contact or solicit NYSIF employees in connection with any contests, lotteries, challenges, or competitions, whether or not prizes, awards, gifts, remuneration or items of value are awarded. The Contractor shall neither solicit nor market directly to any NYSIF employees in their individual capacities. If the Contractor maintains identifiable records of NYSIF employees in connection with its performance hereunder, such records shall not commercially exploit its relationship with NYSIF nor use NYSIF, its name, trademarks or logo for any advertising, marketing or other commercial purpose without prior written approval. This clause shall survive termination of any awarded contract.

38. CONTRACTOR CONSULTANT LAW

Effective June 19, 2006, Chapter 10 of the Laws of 2006 amended the Civil Service and State Finance Laws, relative to maintaining certain information on contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as "contracts entered into 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*". The amendments 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 (DOB) and the Department of Civil Service (CS).

To meet these new requirements, the awarded contractor agrees to complete Form A - Contractor's Planned Employment Form, and Form B – Contractor's Annual Employment Report.

For more information on this requirement, please see the NYS Office of the State Comptroller's Guide to Financial Operations Section XI.18.C Consultant Disclosure Legislation.

39. INSURANCE

Prior to the commencement of the work, Contractor shall file with NYSIF Certificates of Insurance evidencing compliance with all requirements contained in the Bid Documents. Acceptance and/or approval by NYSIF do not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under this Agreement.

Contractor shall cause all insurance to be in full force and effect as of the commencement date of this Agreement and to remain in full force and effect throughout the term of this Agreement and as further required by this Agreement. Contractor shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

40. PERFORMANCE / BID BOND

NYSIF reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by NYSIF.

41. NOTICE

Any communications between NYSIF and Contractor and notices provided herein, to be given or made, shall be in writing and shall be transmitted either by:

a. UPS (United Parcel Service), FedEx, or DHL
b. e-mail
c. facsimile transmission
d. personal delivery
e. expedited delivery service
f. United States Postal Service (USPS)*

**Use of United States Postal Service (USPS) is not recommended as the notice will not be directly delivered to NYSIF's Procurement Unit. If USPS is used, it must be sent via certified or registered United States mail with return receipt requested.*

Such notices shall be addressed to:

New York State Insurance Fund
Procurement Unit
15 Computer Drive West
Albany, New York 12205
Email: contracts@nysif.com
Fax: 518-437-4209

or to such addressee as may be hereafter designated by notice.

Any such notice shall be deemed to have been given either at the time of personal delivery, or in the case of expedited delivery service or certified or registered US mail, as of the date of the first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for the purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

For Public Works Agreements, Contractor must provide notice to NYSIF within 15 calendar days of the date that the contractor knew or should have known of the facts that form the basis of the claim, unless a different time frame is provided elsewhere in this Agreement. Notice should be as factually complete as possible. Further, Contractor has a continuing duty to promptly provide NYSIF with information about the condition and the claim. NYSIF shall provide Contractor with written acknowledgement of its receipt of notice, but NYSIF's failure to provide written acknowledgement shall not be a breach of contract or in any way alter the Contractor's obligation to provide timely notice.

42. CONFLICTS OF INTEREST

Contractor will advise NYSIF if it is engaged in a project for any other insurance company or its subsidiary that has a Workers' Compensation or Disability Benefits product line.

43. USE OF NYSIF NAME AND INTELLECTUAL PROPERTY

Contractor may not use NYSIF, its name, trademarks, or logo in any marketing, advertising, or similar material without prior written approval from NYSIF. NYSIF must provide prior written approval of any website or other promotional content with NYSIF's name, trademarks, or logo and should be notified of any website content change with the aforementioned criteria. NYSIF shall display the vendor contact information on the NYSIF website with approval from the vendor.

Any request for information from third parties shall be reported to NYSIF in writing within 24 hours and requested information shall not be disclosed without NYSIF's prior written approval. News releases pertaining to this project will not be made without prior NYSIF approval.

44. MODIFICATIONS TO THE AGREEMENT

This Agreement may not be modified, renewed or discharged, except as herein specifically provided, or by an agreement in writing signed by both parties and, if applicable, approved by the Office of the State Comptroller or Department of Financial Services.

During the term of the contract, the contract may be amended as changes occur within the industry. NYSIF reserves the right to consider amendments which are not specifically covered by the terms of the contract but are judged to be in the best interest of NYSIF and the State. Examples of amendments may include but are not limited to new job titles under the Department of Labor Prevailing Wages, new categories of expertise, ancillary job classifications, on-going services, etc. NYSIF or the contractor may suggest changes. If the contractor offers new job titles or services, these services may be made available under this contract and may be offered at maximum not to exceed prices. It shall be the contractor's responsibility to submit to NYSIF service changes for consideration for contract amendment. These changes, if approved, shall take effect upon written notification by NYSIF and may be subject to approval by the Office of the State Comptroller or Department of Financial Services.

45. DISPUTE RESOLUTION

Except as otherwise provided in the Agreement, any dispute raised by the Contractor concerning any question of fact or law arising under the Agreement which is not disposed of by mutual agreement of the Parties shall be decided initially by the designee of the NYSIF General Attorney (General Attorney). A copy of the written decision shall be furnished to the Contractor. The Parties shall proceed diligently with the performance of the Agreement and shall comply with the provisions of such decision and continue to comply pending further resolution of any such dispute as provided herein. The decision of the designee of the General Attorney shall be final and conclusive unless, within ten (10) days from the receipt of such decision, the Contractor furnishes the General Attorney a written appeal as instructed in the written decision. In the event of an appeal, the General Attorney shall promptly review the initial decision, and confirm, annul, or modify it. The decision of the General Attorney shall be final and conclusive unless determined otherwise by a court of competent jurisdiction. Pending final decision of any proceeding hereunder, both Parties shall proceed diligently with the performance of the Agreement in accordance with the General Attorney's decision.

46. SEVERABILITY

In the event that any provision of this Agreement shall be considered void, voidable, illegal or invalid for any reason, such provision shall be of no force and effect only to the extent that it is so declared void, voidable, illegal or invalid. All of the provisions of this Agreement not specifically found to be so deficient shall remain in full force and effect.

47. CHOICE OF LAW: VENUE

This Agreement shall be governed by and construed under the laws of the State of New York, without giving effect to the choice of law or conflict of law provisions thereof.

48. COUNTERPARTS / SIGNATURES

This Agreement may be executed in counterparts, each of which when so executed will be deemed to be an

original. Such counterparts together will constitute one agreement.

NYSIF

APPENDIX D

MACBRIDE QUESTIONNAIRE

YOU ARE REQUIRED TO ANSWER THE QUESTIONS BELOW IN ORDER TO BE CONSIDERED FOR SELECTION IN THE AWARD OF A CONTRACT WITH AN AGENCY OF THE STATE OF NEW YORK:

"NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES"

In accordance with Chapter 807 of the Laws of 1992, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either:

(Answer YES or NO to one or both of the following, as applicable:)

(1) have business operations in Northern Ireland:

☐ YES ☐ NO

If yes,

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

☐ YES ☐ NO

This questionnaire should be signed by a person authorized to enter into contracts on behalf of the bidder.

_____
Signature

_____
Typed Name

_____
Company Position

_____
Company Name

_____
Date Signed

APPENDIX E

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.

APPENDIX E

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**

APPENDIX E

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

APPENDIX E

NYS Vendor ID: 000000000

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

APPENDIX E

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	

APPENDIX E

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 _____

NYSIF

APPENDIX F

NYS CERTIFICATIONS

Company Name:_____

Is your firm a New York resident business?

☐ Yes ☐ No

Total number of people employed by your firm:

company-wide: _____

in New York City: _____

Is your firm a NYSESD certified MINORITY ENTERPRISE as defined in Executive Law Article 15-A?

☐ Yes ☐ No

(If yes, attach a copy of your current New York State certification letter.)

Is your firm a NYSESD certified WOMEN-OWNED ENTERPRISE as defined in Executive Law Article 15-A?

☐ Yes ☐ No

(If yes, attach a copy of your current New York State certification letter.)

Does your firm purchase goods or services or subcontract with any New York State certified minority or women-owned enterprises?

☐ Yes ☐ No

Is your firm a NYSOGS certified SERVICE DISABLED VETERAN OWNED BUSINESS as defined in Veterans' Services Law Article 3?

☐ Yes ☐ No

(If yes, attach a copy of your current New York State certification letter.)

Is your firm a SMALL BUSINESS as defined in Executive Law Section Article 15-A?

"Small Business" shall be defined as a business which:

A. Has a significant business presence in New York demonstrated through one of the following;
   1. Pays taxes in New York State
   2. Purchases New York State products or materials, or
   3. Has any payroll in New York State
B. Is independently owned and operated;
C. Not dominant in its field; and,
D. Employs less than three hundred persons

In accordance with New York State Finance Law, Section 165, the contractor certifies that it:

☐ IS a Small Business as defined in New York State Executive Law Section 310(20).

☐ IS NOT a Small Business as defined in New York State Executive Law Section 310(20).

Signature: _____

Typed Name: _____

Company Position: _____

Company Name: _____

Date Signed: _____

ACKNOWLEDGEMENT

STATE OF _____)

) ss.:

COUNTY OF_____)

On this _____ day of _____ , 20 ____ , before me personally came _____, to me known and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for themself depose and say that they are a member of the firm of and that they executed the foregoing instrument in the firm name of _____, and that they had authority to sign same, and they did duly acknowledge to me that they executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

_____

Notary Public

NYSIF

APPENDIX G

ENCOURAGING USE OF NEW YORK STATE BUSINESSES IN CONTRACT PERFORMANCE

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders/proposers need to be aware that all authorized users of the contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders/proposers are reminded that they must continue to utilize small, minority and women- owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by it contractors. The State therefore expects bidders/proposers to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders/proposers can demonstrate their commitment to the use of New York State businesses by responding to the question below:

Will New York State businesses be used in the performance of this contract? ☐ Yes ☐ No

If yes, identify New York State businesses that will be used and enter identifying information below. Include the name, FEIN, and estimated expenditures.

Business Name	FEIN	Dollar Value	Description of Work

NYSIF

APPENDIX H

Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

_____

Address:_____

_____

Name and Title of Person Submitting this Form:_____

_____

Bid Number:_____

Date:_____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

   ◯ No ◯ Yes

   If yes, please answer questions 2-4; otherwise, proceed to 5:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

   ◯ No ◯ Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

   ◯ No ◯ Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

   Governmental Entity:_____

   Date of Finding of Non-responsibility:_____

   Basis of Finding of Non-Responsibility:

   (Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

   ◯ No ◯ Yes

6. If yes, please provide details below.

   Governmental Entity:_____

   Date of Termination or Withholding of Contract:_____

   Basis of Termination or Withholding:

   (Add additional pages as necessary)

Bidder certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX I
SIMILAR ENGAGEMENTS

CLAIMS MANAGEMENT SOLUTION
BID #2026-33-INS

Bidder _____

REFERENCE #1

Company/Client Name _____

Address _____

Contact Name _____

Contact Title _____

Phone Number _____

Email Address _____

Value, Type & Duration of Contract _____

Date Services Provided _____

Provide a narrative on the services rendered to the Client above, including geographic area involved; a description of how the bidder satisfied the client's requirements and improvements made to the client's operations as a result of the bidder's efforts:

Bidder _____

REFERENCE #2

Company/Client Name _____

Address _____

Contact Name _____

Contact Title _____

Phone Number _____

Email Address _____

Value, Type & Duration of Contract _____

Date Services Provided _____

Provide a narrative on the services rendered to the Client above, including geographic area involved; a description of how the bidder satisfied the client's requirements and improvements made to the client's operations as a result of the bidder's efforts:

Bidder _____

REFERENCE #3

Company/Client Name _____

Address _____

Contact Name _____

Contact Title _____

Phone Number _____

Email Address _____

Value, Type & Duration of Contract _____

Date Services Provided _____

Provide a narrative on the services rendered to the Client above, including geographic area involved; a description of how the bidder satisfied the client's requirements and improvements made to the client's operations as a result of the bidder's efforts:

APPENDIX K

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.

APPENDIX J

Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that "all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia." The complete text of Executive Order No. 16 can be found here.

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an "entity conducting business operations in Russia" means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

☐ 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.

☐ 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)

☐ 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)

☐ 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor's business and operations and that the answer provided herein is true to the best of their knowledge and belief.

Vendor Name: (legal entity) _____

By: (signature) _____

Name: _____

Title: _____

Date: _____

APPENDIX K

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.

APPENDIX M

PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The NYS Insurance Fund (NYSIF) is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to NYSIF, to fully comply and cooperate with NYSIF in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State- certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section IV of this Appendix and such other remedies are available to NYSIF pursuant to the Contract and applicable law.

II. Contract Goals

A. For purposes of this Contract, NYSIF conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBE's as subcontractors, service providers and suppliers to Contractor. Contractor is however, encouraged to make every good faith effort to promote and assist the participation of MWBE's on this Contract for the provision of service and materials. The directory of New York State Certified MWBE's can be viewed at: https://ny.newnycontracts.com. Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

B. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that

shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract]

III. Equal Employment Opportunity ("EEO")

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to NYSIF within seventy-two (72) hours after the date of the notice by NYSIF to award the Contract to the Contractor.
3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, NYSIF may require the Contractor or subcontractor to adopt a model statement (see Form 106 – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
   a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
   b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
   c. ONLY FOR CONTRACTS WITH A TOTAL EXPENDITURE IN EXCESS OF $250,000: 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.
   d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Form 101 - Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by NYSIF.

D. Form 102 - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by NYSIF on a Quarterly basis during the term of the Contract, with the exception of Construction Contracts. For Construction Contracts, the Contractor is required to submit a Workforce Utilization Report on a Monthly basis.
2. Separate forms shall be completed by the Contractor and any subcontractors.
3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Utilization Plan

A. Where NYSIF determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to NYSIF liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYSIF, the Contractor shall pay such liquidated damages to NYSIF within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

General Instructions: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form 101) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total work force, the Offeror shall complete this form for the contractor's and/or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the MWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** — (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** — a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** — a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** — a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** — a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** — any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** — a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** — Male, Female, or X

Submit with Bid or Proposal – Instructions on page 4

Solicitation No.:	**Reporting Entity:**	**Report includes Contractor's/Subcontractor's:** □ Work force to be utilized on this contract □ Total work force
Offeror's Name:		□ Offeror □ Subcontractor **Subcontractor's name**_____
Offeror's Address:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO - Job Category	Total Work force	Work force by Gender			Work force by Race/Ethnic Identification																				
		Total Male (M)	Total Female (F)	Total X (X)	White (M)	White (F)	White (X)	Black (M)	Black (F)	Black (X)	Hispanic (M)	Hispanic (F)	Hispanic (X)	Asian (M)	Asian (F)	Asian (X)	Native American (M)	Native American (F)	Native American (X)	Disabled (M)	Disabled (F)	Disabled (X)	Veteran (M)	Veteran (F)	Veteran (X)
Officials/Administrators																									
Professionals																									
Technicians																									
Sales Workers																									
Office/Clerical																									
Craft Workers																									
Laborers																									
Service Workers																									
Temporary/Apprentices																									
Totals																									

PREPARED BY (Signature):	**TELEPHONE NO.:** **EMAIL ADDRESS:**	**DATE:**
NAME AND TITLE OF PREPARER (Print or Type):	**Submit completed with bid or proposal**	**Form 101 (Rev 01/2023)**

The Workforce Utilization Report ("Report") is to be submitted on a monthly basis for construction contracts[1], and a quarterly basis for all other contracts, during the life of the contract to report the actual workforce utilized in the performance of the contract broken down by job title. When the workforce utilized in the performance of the contract can be separated out from the contractor's and/or subcontractor's total workforce, the contractor and/or subcontractor shall submit a Report of the workforce utilized on the contract. When the workforce to be utilized on the contract cannot be separated out from the contractor's and/or subcontractor's total workforce, information on the contractor's and/or subcontractor's total workforce may be included in the Report.

Reports are to be submitted electronically, using the provided Report worksheet, to mwbe_sdvob@nysif.com within ten (10) days following the end of each month or quarter, whichever is applicable.

Instructions for Completing the Workforce Utilization Report

1. REPORTING ENTITY: Check off the appropriate box to indicate if the entity completing the Report is the contractor or a subcontractor.
2. FEDERAL EMPLOYER IDENTIFICATION NUMBER: Enter the Federal Employer Identification Number (FEIN) assigned by the IRS. Contractors utilizing their social security number in lieu of an FEIN should leave this field blank.
3. CONTRACTOR NAME and CONTRACTOR ADDRESS: Enter the primary business address for the entity completing the Report.
4. PROJECT NAME/NUMBER OR CONTRACT NUMBER: Enter the number of the contract to which the Report applies.
5. REPORTING PERIOD: Check off the box that corresponds to the applicable quarterly or monthly reporting period for this Report. Only select one box.
6. WORKFORCE IDENTIFIED IN REPORT: Check off the appropriate box to indicate if the workforce being reported is just for the contract or the contractor's or subcontractor's total workforce.
7. OCCUPATION CLASSIFICATIONS and SOC JOB TITLE: Select the occupation classification and job title that best describes each group of employees performing work on the state contract under columns A and B.
8. EEO JOB TITLE and SOC CODE: These fields will populate automatically based upon the Occupation Classifications and SOC Job Titles selected. Do not modify the results generated in these fields.
9. NUMBER OF EMPLOYEES and NUMBER OF HOURS: Enter the number of employees and total number of hours worked by such employees for each job title under the columns corresponding to the gender and racial/ethnic groups with which the employees most closely identify. See below for additional guidance on Race/Ethnic Identification.
10. TOTAL GROSS WAGES: [**TO BE REPORTED QUARTERLY]** Enter the total gross wages paid to all employees for each job code, and each gender and racial/ethnic group, identified in the Report. Contractors and subcontractors should report only gross wages for work on the contract paid to employees during the period covered by the Report. "Gross wages" are those reported by employers to employees on their wage statements. Gross wages are defined more specifically by 20 NYCRR §2380.4 and typically include every form of compensation for employment paid by an employer to his, her or its employees, whether paid directly or indirectly by the employer, including salaries, commissions, bonuses, tips and the reasonable value of board, rent, housing, lodging or similar advantage received.
11. PREPARER'S INFORMATION: Enter the name and title for the person completing the form, enter the date upon which the Report was completed, and check the box accepting the name entered into the Report as the digital signature of the preparer.

[1] The Gross Wages column is only required to be completed on a quarterly basis commencing 1/1/2018.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- **DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER** Male, Female, or X

Resources

If you have questions regarding these requirements, are unsure of the appropriate job titles to include in your Report, or otherwise require assistance in preparing or submitting the Report, please contact mwbe_sdvob@nysif.com or contact Carrell Clarke-Europe at (212) 312-0089.

M/WBE AND EEO POLICY STATEMENT

I,_____, the (awardee/contractor)_____agree to adopt the following policies with respect to the project being developed or services rendered at _____.

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.

(b) This organization shall state in all solicitation 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 disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized 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 this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non- discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this_____day of_____, 2_____

By:_____

Print:_____Title:_____

_____is designated as the Minority Business Enterprise Liaison.
(Name of Designated Liaison)
responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

_____% Minority and Women's Business Enterprise Participation

_____% Minority Business Enterprise Participation

_____% Women's Business Enterprise Participation

_____
(Authorized Representative)

Title:_____

Date:_____

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.

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. _____

APPENDIX S

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES (SDVOB)

Article 3 of the New York State Veterans' Services 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. NYSIF 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 NYSIF 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/Contractors are strongly encouraged and expected 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.

CONTRACT GOALS

For purposes of this procurement, NYSIF conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/.

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SDVOB UTILIZATION PLAN

☐ Initial Plan ☐ Revised plan Contract/Solicitation #_____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION

		SDVOB Goals In Contract
Bidder/Contractor Name:	Federal Identification No.:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

CONTRACTOR INFORMATION

Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form (S-200).

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	

Detailed description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____ or _____%

SDVOB Subcontractor/Supplier Name:

Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____or _____%

FOR NYSIF USE ONLY

NYSIF Authorized Signature:	☐ **Accepted**	☐ **Accepted as Noted**	☐ **Notice of Deficiency**
NAME (Please Print):	**SDVOB %/$**	**Date Received:**	**Date Processed:**
Comments:			

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

Note: All listed Subcontractors/Suppliers will be contacted and verified by NYSIF.

ADDITIONAL SHEET

Bidder/Contractor Name:	**Contract/Solicitation #** _____

SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____ or _____%		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____or _____%		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): $_____ or _____%		
SDVOB Subcontractor/Supplier Name:		
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:
Address:	Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:		
Dollar Value of subcontracts/supplies/services (When $ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform)): $_____ or _____%		

APPENDIX T

NYSIF VENDOR SECURITY SURVEY & VENDOR PROFILE

REQUIREMENTS

The Vendor Security Survey & Vendor Profile (Appendix T) is to be submitted as part of the bid or proposal package. Bidders are required to answer all of the questions in order to be considered for an award of a contract with the New York State Insurance Fund (NYSIF).

The completed Vendor Security Survey section of Appendix T will be reviewed and evaluated by NYSIF personnel on a pass/fail basis. The minimum required implementation levels are included in the survey and defined below. Bidders who do not meet the minimum required implementation levels will be disqualified.

INSTRUCTIONS FOR COMPLETION

For purposes of this Appendix T and notwithstanding any other definition in the Agreement to which this Appendix T is attached and incorporated, the following terms have special meanings:

"NYSIF's Information or Data" shall have the same meaning as the term "Nonpublic Information," as defined in the New York State Department of Financial Services Cybersecurity Regulation at 23 N.Y.C.R.R. § 500.1, and shall include NYSIF information for which disclosure is prohibited or restricted pursuant to Workers' Compensation Law §§ 98 or 110-a. This term is used in Questions A and B.

Personal Information means "record" information, including "Individually Identifiable Information," as the terms are defined in the Worker's Compensation Law § 110-a, non-public "Individually Identifiable Health Information," as such term is defined in 42 U.S.C. § 1320d, and individual financial information that would be confidential pursuant to 12 U.S.C. § 3403 if held by a financial institution.

"Generative Artificial Intelligence ("GenAI")" is defined as any form of Artificial Intelligence (AI) that is capable of creating and/or generating text, images, or other media, using generative models or otherwise simulating human intelligence through learning, reasoning, and/or self-correction. This includes any Gen AI technology that is composed of, uses, or implements machine learning algorithms to generate wholly new content, whether supervised, unsupervised, or partially supervised by a human being. It also includes any GenAI models that learn from the patterns and structure of their input training data and then generate new data that has similar characteristics based on those inputs.

Within the ***"RESPONSE"*** column all questions must be answered by selecting the appropriate answer from the drop-down list, providing an explanation of the controls, and providing substantiating document(s). The drop-down list is defined as follows:

1. **Fully** (Implemented) = The control is in place, functioning effectively, and is optimized.
2. **Partially** (Implemented) = The control is in place, effectiveness may not be rated, and the control is not optimized.
3. **Non-Existent** = The control is not in place.

*Note: Section 1, Data Privacy, Questions A, B, C and D have a different drop down of 'Yes' or 'No', with a request to further explain in the "Explanation of Controls" Section.

Within the ***"EXPLANATION OF CONTROLS"*** column, comments must be provided to support a bidder's' selected ***"RESPONSE"*.** Comments must clarify the controls implemented, describe

mitigating factors, such as alternative controls or exposure limits, and specify the date when the control will be operational.

Within the ***"SUBSTANTIATING DOCUMENT(S)"*** column, supporting documentation is optional. Documentation should support a bidder's response, such as written policy, audits, screenshots, etc.

All questions related to this Vendor Security Survey & Vendor Profile must be submitted in writing to contracts@nysif.com by the date and time indicated in the solicitation calendar, citing the question and bid number.

EMERGENCY CONTACT REQUIREMENTS

NYSIF must have the ability to immediately contact a vendor when a question or issue arises. Primary and secondary emergency contact information must be provided below. Vendor must respond to NYSIF based on the priority levels outlined below. It is the vendors responsibility to notify NYSIF if the provided emergency contacts change during the term of the contract. Should a vendor breach the emergency contact and/or response requirements, NYSIF reserves the right to suspend or terminate work in accordance with the terms and conditions of the contract.

- **Priority 1:** An incident where vendor believes NYSIF data may have been compromised. Vendor needs to inform NYSIF within ***4 hours***.
- **Priority 2:** An incident where functionality to a service provided to NYSIF has been impacted. Vendor needs to inform NYSIF within ***1 business day***.
- **Priority 3:** An incident where there was a compromise of systems at the vendor's business, but NYSIF data was not affected. Vendor needs to inform NYSIF within ***2 business days***.

Primary Emergency Contact

Name:_____

Phone Number:_____

Contact Email:_____

Secondary Emergency Contact

Name:_____

Phone Number:_____

Contact Email:_____

APPENDIX T
NYSIF VENDOR SECURITY SURVEY & VENDOR PROFILE

VENDOR COMPANY INFORMATION	**VENDOR RESOURCE COMPLETING QUESTIONNAIRE**
NAME	
ADDRESS	
CITY/STATE/ZIP	

General Instructions: The following questions are divided by Critical Security Control topic. Details entered within the "Explanation of Controls" should clarify and explain the response to the data request as well as explain exposure limits that may apply. Provide references to any supporting documentation included along with the survey within "Substantiating Document(s)". For example, "See attached documentation - <filename1.pdf>, <filename2.docx>."

Bidder Affirmation: Bidder affirms understanding and agreeing to the mandatory technical requirements described in the Bid Documents and inquired about in this Appendix T, and provides its responses to the inquiries in this Appendix T and signature of its authorized representative who completed this Appendix T certifying that Contractor meets such mandatory technical requirements. Bidder further affirms and agrees that if Bidder is awarded the contract for which this Appendix T is submitted that the responses to this Appendix T, as well as any and all responses to Data Requests from NYSIF for supplemental information completed and submitted by Bidder, will be incorporated in and attached to the Agreement between NYSIF and Bidder.

INSTRUCTIONS FOR "EXPLANATION OF CONTROLS"	**INSTRUCTIONS FOR "SUBSTANTIATING DOCUMENT(S)"**
Within the "EXPLANATION OF CONTROLS" column, comments MUST be provided to support a bidder's' selected "RESPONSE". Comments must clarify the controls implemented, describe mitigating factors, such as alternative controls or exposure limits, and specify the date when the control will be operational. Appendix T WILL NOT be accepted if "EXPLANATION OF CONTROLS" is left blank for ANY of the questions below. The MINIMUM Required Level for Controls 1-20 is PARTIALLY.	Within the "SUBSTANTIATING DOCUMENT(S)" column, supporting documentation is not required if the "EXPLANATION OF CONTROLS" provides sufficient detail.

	DATA PRIVACY	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING**
A	Bidder asserts NYSIF's information or data is **NOT** transmitted outside of or accessed from outside of the United States. Please explain how this is accomplished in the Explanation of Controls box.			
B	Do you use one or more cloud service providers to store NYSIF's Information or Data? Please describe how you secure it in the Explanation of Controls box.			
C	Do you use Generative Artificial Intelligence (GenAI) in any process or solution which may use, input, or store NYSIF data for any period of time? If yes, please describe how you are securing [the data (?); as opposed to AI] used by the process or solution, and identify any and all security controls in place. Use of Generative Artificial Intelligence (GenAI) Bidders/Contractors may not use any GenAI tool or solution, including GenAI transcription or recording tools without prior written approval of NYSIF and, if approval is obtained, the use of the tool or solution must be in a manner that is consistent with NYSIF's GenAI Policy.			

D	Do you use Multi-Factor Authentication (MFA) for users to connect to your internal network? Please describe the MFA used (FIDO/WebAuthn, Authenticator App, etc.) **Multi-Factor Authentication (MFA) is a requirement.**			
E	Do you have a Cybersecurity Vendor Risk Management program or process in place for your third party vendors? Please describe in the Explanation of Controls box.			
	INVENTORY OF AUTHORIZED AND UNAUTHORIZED DEVICES	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
1	Actively manage (inventory, track, and correct) all hardware devices on the network so that only authorized devices are given access, and unauthorized and unmanaged devices are found and prevented from gaining access.			
	INVENTORY OF AUTHORIZED AND UNAUTHORIZED SOFTWARE	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
2	Actively manage (inventory, track, and correct) all software on the network so that only authorized software is installed and can execute, and that unauthorized and unmanaged software is found and prevented from installation or execution.			
	SECURE CONFIGURATIONS FOR HARDWARE AND SOFTWARE	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
3	Establish, implement, and actively manage (track, report on, correct) the security configuration of laptops, servers, and workstations using a rigorous configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings. **Additional Information for Vendors:** Since many systems don't come out-of-the-box secured, the purpose of this control is to maintain documented, standard security configuration standards for all authorized operating systems and software. Your organization should among others 1) create security baselines for every system using established resource; 2) use a rigorous configuration management and change control process; 3) use a compliant configuration monitoring system to verify all security configuration elements, catalog approved exceptions, and alert when unauthorized changes occur.			

	CONTINUOUS VULNERABILITY ASSESSMENT AND REMEDIATION	RESPONSE	EXPLANATION OF CONTROLS	SUBSTANTIATING DOCUMENT(S)
4	Continuously acquire, assess, and take action on new information in order to identify vulnerabilities, remediate, and minimize the window of opportunity for attackers. **Additional Information for Vendors:** Organizations that do not scan for vulnerabilities and proactively address discovered flaws face a significant likelihood of having their computer systems compromised. To achieve compliance with this control, you will need to show your organization has 1) implemented automated vulnerability scanning tools (not to be confused with Anti-Virus scanning tools or a Penetration test) against all systems on a weekly or more frequent basis, 2) deployed automated patch management & software update tools 3) routinely monitor event logs.			
	CONTROLLED USE OF ADMINISTRATIVE PRIVILEGES	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
5	The processes and tools used to track/control/prevent/correct the use, assignment, and configuration of administrative privileges on computers, networks, and applications. **Additional Information for Vendors:** The misuse of administrative privileges is a primary method for attackers to spread inside a target enterprise. Controls should be implemented by job role and follow the principles of least privilege to accomplish the job, change default passwords, use dedicated accounts with multi-factor authentication for elevated access and activities, logging and monitoring such access etc.			
	MAINTENANCE, MONITORING, AND ANALYSIS OF AUDIT LOGS	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
6	Collect, manage, and analyze audit logs of events that could help detect, understand, or recover from an attack.			
	EMAIL AND WEB BROWSER PROTECTIONS	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
7	Minimize the attack surface and the opportunities for attackers to manipulate human behavior though their interaction with web browsers and email systems. **Additional Information for Vendors:** Web browsers and email are easy entry points for attackers. Please: 1) demonstrate that only fully supported web browsers and email clients are allowed to execute in the organization; 2) implement Domain-based Message Authentication, Reporting and Conformance (DMARC) policy and verification, starting by implementing the Sender Policy Framework (SPF) and the Domain Keys Identified Mail (DKIM) standards for email security.			

	MALWARE DEFENSES	RESPONSE	EXPLANATION OF CONTROLS	SUBSTANTIATING DOCUMENT(S)
8	Control the installation, spread, and execution of malicious code at multiple points in the enterprise, while optimizing the use of automation to enable rapid updating of defense, data gathering, and corrective action.			
	LIMITATION AND CONTROL OF NETWORK PORTS	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
9	Manage (track/control/correct) the ongoing operational use of ports, protocols, and services on networked devices in order to minimize windows of vulnerability available to attackers.			
	DATA RECOVERY CAPABILITY	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
10	The processes and tools used to properly back up critical information with a proven methodology for timely recovery of it. **Additional Information for Vendors:** When systems get compromised, it can be extremely difficult for organizations without a trustworthy data recovery capability to remove all aspects of the attacker's presence on the machine. Please show 1) that all system data is automatically backed up on regular basis; 2) that each of the organization's key systems are backed up as a complete system, through processes such as imaging, to enable the quick recovery of an entire system.			
	SECURE CONFIGURATIONS FOR NETWORK DEVICES	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
11	Establish, implement, and actively manage (track, report on, correct) the security configuration of network infrastructure devices using a rigorous configuration management and change control process in order to prevent attackers from exploiting vulnerable services and settings. **Additional Information for Vendors:** By default network infrastructure devices are not secured adequately. They are generally delivered with default configurations, open services and ports, default accounts or passwords, support for vulnerable protocols. Detail how you: 1) Compare all network device configuration against approved security configurations defined for each network device in use and alert when any deviations are discovered; 2) Manage all network devices using multi-factor authentication and encrypted sessions.			

	BOUNDARY DEFENSE	RESPONSE	EXPLANATION OF CONTROLS	SUBSTANTIATING DOCUMENT(S)
12	Detect/prevent/correct the flow of information transferring networks of different trust levels with a focus on security-damaging data. **Additional Information for Vendors:** Traffic through network borders should be controlled and monitored for attacks and evidence of compromised machines. Boundary defenses should be multi-layered, relying on firewalls, proxies, Demilitarized Zone (DMZ) perimeter networks, and network-based intrusion detection and prevention systems. It is critical to filter both inbound and outbound traffic and require all remote login access to the organization's network to encrypt data and use multi-factor authentication.			
	DATA PROTECTION	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
13	The processes and tools used to prevent data exfiltration, mitigate the effects of exfiltrated data, and ensure the privacy and integrity of sensitive information, including Personal Information received from NYSIF. **Additional Information for Vendors:** Ensuring that data is protected and not compromised can be achieved through data encryption, integrity protection and data loss prevention. Encrypt hard drives and if there is no business need, disable removable media such as USB, CD, DVDs etc... If removable media is required, all data stored on such devices must be encrypted while at rest.			
	CONTROLLED ACCESS BASED ON THE NEED TO KNOW	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
14	The processes and tools used to track/control/prevent/correct secure access to critical assets (e.g., information, resources, systems) according to the formal determination of which persons, computers, and applications have a need and right to access these critical assets based on an approved classification.			
	WIRELESS ACCESS CONTROL	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
15	The processes and tools used to track/control/prevent/correct the security use of wireless local area networks (LANS), access points, and wireless client systems.			

APPENDIX T
NYSIF VENDOR SECURITY SURVEY & VENDOR PROFILE

	ACCOUNT MONITORING AND CONTROL	RESPONSE	EXPLANATION OF CONTROLS	SUBSTANTIATING DOCUMENT(S)
16	Actively manage the life cycle of system and application accounts -their creation, use, dormancy, deletion - in order to minimize opportunities for attackers to leverage them.			
	SECURITY SKILLS ASSESSMENT AND TRAINING	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
17	For all functional roles in the organization (prioritizing those mission-critical to the business and its security), identify the specific knowledge, skills, and abilities needed to support defense of the enterprise; develop and execute an integrated plan to assess, identify gaps, and remediate through policy, organizational planning, training, and awareness programs.			
	APPLICATION SOFTWARE SECURITY	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
18	Manage the security life cycle of all in-house developed and acquired software in order to prevent, detect, and correct security weaknesses. **Additional Information for Vendors:** Please include information on controls around your acquired or purchased software also (including commercial off the shelf software, for example, Microsoft Office, Adobe etc...) such as using supported or latest versions, installing patches and applying security recommendations.			
	INCIDENT RESPONSE AND MANAGEMENT	**RESPONSE**	**EXPLANATION OF CONTROLS**	**SUBSTANTIATING DOCUMENT(S)**
19	Protect the organization's information, as well as its reputation, by developing and implementing an incident response infrastructure (e.g., plans, defined roles, training, communications, management oversight) for quickly discovering an attack and then effectively containing the damage, eradicating the attacker's presence, and restoring the integrity of the network and systems. **Additional Information for Vendors:** Without an incident response plan, an organization may not discover an attack in the first place, or, if the attack is detected, the organization may not follow good procedures to contain damage, eradicate the attacker's presence, and recover in a secure fashion. An effective incident response plan is a written document that defines roles of personnel as well as phases of incident handling/management. It also assembles and maintains information on third-party contact information to be used to report a security incident, such as Law Enforcement, relevant government departments, vendors etc. Provide details about your organization's Incident Response Plan.			

	PENETRATION TESTS	RESPONSE	EXPLANATION OF CONTROLS	SUBSTANTIATING DOCUMENT(S)
20	Test the overall strength of an organization's defenses (the technology, the processes, and the people) by simulating the objectives and actions of an attacker. **NOTE: An annual Penetration Test is a requirement for doing business with NYSIF. (A Statement of Work may be used to continue through the contract execution process.) Upon award Firm(s) will be required to provide Penetration Test documentation of test performed within the last 12-months. No work will be provided under the contract until this requirement has been satisfied.** **Additional Information for Vendors:** 1. What is a Penetration Test – A penetration test is an authorized security attack where certified skilled cyber security experts attempt to find and exploit vulnerabilities in your organization's computer systems or network. The test identifies any loopholes or weaknesses you may have. This should not be confused with vulnerability assessments which may be part of a penetration test but not a substitute for it. 2. The Importance of a Penetration Test - The test is a simulated attack to identify any weaknesses in a system's defenses that attackers could take advantage of. This is so any information, especially sensitive information is not stolen by a hacker. Penetration testing leverages many of the previous controls and provides feedback to help remediate vulnerabilities discovered during the test. 3. Why NYSIF requires the test - NYSIF requires a penetration test as it helps vendors uncover any hidden vulnerabilities which help identify and validate any security loopholes in their systems. 4. What is acceptable Penetration Test Documentation VS. Not acceptable - A penetration test is done by a certified skilled professional. Documentation should provide evidence of a completed penetration test such as: A report with findings and remediations, or an Executive Summary, or an Attestation letter from the testing company. The primary components of a Penetration Test are: a) Network Testing. b) Cloud, Web and Mobile Application Testing (Where Applicable). c) Vulnerability Scanning. d) Exploitation. e) Remediation Plan. 5. Additional information: a) The length of the penetration testing engagement depends on the type of testing and can take an average of 1 - 4 weeks not including the planning stages which could extend out to months depending on the activities the pen tester needs to perform. b) Getting a comprehensive risk picture of your company gives you an opportunity to map the identified vulnerabilities and exploits and give a summary of those risks that would have any threats materialize. c) Effectively finding and fixing any security issues should include collaboration and communication with product, security, and development teams to leverage the vulnerabilities found on the external assets.			

APPENDIX T

NYSIF VENDOR SECURITY SURVEY & VENDOR PROFILE

	VENDOR PROFILE	
	Instructions: *Please answer the questions making entries in the Response area.*	
	VENDOR SERVICE STATUS	**RESPONSE**
1	Is your organization currently providing services to NY State Insurance Fund (NYSIF), either actively or on an intermittent (ad-hoc) basis? Is your organization currently providing services to NY State Insurance Fund (NYSIF), either actively or on an intermittent (ad-hoc) basis? Note: If no longer providing services in any capacity, please provide details of service termination, dates, etc. for review and consideration.	
	SERVICE OVERVIEW	**RESPONSE**
2	Is there an executed contract between NYSIF and your organization?	
3	What is the current business relationship? (I.e. What services does your organization currently provide to NYSIF? (*Please be detailed*)	
4	Will the business relationship between NYSIF and your organization change within the next year? If so, please describe the changes.	
5	From what physical location(s) does your organization provide services to NYSIF? (Please include all locations providing services.)	
	DATA EXCHANGE	**RESPONSE**
6	Does your organization receive data from NYSIF?	
6-a	If yes, by what means is NYSIF data exchanged and in what direction; from NYSIF to your organization or both directions?	
7	Are any of the following types of data transmitted, stored, and/or processed by your organization during the course of providing services to NYSIF?	
7-a	Protected Health Information ("PHI") or Individually Identifiable Health Information, as 42 U.S.C. § 1320d?	
7-b	Payment Card Information ("PCI")?	
7-c	Individually Identifiable Information as defined in Worker's Compensation Law § 110-a ?	
7-d	Social Security Number ("SSN")	
7-e	Financial information, or information that could be covered under SOX?	
7-f	Other type of personally identifiable information, not listed above?	
8	On average, what is the volume of NYSIF data transmitted, processed, received, etc. per month by your organization?	
9	On average, what is the volume of NYSIF data stored by your organization?	
10	In the past 12 months has your organization, or any of your sub-contractors, experienced a material breach or unauthorized disclosure of any data? If yes, please describe situation, data exposed and timing in detail.	

By signing this form you agree that the information provided is both accurate and complete. Signature of affirming authorized representative of Bidder:

Bidder's Name: _____

Authorized Representative Signature: _____

Printed or Typed Name: _____

Title of Signatory: _____

Date: _____

APPENDIX V

Vendor Assurance of No Conflict of Interest or Detrimental Effect

The Firm offering to provide services pursuant to this Claims Management Systems, 2026-33-INS as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Contract;
5. During the negotiation this Contract, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Contract, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or

promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms engaged under this RFP should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

_____

Signature

_____

Typed Name

_____

Company Position

_____

Company Name

_____

Date Signed

This form must be signed by an authorized executive or legal representative.

APPENDIX X

EO 177 CERTIFICATION
PROHIBITING STATE CONTRACTS WITH ENTITIES THAT SUPPORT DISCRIMINATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:_____

By:_____

Name:_____

Title:_____

Date:_____, 20____

APPENDIX Y
LISTING OF PROPOSED SUBCONTRACTORS

Legal Business Name:_____

D/B/A — Doing Business As (if applicable):_____

Federal ID No.:_____

Address:_____

Contact Name:_____

Contact Title:_____

Email Address:_____

Phone Number:_____

Detailed description of work to be provided by subcontractor:_____

_____

Dollar Value:_____

Certification (if applicable): ☐ MBE ☐ WBE ☐ SDVOB

Attachments: ☐ Appendix V – Vendor Assurance of No Conflict of Interest or Detrimental Effect

☐ Appendix E – Vendor Responsibility Questionnaire (if value exceeds $100,000)

Legal Business Name:_____

D/B/A — Doing Business As (if applicable):_____

Federal ID No.:_____

Address:_____

Contact Name:_____

Contact Title:_____

Email Address:_____

Phone Number:_____

Detailed description of work to be provided by subcontractor:_____

_____

Dollar Value:_____

Certification (if applicable): ☐ MBE ☐ WBE ☐ SDVOB

Attachments: ☐ Appendix V – Vendor Assurance of No Conflict of Interest or Detrimental Effect

☐ Appendix E – Vendor Responsibility Questionnaire (if value exceeds $100,000)

Attach additional sheets if necessary